

**RESIDENTIAL LEASE AGREEMENT**

**I. AGREEMENT**

**PARTIES:** This lease agreement (the “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the following parties:

“Landlord”    Greater Dayton Premier Management (Property Owner)

“Tenant”       \_\_\_\_\_

“Co-Tenant”    \_\_\_\_\_

Based upon representations made to Landlord by the Tenant, including but not limited to representations regarding income and family composition, Landlord leases to the Tenant and the Tenant leases from Landlord the dwelling unit described below, under the terms and conditions outlined in this Lease Agreement and the rules, policies, procedures and regulations of Landlord. By signing the Lease, the Tenant acknowledges that he or she understands and agrees to abide by all the terms and conditions of the Lease Agreement, any Addendums or Attachments to the Lease Agreement, and the rules, policies, procedures and regulations of Landlord as they are amended from time to time.

**II. TERMS**

- A. **PROPERTY DESCRIPTION:** Landlord hereby leases to Tenant, upon the terms and conditions set forth below, the dwelling unit located at \_\_\_\_\_, Ohio.
  
- B. **TERM OF LEASE:** The term of the Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_ and shall remain in effect for a period of twelve (12) months. Thereafter, the Lease will automatically renew on a month-to-month basis without further action by the Tenant or Landlord unless terminated earlier by the Tenant or Landlord pursuant to the provisions of the Lease. The Landlord will renew each lease upon expiration unless good cause for nonrenewal exists. (24 CFR 983.256f)
  
- C. **PERSONS RESIDING IN UNIT:** The Tenant agrees to continuously occupy the Dwelling Unit as a residence for himself or herself and the members of his or her household. The Tenant agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed below.

<u>Name</u>	<u>Relationship</u>	<u>Birthdate</u>	<u>Social Security #</u>

The Tenant agrees to obtain prior written consent of Landlord before permitting any additional persons (including live-in aides and foster children) to reside in the Dwelling Unit. The Tenant agrees that he/she shall be responsible for the actions of all household members, guests, and all other persons under their control, and that any violations of the Lease by such persons shall be grounds for termination of the Lease and eviction from the dwelling unit.

The Tenant may have guests or visitors for a period not to exceed fourteen (14) consecutive days or a total of thirty (30) calendar days in a one-year period. Permission may be granted by written approval of Landlord, for an extension of this provision. Any guest in the unit for more than fourteen (14) consecutive days or a total of thirty (30) days in a one-year period will be considered an unauthorized household member and may be grounds for Landlord terminating the Lease. During the term of tenancy, Management shall be notified in writing if guests of the household are expected to stay in the unit for more than 14 consecutive calendar days.

**D. PAYMENTS AND CHARGES:**

1. Rent: (Section 4 of TA) The Rent equals the Total Tenant Payment less any utility allowance. The initial rent due to Landlord is \_\_\_\_\_ per month (the “Rent”) payable in advance on the first day of each month. Rent is due on or before the first of each month and is considered late after 5:00 on the 5th of each month regardless of whether the 5th falls on a business day or holiday/weekend. The rent must be received by the 5th day of the month, not postmarked.
2. SECURITY DEPOSIT: The amount of security deposit is \$\_\_\_\_\_.
3. LATE FEE: Rent payments not received by Landlord by the fifth (5<sup>th</sup>) calendar day of the month shall incur a late fee of \$20.00. The late fee will also be assessed if the rent is late because a check is returned for non-sufficient funds.
4. RETURNED CHECKS: In addition to a late fee, if applicable, a \$25.00 charge will be assessed for any check that is returned for non-sufficient funds.
5. MAINTENANCE CHARGES AND WORK ORDERS: (Section 7 PBV TA) Tenants are responsible for the cost of all actual damage to their unit that is beyond normal wear and tear. All charges are subject to change according to what the Landlord must pay for the needed materials. All charges for damages and repairs not listed as a standard charge will be charged to the Tenant based on the actual cost of the materials used plus \$24.00/hour for labor. This is referred to as Labor and Materials (L&M) in the attached Exhibit A “Maintenance Charge Schedule”.
6. MOVE-OUT CHARGES: When vacating a unit, Tenants will be liable for the cost of damage and repairs, except for normal wear and tear. It is the Tenant’s responsibility to notify the Property Manager of the intent to vacate so that a Move-Out inspection of the unit can be conducted to determine the condition of the unit.
7. PAYMENT LOCATION: Payments may be submitted electronically or mailed to \_\_\_\_\_.
8. ADVANCED PAYMENT NOT CONSTRUED AS ACCEPTANCE OF FUTURE RENT: At times, Tenants wish to make advanced payments to the Landlord. While the Landlord is under no obligation to accept a Tenant’s overpayment, the Landlord, as a courtesy and act of convenience to the Tenant, may permit Tenants to accumulate a credit on their account. However, until a rental payment for a particular month is due and payable on the first of each month, any

advanced payment or credit shall not be construed as acceptance of future rent. If the Landlord is pursuing lease termination and the Tenant has a credit on Tenant's account, the Landlord will not apply the credit to rent. Instead, it will refund the payment to the Tenant. If the Tenant does not accept the refund, the Landlord will deposit the payment into an escrow account. Tenant acknowledges and agrees that prior to the amount being applied to rent actually due on the first of the month, any credit in any amount shall not be construed as GDPM's acceptance of future rent and shall not preclude GDPM from pursuing lease termination.

**E. UTILITIES:** If the Tenant resides in a unit where Landlord does not supply utilities, a utility allowance will be established in accordance with the size and type of unit. GDPM determines the utility allowance provide. If the utility allowance is more than the Total Tenant Payment, then Landlord will reimburse the tenant the amount of that difference. GDPM will provide the following utility services (if marked with an "X"):

- Gas
- Electricity
- Heating Fuel

If the Tenant fails to pay their utility bills and the utility service is disconnected or lapses into Landlord's name, the Tenant is in material breach of this Agreement and Landlord may pursue Lease Termination.

**F. HOUSE RULES:** The Landlord has developed house rules for each PBV Development. The house rules are an attachment to this lease agreement and are binding to all Tenants. A material breach of the house rules is a material breach of the lease agreement and may result in termination of tenancy.

**G. SECURITY DEPOSIT DISPOSITION:** (section 12 PBV TA) The security deposit may not be used to pay rent or other charges while the Tenant occupies the Dwelling Unit. No refund of the security deposit will be made until after the Tenant has vacated the Dwelling Unit, the Dwelling Unit has been inspected by Landlord, and all remaining charges on the Tenant's account have been deducted. Landlord will use the security deposit at the termination of the Lease:

1. To pay rent or any other charges owed by the Tenant at the termination of the Lease, including but not limited to court ordered costs; and
2. To reimburse Landlord for the cost of repairing any damage to the Dwelling Unit, common areas or grounds beyond normal wear and tear, caused by the Tenant, or their household members, guests or other persons under their control; and
3. To reimburse Landlord for the cost of unit preparation if Tenant vacates the unit within the first 12 months of occupancy. The Tenant will be charged for the materials and labor necessary to prepare the unit for re-occupancy, minus the costs associated with expected normal wear and tear, based on the length of occupancy.
4. Within 30 days following move-out, Landlord agrees to return the Security Deposit to Tenant, less deductions for any costs as indicated above. If any deductions are made, Landlord will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**H. CONDITION OF THE DWELLING UNIT:** By signing this Lease, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

**I. INSPECTIONS:** All required inspections of the unit will be performed by \_\_\_\_\_. For any Tenant requests for inspection, please contact the inspections vendor at \_\_\_\_\_. After 24 hour notice of inspection has been given, GDPM and/or inspector will enter and conduct the inspection whether or not the tenant is present.

**J. LANDLORD OBLIGATIONS:**

1. Maintain the dwelling unit and the community in compliance with Housing Quality Standards;
2. Comply with the requirements of applicable building codes, housing codes, and applicable regulations materially affecting health and safety;
3. Make necessary repairs to the dwelling unit;
4. Keep building, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
5. Maintain electrical, plumbing, sanitary, heating and ventilating systems, other facilities and appliances supplied by Landlord in good and safe working order;
6. 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;
7. Supply running water, a reasonable amount of hot water and a reasonable amount of heat at appropriate times of the year; 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;
8. Act in a cooperative manner with Tenants. To refrain from acting or speaking in an abusive or threatening manner toward Tenants.

**K. TENANT OBLIGATIONS**

1. Shall not assign the Lease, nor to sublet or transfer possession of the Dwelling Unit or any part of it; (983.551)
2. Must timely supply all information requested by Landlord or housing authority in order to complete the annual certification required under the applicable program requirements which may include but is not limited to RAD PBV and HOME Program rules;
3. Shall sign any HUD or housing authority required release and consent form in order for a third party to release required information to the housing authority or HUD; (982.516)
4. Must timely supply any information or certification requested by the Landlord to verify eligibility and verify the family is residing in the unit, or relating to family absences from the unit. Tenant must promptly notify the Landlord of any absence from the unit, including any information requested for the purpose of the family absences (982.312 & 983.312);

5. Must provide information that is true and complete; (982.551)
6. Must allow Landlord or Landlord's third party inspector to inspect the unit at reasonable times and after reasonable notice; (982.551)
7. Shall not provide accommodations for boarders or lodgers;
8. Must promptly inform Landlord if any family member no longer resides in the unit; (982.551)
9. Must promptly inform the Landlord of birth, adoption, or court awarded custody, and must receive approval to add any other family member as an occupant of the unit; (982.551)
10. Must timely, with at least three calendar days' notice of unit availability, relocate to an appropriately sized unit if Landlord determines that:
  - a. The family is occupying the wrong-sized unit, or
  - b. The family is occupying a unit with accessibility features that the family does not require and the unit is needed by a family that requires the accessibility features.983.260
11. Must use the Dwelling Unit solely as a private dwelling for the Tenant and Tenant's household as identified in the Lease, and shall not permit its use for any other purpose. Members of a household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to the primary use of the unit for residence by members of the family (982.551) and the family notifies the Landlord prior to the activity. Further, the Tenant must report income in accordance with the lease agreement and Tenant policies;
12. The unit must be the family's only residence; (982.551)
13. Must abide by rules and regulations set forth by Landlord as amended from time to time, which shall be posted in the management office for each community. All such rules and regulations are incorporated by reference in the Lease;
14. Must abide by and ensure that household members and guests abide by the GDPM Trespass Policy and shall not invite persons subject to the GDPM Trespass Policy onto the premises;
15. Must comply with all housing authority program rules as set forth in the PBV Tenant Selection Policy and/or Administrative Plan. All policies set forth in the PBV Tenant Section Policy and GDPM Administrative Plan are hereby incorporated into this lease agreement;
16. Must comply and cause all members of the household and guests to comply with all federal, state and local laws, rules and regulations affecting the use or occupancy of the Dwelling Unit and all building or housing codes, materially affecting health and safety;
17. Must maintain the Dwelling Unit and such areas assigned to the Tenant for the exclusive use and enjoyment of Tenant, in a clean and safe condition including the care and upkeep of lawns and the removal of snow, ice and debris from the sidewalks;
18. Must dispose of all garbage, rubbish, and other waste from the dwelling unit and the areas surrounding the Dwelling Unit in a sanitary and safe manner;
19. Must use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators and other facilities and appurtenances in a reasonable manner;
20. Must refrain from, and to cause household members, guests and other persons under Tenant's control to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or community;

21. Must pay charges for the repair of damages that are beyond normal wear and tear, to the dwelling unit, buildings, facilities, or common areas caused by the Tenant, household members, guests, or any other person under Tenant's control;
22. Must act, and cause household members, guests, or any other person under Tenant's control to act in a manner that will not disturb other Tenants' right to peaceful enjoyment of their accommodations and will be conducive to maintaining the community in a decent, safe, and sanitary condition;
23. Must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other Tenants or persons residing in the immediate vicinity; (982.551)
24. Must assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in drug-related activity or violent criminal activity or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Tenants and persons residing in the immediate vicinity of the property; (982.551)
25. Must refrain from such other activity that impairs the physical or social environment of the community;
26. Must report any household member's required sex offender status registration within ten calendar days of placement of the requirement;
27. Unless the Tenant has obtained the *prior* written consent of the Landlord, Tenant may not make any alterations or repairs to the dwelling unit or to the equipment therein, and not install additional locks or fixtures; not change or remove any part of the appliances, fixtures or equipment in the unit; not to affix any wallpaper, paint, contact paper, nails, bolts, or screws, in the walls, floors, doors or trim, may not attach awnings or window guards in the unit; or place fixtures, signs or fences on the building, the common areas or the property grounds; may not attach any shelves, screen doors, or other permanent improvements in the unit; may not install washing machines, dryers, fans, heaters or air conditioners; and may not place any antennas or other electrical connections on the building and all electric wiring shall be done or supervised by Landlord;
28. May not install any security alarm system without *prior* written consent of the Landlord. Tenant shall be required to provide Landlord with an accurate access code at all times;
29. Must act in a cooperative manner with neighbors and Landlord representatives and agents. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Landlord representatives and agents. This behavior includes, but is not limited to, taunting, stalking, threat of force, sexual harassment, physical assault, and other violent or aggressive actions directed towards neighbors or Landlord representatives or agents;
30. The Tenant is the person responsible for ensuring that the Tenant, any member of the household, a guest or another person under the Tenant's control does not engage in behavior that is abusive or threatening towards neighbors or Landlord representatives. By signing the Lease, the Tenant acknowledges responsibility for the conduct of all members of the household and their guests, and further acknowledges that self-control will be exercised and appropriate assistance from family, friends, health and/or social service providers will be maintained to prevent abusive and threatening behavior;
31. Shall not display or use or allow members of Tenant's household or guests to display or use any firearms, (operable or inoperable) or other weapons as defined by the laws and courts of the State of Ohio anywhere on Landlord's property;

32. Must take reasonable precautions to prevent fires and refrain from storing or keeping dangerous, hazardous and/or flammable materials, such as gasoline, upon the premises without written consent of Landlord;
33. Must avoid obstructing sidewalks, common areas, passages, elevators, or stairs, and avoid using these for purposes other than going in and out of the dwelling unit;
34. Must obtain prior written authorization from GDPM and take reasonable precautions when storing personal property in areas that are neither designated as storage space nor assigned to Tenant as part of the designated living space. Such areas shall include but are not limited to: detached garages, attics, crawl spaces, basements, etc.;
35. Must refrain from, and cause members of Tenant's household, guests and any person under Tenant's control to refrain from keeping, maintaining, harboring, allowing visits of, or boarding any animal of any nature in the dwelling unit except in accordance with the Landlord pet policy, unless a verified disability warrants the possession of a service animal. **No unapproved pets are allowed to be present on subject property;**
36. Must remove from Landlord's property any vehicles without valid registration and/or current tags and inspection stickers, or any vehicle determined to be inoperable or not roadworthy. To park only in marked parking spaces and to refrain from parking any vehicle in any right-of-way, yard or fire lane;
37. Must provide GDPM with at least 30 days' notice when moving out, and return all keys to the Management Office during regular business hours. Rent will be charged until the keys are returned;
38. Must remove any personal property left on GDPM property when Tenant leaves, abandons or surrenders the Dwelling Unit. Costs for disposal shall be charged to the Tenant's account;
39. Must 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 Landlord promptly of any known need for repairs to Unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas or grounds of the property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;
40. Shall not commit any fraud, bribery or any other corrupt or criminal act in connection with any housing assistance program;(982.551)
41. May not stand or loiter nor allow members of Tenant's household or guests to stand or loiter in a manner so as to willfully block or obstruct the free passage of pedestrians or vehicles in the lawful use of public places on Landlord's property;
42. May not consume and/or possess an opened container of alcohol in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.

**L. HOME INVESTMENT PARTNERSHIP (HOME)/LOW INCOME HOUSING TAX CREDIT PROGRAM (LIHTC):** If the units have received an allocation from the HOME Investments Partnership Program administered by HUD and/or an allocation of tax credits, the following provisions apply:

1. Landlord retains right to recertify the Tenant's HOME/LIHTC income-eligibility on an annual basis. Therefore, on an annual basis, around the anniversary of the signing of this lease,

Landlord will request that Tenant report the number of persons in Tenant's unit, the total household income and the source of all income and to supply any other information as required by the Landlord under HOME/LIHTC program rules. Tenant agrees to provide accurate statements of this information by the date specified in Landlord's request. This report shall be in writing and signed by Tenant and shall be accompanied by such supporting documents as Landlord may request. The Tenant's failure to cooperate in the income recertification process constitutes a violation of the lease. Deliberately providing false information can result in termination of the lease.

**M. RECERTIFICATION FOR GDPM PBV PROGRAM:** Tenants must comply with all GDPM annual and interim recertification requirements. Failure to comply is considered a material breach of the lease and may result in termination. Further, if a family is deemed ineligible for the unit's assistance, Landlord may issue a termination notice. If the family fails to vacate within the prescribed time, Landlord may file a court action.

**N. APPROPRIATE UNIT SIZE:** If, at the time of a RAD Conversion or after the family moves into the unit, the family is or becomes under-occupied/over-housed under 24 CFR 983.260, the family may remain in the unit until an appropriate sized unit becomes available at the RAD Development. When an appropriate sized unit becomes available, the family living in the under-occupied/ under housed unit must move to the appropriate-sized unit within a reasonable period of time. A reasonable time is at least three days' notice upon availability of replacement unit.

**O. UNAUTHORIZED PERSONS RESIDING IN UNIT:** Tenants are permitted visitors to their dwelling unit in accordance with the visitor policy. However, one of the largest contributors to subsidized housing fraud is unauthorized persons residing in a household. If an unauthorized person is residing in the household, the family may be ineligible for assistance and/or the family is receiving subsidy for which it is not entitled. To combat program fraud, the Landlord will enforce the Unauthorized Person Policy. If the Landlord demonstrates (not necessarily "prove") that an unauthorized person is residing in the unit, the Landlord may pursue any or all of the following remedies:

1. Charge the Tenant any amount of over-subsidy paid;
2. Pursue lease termination;
3. Report the program fraud to the HUD Office of the Inspector General or the federal, state or local prosecutor for criminal prosecution;
4. Place suspected unauthorized individual on the Trespass List.

**P. UNIT ACCESS BY LANDLORD/THIRD PARTY INSPECTOR:** The Landlord agrees to enter the unit only during reasonable hours and to provide at least 24 hours advance notice of his/her intent to enter the unit, except in emergency situations, or except under paragraph (5) below.

1. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
2. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
3. If the Tenant moves before this Lease ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for reoccupancy.

4. If the Tenant calls to request maintenance on the unit and the Tenant is absent from the unit when Landlord or Landlord representative or agent comes to perform the maintenance, Tenant's request for maintenance shall constitute permission to enter.
5. Landlord may enter Tenant's dwelling unit at any time without advance notification when it is reasonable to believe that an emergency exists.
6. Tenant's refusal to permit entry of premises after proper notification is a Lease violation and grounds for termination of the Lease.
7. After 24 Notice has been given, any required inspection will be conducted in the unit, whether or not tenant is present.

**Q. TERMINATION OF LEASE (24 983.257(f)):** The term of the lease terminates if any of the following occur :

1. The Landlord terminates the lease for good cause;
  - i. After the initial term, good cause may include, but is not limited to, failure of family to accept the offer of a new lease or revision to a lease; 982.310(d)
2. The Tenant terminates the lease;
3. The Landlord and Tenant agree to terminate the lease;
4. The PHA terminates the HAP Contract; or
5. The PHA terminates assistance to the family.

**R. LANDLORD TERMINATION FOR GOOD CAUSE:** Landlord may terminate this Lease for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth above, or for other good cause.

Such serious or repeated violations **shall include but not be limited to:**

1. The failure to pay rent or other charges when due;
2. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
3. Failure to abide by the Smoke-Free Policy as set forth in the attached house rules;
4. Misrepresentation of family income, assets, or composition, including failure to provide information that is true and complete (982.551);
5. Failure to supply timely any certification, release, information, or documentation on Family income or composition needed to process annual re-examinations, interim re-determinations, or verification of occupancy;
6. Failure to comply with all housing authority program rules as set forth in the PBV Tenant Selection Policy and/or Administrative Plan;
7. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises 982.310(d) or negatively impacting other's quality of life;
8. Failure to relocate to an appropriately sized unit after Landlord notifies Tenant that the family must relocate due to occupying a wrong-sized unit or a unit with accessibility features that the

- family does not require and is needed by a family that requires such accessibility features; (983.260)
9. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas;
  10. If Landlord discovers the Tenant currently owes rent or other amounts to a housing authority; (982.552)
  11. If the family breaches an agreement with a housing authority to pay amount owed under the terms of the agreement; (982.552)
  12. Harboring any pets prior to written Landlord approval;
  13. Harboring vicious animals, commonly bred for purposes of attack or intimidation, including, but not limited to Rottweilers, Pit Bull Terriers, Doberman Pinchers, German Shepherds and boa constrictors (or other type of breed/animal deemed prohibited by GDPM);
  14. Refusal to allow scheduled extermination services for the unit;
  15. Engaging in or threatening abusive or violent behavior toward Landlord/housing authority personnel; (982.552)
  16. Any drug-related criminal activity engaged in on or near the premises by any Tenant, household member, or guest, or such activity engaged in on the premises by any other person under the Tenant's control;<sup>24</sup> (CFR 982.310)
  17. If Landlord determines that a household member is illegally using a drug or determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants; (982.310)
  18. Failure to report, within ten calendar days, any household members' requirement to register as a sex offender.
  19. A covered person engages in any of the following criminal activities: (982.310)
    - a. Criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other Tenants (including property management staff residing on the premises);
    - b. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
    - c. Any violent criminal activity by a Tenant, household member, or guest, or any such activity on the premises by any other person under the Tenant's control;
    - d. Any activity that results in a required Sex Offender Status registration.
  20. If Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under Ohio or Federal law; (982.310)
  21. Any violation of a condition of probation or parole under Ohio or Federal law; (982.310)
  22. Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for eviction if Landlord determines that such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of other Tenants or Landlord representatives or agents. The consumption and/or possession of an opened container of alcohol is prohibited in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.

23. Illegal weapons or illegal drugs seized in unit by a law enforcement officer;
24. Conviction of any household member of a felony.

\* *Evidence of Criminal Activity*: Landlord may terminate tenancy and evict by judicial action a family for criminal activity of a covered person if Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. (982.310)

**S. NOTICE TO TENANT**: Landlord will provide notice to Tenant in accordance with any applicable state, local or Federal law.

1. A notice of grounds for termination may be included in, or may be combined with, any Landlord eviction notice to the Tenant (982.310(e)) but such notice of termination shall not be less than:
  - i. Three days and shall not exceed 30 days:
    - If the health or safety of other Tenants, employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity, or any felony conviction
  - ii. 14 days in the case of nonpayment of rent; and
  - iii. 30 days in any other case, except that if Ohio law provides for a shorter period of time, such shorter period shall apply. (*RAD Lease requirements in PIH RAD Notice*)
2. Eviction Notice: an Eviction notice means a notice to vacate or a complaint or other initial pleading used under Ohio law to commence an eviction action. (982.310(e))

**T. GRIEVANCE PROCESS**: Except for instances where a three days' notice of termination may be issued, Tenants will have an opportunity for an informal hearing for any dispute that a Tenant may have with respect to the Landlord's action in accordance with this lease agreement.

**U. CHOICE MOBILITY**: If, after twelve months of occupancy a family wishes to move with continued assistance, the family must contact GDPM to request comparable tenant-based-rental-assistance. If such assistance is not immediately available, the Tenant may be placed on an appropriate waitlist. (983.262). If a family terminates the lease prior to the end of the initial term, the family relinquishes the opportunity for continued PBV or Tenant-based assistance. (983.261). Further, if the Tenant wishes to move, it must first give the Landlord at least 30 days advanced written notice. GDPM will create and maintain a Choice Mobility Waitlist in the order in which requests from eligible households are received.

**V. KEYS AND LOCKS**: Tenant agrees not to install additional or different locks or gates (or any type of security system) on any doors or windows of the unit without the written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenant agrees to provide Landlord with a key for each lock. Tenant shall return all apartment and mailbox keys to Landlord when moving out. There will be a \$3.00 charge for each key not returned. If Tenant fails to return a key card, there will be a \$25 charge for each key card not returned.

**W. HAZARDS AND INSURANCE:** Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the property's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused by Tenant, Tenant will be responsible for rent only to the date of the destruction. Tenant's obligation to pay rent will begin again when the unit has been repaired to a livable condition. (note: The insurance referred to in this paragraph does not cover Tenant's belongings. Tenants are advised to obtain renter's insurance.).

**X. RENTERS INSURANCE:** GDPM strongly encourages Tenants to maintain renters insurance for the coverage of household belongings in case of damage or destruction to the unit. GDPM's insurance does not include coverage for loss or damage to Tenant possessions, or for negligence/damage caused by Tenants, members of a Tenant's households, or guests/visitors of Tenants. GDPM will not accept liability or reimburse Tenants for damages caused by other Tenants, by other Tenant household members, by other Tenant's guest/visitors, or by acts of God, force majeure, or for conditions which are unforeseen or for which the GDPM has no notice. Renter's insurance is relatively inexpensive and most insurance companies offer renters insurance policies.

**Y. HOUSING AUTHORITY ADMINISTRATIVE PLAN AND TENANT POLICIES INCORPORATED INTO THIS LEASE AGREEMENT:** **IN ORDER TO BE ELIGIBLE FOR THE RAD PBV PROGRAM, A TENANT MUST COMPLY WITH ALL HOUSING AUTHORITY POLICIES APPLICABLE TO THE RAD PBV PROGRAM AS SET FORTH IN THE GDPM ADMINISTRATIVE PLAN AND/OR TENANT SELECTION POLICY. ALL PROGRAM RULES, REQUIREMENTS AND POLICIES APPLICABLE TO THE RAD PBV PROGRAM SET FORTH IN THE GDPM ADMINISTRATIVE PLAN AND/OR TENANT SELECTION POLICY ARE HEREBY INCORPORATED BY REFERENCE INTO THIS LEASE AGREEMENT. COMPLETE COPIES ARE AVAILABLE UPON REQUEST OR AT <http://www.dmha.org/about-dmha/agency-plans.html>.**

**Z. CONTENTS OF THIS LEASE AGREEMENT:** This Lease and the Attachments attached hereto set forth the entire agreement and understanding between Tenant and Landlord. TENANT SHOULD NOT RELY ON ANY VERBAL PROMISES MADE BY LANDLORD OR LANDLORD'S AGENT WHICH ARE NOT MADE A PART OF THIS LEASE AGREEMENT.

Tenant certifies that he/she has received a copy of this Lease and a copy of the following Attachments:

Tenancy Addendum	
House Rules	

**AA. WAIVER:** No waiver of or failure to enforce any term of this Lease Agreement shall affect or

limit a party's right thereafter to enforce and compel strict compliance with every term thereof.

**BB. SEVERABILITY:** In the event any part of the Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

**CC. CHANGES TO LEASE AGREEMENT:** Landlord may modify this Lease Agreement at any time. If modification are substantive in nature, Landlord will provide Tenant with at least thirty (30) days advanced notice prior to changes taking affect.

**DD. FAIR HOUSING:** Landlord will abide by all local, state and federal laws prohibiting discrimination against any individual or group of individuals. Landlord acknowledges that it is illegal, pursuant to Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to rent or lease housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that Section, or national origin, or to so discriminate in advertising the sale or rental of housing. It is also illegal, for profit, to induce or attempt to induce a person to rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

### III. TENANT CERTIFICATION

By signing below I acknowledge that the Provisions of the Lease Agreement have been received and thoroughly explained to me. I agree that all members of my household are bound by all of the Lease provisions and conditions, as written.

I hereby certify that I, and other members of my Household, have not committed any fraud in connection with my tenancy with Landlord.

I further certify that all information and documentation submitted by me or other Household members to Landlord, before and during the Lease term, are true and complete to the best of my knowledge and belief.

I further certify that I have received a copy of the attachments listed above and the information listed therein has been thoroughly explained to me.

I further certify that if I reside in a location where utilities are in the name of the Tenant, that I hereby authorize all local utility providers to release to the Landlord copies of any and all information relating to utility records for all members of my Household. This information may include, but is not limited to: usage, payment history, and arrearage. I further hereby authorize the utility provider(s) to notify Landlord if I fail to pay my utility bill and to review the records. I authorize this release of information for the process of obtaining and maintaining utilities in my name while a Tenant of Landlord.

Additional persons will be permitted to occupy the Premises only upon written consent of the Landlord.  
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above

mentioned.

By: \_\_\_\_\_  
GDPM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## ***House Rules - GDPM PBV - Units***

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1. **EFFECT:** House Rules are an attachment to the lease and are binding. A material breach of the house rules is a material breach of the lease agreement and may result in termination of tenancy.
2. **URGENCY CALLS:** In case of a fire, police, or medical emergency, call 911 or other proper emergency unit and then call           <insert number>          .
3. **SERVICE REQUESTS:** Residents must call all service requests to the Work Order Center. Interruption of or interference with the maintenance staff in the performance of their duties is prohibited.
4. **MAINTENANCE CHARGES AND WORK ORDERS:** Residents are responsible for the cost of all actual damage to their unit that is beyond normal wear and tear. All charges are subject to change according to what GDPM must pay for the needed materials. All charges for damages and repairs not listed as a standard charge will be charged to the resident based on the actual cost of the materials used plus \$24.00/hour for labor. This is referred to as Labor and Materials (L&M) in the attached Exhibit A "Maintenance Charge Schedule".
5. **AIR CONDITIONER INSTALLATION SERVICE:** If a resident wishes to install an air conditioner in the unit, the resident must first obtain approval from GDPM. GDPM will securely install a resident-owned air conditioner in a unit. There is a \$50.00 charge for the air conditioner installation or to correct an improperly installed unit. There will be a \$25.00 charge for any A/C accessories needed to install the A/C unit.
  - 5.1. **REMOVAL:** There will be a \$100.00 charge for any A/C unit that has to be removed due to improper installation, too many A/C units, being oversized or unsafe.
  - 5.2. Resident agrees to hold GDPM harmless from any actions, claims, losses, damages and expenses that may incur as a result of installation and/or removal of units and unit accessories.
  - 5.3. It is acknowledged that GDPM shall not be liable for any loss of personal property to the resident as a result of AC/AC accessories installation, removal or operations. Resident agrees to have personal property insurance to cover such losses.

## ***House Rules - GDPM PBV - Units***

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- 6. WASHER AND DRYER:** GDPM laundry equipment is for resident use only and must be used only for the purposes in which they were designed. Rubbish, rags, or other improper articles are not to be placed in the laundry equipment. Any damage resulting from the misuse of the equipment may result in the resident being charged the amount necessary to repair or restore the equipment in its general condition. Residents are responsible for cleaning out the lint trap before and after each use of the dryer. It is recommended that the washer doors be left open slightly when not in use.
- 7. INSTALLING CABLE, INTERNET OR OTHER TELECOMMUNICATION FIXTURE ON GDPM PROPERTY:** *(GDPM will adopt GDPM's current public housing policy regarding installing cable, Internet or other telecommunications)*
- 8. AREA SURROUNDING THE UNIT, TRASH AND YARD GUIDELINES:** Residents are required to keep their assigned areas free of all litter, trash, glass, etc. at all times. Assigned areas are defined as the interior of the residence, exterior front yard, side yards, rear yard, hallways, to include landings and stairs, any other areas available for the exclusive use of residents, and all other areas designated by GDPM.
- 8.1. All litter, trash and/or garbage must be placed inside of a dumpster or other GDPM approved trash container. No trash is to be placed outside at a dumpster location. No household trash or garbage is to be placed in public pedestrian cans. Management is not responsible for the hauling away of non-trash items such as tires, old furniture, etc.
- 8.2. All trash and/or trash containers not meeting GDPM requirements are subject to removal, replacement and/or disposal by GDPM at the resident's expense.
- 8.3. The destruction of turf areas is strictly prohibited.
- 8.4. **Patios, Balconies, Entryways, Hallways, Stairs:** No items may be placed or stored in hallways outside the unit. Such items may be subject to removal and immediate disposal by GDPM. No items are to be stored outside for future disposal.
- Residents will be required to keep hallways, entryways, balconies, stairs, and patios free and clear of mops, brooms, grocery baskets, indoor furniture and other such items and will not hang clothes from the windows/patios or anything that will constitute a safety hazard by falling from the window/patio; nor may the resident

## ***House Rules - GDPM PBV - Units***

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collect anything in these areas which, in the opinion of GDPM, will mar the appearance of the exterior of the building(s).

- No articles that would in any way constitute a fire or safety hazard may be stored in the apartments, entryway, patios, hallways or utility closets or on the stairs (where applicable).
- At no time will the hallways, stairways or entryway be obstructed. There will be no storage of bicycles or children's toys in these areas.
- All outdoor cooking must be done in the designated area, at ground level, and at least 20 feet from the building.
- No sidewalks, parking areas, driveways or any other public entrances shall be obstructed or used for recreation or loitering by Residents, members of his/her household, his/her guests, or other persons connected with the occupancy of the leased premises.
- Window shades and blinds must be kept in good condition. The resident is responsible for all broken windows and torn or missing blinds and/or screens. All window shades and blinds must be uniform.
- No sheets, blankets, aluminum foil or other such materials or substances may be placed on windows at any time.
- If holiday lights or decorations are placed in or on windows, they must be removed within 10 days following the holiday.
- Dumping of food, garbage, grease or any other substance out of windows and doors is not permitted. The running of washing machine hoses, water hoses or dryer vent hoses out of windows is not permitted. The dumping of charcoal onto the ground is not permitted.
- Residents are not to install, keep, store or use any swimming pools and/or trampolines regardless of size, without written authorization from GDPM.

## ***House Rules - GDPM PBV - Units***

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### **8.5. AUTOMOBILE/PARKING:**

- The resident agrees to park only in spaces designated by GDPM. There shall be no parking on any green space or any area not specifically designated by GDPM for parking.
- The resident agrees to park no more than ONE vehicle per adult household member on the premises at any one time. At no time may the household have more than two vehicles per unit at the leased premises without prior approval of GDPM. Only one vehicle per household may park in the primary lot adjacent to the building. All other permitted vehicles shall be parked in the overflow lot, if available.
- The Resident's vehicle must be properly licensed (i.e., current license plate) and operable. The resident is required to keep the parking area clean and free from rags, rubbish or any other matter and shall not use the parking area for any purpose except the parking of an authorized motor vehicle.
- Parking of boats, trailers or commercial vehicles anywhere on the premises is prohibited without written consent of management.
- Residents and their guests are not to park in driveways, fire lanes, or other designated spaces.
- Vehicle repairs, except for the changing of flat tires and minor adjustments, are not permitted on the premises.
- Parking or storage of any inoperable or dismantled vehicles will not be allowed. This is a safety hazard and also has a serious, detrimental effect on the appearance of the premises. Management has the right to remove any such vehicle at the resident's expense.
- Vehicles that appear not to be road worthy, or that have expired license tags, will be ticketed by GDPM staff. If the vehicle is not moved within the earliest of 48 hours or time specified on the ticket, it will be towed. The towing company may charge a fee to the resident to reclaim the vehicle.

## ***House Rules - GDPM PBV - Units***

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- Residents are required to ensure that their guests park in the proper areas only.

### **8.6. Charges for Violations of Area Surrounding the Unit, Yard and Trash Guidelines:**

If GDPM must take corrective action because a resident, member of a resident's household or a guest/visitor has not complied fully with the ***Area Surrounding the Unit, Trash and Yard Guidelines***, the maintenance charges will be billed to the Resident's account in accordance with the attached Exhibit A Charge Schedule. Repeated violations may also result in the termination of the lease.

### **9. COMMON AREAS:** Residents using designated common areas must abide by the following regulations:

- 9.1. Common areas are for Resident and guest use only. All guests must be accompanied by a resident.
- 9.2. Children must be supervised by an adult.
- 9.3. Consumption of alcoholic beverages and possession of alcoholic containers of any kind (i.e., glass, plastic, etc.) and disposal of same in the common areas is strictly prohibited.
- 9.4. Violation of Noise Ordinance(s), loud radios, stereos, or CD players that impose on the right of the resident to the quiet and peaceful enjoyment of the premises and related facilities by Residents and/or their guests is prohibited.
- 9.5. Climbing or sitting on fences is not allowed.
- 9.6. Bouncing balls off any building structure is not allowed.
- 9.7. Drugs, knives, firearms, or any other dangerous weapons are STRICTLY PROHIBITED.

### **10. ELEVATORS:** Improper use of the elevators is prohibited. Damage to elevators through carelessness or negligence of the resident or his/her guest will be charged to the resident. All signs concerning the operation and use of the elevators are to be obeyed at all times.

### **11. PEST CONTROL/EXTERMINATING SERVICE:** Residents may be charged a fee if infestation is deemed to be caused by the resident, resident's household or guests. Your cooperation in not leaving any open food, dirty dishes or trash in your apartment to attract pests is expected. A copy of the bill will be provided to support the fee being charged.

## ***House Rules - GDPM PBV - Units***

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11.1. **BED BUGS:** The goal of this Provision is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Provision to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Resident acknowledges that they have received and read the pamphlet regarding bed bugs which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of resident, landlord and the pest management professional.
- Resident acknowledges that GDPM and the resident have both inspected the unit and is not aware of any bed bug infestation.
- Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.
- **Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:**

11.1..1. Resident shall report any problems immediately to GDPM. Even a few bed bugs can rapidly multiply to create a major infestation that spreads.

11.1..2. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment and as outlined in the Bed Bugs Pamphlet provided to Resident.

- If GDPM deems that the bed bug infestation was the fault of the Resident, the Resident agrees to reimburse GDPM for expenses including but not limited to pest management fees incurred as a result of infestation of bed bugs in the unit.
- Resident agrees to hold GDPM harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.
- It is acknowledged that GDPM shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

## ***House Rules - GDPM PBV - Units***

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**12. MILDEW AND MOLD:** To control and reduce the humidity level in your home and minimize the occurrence and growth of mildew and mold in the Leased Premises, Resident hereby agrees to the following:

12.1. **Moisture Accumulation:** Resident shall remove any visible moisture accumulation in or on the Leased Premises, mop up spills and thoroughly dry affected areas as soon as possible after occurrence; and use exhaust fans in kitchen and bathroom(s) when necessary.

12.2. **Notification of Management:** Resident shall immediately notify the Work Order Center, of the presence of the following conditions:

- A water leak, excessive moisture, or standing water inside the Leased Premises and/or in any community common area;
- Mold growth in or on the Leased Premises that persists after Resident has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach, however, resident should not use these cleaning materials on porous surfaces such as sheetrock/drywall, ceilings, carpet and tile;
- A malfunction in any part of the air-conditioning, heating, or ventilation systems in the Leased Premises.

12.3. **Liability:** To the extent permitted by applicable law, Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this Provision.

**13. WATERBEDS:** Waterbeds are prohibited.

**14. SMOKE DETECTORS/Carbon Monoxide Detectors:** GDPM will install smoke detectors in each of its residential units and may install carbon monoxide detectors. The resident must "maintain or have maintained" the smoke detector/carbon monoxide detector in that unit.

Accordingly, you, as the resident, **MUST NOT** disable the smoke detector/carbon monoxide detector and **MUST** assure that the batteries are working. If the smoke detector/carbon monoxide detector continues to give a short beep, this is an indication that the battery is weak and needs to be replaced.

## ***House Rules - GDPM PBV - Units***

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14.1. By signing these House Rules the Resident fully acknowledges and understands that it is the Resident's responsibility to keep the smoke detector in the Resident's unit in working order and to inform GDPM if the Resident needs any type of special detector equipment. If resident needs assistance to replace batteries or if the detector is not working, the resident shall contact GDPM.

**15. NO POSTING:** The posting of signs, notices, etc. is restricted to certain areas and must be approved by Management.

**16. DELIVERIES:** Management shall not be responsible for any article delivered to the premises for a resident.

**17. RESIDENT/FAMILY MEMBERS/GUEST CONDUCT:** Residents will be held directly responsible for the actions of their family members and/or other guests in their care. They must not play or loiter on the stairways, lawns, common areas or parking areas. Actions, such as those listed below, whether caused by residents or guests, may be considered sufficient grounds for termination of the lease. Any action that will:

17.1. Disturb or disrupt the livability of the Property.

17.2. Adversely affect the health or safety of any person.

17.3. Impose on the right of any resident to the quiet and peaceful enjoyment of the leased premises and related facilities.

**18. EXTENDED ABSENCE OR ABANDONMENT OF UNIT:** A resident may give up their right to occupancy because of their extended absence or abandonment of the unit. GDPM may terminate tenancy in response to an extended absence or abandonment of the unit.

18.1. **Extended Absence:** GDPM defines extended absence as the resident being absent from the unit for longer than 60 continuous days, or for longer than 180 days for medical reasons. GDPM may allow for exceptions in extenuating circumstances.

18.2. **Abandonment of Unit:** GDPM may determine that abandonment has occurred when 1) without notifying Landlord, Resident is absent from the unit for seven (7) days while rent is due and owing, even though Resident's possessions (all or part) may remain on the Premises; 2) without notifying Landlord, Resident is absent three (3) day while rent is due and owing and the Resident's possessions have been removed from the Premises, and/or utilities have been cancelled in Resident's name.

## ***House Rules - GDPM PBV - Units***

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- GDPM will notify the resident by posting a Notice of Abandonment on the front door of the unit and by sending a copy of the notice via first class mail.
- Personal property left on the Premises after Resident has relinquished tenancy shall be deemed abandoned and may be disposed of as GDPM deems appropriate.

**19. Smoke-Free Housing Policy:** GDPM’s Smoke-free Housing Policy prohibits the use of prohibited tobacco products in all GDPM owned or operated RAD/PBRA/PBV/Public Housing units and interior areas, including, but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures, as well as in outdoor areas within 25 feet from any GDPM owned and/or managed residential and administrative office buildings.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and rehabilitation costs attributable to smoking; and (iii) the increased risk of fire from smoking.

19.1. **PROHIBITION:** This policy bans all prohibited tobacco products in all GDPM dwelling units, within all indoors common areas, administrative office and in outdoor areas within 25 feet of any GDPM housing and any GDPM administrative office buildings (“restricted areas”).

19.2. **DEFINITION OF “PROHIBITED TOBACCO PRODUCTS”:** “Prohibited tobacco products” are defined as: (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; and (ii) waterpipes (hookahs).

19.3. **SMOKE-FREE DEVELOPMENT:** Resident agrees and acknowledges that the premises has been designated as a smoke-free living environment. Resident, members of Resident’s Household, and guests under Resident’s control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building where Resident’s unit is located, in any of the common areas, playground areas, areas within 25 feet of any exterior window or door, and areas outside a tenant’s unit, including, balconies, and all areas on the building grounds, unless identified with signage as a designated smoking area.

## ***House Rules - GDPM PBV - Units***

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- 19.4.     **GDPM IS NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT:** GDPM promotes a Smoke-Free Housing Policy. Resident acknowledges that the adoption of a Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free housing, do not make GDPM or any of its agents the guarantor of Resident’s health or of the smoke-free condition of Resident’s unit and the common areas. However, GDPM will take reasonable steps to enforce the Smoke-Free Housing Policy.
- 19.5.     **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of the Smoke-Free Housing Policy will result in a breach of the Lease Agreement. A material breach of the Smoke-Free Housing Policy shall be considered a material breach of the Lease Agreement and grounds for immediate termination of the Lease by GDPM. By signing these House Rules, Resident acknowledges that GDPM may terminate the lease agreement if the Resident, a member of Resident’s household, or any guest under Resident’s control in any way violates or breaches the Smoke-Free Housing Policy.
- 19.6.     **ENFORCEMENT:** Violations of the GDPM Smoke-Free Policy will be considered a breach of the lease agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant and is subject to the GDPM Grievance Procedure. GDPM will utilize the following enforcement progression:
- **1<sup>st</sup> Violation:** Written warning, copy of Smoke-Free Policy and referral to cessation services.
  - **2<sup>nd</sup> Violations:** Written warning II and referral to cessation services.
  - **3<sup>rd</sup> Violation:** Written warning III, private conference with manager, referral to cessation services
  - **4<sup>th</sup> Violation:** Final written warning, private conference with manager, tenant will be informed by the manager that GDPM has a Smoke-Free Policy and be informed that that any subsequent breach may result in lease termination.
  - **5<sup>th</sup> Violation:** Legal referral for eviction
- 19.7.     **DISCLAIMER:** Resident acknowledges that GDPM’s adoption of its Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free, does not in any way change the standard of care that GDPM would have to a Resident household to

## ***House Rules - GDPM PBV - Units***

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render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. GDPM specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. GDPM cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

Resident acknowledges that GDPM's ability to police, monitor, or enforce the agreements of the Smoke Free Housing Policy is dependent in significant part on voluntary compliance by Resident, members of Resident's household, and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that GDPM does not assume any higher duty of care to enforce this Lease Addendum than any other GDPM obligation under the Lease and Ohio Law.

**20. BIFURCATION OF LEASE:** Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, GDPM may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or program rules.

**21. TRESPASS POLICY:** Recognizing the seriousness of criminal activity, GDPM retains the right to refuse entrance or access to its property by any persons who engage in conduct and activities that threaten the well-being and the lives of its residents, its staff, or impedes GDPM from fulfilling its mission. Federal law mandates that each GDPM tenant ensure that his or her guests do not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of other GDPM residents. Persons that engage in such behavior may be placed on GDPM's Trespass List.

21.1. ***Persons Subject to GDPM Trespass List:*** A person may be placed on the GDPM Trespass List and banned from all GDPM property if there is reasonable suspicion to believe that a non-resident has engaged in any behavior or criminal conduct that

## ***House Rules - GDPM PBV - Units***

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threatens the health, safety, or peaceful enjoyment of the property that occurs on or in close proximity to GDPM property OR against GDPM personnel, residents, invitees, or other authorized guests.

21.2. **Notice to Banned Person:** GDPM will notify the banned person. GDPM will take reasonable steps to obtain the banned persons last known address and provide the notice in writing.

21.3. **Notice to Affiliated GDPM Resident:** If GDPM is aware of banned person being affiliated with any GDPM resident; GDPM will notify the resident(s) of GDPM's determination to place the banned person on the GDPM Trespass List.

21.4. **Effect of Placement on Trespass List:** Persons on the GDPM Trespass List are banned from entering all GDPM owned property. Any banned person on GDPM property is subject to criminal prosecution. Any resident who knowingly invites any banned person onto GDPM property will be in breach of their GDPM lease agreement and may be subject to lease termination and/or an eviction action.

**22. RESIDENT BEHAVIOR:** RESIDENT will not engage in any abusive or harassing behavior, either verbal or physical, or in any form of intimidation or aggression directed at other RESIDENTS, occupants, guests, invitees, or at management, its agents, its employees, or vendors.

**23. Termination Notification.** In addition to the regulations at 24 CFR § 983.257, related to Project Owner termination of tenancy and eviction, the termination procedure for GDPM PBV conversions requires that GDPM provide adequate written notice of termination of the lease which shall be:

23.1. A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction;

23.2. Not less than 14 days in the case of nonpayment of rent; and

23.3. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

## ***House Rules - GDPM PBV - Units***

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**24. Grievance Process.** For the termination of assistance and several other GDPM determinations, PBV program rules require GDPM to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. Additionally, the following will apply:

24.1. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),<sup>1</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
- For any additional hearings required under RAD, the Project Owner will perform the hearing.

24.2. This is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.

24.3. GDPM gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

24.4. GDPM will provide the opportunity for the informal hearing before an eviction action is filed.

# Tenancy Addendum Section 8 Project-based Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

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## Instructions for use of Tenancy Addendum

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

### How to fill in Part A

Section by Section Instructions.

#### Section 2: **Tenant**

Enter full name of tenant.

#### Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

#### Section 4. **Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

#### Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

#### Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

#### Section 7. **Initial Tenant Rent.**

Enter the initial monthly amount of tenant rent.

#### Section 8. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

#### Section 9. **Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum  
Section 8 Project-based  
Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part A of the Tenancy Addendum**

(Fill out all of the information in Part A.)

**1. Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

**7. Initial Tenant Rent**

The initial tenant rent is: \$ \_\_\_\_\_ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

**8. Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**9. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:**

**Owner**

**Tenant**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Tenancy Addendum**  
**Section 8 Project-based**  
**Voucher Program**  
(To be attached to Tenant Lease)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part B: Tenancy Addendum**

**1. Section 8 Project-based Voucher (PBV) Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the

PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the

reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

### c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,

- (b) Destruction of property, or

- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

### e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. **Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant by a court action.

h. **Owner Notice of Grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. **Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

11. **Family Right to Move**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

### 15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

### 16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Excepted Unit.** A contract unit not counted against the 25 percent per-project cap on PBV assistance.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.