

HOUSING AUTHORITY OF THE CITY OF CUMBERLAND
TENANT LEASE AGREEMENT
PART I
TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of Cumberland, (called the "HACC") and the Tenant named in Part II of this lease (called "Tenant").

I. DESCRIPTION OF THE PARTIES AND PREMISES:

- A.** The HACC, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- B.** Premises must be used as the only private residence, of the Tenant and the family members named on Part II of the Lease. The HACC may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the HACC's policy on such activities. The Tenant is responsible for complying with all laws regulating such activities including zoning laws.
- C.** Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of the HACC. Such approval will be granted only if the new family members pass the HACC'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 HACC's approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the HACC may terminate the lease in accordance with Section XVI.
- D.** Tenant shall report deletions (for any reason) from the household members named on the lease to the HACC in writing, within ten (10) business days of the occurrence.

II. LEASE AND AMOUNT OF RENT

- A.** Unless otherwise modified or terminated in accordance with Section XVI, this lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the HACC in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the HACC in compliance with HUD regulations and requirements and in accordance with the HACC's Admissions and Occupancy Policy.
- B.** Rent is DUE and PAYABLE in advance on the first (1st) day of each month. Account balances must be paid in full, unless adjusted by the HACC. Account balances are available on RentCafe online portal.
- C.** Grace Period and Late Rent Penalty – After the seventh (7th) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the contract rent is assessed. If Tenant fails to make the rent payment before the eighth (8th) day of the month, a Notice of Non-Payment of Rent is delivered to the Tenant which advises the Tenant that their Lease will be terminated thirty (30) days from the date of the Notice to Vacate. After this thirty (30) day period, a Notice of Intent to File a Complaint for Summary Ejectment (Failure to Pay Rent) will be hand delivered to the tenant or placed on their door if the tenant does not answer. Ten (10) days from the date of the Notice of Intent, CHG will file in the District Court of Allegany County, Maryland, an action for Non-Payment of Rent (also known as a Rent Suit) and CHG will seek a judgement for Possession of the unit. During any twelve (12) month period, if the tenant has three (3) Judgments of Possession entered against the

tenant, the CHG, as part of the fourth (4th) action for Non-Payment of Rent filed during the same twelve (12) month period, will request the Foreclosure of the Right of Redemption.

III. OTHER PAYMENTS DUE UNDER THE LEASE

In addition to rent, the Tenant is responsible for the payment of certain other charges specified in this lease. Charges in addition to rent are due no sooner than two weeks after Tenant receives HACC's written notice of the charge. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement and include:

- A. Maintenance and Repair Charges** - The cost for maintenance or repair to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, guests, and any other persons "related to" or "affiliated with" the Tenant will be charged to the Tenant either in accordance with the Attachment 5 Schedule of Tenant Charges which is attached and incorporated into this lease as a substantial provision and posted in common areas by the HACC or (for work not listed on the Schedule of Tenant Charges) based on the actual cost to the HACC for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Tenants shall receive a copy of the Schedule of Tenant Charges at initial lease-up. The Schedule of Tenant Charges is subject to change during the term of this Lease following the proper posting in each Community and at the Central Office. Tenants are notified of posted changes through the newsletter and/or HACC website.
- B. Excess Utility Charges** - At developments where utilities are provided by the HACC, a monthly charge shall be assessed for excess utility consumption due to the operation of major tenant – supplied appliances (washers, extra refrigerator, freezer, dishwasher, or air conditioner(s)). The charges are in accordance with the Attachment 5 Schedule of Tenant Charges which is attached and incorporated into this lease as a substantial provision and posted in common areas by the HACC. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Any Tenant supplied appliance using HACC supplied utility not reported to the office will be charged for retroactive to the last unit inspection.
- D. Late Rent Penalty** – After the seventh (7th) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the contract rent is assessed.
- E. Returned Check or ACH Fee** - The HACC will charge the Tenant a \$25.00 processing fee for any personal checks or ACH returned for non-sufficient funds or other reason (a closed checking account, stop payment order, etc.). If a check is not honored by the payment due date, the rent will be considered unpaid and late charges shall apply. The HACC will provide written notice to the Tenant of the amount of handling charge owed and such charge shall be due within five (5) days after the date of the written notice. If more than two (2) personal checks or ACH's have been returned at any time during the tenancy, no further personal checks or ACH's will be accepted. Money orders or cashier's checks will only be accepted after that point.
- F. Attorney's Fees and Costs** – In the event that HACC obtains the services of any attorney, and court action is instituted by HACC in connection with any Breach of Lease by the Tenant or for any action brought against the Tenant or former Tenant for money damages, the Tenant agrees to pay reasonable attorney's fees and other costs, including court costs if the court enters a judgment in favor of HACC.
- G. Pet Fee** – A non-refundable Pet Fee of \$10.00 per month shall be charged to each unit, in accordance with Attachment 6 Pet Ownership Policy which is attached and incorporated into this lease as a substantial provision and posted in common areas by the HACC, where a registered dog or cat is housed. The Pet Fee is intended to cover reasonable operating costs of the HACC related to cats and dogs and will not be applied to damage caused by a specifically identified pet. The charge will appear on the Tenant's Rent Statement.

IV. PAYMENT LOCATION

Rent and other charges can be paid using the following methods and locations:

- A. Online with RentCafe online portal. Property Management can assist in obtaining access.
- B. Through the use of the secure drop box located next to our Central Office entrance or at those developments with a designated secure drop box.
- C. At the Central Office of the Cumberland Housing Group located at 635 East First Street, Cumberland, Maryland 21502
- D. Willow Valley and Grande View residents can use our 701 Furnace Street location during regular business hours.
- E. Sent by first class mail to the Cumberland Housing Group at the above address.

THE HACC WILL NOT ACCEPT CASH at any offices or by mail. All payments must be in the form of a personal check, cashier's check, automatic withdrawal (ACH) or money order made payable to the Housing Authority of the City of Cumberland or HACC.

V. SECURITY DEPOSIT

- A. The Tenant agrees to pay a Security Deposit equal to one (1) full month's Total Tenant Payment (but not less than \$100.00) due the day the Lease Agreement is executed. The dollar amount of the security deposit is noted on Part II of this Tenant Lease.
- B. The HACC's Responsibilities: The HACC will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any damages to the dwelling unit caused by Tenant, household members, guests, and any other person "related to" or "affiliated with" the Tenant.
 - 3. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after Tenant has vacated, and the dwelling unit has been inspected by the HACC.
 - 4. The return of the security deposit shall occur within 45 days after the Tenant moves out. The HACC agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to the Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the HACC with a forwarding address. If any deductions are made, the HACC will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

- A. **HACC Supplied Utilities:** If indicated by an (X) on Part II of the Lease Agreement, the HACC will supply the indicated utility: electricity, natural gas, water, sewer service, trash collection. The HACC will not be liable for the failure to supply utility service for any cause what so ever beyond its control. If indicated by an (X) on Part II of the Lease Agreement, the HACC will provide a cooking range, refrigerator and other appliances as applicable and based on community. Other major electrical appliances such as: air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the HACC. An Excess Utility or monthly service charge will be payable by Tenant for the electrical or gas operated appliances which are not supplied by HACC and the utility is paid by HACC. Washers will receive a charge for water and sewer regardless of who is responsible for the other utilities. Any appliance not reported to the HACC but found at a later time will be automatically charged back to the last inspection of the unit.

Tenant owned appliances are subject to inspection by the HACC. The Tenant will be notified of any deficiency found and will be responsible to have the item cleaned or repaired within the amount of time stated. Failure to do so will require the removal of the Tenant owned appliance and a HACC owned appliance will be installed.

- B. Tenant-paid Utilities:** If Tenant resides in a development where the HACC does not supply electricity, natural gas, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities that the Tenant pays directly to the utility supplier. The Total Tenant Payment (the amount a tenant is expected to contribute for rent and utilities) less the Allowance for Utilities equals the Tenant Rent that shall be paid monthly. If the Allowance for Utilities exceeds the Total Tenant Payment, the HACC will pay a Utility Reimbursement to the Tenant each month. The HACC may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day's written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving. Failure to maintain utility service is grounds for immediate eviction due to the safety and welfare of the developments and Tenants.
- C. Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the HACC and to comply with any applicable law, regulations, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local/state ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.
- D.** Tenant agrees to maintain sufficient heat to the dwelling unit to prevent freezing of piped water. If for any reason Tenant is unable to maintain sufficient heat, he/she shall immediately notify the HACC. Tenant shall be charged for all damages resulting from failure to maintain sufficient heat or failure to notify the HACC, except for causes beyond Tenant's control. Failure by Tenant to maintain essential utilities (water, sewer, electric, gas) shall be considered a health and safety hazard and grounds for the termination of the lease. Tenant also hereby authorizes all utility companies to provide management with data regarding Tenant's monthly consumption of utilities for the purpose of establishing initial and updated utility allowances.

VII. TERMS AND CONDITIONS

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

A. Use and Occupancy of Dwelling

Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the HACC, members of the household may engage in legal profit making activities in the dwelling unit. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Property Manager, for an extension of this provision. Tenant agrees to inform HACC in writing, of anyone not listed as a household member staying overnight more than three times during any 30-day period. The tenant is responsible for the conduct of any of their guest(s) at all times, until such time their guest(s) leave the property. The HACC reserves the right to request a record declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicions may arise whenever an adult person(s) is making reoccurring visits or one continuous visit of 14-days and/or nights in a one year period without prior notification to management. Should the tenant or the person in question not provide the requested information to HACC by the time specified, or should the facts not be evidence enough that domicile is elsewhere outside of the property, the HACC will consider the person to be an unauthorized person in the

household and will enforce any lease covenants shown to be broken and/or terminate the lease or require the person to be added to the lease. Any person requesting to be added to the lease will be required to complete a rental application and will be liable for passing the background checks as outlined in the tenant selection plan.

B. Ability to Comply with Lease Terms

If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the HACC cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; the HACC will assist the Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the HACC will work with appropriate agencies to assist the Tenant in finding housing independent of terminating the Lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

C. Re-determination of Rent, Dwelling Size, and Eligibility

The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

1. The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes re-examined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.
2. Tenant promises to supply HACC, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and HACC may terminate the lease. All information must be verified. Tenant agrees to comply with HACC requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

HACC shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by HACC to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request. The policy can also be found on our website.

3. Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - a. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 business days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 business days may result in a retroactive rent charge.)
 - b. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been

charged, HACC then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- c. Rent formulas or procedures are changed by Federal law or regulation.
 - d. The PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income. PHA will only conduct an interim when the family's adjusted income has decreased by an amount that is 10 percent or more of the family's adjusted income.
 - e. Residents must report income decreases by the 20th of the month in order to process an interim recertification that would be effective on the 1st of the next month. If not reported in this timeframe, the effective date would be the 1st of the next month.
4. All changes in family composition must be reported to the Housing Property Manager within 10 business days of the occurrence. Failure to report within the 10 business days may result in a retroactive rent charge. 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 unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for the size unit it is currently occupying.
 5. The Tenant agrees that the annual income and the other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, and that he or she will comply promptly with all requests for information with request thereto from the HACC. The Tenant's failure to provide such requirements (regardless of whether such inaccuracy is intentional or unintentional) or refusal to comply with a request for information thereto shall be deemed a violation of substantial obligation of his or her tenancy and constitute cause for immediate termination thereof.
 6. Non-Interim Reexamination Transactions will be used for the following circumstances: adding/adding or removing a hardship exemption; adding/removing a non-family member (live-in aide, foster child/adult); ending a family's EID (Earned Income Disallowance); adding/removing a family member when the increase in adjusted income does not trigger and IR; adding/adding a family/household member's SSN; updating a family member's citizenship status.

D. Rent Adjustments

Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.

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.
2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 business days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
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 (after a reduction in rent per the fixed rent policy), HACC shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

E. Transfers

1. Tenant agrees that if HACC determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, HACC shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. The types of transfers that may be required by the PHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers.
3. If a Tenant makes a written request for special unit features in support of a documented disability, HACC 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, HACC may transfer Tenant to another unit with the features requested at HACC's expense.
4. A tenant without disabilities that is housed in a unit with special features 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 HACC. Tenant shall be given 5 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, HACC 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. HACC will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. HACC OBLIGATIONS

The HACC shall be obligated:

- A.** To maintain the dwelling unit and project in decent, safe and sanitary condition;
- B.** To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- C.** To make necessary repairs to the dwelling unit;
- D.** To keep community building, 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 by the HACC, including elevators supplied or required to be supplied with the HACC;
- F.** To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by the lease;
- G.** To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- H.** To notify Tenant of the specific grounds for any proposed adverse action by the HACC. (Such adverse action includes, but is not limited to; a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance

and repair, or for excess consumption of utilities.) When the HACC is required to afford Tenant the opportunity for a hearing under the HACC'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 CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, the HACC shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

IX. TENANT'S OBLIGATIONS

Tenant shall be obligated:

- A.** Not to assign the Lease, or sublease the dwelling unit.
- B.** Not to give accommodations to boarders or lodgers and not to give accommodations to long term guests (in excess of 14 days) without the advance written consent of the HACC.
- C.** To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the HACC's Occupancy standards, and so long as the HACC has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- D.** To abide by necessary and reasonable regulations promulgated (published) by the HACC for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- E.** To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- F.** To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes: keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash; keeping the yard mowed (where tenant is responsible), free of debris and litter; and keeping yard and walks free of excess toys, furniture, etc. Exceptions to this requirement may be made for Tenant's who have no household members able to perform such tasks because of age or disability.
- G.** To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the HACC. To refrain from, and cause members of Tenant's household, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant to refrain from littering or leaving trash and debris in common areas or galleries.
- H.** Tenant shall use all utilities, services, facilities, appliances, appurtenances including elevators and equipment provided by HACC in a reasonable and proper manner, and keeps all appliances and equipment within the apartment or on the premises in good and clean condition, reasonable wear and tear expected. Any cost to repair damages resulting from misuse of appliances, equipment, facilities, or plumbing by Tenant shall be borne by Tenant.
- I.** To refrain from, and to cause members of Tenant's occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

- J.** To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant.
- K.** To act, and cause Tenants occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant to act in manner that will:
 - 1. Make or permit to be made any disturbing noise or do or permit any act which will constitute a nuisance or be deemed improper or objectionable conduct nor allow other household members, guests or invites to cause annoyance or disturbance or unreasonably interfere with the rights, comforts or conveniences of the other Tenant or Tenants in the apartment community or to the HACC representatives, agents or employees. The Tenant is responsible for his or her guest's behavior throughout the property from entrance to exit; and
 - 2. Be conducive to maintaining all HACC projects in a decent, safe, and sanitary condition.
- L.** To assure that the Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACC's public housing premises by other residents or employees of the HACC; or
 - 2. Any drug-related criminal activity or possession of paraphernalia on or off the premises shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.);
 - 3. HACC will evict any person who HACC determines is illegally using or in possession of a controlled substance, or whose illegal use or possession of a controlled substance is determined by HACC to interfere with the rights of other Tenants. The use of Medical Marijuana is prohibited by Federal Law on Public Housing property or in your unit;
 - 4. Alcohol abuse is grounds for termination of tenancy if HACC determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
- M.** To make no alterations or repairs or redecoration to the interior of the dwelling unit or the equipment, nor to install additional equipment such as a washer, dryer, air conditioner or other major appliances, to make no changes to locks or install new locks on exterior doors without first gaining the written consent of the HACC. To use no nails, tacks, screw, brackets, or fasteners on any part of the dwelling unit without authorization by the HACC.

All improvements made in or upon the leased premises shall be deemed and become property of the HACC, and shall be surrendered to the HACC at the expiration of this lease. Provided, however, at the option of the HACC, all or such portion of the improvements as may be designated by the HACC shall be removed by the Tenant at his expense and Tenant shall promptly repair any damages caused by such removal, if any.
- N.** To give prompt prior notice to the HACC, in accordance with Section XIII hereof, of Tenants leaving dwelling unit unoccupied for a period exceeding one calendar week.
- O.** To act in a cooperative manner with neighbors and HACC Staff. To refrain from and cause members of Tenant's household occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant to refrain from acting or speaking in an abusive or threatening manner toward neighbors and HACC staff. Abusive or violent

behavior towards HACC staff includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Threatening refers to oral or written threats or physical gestures that communicated intent to abuse or commit violence. Actual abusive or violent behavior will always be cause for termination.

- P. Not to display, use, or possess or allow member of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other offensive and illegal weapons as defined by the laws and courts of the State of Maryland anywhere in the unit or elsewhere on the property of the HACC.
- Q. To take reasonable precautions to prevent fires. Explosives or any flammable fluids or material of any kind shall not be kept in or about the apartment or premises. This includes, but not limited to kerosene space heaters, gas grills, charcoal grills or any other cooking device with a flame.
- R. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- S. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit or grounds without the written approval of the HACC.
- T. Signs, advertisement, notices or other lettering shall not be exhibited by any Tenant either inside or outside the leased premises without the prior written consent of the HACC.
- U. To refrain from, and cause members of Tenant's household to refrain from, keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit or on the grounds of any HACC development except in accordance with the HACC's Pet Ownership Policy, unless a verified disability warrants the possession of a service animal or companion animal.
- V. To remove from HACC property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the HACC. Any inoperable or unlicensed vehicle as described above will be removed from the HACC property at the Tenant's expense. Automobile repairs are not permitted on the project site.
- W. To remove any personal property left on HACC property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than thirty (30) days shall be considered abandoned and will be disposed of by HACC.

In the absence of actual knowledge of abandonment, it shall be presumed that the Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fifteen (15) days from the date of discovery, the rent is not current, and tenant has not notified the HACC in writing of an intended absence, or otherwise as provided in this agreement.

- X. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE HACC PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the community. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- Y. Not to commit any fraud or otherwise violate any regulation or provision 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 the lease.

Z. 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. If HACC has found that your electric has been turned off and it is evident that tenant is not reachable, then the refrigerator will be immediately cleaned out and the tenant will be charged for labor and materials.

AA. For each adult in the Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by the HACC) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

BB. In accordance with HUD regulations and Attachment 3 House Rules, a part of this Lease, all HACC properties are Smoke Free environments.

X. 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;

HACC Responsibilities:

A. The HACC 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, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, the reasonable cost of the repairs shall be charged to Tenant.

B. The HACC shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. The HACC is not required to offer Tenant a replacement unit if Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, caused the hazardous condition.

C. Tenant shall accept any standard replacement unit offered by the HACC.

D. In the event repairs cannot be made by the HACC, 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 or if the damage was caused by Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant.

E. If the HACC 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 will be refunded to Tenant.

F. Rental Insurance is not required but strongly recommended and is inexpensive. In the event of a building fire, flood, break in, roof leak, hot water tank leak or any other number of accidents or catastrophes, the buildings are insured by the HACC but the tenant belongings are not covered by the insurance.

Tenant Responsibilities:

A. Tenant shall immediately notify the Property Manager of HACC of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

B. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the HACC, during the time in which the defect remains uncorrected.

C. The Tenant shall not commit or permit any act or thing that HACC deems hazardous or that will increase the rate of insurance on said leased premises or the apartment project, this

includes propping doors open to the community, disabling door locks or giving out keys or key codes to persons who are not on the lease or members of the household, unless written approval is provided by the HACC. Further, the Tenant agrees to comply with any and all obligations imposed upon the Tenant by current applicable building, housing, fire, safety and health codes, from all fines, penalties or cost for Tenants violations thereof.

XI. INSPECTIONS

- A. Move-in Inspection:** The HACC and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The HACC 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 the HACC and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the HACC, at no charge to Tenant.
- B. Move-out Inspection:** Tenant may request a move-out inspection to the Property Management Department prior to vacating the premises or turning in the keys to their unit. A move-out inspection could prevent charges from being incurred against the security deposit, provided that the tenant completes all items noted on the list. In order to provide a thorough inspection, all large furniture and belongings should be removed from the unit prior to the request. Tenant should also leave ample time to complete any items prior to surrendering the unit's keys. In order to schedule a timely inspection, a 48 hour advanced request is recommended. Tenant and/or representative should be present during the move-out inspections so that there is no confusion on what is required, unless Tenant vacates without notice to the HACC. The HACC will inspect the unit and give Tenant a written statement of the charges, if any, for which Tenant is responsible.
- C. Other Inspections:** The HACC will inspect each unit at a minimum of one time each year and up to as many times as necessary 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.
- D. The HACC staff reserves the right to take photographs at any time of the exterior or interior of any unit for the purposes of documenting housekeeping conditions, lease violations, maintenance related items or other purposes connected with the operation and management of the unit and surrounding community. These photographs will remain property of the HACC and may be shared with social service agencies, contractors, law enforcement agencies, for legal purposes or other reasons necessary for the operation of the HACC.**

XII. ENTRY OF PREMISES DURING TENANCY

A. Tenant Responsibilities:

- 1. Tenant agrees that the duly authorized agent, employee, or contractor of the HACC will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- 2. When Tenant calls to request maintenance on the unit, the HACC shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the HACC comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. HACC's Responsibilities:

- 1. The HACC shall give Tenant at least 48 hours written notice that the HACC intends to enter the unit. The HACC may enter only at reasonable times.
- 2. The HACC 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, the HACC shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. NOTICE PROCEDURES

- A. Tenant Responsibility** - Any notice to the HACC must be in writing, delivered to the HACC's on site or central office, or sent by prepaid first-class mail, properly addressed.
- B. HACC 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 first-class mail addressed to Tenant.
- C.** Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- D.** If Tenant is visually impaired, all notices must be in an accessible format.

XIV. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the HACC and Tenant:

- A.** This Lease may be terminated for violations of the terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. Such violation 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 seventh (7th) of the month. Four such late payments within a 12 month period 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 or composition needed to process annual re-examinations or interim re-determination;
 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 7. Criminal activity by Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the HACC's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
 8. Offensive weapons or illegal drug activity in ~~an~~ a HACC unit;
 9. Any fire on HACC premises caused by carelessness or unattended cooking;
 10. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
 11. Determination or discovery that a Tenant is a registered sex offender; or
 12. Bifurcation of the Lease - under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, and notwithstanding any Federal, State or local law to the contrary, PHA may bifurcate or separate this Lease in order to evict, remove, or terminate the assistance to any individual who is a Tenant or a lawful occupant under this Lease

and who engages in criminal acts of physical violence against family members or others, including domestic violence, dating violence, sexual assault, or stalking. The PHA may take such actions without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under the Lease.

Remaining family members who are citizens or do not have eligible immigration status will be given thirty (30) days to establish their eligibility to remain in the dwelling unit.

13. Being over income; and after a family's income has exceeded one hundred twenty percent (120% of the area median income, or a different limitation established HUD and in relation to HOTMA, for two (2) consecutive years, the PHA will terminate the family's assistance within six (6) month of the second income determination or charge the family a monthly rent equal to the greater of; the applicable Fair Market Rent or the amount of monthly subsidy for the unit, including amounts from the Operating and Capital Fund;
14. Failure of a family member to comply with the Community Service and Self Sufficiency Requirement
15. Failure to accept the PHA's offer of a lease revision to an existing lease when the revised lease has been properly adopted by the PHA and a written notice of the offer of the revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family;
16. Any other good cause.

B. The HACC shall give written notice of the proposed termination of the Lease of:

1. 30 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (not to exceed thirty (30) days when the health or safety of other Tenants or HACC staff is threatened; and
3. 30 days in any other case.

C. The Notice of Termination

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 of Tenant's right to examine HACC documents directly relevant to the termination or eviction.
2. When the HACC 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 HACC'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 the HACC is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under the HACC's grievance procedures, the Tenant shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
5. When the HACC is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the HACC has decided to exclude such grievance from the HACC grievance procedure, the notice of lease termination shall:

- a) state that Tenant is not entitled to a grievance hearing on the termination;
 - b) specify the judicial eviction procedure to be used by the HACC 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 health or safety of residents or staff or for drug-related criminal activity.
6. The HACC may evict Tenant from the unit only by bringing a court action.
- D. Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above and provide a forwarding address. Any rents paid or due shall be prorated daily after the date of expiration of the thirty (30) day notice period. In the event that the Tenant vacates without notice, he/she shall be charged with rent for the thirty (30) days after the HACC learns of the vacate. Rental credits and/or charges shall be based upon thirty (30) days in a month.
 - E. In deciding to evict for criminal activity, the HACC 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 prescribed activity and on the family's neighbors. In appropriate cases, the HACC may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will neither reside in nor visit the unit. The HACC may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
 - F. When the HACC evicts a Tenant from a dwelling unit for criminal activity, the HACC shall notify the local post office serving that 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 the former tenants will have no reason to return to the property.
 - G. The Tenant agrees to remove from the household for the duration of the lease period any household member, guest, or invitee that the HACC has barred from the property whether by simple notification to the Tenant, trespass warrant or court order.
 - H. In the event that a unit is occupied by only one tenant who becomes deceased, the unit will be secured by the Maintenance Department with a special lock on the door(s). Once the personal representative of the estate comes forward with proper documentation to provide proof of their appointment, the lock(s) will be removed. Tenant's representatives will be given fifteen (15) days from the date of death to remove the Tenants belongings and return the unit to the HACC.

XV. WAIVER

No delay or failure by the HACC in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

There is no oral understanding, terms or conditions and neither the HACC nor the Tenant has relied upon any representatives, expressed or implied, not contained in the lease agreement or attachments. This lease agreement cannot be changed or supplemented orally.

XVI. GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Tenant or the HACC shall be resolved in accordance with Attachment 9 Grievance Procedure, which is incorporated into this Lease

Agreement as a substantial provision. A copy of which is provided to the Tenant at the time of the execution of this lease and is posted in each community and in all HACC offices.

XVII. FIRE DAMAGE POLICY TO HACC OWNED UNITS

- A.** If the cause of the fire is determined by the Fire Marshall, or any other investigating party, to have been caused by the Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, the following Rules shall apply:
 - 1. The Lease shall terminate as of the date of the fire;
 - 2. The liability for the rent ceases on payment proportionately to the date of the fire;
 - 3. The Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, at the time of the fire shall remove all personal belongings from the apartment within twenty-four (24) hours after the fire is extinguished and the unit is released by the Fire Marshal;
 - 4. The Tenant will be liable for the deductible expense to HACC, currently the first \$5,000 (or greater if increase occurs); and
 - 5. The previous Tenant will be required to apply for housing with HACC, if they desire to remain with our program. The determination for admitting the applicant will be according to HACC's Admission and Occupancy Policy.
- B.** If the cause of the fire is determined by the Fire Marshall, or any other investigating party, not to have been caused by the Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant, the following Rules shall apply:
 - 1. The Lease for the apartment shall terminate as of the date of the fire, unless it is determined by the Fire Marshall or investigating authorities that the apartment is habitable, and then in that event, the Lease shall continue;
 - 2. If the Fire Marshall, or other investigating authorities, determines that the apartment is not habitable, the liability for rent will cease proportionately to the date of the fire;
 - 3. If the Fire Marshall, or other investigating authorities, determine that the apartment is not habitable, the Tenant, occupants, guests, Tenant's "family members" and any other persons "related to" or "affiliated with" the Tenant at the time of the fire shall be required to remove all personal belongings from the damaged unit within twenty-four (24) hours after the fire is extinguished and the unit is released by the Fire Marshal;
 - 4. The Tenant will not be liable for the deductible cost to HACC; and
 - 5. The Tenant will be offered an apartment that HACC may have, or, that may be coming available within the near future. The Tenant will not be required to reapply for housing.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

(SIGNATURE REQUIRED ON PART II OF THE LEASE)