

**SPRINGFIELD HOUSING AUTHORITY  
FEDERALLY AIDED APARTMENT LEASE**

Effective Date: \_\_\_\_\_ Client Number: \_\_\_\_\_ Unit Number: \_\_\_\_\_

**1 PARTIES**

This apartment lease ("Lease") is executed between the Springfield Housing Authority ("SHA") and the head of household listed below ("Tenant"). Tenant is responsible for performance of all obligations under this Lease. (966.4(a))

<u>Head of Household/Tenant</u>	<u>Sex</u>		<u>Date of Birth</u>	<u>Social Security Number</u>
	<input type="checkbox"/> M	<input type="checkbox"/> F		

**2 UNIT**

SHA, using data provided by Tenant about family income, composition, and needs, leases to Tenant the apartment listed below ("Unit"), subject to the terms and conditions contained in this Lease. Unit is located in a federally aided public housing development ("Development") owned by SHA.

Address: _____	Development: _____	Bedrooms: _____
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**3 HOUSEHOLD MEMBERS (966.4 (a)(1))**

Unit is to be occupied only by Tenant and the members of Tenant's household. "Household" shall mean only the Tenant and the persons listed below:

Name of Household Member	Sex		Date of Birth	Relation to Tenant	Social Security Number
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			
	<input type="checkbox"/> M	<input type="checkbox"/> F			

3.1 If Tenant requests to add an adult Household member (including a live-in aide), that person must first meet all applicable eligibility and screening requirements by completing and submitting an "Addition to the Lease" application along with required documentation. SHA shall make reasonable efforts to accommodate additional eligible persons to Household except if the addition would result in overcrowding of the unit. Household shall not be entitled to any priority or preference with regard to transfer to another unit based on a change in the size of Household except as authorized by SHA's Admissions and Continued Occupancy Policy. Tenant agrees to wait for SHA's approval before allowing an additional person to live in Unit. (966.4 (a)(1),(d)(3)(i))

- 3.2 If Household qualifies to have a live-in aide, the aide shall not have tenancy rights and must first meet all applicable screening requirements. The aide may live in Unit only as long as the Household qualifies for the aide's necessary services.
- 3.3 If Tenant requests to add a Household member under the age of 18, Tenant must provide court-ordered documentation to prove he/she has permanent custody of the proposed member. For natural births, a birth certificate is sufficient. Temporary custody is not sufficient to add a member.
- 3.4 Tenant shall report changes in the Household composition (for any reason) from Household to SHA in writing within 10 days of occurrence. Tenant must complete the appropriate form in the management office along with submission of third party verification. (966.4 (c)(2),(f)(3))

**4 LEASE TERM AND RENT (966.4 (a)(2))**

- 4.1 The term of Lease shall be for one calendar year and automatically renew for successive terms of one calendar year unless otherwise modified or terminated.
- 4.2 Rent in the amount of \$ \_\_\_\_\_ per month shall be due and payable in advance on the first (1<sup>st</sup>) day of each month, and shall be considered delinquent after the seventh (7<sup>th</sup>) day of the month.
  - This is the flat rent for Unit       This rent is based on the income and other information reported by Tenant.
- 4.3 Minimum rent is \$50.00 per month if Tenant's income based rent is less than \$50.00 per month, per SHA policy. If SHA changes the minimum rent amount, Tenant will be provided with at least 30 days notice of the new minimum rent amount.
- 4.4 If SHA calculates Tenant's rent to minimum rent, Tenant may apply for a rent exemption if Tenant meets the criteria in accordance with federal regulations. Tenant may request a copy of the application and explanation of criteria from the management office.
- 4.5 Rent shall remain in effect unless adjusted by SHA. (966.4 (c))
- 4.6 Rent and other charges will be paid at the management office. If Tenant submits a check that is returned for insufficient funds, Tenant shall be required to make all future payments by cashier's check or money order.
- 4.7 The amount of the Total Tenant Payment and Tenant Rent shall be determined by SHA in accordance with Department of Housing and Urban Development ("HUD") requirements. (966.4 (c))
- 4.8 If Tenant fails to pay rent on time and more than one month of rent becomes due, then any rent payments will be applied to the oldest month due.
- 4.9 Tenant shall give notice of vacating Unit and shall be liable for rent through the date that Household vacates Unit. In the absence of a vacate notice, Tenant will be liable for rent through the date that SHA actually learns that Household vacated Unit.
- 4.10 If Household transfers to another SHA unit, any charges or credits due on Tenant's account shall be transferred to the account for the new unit. Any amounts owed by Tenant to SHA prior to the execution of Lease shall be deemed due under this Lease.

**5 SECURITY DEPOSIT**

- 5.1 Tenant Responsibilities: Tenant agrees to pay a one-time Security Deposit equal to one month's rent.
- 5.2 SHA and Tenant or representative will inspect Unit prior to occupancy by Tenant. SHA will give Tenant a written statement of the condition of Unit, both inside and outside, and note any equipment provided with Unit. The statement will be signed by SHA and Tenant and a copy of the statement will be retained in Tenant's folder.

- 5.3 SHA Responsibilities: SHA will use the Security Deposit at the termination of this Lease for the following purposes:
- 5.3.1 To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease; and
  - 5.3.2 To reimburse the cost of repairing any intentional or negligent damages to the Unit caused by Tenant, household members, or guests.
- 5.4 The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated, and SHA has inspected the Unit.
- 5.5 The return of a Security Deposit shall occur within 30 days after Tenant moves out. SHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
- 5.6 SHA will provide bank account number and receipt of Security Deposit to Tenant.
- 5.7 SHA will abide by all state laws that govern Security Deposits.

**6 UTILITIES AND APPLIANCES (966.4 (a)(1))**

6.1 If indicated by an (X) below, SHA will supply the utility at no extra cost:

- |  |                                       |   |
|--|---------------------------------------|---|
| <input type="checkbox"/> Electricity   | <input type="checkbox"/> Natural Gas  | <input type="checkbox"/> Water            |
| <input type="checkbox"/> Sewer Service | <input type="checkbox"/> Heating Fuel | <input type="checkbox"/> Trash Collection |

SHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

6.2 If indicated by an (X) below, SHA will supply the following appliance at no extra cost:

- |  |                                       |                                       |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Cooking Range | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Other: _____ |
|--|---------------------------------------|---------------------------------------|

- 6.3 If Tenant resides in Development where SHA does not supply electricity, natural gas, or heating fuel, a Utility Allowance shall be established, appropriate for the size and type of Unit.
- 6.4 A Utility Allowance (if applicable) shall be paid to the utility supplier by SHA for the Tenant. Utility allowances are determined annually by federal regulations.
- 6.5 The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Utility Allowance exceeds the Total Tenant Payment, SHA will pay a Utility Reimbursement each month directly to the utility supplier. (5.632) SHA may change the Utility Allowance at any time during the term of Lease, and shall give Tenant 60 days written notice of the revised Utility Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. (965.473 (c))

If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of the savings.

- 6.6 Tenant agrees not to waste the utilities provided by SHA and to comply with any requirement or guideline of any governmental entity regulating utilities or fuels.
- 6.7 Tenant agrees not to use space heaters in Unit.

**7 OTHER CHARGES**

Tenant is responsible for the payment of other charges, which may include the following: (966.4 (b)(2))

- 7.1 The cost for services or repairs to Unit, common areas or grounds, beyond normal wear and tear, caused by Tenant, Household and/or guests. If SHA determines that damage is not caused by normal wear and tear, Tenant shall be charged for the cost of repairs in accordance with the Tenant Payment for Damage Schedule posted by SHA. If the work is not listed on the Tenant Payment for Damage Schedule, Tenant shall be charged the actual cost to SHA for the labor and materials needed to complete the work. Payment is due in full within 30 days of notification by SHA to Tenant. (966.4 (b)(2))

- 7.2 If utilities are provided by SHA at Development, then a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. Tenant must receive written approval from SHA for the addition of a major appliance. This charge does not apply if Tenant pays utilities directly to a utility supplier. (966.4 (b)(2))
- 7.3 Tenant shall notify SHA of installation of an air conditioner in Unit. SHA will charge \$15.00 per month for the months of June, July and August per air conditioner for units that SHA supplies electricity.

## **8 TERMS AND CONDITIONS**

The following terms and conditions of occupancy are part of the Lease.

- 8.1 Tenant shall have the right to exclusive use and occupancy of Unit for Tenant and Household. (966.4 (d)(1))
- 8.2 With the prior written consent of SHA, Household may engage in legal profit making activities in Unit. (966.4 (d)(2))
- 8.3 SHA permits Tenant to have overnight guests for a period not exceeding 21 days in a 12-month period. Permission may be granted, upon written approval by the Housing Manager, for an extension of this provision. (966.4 (d)(1))
- 8.4 SHA will consider Tenant's request for a transfer in accordance with SHA's Admissions and Continued Occupancy Policy. If SHA agrees with Tenant's request that the size or design of Unit is no longer appropriate for Tenant's needs, SHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different unit of the appropriate size or design. (966.4(c)(3))
- 8.5 SHA may determine that Tenant must transfer to another unit for reasons including the following: the size of Unit is no longer appropriate for Household composition; to protect the health or safety of Household; to repair, replace, modify, or demolish Unit; or because Household requires special features (e.g. handicap accessibility) not available at Unit. If the SHA makes this determination, then Household shall transfer to an alternative unit upon written notification by SHA that such unit is available. Administrative transfers are subject to the grievance procedure, and a transfer may not be made until either the time to request a grievance has expired or the procedure has been completed. (966.4 (c)(4))
- 8.6 If Tenant's Unit has special features and Household does not require these features, Tenant must transfer to a unit without such features if an applicant or tenant with a disability needs Unit.
- 8.7 Tenant is responsible to pay any moving costs related to a transfer as specified in SHA's Admissions and Continued Occupancy Policy.

## **9 REDETERMINATION OF RENT, AND FAMILY COMPOSITION**

- 9.1 SHA will redetermine Tenant's rent and examine family composition and unit size at least once per year.
- 9.2 If Tenant elects to pay Flat Rent, SHA will redetermine income every three years and examine family composition and unit size at least once per year.
- 9.3 Tenant shall submit a completed continued occupancy application and shall furnish complete and accurate information within 30 days of SHA's written request (966.4 (c)(2)), including:
  - 9.3.1 Household Composition (including full name, sex, social security number, and date of birth for each Household Member);
  - 9.3.2 Each Household Member's income amount, the source of that income, the place of employment, and assets, if applicable;
  - 9.3.3 Any other information requested by SHA to determine monthly rent, continued eligibility, accessibility needs, and appropriate unit size; and
  - 9.3.4 Compliance with the eight (8) hour per month community service requirement, if applicable. (966.209)

- 9.4 Tenant agrees to comply with SHA requests for authorization to contact third-party sources, present documents for review, and/or provide other suitable forms of verification.
- 9.5 All changes in Household or income must be reported to SHA within ten (10) days of the occurrence.
- 9.6 If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner, pertinent information affecting Tenant's household income, Tenant shall be required to pay in full to SHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure.
- 9.7 Tenant will be notified in writing of any rent adjustment and the effective date. Rent and unit size determinations shall be made in accordance with federal regulations and SHA policy.
  - 9.7.1 In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.  
  
The rent shall not be reduced if Tenant's Department of Welfare grant was reduced because Tenant committed fraud or failed to comply with an economic self-sufficiency requirement.
  - 9.7.2 In the case of a rent increase, the adjustment will become effective at Tenant's annual recertification. If Household was on a no-income status when the income increased or if a Household member with income was added to the Lease, then the rent will be adjusted and become effective the first day of the 2nd month following the month in which the change was reported.
  - 9.7.3 In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, SHA shall apply the increase in rent retroactively to the first of the month following the month in which the change occurred.
- 9.8 If Tenant requests an explanation as to how SHA calculated the rent, and Tenant does not agree with the determination, Tenant shall have the right to request a grievance hearing. (966.4 (c)(4))

**10 SHA OBLIGATIONS (966.4 (e))**

SHA shall be obligated to:

- 10.1 Maintain Unit and Development in decent, safe and sanitary condition. (966.4(e)(1))
- 10.2 Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. (966.4 (e)(2))
- 10.3 Make necessary repairs to Unit. (966.4 (e)(3))
- 10.4 Keep Development, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in clean and safe condition. (966.4 (e)(4))
- 10.5 Maintain SHA supplied systems and appliances in good and safe working order. This includes elevators, electrical, plumbing, sanitation, heating, and ventilation systems. (966.4 (e)(5))
- 10.6 Provide and maintain dumpsters and/or other trash containers for the disposal of trash and garbage. This excludes trash containers for Tenant's own use. (966.4 (e)(6))
- 10.7 Supply running water and reasonable amounts of hot water and heat according to law, except where the building which includes the Unit is not required to be equipped for that purpose, or if Tenant pays for heat and hot water directly to a utility supplier. (966.4 (e)(7))

- 10.8 Notify Tenant of the specific grounds for any proposed adverse action by the SHA. Such adverse action includes but is not limited to, Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess utility consumption.
- 10.9 Notify Tenant of the right to request a grievance hearing concerning a proposed adverse action (in any case when the SHA is required to afford Tenant the opportunity for such a hearing).

11 **TENANT OBLIGATIONS** (966.4 (f))

Tenant and Household shall be obligated:

- 11.1 Not to assign Lease, nor sublease Unit. (966.4 (f)(1))
- 11.2 Not to permit guests or others who are not Household members to stay in Unit in excess of 21 days in a 12 month period without the advance written consent of SHA.
- 11.3 Not to permit anyone other than Household to use Unit as an address or to receive mail.
- 11.4 To be responsible for the behavior and actions of guests.
- 11.5 To use Unit solely as a private residence for Household and not to use or permit its use for any other purpose, unless specifically authorized in writing by SHA. (966.4 (f)(3)). This provision does not prohibit the care of foster children or live-in care of a Household member, provided the accommodation of such persons conforms to the SHA Admissions and Continued Occupancy Policy, and so long as the SHA has granted prior written approval for the foster child(ren), or live-in aide to reside in Unit. (966.4 (f)(3))
- 11.6 To abide by SHA rules for the benefit and well being of Development and tenants. These rules shall be posted in the management office and are incorporated by reference in Lease. (966.4 (f)(4))
- 11.7 To comply with the requirements of applicable state and local building or housing codes that affect health and/or safety of Household. (966.4(f)(5))
- 11.8 To keep Unit and other areas assigned to Tenant for exclusive use in clean and safe condition. (966.4 (f)(6))  
This includes keeping the front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. An exception to this requirement may be made if Household does not have anyone able to perform tasks because of age or disability. (966.4 (g))
- 11.9 To dispose of all garbage, rubbish, and other waste from Unit in a sanitary and safe manner. (966.4 (f)(7))
- 11.10 Not to litter or leave trash and debris in common areas, including hallways, porches and entryways.
- 11.11 To use SHA facilities in a reasonable manner, this includes elevators, electrical, sanitation, heating, and ventilation systems. (966.4(f)(8))
- 11.12 Not to destroy, deface, damage, or remove any part of Unit or Development. (966.4 (f)(9))

- 11.13 To pay reasonable charges (other than for wear and tear) for the repair of damages to Unit, Development, facilities, or common areas caused by Tenant, Household members or guests within thirty (30) days of notification by SHA to Tenant. (966.4 (f)(10))
- 11.14 To act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and be conducive to maintaining Development in a decent, safe, and sanitary condition. (966.4 (f)(11))
- 11.15 Not to engage in any activity, including criminal, that threatens the health, safety, or right to peaceful enjoyment of any development by residents or any person on SHA developments.
- 11.16 Not to engage in any drug- or alcohol-related activity that threatens the health, safety, or right to peaceful enjoyment of any development by residents or any person on SHA developments. (966.4 (f)(12))
- 11.17 Not to alter or repair the interior of Unit, including systems and SHA appliances. Tenant will not install additional equipment or major appliances without written consent of SHA. This includes but is not limited to equipment that poses a dangerous liability such as a waterbed and a ceiling fan.
- 11.18 Not to change locks or install new locks on exterior doors.
- 11.19 Not to use nails, tacks, screws, brackets, or fasteners on any part of Unit without written authorization by SHA except for a reasonable number of picture hangers.
- 11.20 To give advance notice to SHA when Tenant will leave Unit unoccupied for at least one calendar week.
- 11.21 To act in a cooperative manner with neighbors and SHA staff and not to act or speak in an abusive or threatening manner toward neighbors or SHA staff.
- 11.22 Not to display, use, or possess any illegal firearms, (operable or inoperable) or other illegal or offensive weapons anywhere on SHA property.
- 11.23 To prevent fires and not to store or keep explosive or flammable materials upon Development and/or Unit.
- 11.24 Not to obstruct sidewalks, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of Unit.
- 11.25 Not to hang radio, television antennas, or satellite dishes on or from any part of Unit or Development. Per FCC regulations, satellite dishes are permitted in areas Tenant has exclusive use such as a balcony, deck, or patio.
- 11.26 Not to place signs of any type in or about Development except those allowed under applicable zoning ordinances and then only after having received written permission from SHA.
- 11.27 Not to remove signs, flyers or notices posted on SHA property.
- 11.28 Not to install, keep, store, or use any swimming pools, regardless of size, without written authorization from SHA.
- 11.29 Not to keep, maintain, harbor, or board an animal of any nature in Unit except in accordance with SHA's Pet Policy, unless a verified disability warrants the possession of a service animal. Pets of guests need to be in compliance with the Pet Policy relative to type of animal, size and maintenance/care.
- 11.30 To remove any personal belongings left in Unit or Development when Tenant leaves, abandons or surrenders Unit. Property left for more than seven (7) days after Tenant vacates Unit shall be considered abandoned and will be disposed of by SHA. Costs for disposal shall be assessed to Tenant.

- 11.31 To promptly notify SHA Maintenance Department of any known need for repairs to Unit, and of any known unsafe or unsanitary conditions in Unit, common areas or grounds of Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- 11.32 Not to commit fraud in connection with any federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of Lease.
- 11.33 To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- 11.34 To perform at least eight (8) hours per month of qualifying community service as specified by SHA, for each adult Household member, unless exempt.
- 11.35 To remove from SHA property any unlicensed, unregistered, uninsured, or inoperative motor vehicles in compliance with SHA's Parking Rules. Tenant shall not drive or park any motor vehicles in any right-of-way or fire lane not specifically designated for driving or parking and marked by SHA. Any vehicle as described above will be removed from SHA property at Tenant's expense. Tenant shall not repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere on SHA property.
- 11.36 To remove vehicles from parking lots to allow SHA to plow snow during winter months and during non-winter months for sweeping.
- 11.37 Not to prop open building doors for visitors, or throw keys or access cards through windows to visitors. Tenant shall deny entrance to Development to a visitor who is intoxicated or disruptive to other tenants in Development.
- 11.38 Not to use propane gas grills.
- 11.39 In the event that Tenant has knowledge of a notice barring a person from the leased premises or from SHA property, or in the event a household member has been deleted from Lease by Tenant at the request of SHA, the Tenant's failure to take all necessary steps to exclude the person from Unit.
- 11.40 To identify a person as a contact in the event of an emergency, or if Tenant becomes unable to comply with terms of Lease.
- 11.41 To prevent mold by removing moisture accumulation in Unit and notifying SHA of any leak or crack in Unit that will create moisture or mildew. Tenant is responsible for proper ventilation and fresh air in Unit.

**12 DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

In the event Unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of Household: (966.4 (h))

- 12.1 Tenant shall immediately notify SHA of the damage. (966.4 (h)(1))
- 12.2 SHA shall be responsible for repair of Unit. If Household or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant. (966.4 (h)(2))
- 12.3 SHA shall offer Tenant a replacement unit, if available, if necessary repairs cannot be made within a reasonable time. (is not required to offer Tenant a replacement Unit if Household or guests caused the hazardous condition)? (966.4 (h)(3))
- 12.4 Tenant shall accept any replacement unit offered by SHA.
- 12.5 In the event SHA cannot make repairs and alternative accommodations are unavailable, 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 or if Household or guests caused the damage. (966.4 (h)(4))



### **13 INSPECTIONS**

- 13.1 SHA will inspect Unit at least annually to check needed maintenance, housing quality standards, housekeeping, and other compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to Unit. SHA may conduct interim or follow up inspections of Unit if it has cause to believe that an unsanitary or hazardous condition exists, or if Tenant has failed or refused to cooperate with an inspection, maintenance repairs, or pest control.
- 13.2 SHA will inspect Unit prior to the time Tenant vacates and give Tenant a written inspection report. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to SHA. (966.4 (i))

### **14 ENTRY OF PREMISES DURING TENANCY**

#### **14.1 Tenant Responsibilities:**

- 14.1.1 Tenant agrees that an authorized agent, employee, or contractor of SHA will be permitted to enter Unit during reasonable hours of 7:30 a.m. to 5:30 p.m. for the purposes of performing maintenance, making improvements or repairs, inspecting Unit, or showing Unit for re-leasing. (966.4 (j)(1))

#### **14.2 SHA Responsibilities:**

- 14.2.1 When Tenant calls to request maintenance on Unit, SHA shall attempt to provide such maintenance within the reasonable hours stated above. If Tenant is absent from Unit when SHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- 14.2.2 SHA shall give Tenant at least 24 hours written notice that SHA intends to enter Unit. SHA may enter only at reasonable times. (966.4 (j)(1))
- 14.2.3 SHA may enter Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. (966.4 (j)(2))
- 14.2.4 If Tenant and all adult Household members are absent from Unit at the time of entry, SHA shall leave in Unit a written statement specifying the date, time and purpose of entry prior to leaving Unit. (966.4 (j)(3))

### **15 NOTICE PROCEDURES**

- 15.1 Notice to SHA must be in writing, delivered or sent by first-class mail to the Management Office or to SHA's central office. (966.4 (k)(1)(ii))
- 15.2 Notice to Tenant must be in writing, delivered to Tenant or to any Household member, or sent by first-class mail. (966.4 (k)(1)(i))

### **16 TERMINATION OF THE LEASE**

In terminating Lease, the following procedures shall be followed:

- 16.1 Tenant may terminate this Lease by giving seven (7) days written notice to SHA. Tenant shall leave Unit in as clean and good condition as it was received at the start of the tenancy, reasonable wear and tear accepted, and return all keys to SHA. All Household members and other occupants shall completely vacate Unit by the end of the notice period.
- 16.2 Upon Lease termination, eviction by the SHA, abandonment of Unit, or transfer of Household to another unit, Tenant shall remove any personal property left at Unit. Tenant shall be responsible for moving charges. Property left for more than seven days and unclaimed shall be considered abandoned and SHA may dispose of it without liability. Costs of disposal shall be assessed against Tenant.
- 16.3 For evictions carried out by a Sheriff, costs of storage of abandoned personal property left at Unit shall be assessed against Tenant. Items removed by Sheriff will be stored in accordance with state law.
- 16.4 If, through any cause, Tenant who has signed Lease ceases to reside at Unit, Lease shall terminate. Remaining Household members may continue to occupy Unit provided that a qualified and responsible remaining adult Household member enters a new lease agreement with SHA.

**16.5** SHA may terminate Lease for: (966.4 (l)(2))

**16.5.1** Serious or repeated violation of material terms of Lease, including but not limited to failure to pay rent or other payments when due and/or failure to fulfill Tenant Obligations, as described in Section 11. (966.4 (l)(2))

**16.5.2** Other good cause, such as: (966.4 (l)(2))

- Criminal activity or alcohol abuse on or off SHA premises.
- Discovery after admission of facts that made Tenant ineligible.
- Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income.
- Failure of a Household member to comply with community service requirements. (966.4 (l)(2))
- Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by HUD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.

**16.6** SHA shall give written notice of the proposed termination of the Lease of:

**16.6.1** 14 days in the case of failure to pay rent;

**16.6.2** A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or SHA staff is threatened, under applicable state law;

**16.6.3** 30 days in any other case. (966.4 (l)(3)( i) ( A),(B),(C))

**16.7** The Notice of Termination

**16.7.1** The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SHA documents directly relevant to the termination or eviction. (966.4 (l)(3)( ii))

**16.7.2** When SHA 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 SHA's Grievance Procedure unless a prior notice has informed Tenant of this right. (966.4 (l)(3)( ii))

**16.7.3** Any notice to quit that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. (966.4(l)(3)(iii)) The notice to quit must be in writing, and specify that if Tenant fails to quit Unit within the applicable period, appropriate action will be brought against Tenant, and Tenant may be required to pay the court costs and attorney's fees.

**16.7.4** When SHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SHA's Grievance Procedure, the tenancy shall not terminate (even if any notice to quit under State or local law has expired) until the period to request a hearing has expired, or after such time the grievance process has been completed, if a hearing is requested. (966.4 (l)(3)( iv))

**16.7.5** When SHA is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and SHA has decided to exclude such grievance for SHA Grievance Procedure, the notice of lease termination shall:

- State that Tenant is not entitled to a grievance hearing on the termination;
- Specify the judicial eviction procedure to be used by SHA 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
- State whether the eviction is for a criminal or dangerous activity that threatens health or safety of residents or staff or for drug-related criminal activity. (966.4 (l)(3)(v))

**16.7.6** SHA may evict Tenant from the unit only by bringing a court action. (966.4 (l)(4)(d))

**16.8** In deciding to evict for criminal or dangerous activity, SHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, SHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit Unit. SHA may require a family member who has engaged in the illegal use of drugs or alcohol abuse to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in Unit. Tenant will be responsible for all Lease obligations including rent payment if he or she participates in an off-site treatment program. (966.4 (l)(5))

## 17 TENANT HOUSEKEEPING STANDARDS

Tenant is required to abide by the uniform standards for housekeeping set forth below.

### 17.1 Inside the Apartment – GENERAL

- 17.1.1 Walls: clean, free of dirt, grease, holes, cobwebs, and fingerprints;
- 17.1.2 Floors: clean, clear, dry and free of hazards;
- 17.1.3 Ceilings: clean and free of cobwebs;
- 17.1.4 Windows: clean and not nailed shut. Shades or blinds should be intact;
- 17.1.5 Woodwork: clean, free of dust, gouges, or scratches;
- 17.1.6 Doors: clean, free of grease and fingerprints. Doorstops should be present;
- 17.1.7 Heating units: dusted and access uncluttered;
- 17.1.8 Trash: disposed of properly and not left in Unit or common areas;
- 17.1.9 Unit should be free of rodent or insect infestation.

### 17.2 Inside the Apartment – KITCHEN

- 17.2.1 Stove: clean and free of food and grease;
- 17.2.2 Refrigerator: clean. Freezer door should close properly and freezer have no more than one inch of ice;
- 17.2.3 Cabinets: clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs;
- 17.2.4 Exhaust Fan: free of grease and dust;
- 17.2.5 Sink: clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner;
- 17.2.6 Food storage areas: neat and clean without spilled food;
- 17.2.7 Trash / Garbage: stored in a covered container until removed to the disposal area.

### 17.3 Inside the Apartment – BATHROOM

- 17.3.1 Toilet and tank: clean and odor free;
- 17.3.2 Tub and shower: clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length;
- 17.3.3 Sink: clean;
- 17.3.4 Exhaust fans: free of dust;
- 17.3.5 Floor: clean and dry.

### 17.4 Inside the Apartment – STORAGE AREAS

- 17.4.1 Linen closet: neat and clean;
- 17.4.2 Other closets: neat and clean;
- 17.4.3 Other storage areas: clean, neat and free of hazards.

### 17.5 Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- 17.5.1 Yards: mowed and free of debris, trash, and abandoned cars;
- 17.5.2 Porches (front and rear): clean and free of hazards. Any items stored on the porch shall not impede access to Unit;
- 17.5.3 Steps (front and rear): clean, and free of hazards;
- 17.5.4 Sidewalks: clean and free of hazards;
- 17.5.5 Storm doors: clean, with glass or screens intact;
- 17.5.6 Parking lot: free of abandoned cars. There should be no car repairs in the lots;
- 17.5.7 Hallways: clean and free of hazards;
- 17.5.8 Stairwells: clean and uncluttered;
- 17.5.9 Laundry areas: clean and neat. Remove lint from dryers after use;
- 17.5.10 Utility room: free of debris, motor vehicle parts, and flammable materials;
- 17.5.11 Walkways: Clear of snow and ice;
- 17.5.12 Walls: Free of graffiti.

18 **WAIVER**

No delay or failure by SHA in exercising any right under Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right.

19 **MISCELLANEOUS**

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

19.2 Tenant is responsible for protecting and insuring personal property.

19.3 Tenant warrants that all statements and representations made in the application for SHA housing are truthful. False statements or misrepresentations in the application or made during the rent determination process shall be cause for eviction.

19.4 Neither SHA nor any of its employees has made any representations other than those contained in Lease.

19.5 Lease, any amendments and all documents incorporated by reference, constitute the entire agreement between the parties.

BY SIGNING THIS LEASE, THE TENANT CERTIFIES THAT:

The Tenant has read, or has had this Lease explained or read to him/her, and the Tenant understands the Lease, and further agrees to be bound by its provisions and conditions as written.

**SPRINGFIELD HOUSING AUTHORITY**

**TENANT**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date:

Date