



3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$\_\_\_\_\_ If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$\_\_\_\_\_ **plus \$200 Security deposit for a total of \$\_\_\_\_\_**

**(Check one that applies)**

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as childcare and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Hartwell Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the seventh day of the month, a notice to vacate will be issued to the Resident. A **\$50 late charge** will be assessed to cover the added costs of a rent payment received after the seventh day of the month. A check returned for insufficient funds is considered non-payment of rent and in addition to the late charge a **\$30** returned check fee will be charged. When a resident presents a personal check, that is returned, the Landlord reserves the right from that day forward to refuse payment by any method other than by certified check or money order.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of **\$200.00** to the Landlord as a **Security Deposit**.

If tenant qualifies to have a household pet, the pet deposit is an additional **\$300.00**.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Landlord acknowledges its compliance with the Code of Georgia Section 44-7-31 concerning Security Deposits in that Landlord is holding the Security Deposit in an escrow account held by Synovus Bank located in Hartwell, Georgia.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent.
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit
- b. any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen **(14) days each year** without obtaining the prior written approval of the Landlord.
- b. sublet or assign the unit, or any part of the unit.
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds.
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors.
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees.
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. be absent from the unit for more than thirty (30) consecutive days without receiving the agreement of the Landlord.
- h. engage in actual or threatened actions of domestic violence, dating violence, or stalking; nor shall any member of the household engage in actual or threatened actions of domestic violence, dating violence, or stalking.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business license.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

Residents and visitors are requested to refrain from using their personal cell phones while conducting business in the Authority office. Residents and/or visitors should not walk into the office and step up to the service window while talking on the cell phone. This is

rude and it is difficult to talk with the person on the phone while talking business at the window.

The cell phones shall be turned off while visiting the office. On occasion, there may be an exception to this rule if the person is waiting on another person to come to the office to assist in a business transaction. This exception will be rare. Signage is posted in the office regarding the prohibited use of cell phones by visitors and residents visiting the office to conduct business.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the **Move-in Unit Inspection Report**. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** Resident shall be responsible for securing utilities (gas, water, sewage, garbage, and electricity) not supplied by Landlord and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain **uninterrupted services**. Failure of Resident to furnish **uninterrupted service** because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease. Resident agrees to pay Landlord for Landlord-furnished utilities consumed in excess of the schedule of allowances posted at any given time in the Landlord's office. The current schedule in effect is attached to and made a part of this lease.

Resident shall be charged for excess utilities consumed based on provider's rates in effect at time of consumption. The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The recertification date established by the Housing Authority is July 1<sup>st</sup> every year. The first notice issued on **June 15<sup>th</sup>** to the resident requests that the information required by the resident for recertification be provided **within 10 days** from the date of the letter. If the resident does not respond, a second notice will be issued on **July 1<sup>st</sup>** to the resident to provide the necessary information **within 10 days**. The third and final notice will be issued **July 15<sup>th</sup>** after the deadline expires on the second notice allowing another **10 days** for the resident

to provide the information. If, after the **third and final notice**, the resident fails to provide the information, a **termination of residency is issued to the resident**.

The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. At the time of the review appointment the Resident may elect to change his or her rent choice option. In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for childcare, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following specific changes in household circumstances, in writing within ten **(10) days** of their occurrence when they occur between Annual Rent Recertifications. No adjustment of rent either upward or downward is to be made except at the time of a regular or special reexamination unless:
- A. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved in advance by the Hartwell Housing Authority.)
  - B. There is a new source of family income. Changes in family income resulting from increases in wages on the same job or periodic increases in government benefits do not have to be reported to the Authority until annual reexamination. However, a family who has had a rent reduction between annual reexaminations must report all changes in income regardless of the amount or source within **ten (10) days** of their occurrence.
  - C. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation that would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.)
  - D. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public

assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities.

In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted. If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
  - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
  - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change from the flat rent calculation method.
  
11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
  - a. Resident does not submit rent review information by the date specified in the Landlord's request; or
  - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

**The Resident Agrees To:**

- a. keeps the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition.
- b. uses all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.
- c. does not litter the grounds or common areas of the property and keep the yard free of debris.
- d. does not undertake or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property.
- e. not destroy, deface, damage, or remove any part of the dwelling unit, common areas, or property grounds.
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities.
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location. Vehicles parked on Housing Authority property shall have fully inflated tires, be in running condition and have a current license plate (tag). Resident agrees to pay towing charges for any violations of this lease requirement. Resident further agrees not to wash cars, change oil, or make any repairs while parked on Housing Authority property.
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner.
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Charges and Services to Tenants is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred; and
- j. comply with the Housekeeping Policy.

**The Landlord Agrees To:**

- a. maintains the premises and the property in decent and safe condition, including mowing yards and trimming shrubbery for elderly and disabled residents.
- b. complies with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations.
- c. makes necessary repairs to the premises.
- d. keeps property buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, supplied or required to be supplied by the Landlord.

- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage).

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord.
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantles, change, or remove any part of the appliances, fixtures or equipment in the dwelling unit.
- b. paint or install wallpaper or contact paper in the dwelling unit.
- c. attaches awnings or window guards in the dwelling unit.
- d. attaches or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds.
- e. attaches any shelves, screen doors, or other permanent improvements in the dwelling unit.
- f. installs or alter carpeting, resurface floors, or alter woodwork.
- g. installs washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit.
- h. places any aerials, antennas, or other electrical connections on the dwelling unit.
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.

14. **FIREARMS, KNIVES, CLUBS AND OTHER WEAPONS:** Residents and guests will not carry (**without a proper permit**), discharge or threaten to discharge a firearm of any type, including "BB" guns on the Authority's property.

Carrying (**without a proper permit**), discharging, or threatening to discharge a firearm except in cases of self-defense, is considered a serious violation of the terms and conditions of this Lease.

Resident and guests further agree not to use or threaten to use a knife, club or any other weapon against any person on the Authority's property. The use of or the threat to use a



knife, club, or any other weapon against any person on the Authority's property except in the case of self-defense, is considered a serious violation of the terms and conditions of this Lease.

15. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting.

The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit. The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

16. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

17. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

**a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent- fourth (4th) late notice within a twelve (12) month period.** The twelve-month period will begin at the time the initial late payment is received and ends on the last day of the twelfth month following the initial date the late payment was received.

- b. failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income.
- c. furnishing false or misleading information during the application or review process.
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease or permitting its use for any other purpose without the written permission of the Landlord.
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents.**
- g. failure to abide by applicable building and housing codes materially affecting health or safety.
- h. failure to dispose of garbage, waste, and rubbish in a safe and sanitary manner.
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner.
- j. acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities, or common areas.
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident.**
- m. failure to abide by the provisions of the pet policy.
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.**
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- p. failure to perform required community service or be exempted therefrom.**
- q. failure to allow inspection of the dwelling unit.
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.
- s. determination or discovery that a resident is a registered sex offender.
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- u. determination that a household member is illegally using a drug or when the Hartwell Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony.

- w. a domestic violence, dating violence, sexual assault, or stalking victim resident who allows a perpetrator who has been barred from the property to come onto the property, including but not limited to the victim's apartment and any other area under their control.
- x. a resident if the Hartwell Housing Authority can demonstrate an actual and imminent threat to other residents or those employed at or providing services to the Hartwell Housing Authority.
- y. **failure to comply with the requirements of the Housekeeping Standards.**
- z. **failure to comply with the Smoke-Free Environment Policy; or**
- aa. any other good cause.

**\*\*Neighborhood Disturbances Policy\*\***

The Neighborhood Disturbances Policy was adopted by the Board of Commissioners on June 11<sup>th</sup>, 1990 and will remain in effect until further notice. The following is grounds for eviction:

- Receiving three (3) Police Reports within a one (1) month period.
- Receiving Police Reports for three (3) consecutive months, even if there is only one reported each month for three consecutive months.

The tenant is responsible for household members and guests. Therefore, if the tenant or the tenant's household guests create the disturbance resulting in a Police Report being filed, then it shall be cause for tenant receiving a notice to vacate the unit. If necessary, this could cause legal action to be taken.

18. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
- a. **for failure to pay rent, at least fourteen (14) days.**
  - b. **for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation.**
  - c. **10 days for serious violations determined by the Executive Director: or**
  - d. **for all other cases, thirty (30) days, unless State law permits a shorter period.**

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease. The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specifies the date the Lease shall be terminated.
- b. states the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated.
- c. advises the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

19. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord a **30-day written notice** before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
20. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted. If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.
21. **PROPERTY ABANDONMENT:** The Hartwell Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.
- When a unit has been abandoned, a Hartwell Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A 5-day written notice will be mailed to the resident stating where the property is being stored, and when it will be sold or otherwise disposed of. If the Hartwell Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office. Any money raised by the sale of the property goes to cover money owed by the family to the Hartwell Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Hartwell Housing Authority will mail it to the family. If the family's address is not known, the Hartwell Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Hartwell Housing Authority. Within thirty (30) days of learning of abandonment, the Hartwell Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

22. **DELIVERY OF NOTICES:**

**Notice by Landlord:** Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

**Notice by Resident:** Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Hartwell Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

23. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

24. **HOUSE RULES AND VEHICLES AND PARKING POLICY:** The Resident agrees to obey House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents and the Vehicles and Parking Policy. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at least 30 days before the proposed effective date of the change in the House Rules and Vehicles and Parking Policy. House Rules and the Vehicles and Parking Policy are posted in the Administrative Office and are attached to this Lease.

25. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State, and local law.

26. **SMOKE-FREE ENVIRONMENT POLICY:** This Rule protects the health and well-being of public housing residents and the PHA staff and is an opportunity to lower overall maintenance costs and reduce the risk of catastrophic fires. Smoke-free public housing helps HUD realize its mission of providing safe, decent and sanitary housing for vulnerable populations nationwide. The **Housing Authority of the City of Hartwell** shall be referred to as the **PHA** in this policy. The benefits of this policy promote improved indoor air quality and improved health for the residents, visitors and the PHA staff. The policy protects against catastrophic fires due to smoking and promotes lower maintenance costs. In finalizing this Rule, HUD reiterates that this policy **does not** prohibit individuals from smoking. **PHAs will continue to lease to those persons who elect to smoke but agree to the Smoke-Free Environment Policy.** The Smoke-Free Environment Policy is difficult to administer. However, this policy will be administered as any other PHA policy. Violations may be reported by residents, guests of residents and/or staff. Violations must be reported in writing and signed by the person reporting the incident and by a PHA administrative staff member. The PHA is required to file and maintain of record each and every reported violation. The residents will be notified in writing of each violation and the PHA will maintain written records in the resident's file. **If five (5) violations are reported and verified on the head of household, any household member(s), and/or guests of the household, termination of the Lease will be initiated by the PHA.**

***Smoking is not a Protected Right.***

The Massachusetts Supreme Court reviewed the Constitution and every state constitution to determine that no constitutional protections exist for smokers.

***Smoke-free Policies are not Discriminatory.***

Smokers are not provided legal protection under the Americans with Disabilities Act, the Federal Fair Housing Act, or other pieces of federal or state legislation. Addiction to nicotine is not considered a disability.

**SMOKING IS NOT PERMITTED**

**Within the buildings including individual units, community buildings, stairwells, common areas, administrative buildings, maintenance buildings, playgrounds, porches, and patios.**

**Anywhere within 25 feet of the buildings and designated areas.**

27. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments, and understands that these Attachments are part of this Lease:

**Attachments:**

- Rent Collection Policy
- Insurance Addendum
- Smoke-Free Environment Policy
- Move-In Inspection Report
- Schedules of Excess Utility Allowances
- Federal Privacy Act Notice
- Applicant/Tenant Certification
- Form for Permission for Maintenance to Enter Home
- Code of Conduct for Resident and Visitors
- Vehicles and Parking Policy
- Resident's Rights Packet (Blue Paper)
- Attachment Certification (Ivory Paper)

As a new resident, I certify that I have read the lease, watched the House Cleaning Video and the lease has been explained to me by the Authority staff before signing. **I understand the lease is for one year and that recertification will be held annually.** I certify that I have leased an apartment and that upon my decision to vacate, I must return the door key and the mailbox key the day I vacate the apartment.

**Required Signatures:**

RESIDENT: 1) \_\_\_\_\_ Date \_\_\_\_\_

2) \_\_\_\_\_ Date \_\_\_\_\_

3) \_\_\_\_\_ Date \_\_\_\_\_

LANDLORD: 1) \_\_\_\_\_ Date \_\_\_\_\_