CITY OF TUCSON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC HOUSING DWELLING LEASE
PART I of II

Premises (unit address):	Apt.	Lease #:
City:	State: Arizona - Zip Code:	Unit Size:

1. DESCRIPTION OF THE PARTIES AND RESIDENCE

A. The City of Tucson Housing and Community Development Department, a Public Housing Agency under Code 24 of Federal Regulations, referred to hereafter as Landlord, relying upon the representations made by Tenant as to household composition, employment and income of the head of household and members of the household, does hereby enter into this Dwelling Lease (Lease) for the above referenced Public Housing Premises upon the terms and conditions described in Parts I and II of this Lease, with the following individuals:

First Name, Middle Initial, Last Name of Household Member	Relationship to Head of Household	Date of Birth
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

The address of the Residence leased is: _____, _____, Arizona, _____.

B. Premises must be used only as a private residence, solely for Tenant and the household members named above. Landlord may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities incidental to the residential use subject to Landlord's policy on such activities.

C. Any additions to the household members named on this lease, including Live-In Aides and foster children, but excluding natural births, adoption or court awarded custody of minor children, require the advance written approval of Landlord. Such approval will be granted only if the new family member(s) pass Landlord'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 Landlord's approval before allowing additional persons to move into the premises with the exception of birth, adoption, or court awarded custody of a child. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease for which Landlord may terminate the lease.

D. Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to Landlord in writing, within 10 business days of the occurrence. Tenant must report the temporary absence of any household member to the PHA within 10 business days of the occurrence.

E. Tenant has the right to exclusive use and occupancy of the Residence for Tenant and other household members listed on the lease. Tenant may allow guest(s) or visitor(s) as described in Part II, Section 2.D., and shall not accept any payment for such occupancy.

2. LEASE TERM AND PAYMENTS DUE UNDER THIS LEASE

A. Lease Term

The initial term of this lease shall be for 12 months, beginning on _____ ____, _____. For renewal of lease terms refer to Section D below.

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

[__]**Tenant chooses to pay flat rent**. Initial rent (prorated for partial month) shall be $_____. Thereafter, flat rent in the amount of $_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th day of the month. Flat rent does not include a utility allowance.

[__]**Tenant chooses to pay income-based rent**. Initial rent (prorated for partial month) shall be $_____.

Thereafter, rent in the amount of $_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th day of said month.

In the event the lease term begins on a day of the month other than the 1st, the **initial pro-rated rent** payment for the first month, beginning _____ and ending _____ is $_____, and is due and must be paid in full at the time this Lease is executed.

Income-based rent may include utilities as described in Section 3 below, and 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.

The PHA's minimum rent for the dwelling unit leased to Tenant is $50.00. Provision is made for exemption due to financial hardship as defined in the PHA's ACOP.

This rent shall remain in effect unless adjusted by Landlord in accordance with Part II, Section 1.B of this lease.

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

C. Late Fees:

If rent is not paid in full by end of business on the 5th calendar day of each month, **Landlord may assess a late charge of $25.00 on the 6th day of the month**. In cases of hardship, a plan to temporarily pay monthly rent in two installments may be made with prior written approval of Landlord. .

Landlord shall charge/collect a fee of **$28.00** on any returned checks. Charges for late fees and returned checks are due fourteen (14) calendar days after Tenant receives Landlord's written notice of the charge. Landlord may require the tenant to pay by certified check or money order if Tenant's bank has returned one or more personal checks unpaid. Landlord will not accept personal checks from Tenant after Landlord has given Tenant a notice of lease termination. Landlord may make written demand for payment immediately upon receipt of a returned check. Rent is delinquent upon a bank's return of an unpaid check.

D. Renewal of Lease:

Unless otherwise modified or terminated in accordance with Sections 8 and 12 of Part II, or unless not renewed for noncompliance with the 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.

E. Security Deposit:

At the time that Tenant signs this dwelling lease, he/she will also pay to Landlord a **Security Deposit of $**_____. This security deposit is in accordance with the Security Deposit schedule.

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

After this dwelling lease is "terminated", the tenant has vacated the unit, and Landlord has inspected the unit, Landlord has the right to apply such amounts from the Security Deposit as are reasonably necessary to remedy any damages suffered or incurred by Landlord due to any of the following: Tenant's nonpayment of rent, or any Other Charges or Excess or Additional Utilities Charges hereunder; damage to the Residence or the PHA's property caused by Tenant, Tenant's household members or guests or visitors, and which exceeds normal wear and tear; and Landlord's expenses in cleaning the Residence which exceeds normal wear and tear after Tenant vacates the Residence.

Within sixty (60) calendar days after Tenant vacates the residence, the refundable amount (if any) of the Security Deposit will be returned and (unless the entire Security Deposit is returned) a written itemization of costs, charges or expenses or damages incurred and the disposition of the Security Deposit will be mailed to Tenant's last known address, or Tenant's forwarding address if such forwarding address is furnished to Landlord by Tenant.

If such costs, charges or expenses or damages exceed the amount of the Security Deposit, Tenant will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Rental Agreement.

F. Payment Location:
Payment of rent and other charges can be paid to Landlord at _____, City of Tucson, Arizona. Rent payments can be made in person at the above address during regular business hours, as posted at the offices and on the

PHA's website. If needed, as a reasonable accommodation, Landlord shall make other arrangements for payment of rent. Landlord will not accept cash.

3. UTILITIES/APPLIANCES

A. The following utility service(s) and appliances, marked by an X, will be the responsibility of the Tenant:

Utility Type	X if Tenant Supplied	Utility Type	X if Tenant Supplied
Water		Sewer	
Electric		Gas	
Stove		Refrigerator	
Trash		Other:	

B. Tenant will pay for the excess use of utilities, when applicable, according to the Utility Schedule, which will be posted at the Landlord's site office and incorporated into this rental agreement by reference. Tenant will arrange with the local utility companies for turn on of those utilities not provided by Landlord under 3(A) above, on or before the initial date of this lease. Tenant agrees that it is his/her responsibility to ensure tenant provided utilities are connected at all times during the tenant's occupancy, and that failure to maintain utility services is a material breach of this lease and grounds for termination.

If tenant resides in a PHA property where Landlord does not supply electricity, natural gas, or heating fuel, and Utility Allowance (UA) shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplies. In income-based rent, the Total Tenant Payment (TTP) less the UA equals the Tenant Rent (TR). If the UA exceeds the TTP, Landlord will pay a Utility Reimbursement to the Utility Supplier(s) each month.

Landlord may change the UA at any time during the terms of the lease, and shall give Tenant written notice of the revised UA along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the UA, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bills are less than the UA, Tenant shall receive the benefit of such saving.

4. OTHER CHARGES

A. Maintenance Costs – Tenant agrees to pay other reasonable charges ("Other Charges") for the PHA"s cost of services and repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, as well as for unauthorized alteration to the Residence or public areas caused by the Tenant, Tenant's household members, Tenant's guests or visitors. Other Charges will be billed to Tenant, and if necessary, Landlord will specify the damaged items, corrective action taken and the cost of corrective action. The cost of repairs will be based upon the Schedule of Other Charges posted at Landlord's site office and incorporated into this rental agreement by reference, or the actual cost of the repair incurred by the PHA

B. Landlord will accept payment of Other Charges separately from payments of rent owed by Tenant. All Other Charges will be considered additional rent and the failure of Tenant to pay Other Charges when due will constitute a breach of this rental agreement. Other Charges will be due and payable to the Housing Authority fourteen (14) calendar days after the Housing Authority gives written notice of the charges to the tenant.

5. EXECUTION: By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of the lease and all additional documents made a part of the lease by reference.

By the signature(s) below, I/we also acknowledge that the Provisions of Part II of this lease agreement and any documents made of part of this lease be reference have been thoroughly explained to me/us by Landlord representative.

IN WITNESS WHEREOF, the parties have executed this Lease this _____ day of _____, _____.

Tenant Signature(s)

Head of Household		Date:
Spouse or Co-Head		Date:
Other Adult		Date:
Other Adult		Date:
Other Adult		Date:

Landlord Signature:

Landlord Representative Signature	Title	Date

TENANT'S CERTIFICATION

I,_____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to Landlord before execution of the lease, or before Landlord's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to Landlord in connection with any federal housing assistance program, before and during the term of the lease, are true and complete to the best of my knowledge and belief.

Tenant's Signature_____Date_____

ATTACHMENTS:

Tenant is to initial in the space next to each attachment provided:

	Initial		Initial
Copy of this lease		Grievance Procedures	
Tenant Handbook/House Rules & Regulations		Standard Maintenance Charges (may be updated)	
Pet Policy		Watch Out for Lead Paint Poisoning Brochure	
Move-In Inspection Report		Other:	

STATEMENT ON RECEIPT OF INFORMATION

I/We acknowledge I/we have received a copy of the above information, including "The Danger of Lead Poisoning to Renter". The above information has been thoroughly explained to me/us. I/We understand the possibility of lead based paint may exist in the unit.

Tenant's Signature_____Date_____

Landlord Office Address_____Hours_____

Telephone Number: _____

Emergency Maintenance Telephone Number: (520)-791-4144
Monday through Friday after 5 p.m., weekends and holidays.

CITY OF TUCSON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC HOUSING DWELLING LEASE
PART II of II

1. **TERMS AND CONDITIONS**

A. Emergency Contact.

At the time of admission all Tenant's must identify the family member(s) or other named person or agency to be contacted if they become unable to comply with lease terms and to contact in case of an emergency.

B. Redetermination of rent, dwelling size and eligibility.

The rent amount as fixed in Part A of this lease agreement is due each month, until changed as described below.

The family's composition is to be re-examined at least once a year. Landlord 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, Landlord shall re-examine the income of the family no less than every three (3) years. Flat rent shall be adjusted annually. Adjustments to the flat rent shall be effective on the family's annual re-examination date.

Once a year or more frequently from time to time as requested by Landlord, Tenant agrees to provide Landlord with a true and complete written certification of family composition.

Tenant promises to supply Landlord, when requested, with accurate information about: family composition, age of family members; income and source of income for all family members, assets, and other related information deemed pertinent by the PHA, necessary to determine eligibility, annual income, adjusted income, and rent, which will be reviewed by Landlord, and used by Landlord to make determination with respect to rent, eligibility, and the appropriateness of dwelling size. Failure by Tenant to provide requested information is a serious violation of the terms of the lease, and Landlord may terminate the lease.

Landlord shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such actions must be taken for compliance under this section. This information will be used by Landlord to determine the amount of rent charged, and whether the dwelling size occupied by Tenant is still appropriate for Tenant's needs.

Any rent adjustment required as a result of the Regular Review will be effective as of the date of the redetermination. The Regular Review will typically occur on the same date or dates each calendar year during Tenant's occupancy. If Tenant does not provide Landlord with the written verification as to all items requested as described above within ten (10) calendar days of Landlord's request, or if Tenant shall misrepresent any material fact or shall omit or fail to state any material fact therein, then Tenant will have materially breached this Lease.

C. Interim Rent Redetermination

(1) For families paying income-based rent the monthly rent described in Section 2 of this Lease as adjusted pursuant to the latest Regular Review described in subparagraph (A) above, will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstances" occur:

(a) There is a loss of head of household (Tenant), due to death, abandonment, separation, divorce or other continuing circumstances. In such event, the Lease shall terminate and a new lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted Polices of the Occupancy Handbook (a copy of which is on file in the Landlord's Site and Main Offices, and which is incorporated herein by reference), and the PHA.

(b) There is a loss of any person(s) other than head of household, whose name is listed in Section 1(A), as a "Tenant".

(c) There is an addition of a member of the household by marriage, remarriage, adoption, birth, court awarded custody, and co-habitation or otherwise. 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, absent a reasonable accommodation.

(d) Tenant can show a change in his/her family circumstances (such as decrease in income) or other similar circumstances which will create a hardship to the Tenant in relation to the payment of rent. In the event the monthly rent payment is decreased because of verifiable hardship to Tenant, Tenant must promptly report to Landlord any increases in family income which occur before the next Regular Review and the monthly rent will be appropriately adjusted.

(e) There is an increase in household income:

Tenant must report within 10 business days of the occurrence:

All increases in income; and

All additional sources of income

Failure to report increases and new income within the 10 business days may result in a retroactive rent charge.

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES DESCRIBED IN SUBPARAGRAPHS (a), (b) AND (c) AND ANY INCREASES IN FAMILY INCOME IN SUBPARAGRAPHS (d) MUST BE REPORTED TO LANDLORD WITHIN TEN (10) BUSINESS DAYS OF THEIR OCCURRENCE AND ANY FAILURE BY TENANT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL BE A MATERIAL BREACH OF THIS LEASE.

(2) For families paying flat rent the monthly rent described in Section 2 of this Lease as adjusted pursuant to the latest Regular Review described in subparagraph (A) above, will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstances" occur:

(a) If Landlord determines that the family is unable to pay the flat rent because of financial hardship.

(i) If the family applies and Landlord approves a hardship exemption, Landlord shall immediately provide for the family to pay rent in the amount determined under income-based rent.

(ii) Hardship is defined in the PHA's ACOP.

(b) If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual re-examination whether to choose income-based rent or flat rent.

(3) Rent Adjustments: If, upon verification of a Change in Circumstances, Landlord determines that Tenant's monthly rent does not conform to the approved schedule of rents, an adjustment in the monthly rent will be made so that the monthly rent then conforms to the schedule of rents. Tenant will be notified in writing of any rent adjustments. All notices will state the effective date of the rent adjustment. Interim adjustments in the monthly rent will be effective as follows:

(a) Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported to Landlord's office.

(b) Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstances occurred.

(c) 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.

(d) No interim increase or decrease in rent will be made until all the information needed to make the determination has been verified by the PHA

D. Retroactive Rent: If it is found that Tenant has intentionally misrepresented or intentionally failed to provide true and complete information, that the rent paid by Tenant is less than should have been charged, then Landlord may at its option terminate the Lease for material breach, and/or make any rent increase retroactive to the date such increase would have been effective had Tenant not engaged in misrepresentation, withholding, or omission, and any additional rent past due shall be immediately paid by Tenant. If Tenant fails to report a Change in Circumstances promptly upon its occurrence, Tenant must immediately pay any additional rent which Landlord would have received had Tenant made a prompt report.

E. Notice: Landlord will mail or deliver a "Notice of Rent Adjustment" to Tenant at the Residence in accordance with Section 10 of this Lease in the event the monthly rent payment is increased or decreased pursuant to this section.

F. Change in Residence/Transfers

(1) Tenant agrees that if Landlord determines that the size or design of the dwelling unit is longer appropriate for Tenant's needs, Landlord shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design and to transfer to the new unit assigned to Tenant by Landlord.

(2) Landlord may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, Landlord 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, of if another unit is available which has the special unit features requested by or on behalf of a disabled family member, Landlord may transfer Tenant to another unit with the features requested, at Landlord's expense.

(4) 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.

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by Landlord. Tenant shall be give up to 15-days time in which to move following deliver of a transfer notice. If Tenant refuses to move Landlord may terminate the Lease.

(6) 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.

(7) Landlord will consider any Tenant requests for transfers in accordance with the transfer priorities established in the ACOP.

(8) Landlord 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 PHA properties.

2. TENANT'S OBLIGATIONS

Tenant agrees:

A. Not to assign this dwelling lease or to sublease or transfer possession of all or any rooms of the Residence.

B. Not to provide accommodation for boarders or lodgers.

C. To insure that no member of the household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of the PHA's property except in accordance with the PHA's pet policy. Pets may only be permitted with the written authorization of the PHA, in which case Landlord and Tenant shall execute a Pet Agreement as an Addendum to this Lease which Agreement will be incorporated into this rental agreement by reference.

However, in any PHA property, a person with a disability may request a reasonable accommodation to keep a companion or service animal for his or her disability. An animal needed as a reasonable accommodation is not subject to the PHA's pet policy, although it is subject to reasonable health and safety rules.

D. To use the Residence solely as a private dwelling for Tenant and Tenant's household, and not to use, or permit its use, for any other purpose. Tenant may provide reasonable accommodation for Tenant's guest, visitors, foster children or live-in care for a member of Tenant's household, except that Tenant must obtain written permission of Landlord prior to giving accommodations to foster children or live-in care providers. With the consent of the PHA, the tenant may engage in legal profit making activities in the dwelling unit, where Landlord determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

E. To promptly report to the PHA, and obtain Landlord's approval for, the presence of any guest or visitor, not identified in Part 1 of this Lease as a member of Tenant's household, who remains in the Residence for over 3 consecutive or 14 cumulative calendar days in any 12-month period.

F. To abide by all necessary and reasonable rules and regulations established the benefit and well being of the PHA property in which the Residence is located and the other tenants, which rules and regulations will be posted in a conspicuous manner in Landlord's site office(s), and are incorporated by reference into this Lease. Such rules and regulations may be modified from time to time. Violation of such regulations constitutes a violation of the Lease.

G. To comply with all obligations imposed upon tenants by applicable provisions of local, state and federal building and housing codes, which materially affect health and safety.

H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other utilities, facilities and appurtenances, including, if applicable, elevators.

I. To refrain from installing equipment or major appliances without written consent of Landlord. To make no changes to locks or install new locks on exterior doors without Landlord's written approval.

J. To refrain from and cause the household members and guests from defacing, painting, damaging, destroying or removing any part of the Residence or PHA property.

K. To refrain from and cause the household members and guests from harassing other tenants, authorized vendors, service personnel or representatives of the PHA.

L. To refrain from permitting his/her children, children of household members and guests from playing on fences, roofs, trees and shrubbery on the PHA property.

M. To make no major repairs, alterations or additions without the prior written consent of Landlord which consent Landlord may withhold in its sole discretion and to make no alterations or repairs at the cost of the PHA without the PHA's authorization.

N. To conduct himself/herself and to cause other persons who are in or at the Residence with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their residences and the public areas and will be conducive to maintaining the PHA property in a decent, safe and sanitary condition. To act in a cooperative manner with neighbors and the PHA's Staff. To refrain and cause member of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the PHA's staff.

O. To pay reasonable charges (other than normal wear and tear) for the repair of damages to the residence, PHA buildings, facilities or common areas, which are caused by Tenant, his/her household members or guests, according to the Schedule of Other Charges referred to in Section 4(A) of Part I.

P. To assure that Tenant, any member of the household, any guest, or any other another person under Tenant's control, (whether or not such persons' presence on the Premises is then known by Tenant or Tenant is aware of the conduct of such persons), shall not engage in:

(1) Any criminal activity or conduct, including loud or obnoxious behavior, vulgar language, racial or ethnic slurs, abusive acts or language, hostility, physical aggression, and intimidation, that threatens the health, safety, or right to peaceful enjoyment of Landlord's public housing premises by other residents, agents, representatives or employees of the PHA, or;

(2 Manufacturing, selling, delivering, possessing with intent to sell or deliver, or use of an illegal drug(s), or otherwise possessing an illegal drug(s) including marijuana or drug paraphernalia, on or off the premises (not just on or near the premises), while Tenant is a resident in public housing;

(3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord.

Q. Not to display on or about the Residence or PHA property any advertisement for goods or services without the prior written consent of the PHA, which approval may be withheld at Landlord's sole discretion.

R. To park only in areas designated for Tenant's parking and to ensure that guests and visitors do not park in parking areas of other tenants of the PHA property.

(1) To abide by parking regulations adopted by Landlord which regulations shall be posted in the parking areas when feasible, and in Landlord's site office, and are incorporated herein by reference.

(2) To refrain and to cause other household members, guests or visitors to refrain from parking on any right-of-way or fire lane designated and marked by the PHA, and on sidewalks, lawns or other unauthorized areas.

(3) To promptly notify Landlord of any vehicles to be added or deleted from Landlord's list of authorized vehicles and to obtain the required approval for approved additions. Tenant must notify Landlord immediately when a vehicle needs to be removed and the parking space is no longer required,

(4) To refrain from and to cause household members and guests to refrain from using PHA property lawns, sidewalks, and parking areas for the washing, servicing or repair of vehicles.

(5) To refrain from keeping trailers and non-operating vehicles and/or parts on the premises. Any inoperable, unlicensed or unregistered vehicle as described above will be removed from Landlord's property at Tenant's expense.

S. Not to:

(1) Commit any fraud in connection with any Federal housing assistance program, or

(2) Receive assistance for occupancy in any other unit assisted under any Federal housing assistance program during the term of the lease.

T. To transfer to another PHA unit upon Landlord's request when:

(1) Tenant occupies an ADA unit, Tenant does not require the ADA features of the unit, and Landlord needs the accessible unit to house a disabled family; or

(2) Tenant is over or under housed, based on Landlord's occupancy standards.

U. To give prompt written notice to Landlord prior to leaving the dwelling unit unoccupied for any period exceeding two weeks (14 consecutive calendar days).

V. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

(1) To not disconnect any smoke alarm in the dwelling unit. Tenant disconnection of any smoke alarm is a health and safety violation.

(2) To notify Landlord immediately when any smoke alarm is not operable.

W. To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement, or are no longer residing in the unit.

(1) Community service requires that each non-exempt adult resident shall contributes 8 hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for 8 hours per month.

(a) Exemption is provided subject to specific requirements as described in the PHA's ACOP, upon verification.

(b) Tenant must immediately notify Landlord of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.

(2) Noncompliance: Landlord shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.

[_____] Tenant's Initials [_____] Date [_____] Landlord Representative's Initials [_____] Date

3. TENANT'S OBLIGATIONS FOR MAINTENANCE OF THE UNIT:

A. To keep the Premises, PHA Property, and such other areas as may be assigned to Tenant's use in a clean, orderly and safe condition. If authorized in advance in writing by Landlord, Tenant may paint or make minor repairs to the Premises at his/her expense. Tenant accepts the unit and fixtures, as is, except for conditions materially affecting the health or safety of persons. Landlord disclaims all implied warranties. Tenant will be given a Move-In/Move-Out Inspection form on or before move-in. Within 48 hours after move-in, Tenant must sign and note on the form all defects or damage and return it to the property manager of Landlord. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

B. Tenant must use customary diligence in maintaining the unit and not damaging or littering the common areas. Tenant may not in any way perform alterations to the Premises, inside or outside. Alterations, as used herein, means all additions, improvements, and redecorations including, but not limited to, wall papering (Tenant will not apply wall paper, contact paper or paneling to any walls, doors or ceiling of the Premises), the installation of locks, lock changes, re-keying, carpeting (Tenant will not install or cause to be installed, wall-to-wall carpet or carpeting that is tacked or glued to the floors or stairways), floor coverings, cabinets, woodwork, stone, ironwork, doors, screens, murals, awnings, phone or cable television outlets, alarm systems, appliances, light fixtures, shrubs, and the driving of large nails and screws into or otherwise defacing walls, floors and ceilings. Tenant shall obtain written permission before painting and shall not make any alterations, additions or improvements without first obtaining Landlord's written consent. At the time Tenant vacates, the Premises must be restored to its original condition at the expense of Tenant. At Landlord's option, additions and alterations may remain with the Premises.

C. Water furniture is not permitted. No aquarium with a capacity greater than 10 gallons shall be kept on the Premises or in any unit, without Landlord approval. Tenant(s) must place any and all aquariums in a safe location in the unit and give such aquarium stable support. Tenant shall be responsible for all damage caused by leakage or breakage from any aquarium.

D. Tenant agrees not to alter, damage, or remove PHA property, including alarm systems, appliances, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. Alterations shall become the property of Landlord and be surrendered with the Premises at the end of the Lease term, without disturbance of any kind.

E. YARD CARE: Residents shall be responsible to maintain yards, including front, rear and side yards. Tenant maintenance shall include: picking-up trash and watering of trees and shrubs. If Tenant fails to do so Landlord may, at its discretion, provide the necessary yard maintenance and charge Tenant.

F. To provide reasonable care and perform interim testing of smoke detectors to assure they are in working order.

SMOKE DETECTORS: Landlord will furnish smoke detectors as required by statute and will test them and provide working batteries. Landlord will replace dead or missing batteries as needed. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant, any Household Member or guest of Tenant disable or damage the smoke detector, or fail to report malfunctions to Landlord, Tenant will be liable to others and Landlord for any loss, damage, or fines from fire, smoke, or water.

In units where tamperproof smoke detectors have been installed, Tenant is not to tamper with the smoke detector. The unit is sealed and can only be serviced by Landlord personnel. If the detector is tampered with there will be a replacement charge.

G. TRASH/GARBAGE: Place all garbage, rubbish and other refuse from the Premises in secured bags; and place all bags in dumpsters or receptacles at locations designated by Landlord. Tenants are required to obtain a plunger and are responsible to keep toilets and sinks clear. If Landlord is called to clear a blockage that a plunger will clear, a charge may be assessed.

H. FIXTURES: To refrain from placing fixtures, i.e., signs or fences, in or about the premises. Tenant shall notify Landlord in writing prior to installation of satellite TV dishes to avoid charges to the tenant if installed improperly.

I. REPORTING REPAIRS: To promptly report to Landlord any needed repairs to the Premises.

J. DOWNSPOUTS/SPLASH BLOCKS: Tenant shall be required to maintain downspouts and splash blocks if present on the unit. Tenant maintenance shall include assuring these items are not damaged and keeping them clean and clear of debris (at bottom of downspout) to assure proper function.

K. LOCKS: Tenant is prohibited from installing private lock systems that would prevent access to the Premises or any areas therein. Should such a lock system be installed it will be removed and a Landlord system installed at the cost of Tenant. The installation of double dead-bolts is prohibited.

L. ACCESS: In the event that it becomes necessary for a service contractor to enter the Premises it shall be Tenant's responsibility to facilitate access. Landlord will be responsible to coordinate with the Tenant and vendor to allow access as well as the security of the unit. Further, because the vendor is under contract with Landlord, if the vendor is unable to access the unit there will be a service charge. In the event of a service charge Tenant will be responsible to reimburse Landlord the amount charged by the vendor.

M. To leave the dwelling unit upon vacating the Premises in a clean and good condition, normal wear and tear excepted, and to return all keys to Landlord. Any property or personal belongings left by Tenant in or about the Premises after he/she vacates will be considered abandoned and may be disposed of as Landlord sees fit at the tenant's expense.

N. APPLIANCES - MAINTENANCE: Tenant is responsible to use appliances provided by Landlord as intended, to maintain their cleanliness and not to modify them in any way.

O. APPLIANCES - TENANT OWNED: Tenant is prohibited from installing privately owned appliances without prior written approval from Landlord. Small appliances are not included. If such an installation is approved, Tenant shall be responsible for proper installation and to maintain said appliances in good clean working order. In the event that Landlord determines that the appliance is improperly installed or is not being kept in a good clean working order Tenant will be required to remove the appliance. Should Tenant refuse, Landlord will have the right to remove it at Tenant's expense. Upon move-out the Premise must be restored to original condition.

P. EXTERMINATIONS: Tenant is responsible to keep all surfaces in a clean and sanitary condition, thereby not providing a food source for pests. Should Tenant fail in this area, Landlord reserves the right to have the unit professionally cleaned to rid the unit of food sources and extermination of pests, and pass the cost on to Tenant. This section is not applicable to bed-bug infestations.

Q. UNSANITARY/UNSAFE UNIT CONDITIONS: Tenant is responsible to maintain the Premise clutter-free, clean and otherwise sanitary for Landlord personnel to safely enter the Premises to perform inspections and repairs. Should, in the determination of Landlord, the unit become unsafe to enter because of excess clutter or be found unsanitary, only emergency repairs will be performed until the unit is brought up to HUD Uniform Physical Condition Standards (UPCS). If after a period of thirty days the unit still fails UPCS, Landlord may proceed with termination of tenancy or eviction

R. WINDOW/DOOR ACCESS: Tenant is prohibited from placing furnishings or other obstacles in front of windows and doors where the window or door is the only second means of escape in case of fire.

S. LIGHTS: Tenant is required to provide a working light source for each room where an overhead light is not present. Landlord guidelines state that upon entering a room the switched receptacle must have a working light source.

[_____] **Tenant's Initials** [_____] **Date** [_____] **Landlord Representative's Initials** [_____] **Date**

4. LANDLORD'S OBLIGATIONS

Subject to the obligations of Tenant hereunder, including, without limitation, the obligation to pay rent and to maintain the Residence in clean and sanitary manner, Landlord agrees:

A. To maintain the dwelling unit and the PHA property in a condition that is decent, safe, sanitary and in good repair.

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

C. To make necessary repairs to the dwelling unit.

D. To keep PHA property buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

E. To 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 Landlord.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant and his/her household) for the deposit of garbage, rubbish and other waste which must be removed from the premises by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.

G. To supply running water and reasonable amounts of hot water as required.

H. To notify Tenant of the specific grounds for any proposed adverse action by Landlord (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 Landlord is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

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

(2) In the case of proposed adverse action other than a proposed lease termination, Landlord 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.

I. 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 obligation of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require 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.

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

(1) Fraud; or

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

(3) Failure to participate in a work activities requirement.

Landlord will verify the above circumstance through the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

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

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

(2) When the family has sought but cannot find employment; or

(3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

K. To publicly post in a conspicuous manner in Landlord's site office, all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies to Tenant on request, at a reasonable charge per each page.

L. To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, or stalking addressed in 24 CFR Part 5, Subpart L.

IT IS EXPRESSLY UNDERSTOOD THAT NEITHER LANDLORD NOR ANY OF ITS REPRESENTATIVES SHALL BE LIABLE FOR DAMAGE OR LOSS FROM THEFT OR FROM ANY OTHER CAUSE WHATSOEVER.

5. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Landlord's Responsibilities:

A. Landlord shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

B. Landlord shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Landlord is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, Tenant's household member(s), persons under Tenant's control, or Tenant's guests.

C. Tenant shall accept any replacement unit offered by Landlord.

D. In the event repairs cannot be made by Landlord, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations of if the damage was caused by Tenant, Tenant's household member(s), persons under Tenant's control, or Tenant's guests.

E. If Landlord determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid for future occupancy will be refunded to Tenant.

6. INSPECTIONS AND ENTRY OF PREMISES DURING TENANCY

Inspections:

A. Move-In Inspection: Landlord and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. Landlord will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by Landlord and Tenant and a copy of the statement retained by Landlord in Tenant's folder. Any deficiencies noted on the move-in inspection report will be corrected by the PHA, at no charge to Tenant.

B. Other Inspections: Landlord will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

C. Move-out Inspection: Landlord will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join such inspection, unless Tenant vacates without notice to Landlord.

Entry of Premises during Tenancy:

A. Tenant responsibilities:

(1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable business hours (8:00 AM to 5:00 PM M/F) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(2) When Tenant requests maintenance to the unit, in person or via telephone, fax or e-mail, Landlord shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when Landlord visits the unit to perform requested maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Landlord's responsibilities:

(1) Landlord shall give Tenant at least 48 hours written notice that Landlord intends to enter the unit. Landlord may enter only at reasonable times.

(2) Landlord may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Landlord shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

(4) Landlord will not enter the unit if only minor children are present.

7. NOTICE PROCEDURES

A. Tenant Responsibility – Any notice to Landlord must be in writing, delivered to the Landlord's site office, or sent by prepaid first-class mail, properly addressed as provided above.

B. Landlord's Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(1) In the case of notice of proposed changes in rules, regulations, procedures or schedules referred to in this Lease, Landlord may, as an alternative to any of the notice provided in above, post such notice in at least three (3) conspicuous places within the structure or building in which the Residence is located, as well as in a conspicuous place in Landlord's Site office.

C. Notices given as provided above shall be deemed effective on the date personally delivered or posted or, in the case of notices given by mail, two (2) days after the date of mailing.

D. Unopened, canceled, first claim mail resumed by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

E. If Tenant is visually impaired all notices must be in an accessible format.

8. TERMINATION OF LEASE.

A. This Lease may be terminated at any time by Tenant by giving thirty (30) days written notice as described above. Tenant agrees to leave the residence in clean and good condition, reasonable wear and tear excepted, and to return the keys to Landlord when Tenant vacates the Residence (rent may continue until keys are returned to Landlord's Office). If Tenant transfers to another Landlord operated dwelling unit, payment of any unpaid balance of Other Charges or rent due under this lease will become part of the consideration for the lease of the other Landlord operated dwelling unit.

B. Landlord shall have the right to terminate or refuse to renew this lease for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant's obligations set forth above, or for other good cause. Such serious or repeated violations of terms shall include, but not be limited to:

(1) The failure to pay rent or other payments when due;

(2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th day of the month. Four such late payments within a calendar year shall constitute a repeated late payment.

(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

(4) Misrepresentation of family income, assets, or composition;

(5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income of composition needed to process annual reexaminations or Interim redeterminations;

(6) Refusal to accept and execute an amendment or written rider to lease after Landlord provides at least 60 days notice of the proposed effect of the amendment or written rider and provides the tenant a reasonable time to respond to the offer to execute the amendment or written rider;

(7) Serious or repeated damage to the dwelling unit or creating physical hazards in the unit, common areas, grounds, or parking areas in any PHA property site;

(8) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Landlord's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;

(9) Alcohol abuse that Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

(10) Fleeing to avoid prosecution or custody confinement after conviction, of a felony;

(11) Violating a condition of probation or parole imposed under Federal or State law;

(12) Weapons or illegal drugs seized in a PHA unit by a law enforcement officer;

(13) Any fire on Landlord premises caused by the tenant, household members or guests' neglect;

(14) Continued noncompliance with the community service requirement, on the part of any non-exempt adult resident.

(a) Continued noncompliance is defined as the 12-month period after the head of household and noncompliant non-exempt adult has signed an agreement that the noncompliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.

(b) This continued noncompliance will result in eviction of the entire family, unless the noncompliant family member is no longer part of the household.

(15) Family absence from the unit for 90 or more consecutive days in a 12-month period.

C. Landlord shall terminate assistance permanently for persons convicted of manufacturing or producing methamphetamine on premises.

(1) "Premises" is building the building or PHA property in which the dwelling unit is located, including common areas and grounds.

D. Landlord shall give written notice of the proposed termination of the Lease of:

(1) Fourteen (14) days in the case of failure to pay rent;

(2) Three (3) days or less, if necessary, if Tenant, a member of his/her household or a visitor or guest creates or maintains a threat to the health or safety of other tenants, Landlord employees or the public, or if Tenant, a member of his/her household or a visitor or guest engages in any illegal criminal activity, drug activity in or near the public PHA property; and

(3) Thirty (30) days in all other cases.

E. The notice of termination to Tenant:

(1) Shall state reasons for the termination, shall inform Tenant of his/her rights to make a reply to the termination notice as he/she may wish, and of the Tenant's right to examine Landlord's documents directly relevant to the termination or eviction.

(2) When Landlord is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's grievance procedures.

(3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section.

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

(4) When Landlord is required to offer Tenant the opportunity for a grievance hearing under the PHA's grievance procedures 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 period to request a hearing has expired, or (if a hearing is requested within the time frame for requesting a hearing) the grievance process has been completed.

(5) When Landlord is not required to offer Tenant the opportunity for a hearing under the grievance procedure and Landlord has decided to exclude such grievance from Landlord grievance procedure, the notice of lease termination shall:

(a) state that Tenant is not entitled to a grievance hearing on the termination;

(b) include the name, address and telephone number of a legal services program operating in Pima County, Arizona;

(b) specify the judicial procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

(c) state whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity, as described in the PHA's Admissions and Continued Occupancy Policy.

F. HUD's regulations in 24 CFR Part 5, Subpart L, apply if a current or future tenant is or becomes a victim of domestic violence, dating violence, or stalking (See VAWA Section 10 below).

G. When Landlord evicts a tenant from a dwelling unit for criminal activity, Landlord shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

9. ATTORNEY FEES

Tenant agrees to pay any Attorney's fees assessed in the event court action is required to enforce any terms and condition of the Rental Agreement by the PHA, provided Tenant does not prevail in said court action.

10. GRIEVANCE PROCEDURE

Except as provided in Section 7 above, all grievances or appeals arising under this Lease, shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal, prior to Landlord commencing any eviction action. This grievance procedure is part of the PHA's ACOP, shall be posted in Landlord's Office, and a copy provided to each Tenant, ***and is incorporated herein by this reference***.

11. VIOLENCE AGAINST WOMEN'S ACT

If a member of the tenant's household or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incident of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing it this lease revision prohibits the PHA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the PHA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and the incident or incidents which are subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the PHA request the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the PHA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the PHA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The PHA may bifurcate the lease, in order to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without eviction, removing terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The PHA may evict a tenant for violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the PHA does not subject an individual who is or has been victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard that other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to the victim's unit and any other area under their control, is subject to eviction.

The PHA may terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the PHA if that tenant's tenancy is not terminated and

None of these provisions shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

12. CHANGES AND MODIFICATIONS

This Lease consisting of Part I and II, together with the rules and regulations, schedules, grievance procedures incorporated herein, *any Pet Agreement* incorporated herein, and any future adjustments of rent or the Residence, evidences the entire agreement between Landlord and Tenant and supersedes all prior understanding or agreements, both oral and written. Landlord may, from time to time, make changes or amendments in the Schedule of Utility Allowances, Schedule of Other Charges, the schedule with respect to Excess Utilities Charges, parking rules and regulations and any and all other rules, regulations, schedules or procedures hereunder or affecting the Lease, any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become a part of the Lease. Any changes or amendments to this lease except for changes to rent, changes in the schedules rules, regulations or procedures applicable to the PHA property which have been posted by Landlord in Landlord Office (including, without limitation, those specifically referred to above), shall be done by a written amendment to the Lease signed and dated by both parties. Thirty (30) days written notice must be given to Tenant before any changes or amendments can be made to the schedules, rules, regulations or procedures described above and which do not require a written amendment to this Lease, setting forth the proposed changes, the reasons therefore and giving Tenant an opportunity to present written comments to be taken into consideration before any changes or amendments become effective.

13. NO WAIVER

Notwithstanding any conduct or custom on the part of the PHA, the failure of Landlord to enforce any of Landlord's rights under this Lease shall not be construed as having created a custom in any way contrary to the specified terms of this Rental Agreement or as having in any way modified this Rental Agreement or as having constituted a waiver of any of Landlord's rights or obligations under this Rental Agreement.

14. MISCELLANEOUS:

A. SEVERABILITY. If any provision of this Lease is found to be void, unenforceable, or illegal, then the remaining provisions shall remain in effect.

B. CONSTRUCTION. The various head notes and groupings of the provisions of the Lease are for convenience and reference only and are in no way intended and shall not be construed to limit or restrict the meaning or the application of any of the provisions to which they refer.

15. RESERVATION OF RIGHTS:

A. It is hereby further understood and agreed between Tenant and Landlord that Landlord reserves all rights and remedies to terminate this Lease and/or make any claim for rent due or other charges or Lease violations arising under any prior lease with Tenant of these Premises and/or other premises leased by Landlord, and that such claims may be endorsed as if arising under this Lease.

B. It is further understood that all provisions regarding Landlord's non-liability and non-duty apply to all employees, agents and management companies employed by or contracting with Landlord and that this Lease is subordinate or superior to existing and future recorded mortgages and deeds of trust at the lender's option.

C. NO REPRESENTATION OR WARRANTIES. No oral promises, representations, or agreements have been made by Landlord or any of its representatives. This Lease is the entire agreement between the parties. Owner's representatives (including management personnel and other employees or agents) do not have the authority to waive, amend, or terminate this Lease or any part of it and do not have authority to make promises, representations, or agreements which impose obligations on Landlord or its representatives unless done in writing.