

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the: Montgomery Housing Authority and "Tenant" named in Part II of this lease.

I. Description of the Parties and Premises:

The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.

Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profitmaking activities incidental to the residential use subject to the Authority's policy on such activities.

Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria, and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.

Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

Lease and Amount of Rent

a. Unless otherwise modified or terminated in accordance with Section XIV, or unless not renewed for noncompliance with community service requirement, this Lease shall automatically be renewed for successive terms of one calendar month. For compliance with community service only, the term of the lease is twelve (12) months.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

Tenant has the option, upon admission to public housing and annually thereafter, whether to pay flat rent (market value) or income-based rent.

The flat rent for the dwelling unit listed above is

\$ _____

The amount of the income-based rent (Total Tenant Payment and Tenant Rent) shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy.

Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5th calendar day of the month. Income-based rent includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance and includes all maintenance services due to normal wear and tear.

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

The PHA's Minimum Rent (Minimum TTP) is Fifty dollars (\$ 50.). Provision is made for exemption due to financial hardship as defined in the housing authority's Admissions and Continued Occupancy Policy.

Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

Maintenance costs - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such

service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on 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.

Excess Utility Charges - At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

Installation charges for tenant-supplied air conditioners apply as outlined in the Maintenance Schedule of Charges.

Late Charges - A \$25.00 Late fee will be charged for rent or other charges not paid by the 5th calendar day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge.

Payment Location

Rent and other charges can be paid online or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash.

Security Deposit

Tenant Responsibilities: Tenant agrees to pay a one hundred dollar (\$100.) Security Deposit. The dollar amount of the security deposit is noted on Part II of this Residential Lease.

Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:

To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.

or

To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. The Authority agrees to return the Security Deposit to the Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

Utilities and Appliances

Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility for Tenants choosing to pay income-based rent: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents.

Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the

Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant each month.

The Authority may change the Allowance at any time during the term of the lease and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease:

Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profitmaking activities in the dwelling unit incidental to the residential use. This provision permits accommodation of Tenant's guests or visitors for a period not exceeding 14 days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(l)]

Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

The family composition is to be re-examined at least once a year. The housing authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the housing authority shall re-examine the income of the family no less than every three (3) years. However, for flat rent families who become over income, this policy does not apply.

Over-Income Policy:

In accordance with HOTMA regulations (24 CFR §§ 960.507, 960.509), if a family's annual income exceeds 120% of the area median income (AMI) for two consecutive years, the PHA will issue a notice of termination of tenancy within six months after the second income determination. A 24-month grace period will begin on the date of the first income determination showing over-income status. During this period, the PHA will continue to conduct annual income reviews. If the family remains over-income after the grace period, the lease may be terminated in compliance with HUD and PHA policy. Exceptions may apply in accordance with HUD-issued hardship waivers or local policy.

Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and the day by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Property Office. A copy of the policies can be furnished on request at the expense of the person making the request.

Rent will not change during the period between regular re-examinations, UNLESS during such period:

a. For families paying income-based rent:

A person with income joins the household.

Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. Failure to report within the 10 days may result in a retroactive rent charge.

It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Rent formulas or procedures are changed by Federal law or regulation.

All income changes must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

For families paying flat rent:

1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship. Upon such a determination, the housing authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.

Note: Hardship is defined in the housing authority's Admissions and Continued Occupancy Policy.

All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

To complete an application, or other written request, at the option of the landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent and for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Transfers

Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.

A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).

In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

The Authority will consider deconcentration of poverty and income-mixing goals when offering Transfers, including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

Authority Obligations

The Authority shall be obligated:

To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;

To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;

To make necessary repairs to the dwelling unit;

To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;

To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;

To 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 or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) 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:

The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.

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.

Reasonable Accommodations for Residents with Disabilities:

Housing providers 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 meet essential lease requirements; 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.

To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:

Fraud; or

Failure to participate in an economic self- sufficiency program; or

Failure to participate in a work activities requirement.

The housing authority will verify the above circumstances through the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

The expiration of a lifetime limit on receiving welfare benefits; or

When the family has sought but cannot find employment; or

Because a family member has not complied with other welfare agency requirements.

Tenant's Obligations

Tenant shall be obligated:

Not to assign the Lease, nor sublease the dwelling unit.

Not to give accommodation to boarders or lodgers;

Not to give accommodation to house long term guests (in excess of 14 days) without advance written consent of the Authority.

To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from

hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks due to a disability.

To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guests to refrain from littering or leaving trash and debris in common areas. To dispose of all garbage, rubbish, and other waste only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guests to refrain from littering or leaving trash and debris in common areas. To dispose of all garbage, rubbish, and other waste.

To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. Household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease will refrain from, and ensure that household and guests do not destroy, deface, damage, or remove any part of the dwelling unit or project. The decision to exclude is solely that of the HA.

To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. Tenant agrees to pay for repairs of damages to the dwelling unit, project buildings, facilities, and to make no changes to locks or install any locking devices on the exterior or interior unit doors.

The tenant agrees not to use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.

To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's intent to leave the unit unoccupied for any period in excess of one calendar week.

Tenant agrees to not disturb other residents' peaceful enjoyment of their premises.

Be conducive to maintaining all Authority projects in a decent, safe, sanitary condition and to act in a cooperative manner with your neighbors and Authority's Staff. To ensure that tenant's and tenants guests refrain from acting or speaking in a loud, profane, abusive or threatening manner.

The Community Service Requirement mandates that each non-exempt adult resident shall contribute 8 hours per month participating in an economic self-sufficiency program. An exemption is provided subject to specific requirements as described in the housing authority's Admissions and Continued Occupancy Policy.

Truancy of resident children: Each school system in Alabama is required to employ at least one Attendance Officer whose responsibility is to secure the enrollment and attendance of all mandatory school-age children within his/her attendance district. Ala. Code §16-28-19(1975) In performing duties as described in the Alabama Code, Attendance Officers must investigate **all reported cases** of non-enrollment or non-attendance. When there is no valid reason for the nonenrollment or non-attendance, the Attendance Officer shall give the parent, guardian, or other person having charge or control of the child written notice requiring attendance of the child within three (3) days from the notice date. The Attendance Officer is further required to bring **criminal prosecution against the parent, guardian, or other person in those cases found to be without valid excuse**. Ala. Code §16-28-16(1975) Act 2001-344, p. 446, §1 Finally, the Attendance Officer may take any school-age child into custody when the child is found away from home during school hours and not in the custody of the person having charge or control of the child. Ala. Code §16-28-17(1975) **Any school age child seen on Authority property during regular school hours without an adult will be reported to the Attendance Officer.**

Attendance Officers are required to keep accurate records of all notices served, cases prosecuted, and services performed. An annual report is to be made to the local board of education for which the Attendance Officer is employed. Ala. Code §16-28-18(1975) **The Authority may move for eviction based on documented repeated truancy violations, criminal charges, or repeated reports of harassment of other community residents related to any child's absence from school loitering on MHA property.**

Prior approval of additional occupants of the unit leased. To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

Additional Obligations of MHA residents as defined below:

- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (DD) To furnish complete and accurate written information in a timely manner.
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- (GG) Not to commit or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

- (II) Tenant or family member agrees that any person who is under a “no trespassing” notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person’s name and nature of trespass notice.

- (JJ) Tenant agrees to accept the HA’s offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA’s offer of a revision to an existing lease within a reasonable time as determined by the HA.

- (KK) Tenant agrees that the HA may require the tenant to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease. The decision to exclude is solely that of the HA.

- (LL) Tenant agrees that this lease may also be terminated if the HA discovers after admission that the tenant was ineligible for admission.
- (MM) Tenant agrees that this lease may be terminated if the HA discovers material false statements or fraud by the tenant in connection with the application for assistance or with reexamination of income.
- (NN) An operational smoke detector is located in each apartment unit. Resident agrees to keep the smoke detector fully operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will resident, any member of the household or any guest or the resident alter the smoke detector.
- Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of tenancy.
- (OO) Tenant agrees that the tenant and members of his/her household and guests of the resident will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.
- (PP) The tenant may not hold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease:
- (QQ) Comply with any and all Rules adopted by the MHA to implement the federal Act known commonly as the VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (VAWA 2013 and 2022 Reauthorizations; 24 CFR § 5.2005).
Tenants have the right to request VAWA protections, including the right to confidentiality, to bifurcate the lease to remove the abuser, and to request an emergency transfer. The Landlord shall provide Form HUD-5380 (Notice of Occupancy Rights) and HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) at move-in and upon request. (24 CFR §§ 5.2005-5.2009)
- (RR) To abide by the Loitering Policy. Tenant agrees that the tenant and members of his/her household and guest of the resident will not Loiter or linger idly or aimlessly in any area of the premise.
- (SS) To abide by the Barbecue Grill Policy and not allow Gas barbecue grills on the premise.
- (TT) Tenant agrees that the tenant and members of his/her household and guests of the resident will wear a shirt/clothes at all times while outside on the premise.

Proper attire is required when visiting the management office.

- (UU) Not to keep, or allow any swimming pools, wading pools, tents, satellite systems swing/gym sets, or basketball goals on the premises without written consent from the Landlord.
- (VV) Residents are not allowed to grant permission for anyone to use any property, owned or managed by the MHA, unless a Use of Community Property form has been submitted and approved by the Executive Director.
- (WW) Annual recertification or flat rent updates are required for continued occupancy in public housing. Failure to comply may result in lease termination.
- (XX) Tenant, family members or guest are required to abide by the Community Policy, in communities, where applicable.
- (YY) Tenant, family members or guest are required to abide by the Parking Policy, in communities, where applicable.
- (ZZ) Tenant, family members or guest are required to abide by the Smoke Free Policy, in communities, where applicable.
- (AAA) Tenant and all adult household members are required to abide by the Work Activity Policy in communities where applicable.
- (BBB) Tenant and all adult household members are required to authorize, the Housing Authority to request tax return statements at time of recertification.
- (CCC) Tenant and all adult household members are required to authorize, the Housing Authority to request tax return statements at time of recertification.

(D) TENANT'S RIGHT TO USE AND OCCUPANCY:

- a. The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.
- b. With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
 - i. With the prior written consent of the Landlord, a foster child or a live- in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
 - ii. *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well-being of the person;
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.

(E) ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- a. Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspection (24 CFR § 5.703; NSPIRE Standards)s and maintenance, for making improvements or repairs, or to show the premises for re- leasing. Provided, however, the HA and the tenant hereby agree that the HA may enter the unit for any reasonable purpose (pest control, inspection (24 CFR § 5.703; NSPIRE Standards)s, preventive maintenance, etc.) whatsoever during business hours on Tuesday, Wednesday, and/or Thursday of the third week of each month without any further notice.
- b. Landlord may enter the premises at any time without advance notification pursuant to a court order, the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, when there is reason to believe an emergency exists; or when Tenant requests repairs, maintenance or services.
- c. In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.
- d. If a tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the dwelling lease. In either case, the landlord may recover actual damages.

(F) OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

To maintain the premises and other project premises in decent, safe, and sanitary condition; To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety and to make necessary repairs to the premises;

- a. To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- b. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided, however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;
- c. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV (H) of this lease;
- d. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- e. To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request.

Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days' notice. A copy of such notice of proposed modification shall be:

- i. Delivered directly or mailed to each Tenant; or
 - ii. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
- f. To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.
- g. Adopt such rules and regulations as necessary to comply with and implement the provisions and requirements of the VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (VAWA 2013 and 2022 Reauthorizations; 24 CFR § 5.2005). Tenants have the right to request VAWA protections, including the right to confidentiality, to bifurcate the lease to remove the abuser, and to request an emergency transfer. The Landlord shall provide Form HUD-5380 (Notice of Occupancy Rights) and HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) at move-in and upon request. (24 CFR §§ 5.2005-5.2009)

(G) DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

The Tenant shall immediately notify Landlord of the damage;

- a. The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, that if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- b. Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

- c. Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- d. **HEALTH & SAFETY VIOLATIONS** - A violation of any of the safety and health and safety hazards mentioned below will be considered a serious violation of your dwelling lease and may result in the termination of your lease and eviction.
 - i. **TRIPPING HAZARDS:** Exposed cords, for example: extension, cable, telephone, etc, are a tripping hazard and are not allowed on the floor or stairway of your apartment.
 - ii. **BEDROOMS WITH ONLY ONE WINDOW:** You are not allowed to block a window with anything, for example: furniture, a fan, an air conditioner, etc., in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside
 - iii. **FIRE EXTINGUISHERS:** Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment, because it is considered a safety hazard.
 - iv. **WINDOW AIR CONDITIONERS:** Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment, because it is considered a safety hazard.
 - v. **SMOKE ALARMS:** Federal Regulations requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time, for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice to terminate your lease.
 - vi. **ELECTRICAL:** All electrical panels/boxes/outlets must remain covered with switch plates and/or plug covers. It is also a violation to tamper with external/internal breaker or meter bases.
 - vii. **HOT WATER HEATERS AND SPACE HEATERS:** Due to a fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.
 - viii. **DOOR LOCKS AND WINDOW LOCKS:** All entrance door locks, and window locks must function properly, in order to secure your apartment. Please report any problems with your door locks and/or window locks to the maintenance department.

(H) ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employee's permission, to remove and dispose of all personal property of whatever nature, including furniture and equipment left in or about the premises.

The Landlord shall inventory the property of the abandoned premises prior to removal and shall have the listing of the inventory witnessed.

If the tenant abandoned the premises, then the Landlord is hereby authorized to dispose of said property.

The Landlord may take possession of the dwelling after the Tenant has been notified in writing. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling, if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

(I) NOTICES:

- a. The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (C) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure (24 CFR § 966.50–966.57; HUD Handbook 7465.1 REV-2) for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
- (D)
 - 1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI(B) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (E) All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

(J) NOTICE PROCEDURES:

- a. The Landlord and the Tenant in giving notice one to the other shall use the following procedures:
 - Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.
 - Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U/S. first class mail properly addressed.
- b. Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a tenant.
- c. If the Tenant is visually impaired; all notices must be in a format understandable by Tenant.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

(K) TERMINATION OF TENANCY AND EVICTION:

- a. Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:

- Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents, HA employees, or of persons residing in the immediate vicinity of the premises; or
 - Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.
- b. If there is a material noncompliance by the tenant with the dwelling lease, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in fourteen (14) calendar days after receipt of the notice. If the breach is not remedied within the 14 days after the receipt of the notice, in which case the dwelling lease shall not terminate.

- (F) The notice of lease termination/demand for possession shall state specific grounds for termination and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice of lease termination and demand for possession may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure (24 CFR § 966.50–966.57; HUD Handbook 7465.1 REV-2). The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.
- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure (24 CFR § 966.50–966.57; HUD Handbook 7465.1 REV-2) for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure (24 CFR § 966.50–966.57; HUD Handbook 7465.1 REV-2), the notice of lease termination/demand for possession under this lease shall:
1. State that the Tenant is not entitled to a grievance hearing on the termination.
 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development 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 U.S. Department of Housing and Urban Development regulations.
 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug – related criminal activity on or off such premises.
- (G) If a tenant leaves property in the unit more than 14 days after termination by the landlord or termination by the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

(L) EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

(M) EVICTION FOR CRIMINAL ACTIVITY:

- a. *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

- b. *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

(N) ACCOMMODATION OF PERSONS WITH DISABILITIES:

- a. A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- b. The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

xvii. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

xviii. SECURITY DEPOSIT

Tenant agrees to pay a security deposit as specified in the 1st or 1st replacement page of the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance as itemized by the landlord in written notice delivered to the tenant together with the amount due in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 14-day notice has expired.

Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant, or if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 180 days.

xix. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

xx. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (I) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises;

(vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well-being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

xxi. DESIGNATION OF RESPONSIBLE PARTY

Tenant designates the following adult person as the party to be responsible for removal and proper disposition of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated, by the Landlord, and Tenant is otherwise unavailable:

NAME _____

RELATIONSHIP _____

ADDRESS _____

HOME PHONE _____

BUSINESS PHONE _____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within

30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure (24 CFR § 966.50–966.57; HUD Handbook 7465.1 REV-2).

XXIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The Landlord and the Tenant shall sign the statement, and the Landlord in the Tenant's files shall retain a copy of the statement. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV. (K) Of this lease.

Tenant shall be provided an opportunity to participate in the termination inspection (24 CFR § 5.703; NSPIRE Standards) unless the Tenant has vacated the premises without notice to the Landlord.

xxiv. **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.**

Housing built before 1978 may contain paint containing lead.

Th

e landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The landlord has made available to me access to written files containing notice of risk assessments, paint inspection (24 CFR § 5.703; NSPIRE Standards)s, and/or hazard reduction activities relating to lead paint relating to my apartment.

Head of Household's initials is Acknowledgment of:

I do not want to review the Lead-Based Paint records referenced above; OR

I do want to review the Lead-Based Paint Records referenced above.

I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.

I received a copy of the pamphlet, "Protect Your Family from Lead in Your Home."

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. CRIMINAL BEHAVIOR OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL BEHAVIOR IF

THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL BEHAVIOR.

RESIDENT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE RESIDENT, ANY GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION. RESIDENT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE RESIDENT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OF POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE RESIDENT.

TENANT SIGNATURES	TENANT SIGNATURES
1. Head of Household	5.
2. Spouse	6.
3.	7.
4.	8.

Representative Signature for Montgomery Housing Authority Date	Title

ATTACHMENT A

(Citations)

HUD Regulatory Update (HOTMA - 2023 Implementation)

In accordance with the Housing Opportunity Through Modernization Act (HOTMA), the following provisions will be effective as of July 1, 2025:

- A family's total net assets must not exceed **\$100,000** to be eligible for continued assistance.
- Income determinations include mandatory and statutory deductions (e.g., childcare, disability).

HOTMA Income Exclusions and Deductions:

Effective January 1, 2024, income calculations are governed by the HOTMA Final Rule. The following changes apply:

- Imputed income from assets will be excluded if total assets are below \$50,000.
- Standard deduction of \$525 for all families.
- Elderly or disabled family deduction of \$1,275.
- Dependent deduction of \$480 per dependent.
- Reasonable child care and unreimbursed medical/disability assistance expenses may be deducted as defined in HUD regulations.

(Citations: HOTMA Final Rule, 88 FR 9600; 24 CFR §§ 5.603, 5.609, 5.611)

- Households with fixed income sources will have streamlined recertification processes.

Over-Income Policy:

In accordance with HOTMA regulations (24 CFR §§ 960.507, 960.509), if a family's annual income exceeds 120% of the area median income (AMI) for two consecutive years, the PHA will issue a notice of termination of tenancy within six months after the second income determination. A 24-month grace period will begin on the date of the first income determination showing over-income status. During this period, the PHA will continue to conduct annual income reviews. If the family remains over-income after the grace period, the lease may be terminated in compliance with HUD and PHA policy. Exceptions may apply in accordance with HUD-issued hardship waivers or local policy.

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- Dependent deduction of \$480 per dependent.
- Reasonable child care and unreimbursed medical/disability assistance expenses may be

deducted as defined in HUD regulations.

(Citations: HOTMA Final Rule, 88 FR 9600; 24 CFR §§ 5.603, 5.609, 5.611)

NSPIRE Physical Inspection Standards (Effective October 1, 2025)

The National Standards for the Physical Inspection of Real Estate (NSPIRE) replaces previous HQS and UPCS standards. The Authority will conduct inspections under NSPIRE guidelines to ensure units meet health, safety, and function criteria.

Violence Against Women Act (VAWA) 2022 Reauthorization

The lease incorporates protections under the Violence Against Women Act (VAWA), including:

- Rights to emergency transfers due to threats or violence.

- Acceptance of a wide range of documentation to verify VAWA protections.

- Prohibition against eviction or denial of assistance solely because the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

Community Service Compliance (Updated)

Non-exempt adult residents must complete 8 hours per month of community service or self-sufficiency activities. Exemptions include residents who are elderly, disabled, full-time students, or primary caregivers of exempt individuals.

Pet Policy (HUD Guidance Update)

Tenants may keep common household pets subject to Authority pet rules, fees, and registration requirements. Service animals and emotional support animals, when medically necessary, are not considered pets and are exempt from these restrictions, but must still comply with health and safety requirements.

Over-Income Policy:

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