

CITY OF WOONSOCKET HOUSING AUTHORITY

Public Housing Lease Agreement

RESIDENTIAL LEASE AGREEMENT: Terms and Conditions

THIS LEASE AGREEMENT (hereafter called “the Lease”) is executed between the City of Woonsocket Housing Authority (herein called the “PHA”), located at 679 Social St, Woonsocket, RI 02895 and _____, herein called the “Resident”), and is effective as of: _____ [24 CFR 966.4(a)(1)].

I. Description of the Parties and Premises [966.4(a)]

- (a) The PHA, relying upon the representations of the Resident as to the Resident’s income, household composition, and housing need, leases to the Resident (subject to the Terms and Conditions set forth in the Lease) the dwelling unit located at: _____; (hereinafter called the “premises” or “unit”) to be occupied exclusively as a private residence by the Resident and PHA-approved household named in Section II of the Lease. The Resident unit number is: _____ [24 CFR 966.4 (a)(1)(ii)]. The unit bedroom size is: _____.
- (b) “Unit” includes the stove, oven, refrigerator, and heating unit, and may include steps, porch, fire sprinkler systems, and dedicated lawn/yard surrounding the dwelling unit, if any.
- (c) “Premises” includes the building or complex in which the unit is located, including common areas and grounds.
- (d) The unit must be used as the only private residence of the Resident and the PHA-approved household members named in Section II of the Lease [966.4(d)(1)].
- (e) The PHA may, by prior written approval, consent to the Resident’s use of the unit for legal profit-making activities incidental to its primary use as a dwelling unit and subject to the PHA’s policy on such activities [24 CFR 966.4(d)(2)].

II. Household Composition

- (a) The Resident’s household is composed of the individuals listed below [24 CFR 966.4 (a)(1)(v)]. After the Head and Spouse/Cohead, each household member should be listed by age, oldest to youngest. The Head of Household, Spouse/Cohead (regardless of age), and all members of the family age 18 and over shall execute the Lease.
- (b) Any additions to the household members named on the Lease, including live-in aides and foster children/adults, but excluding birth, adoption, and court-awarded custody, require the advance written approval of the PHA. Such approval will be granted only if the new members pass the PHA’s eligibility and screening criteria and a unit of appropriate size and type is available. Permission to add live-in aides and foster children/adults shall not be unreasonably refused [24 CFR 966.4 (a)(1)(v) and (d)(3)(i)].
- (c) The Resident agrees to wait for the PHA’s approval before allowing additional people to move into the unit. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the Lease, for which the PHA may terminate the Lease in accordance with Section XVIII [24 CFR 966.4 (a)(1)(v)].
- (d) The Resident shall report changes (for any reason) from the household of any members named on the Lease to the PHA in writing, within 10 business days of the occurrence.

Name	SSN	DOB	Relationship

CITY OF WOONSOCKET HOUSING AUTHORITY

III. Term

- (a) The initial term of this Lease shall be for one calendar year. Unless otherwise modified or terminated in accordance with Section XVIII of this Lease, this Lease shall automatically be renewed for successive terms of one calendar year [24 CFR 966.4 (a)(2)(i)].
- (b) The PHA may not renew the Lease if the family has violated the requirements of the PHA's Community Service and Self-Sufficiency Requirement (CSSR) program as outlined in 24 CFR 960, subpart F of the regulations [24 CFR 966.4 (a)(2)(ii)].

IV. Rent

- (a) Thereafter, rent in the amount of \$ _____.00 shall be due in advance on the first day of the month and payable by the 5th.
- (b) The initial rent (prorated for partial month move-ins, if applicable) shall be \$ _____ beginning ____/____/____ and ending at midnight on ____/____/____ (only applicable to new leases).
- (c) While this amount is subject to change, the initial rent is:
 - a. ☐ Based on income and other information reported by the Resident, or
 - b. ☐ The flat rent for the unit
- (d) Rent may include utilities as described in Section VIII below and includes all maintenance due to normal wear and tear.
- (e) Rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations [24 CFR 966.4 (c)]. The amount of the Total Tenant Payment (TTP) and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP).
- (f) When the PHA makes any change in the amount of TTP or Tenant Rent, the PHA shall give written notice to the Resident, which will become an attachment to the Lease. The notice shall state the new rent amount and the date from which it becomes applicable. The notice shall also state that the Resident may request an explanation of how the PHA determined the amount and that if the Resident disagrees with the determination, the Resident shall have the right to request a hearing under the PHA's Grievance Procedure. If the Resident asks for an explanation, the PHA shall respond in a reasonable time [24 CFR 966.4 (c)(4)].
- (g) The Resident is given the choice at admission and annually thereafter between paying an income-based rent or the unit's flat rent [24 CFR 960.253 (a)(1)].
- (h) Payments will be credited first to past due rent and then applied to current rent.

V. Other Charges: In addition to rent, the Resident is responsible for the payment of certain other charges specified in this Lease. Other charges may include [24 CFR 966.4 (b)(2)]:

- (a) **Maintenance costs:** Maintenance costs include the costs of services or repairs due to intentional or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Resident, household members, guests, or by other people under the Resident's control. When the PHA determines that needed maintenance is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA and incorporated by reference in this Lease or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [24 CFR 966.4 (b)(2)].

CITY OF WOONSOCKET HOUSING AUTHORITY

- (b) **Returned Check:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$35 returned check fee will be charged to the family. The fee will be due and payable 14 calendar days after the billing date. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.
- (c) **Late Payment Penalties:** Rent payment is considered late if it is not paid by the fifth day of the month. If the Resident fails to make payment by the end of office hours on the sixteenth calendar day of the month, a 30-day Notice of Intent to Terminate Tenancy for Nonpayment of Rent and Notice of Grievance Rights will be issued to the residents for failure to pay rent, demanding payment in full or the surrender of the premises. The PHA will not proceed with filing an eviction if the tenant pays the amount of rent owed within the 30-day notification period. [24 CFR 966.4 (b)(3)].
- (d) **Excess Utility Charges:** At developments where the PHA and the unit provide utilities that are individually metered, a charge shall be assessed for utility consumption in excess of authorized amounts in the schedule of utility surcharges posted in the PHA offices and available upon request. The PHA will consider, on a case-by-case basis, reducing or waiving this charge, if necessary, as a reasonable accommodation for individuals with disabilities who require additional utility usage. [24 CFR 966.4 (b)(2)].
- (e) **Surcharges:** The PHA assesses additional charges for the following appliances/amenities: Air Conditioner/ installation of tenant-supplied air conditioners.
- (f) The Schedule of Charges is posted in the PHA office:
 - ☒ Air Conditioner
(Applicable to High Rise
Property Only)
 - ☒ Excess Electric Usage
(Applicable only to family
development)

VI. Payment Location

- (a) Rent and other charges may be paid at the Main Office located at 679 Social St, Woonsocket, RI 02895, at the Property Management office where the Resident resides, via the PHA's rent portal (if available), or through direct deposit as arranged between the Resident and PHA. The PHA will not accept cash.

VII. Security Deposit

- (a) The Resident agrees to pay a security deposit of \$ _____ at the time of move-in. The security deposit must be paid in full prior to occupancy of the unit [24 CFR 966.4 (b)(5)].
- (b) The PHA will use the security deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by the Resident at the termination of this Lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members, guests, or by other people under the Resident's control.
- (c) The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling unit.
- (d) No refund of the security deposit will be made until the Resident has vacated the unit, and the PHA has inspected the dwelling unit.
- (e) The return of a security deposit shall occur within 20 days after the Resident moves out. The PHA agrees to return the security deposit, if any, to the Resident, less any deductions for the costs indicated above, provided the Resident furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

CITY OF WOONSOCKET HOUSING AUTHORITY

VIII. Utilities and Appliances

- (a) The PHA/Resident supplies the following utilities to the unit [24 CFR 966.4 (a)(1)(iv)]:

Item	Paid by	
Heat & Hot Water	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Electricity	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Gas	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Water & Sewer	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Trash Collection	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Other	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident
Provided by		
Refrigerator	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Cooking Range	<input checked="" type="checkbox"/> PHA	<input type="checkbox"/> Resident
Air Conditioner	<input type="checkbox"/> PHA	<input type="checkbox"/> Resident

- (b) The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
 (c) The Resident may supply the following appliances in the unit, only if approved in writing by the PHA in advance and provided appropriate utility hookups, vents, etc. are available:

- | | |
|---|--------------------------|
| 1 gas dryer or a 110V small electric dryer | <input type="checkbox"/> |
| 1 Washer | <input type="checkbox"/> |
| 1 Freezer (up to 7.0 cu ft) | <input type="checkbox"/> |
| 1 Small Refrigerator (up to 2.7 cu ft) | <input type="checkbox"/> |
| Home Security Camera Device (interior of unit only) | <input type="checkbox"/> |

- (d) Resident Responsibilities: The Resident agrees to:

1. Use only in a reasonable manner and not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [24 CFR 966.4 (f)(8)].
2. To abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

IX. **Lead Safety:** The PHA shall provide the Resident with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease.

X. **Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease:

- (a) Use and Occupancy of Dwelling: The Resident shall have the right to exclusive use and occupancy of the dwelling unit for the Resident and other household members listed on the Lease.
- (b) Guest Policy: Guests or visitors may stay in the unit for a period not exceeding 14 days during any 12 months. Upon written request to the Manager, permission may be granted for an extension of this provision for good cause [24 CFR 966.4 (d)(1)]. A Resident's family must notify the PHA when overnight guests will be staying in the unit for more than three days.
- (c) Ability to Comply with Lease Term: At the time of admission, the Resident is requested to identify individuals who may be contacted if they become unable to comply with the terms of the Lease. If, during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid the Resident in complying with the Lease. If the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease. In that case, the PHA will assist the Resident or designated member(s) of the Resident's family in finding more suitable housing and will assist in relocating the Resident from the dwelling unit. If there are no family

CITY OF WOONSOCKET HOUSING AUTHORITY

members who can or will take responsibility for moving the Resident, the PHA will work with appropriate agencies to try to secure suitable housing and will terminate the Lease.

- (d) Redetermination of Rent, Dwelling Size, and Eligibility: The Rent amount as fixed in Part IV of the Lease Agreement is due each month until changed as described below.
 - (a) The status of each family is to be reexamined at least once a year, except for when the family exceeds the over-income limit as described in Section X.(d)(3) below.
 - (b) When the PHA determines that a family's income exceeds the over-income limit, the PHA will reexamine the family's income as described in Section XVII(b)(1) below.
 - (c) At the annual reexamination, all adult Resident family members shall certify to compliance with the PHA's Community Service and Self-Sufficiency Requirement (CSSR), if applicable, or to their exempt status [24 CFR 960 Subpart F].
 - (d) Upon request, the Resident shall provide to the PHA complete and accurate information regarding family and household composition, sources of income of all family members, assets of all family members, compliance with CSSR requirements, and related information necessary to determine continued eligibility, annual income, adjusted income, and Tenant Rent [24 CFR 966.4 (c)(2)]. Failure to supply such information when required is a serious violation of the material terms of the Lease and may result in termination of the Lease.
 - i. All Resident family members shall supply any information the PHA or HUD determines necessary in the administration of the public housing program. The Resident agrees to comply with all PHA requests for verification by providing required original and authentic documents and/or by signing releases for third-party sources or providing other suitable forms of verification [24 CFR 960.259 (a) and (b)].
 - ii. The PHA shall give the Resident reasonable notice of what actions the Resident must take and of the date by which any such actions must be taken for compliance under this section. The PHA will use this information to determine the rent amount and whether the dwelling size remains suitable for the resident's needs. This determination will be made in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP), which is publicly posted in the Management Office. A copy of the policies can be furnished upon request at the requester's expense.
- (e) Rent will not change during the period between regular reexaminations, unless during such period [24 CFR 960.257 (b)]:
 - i. The Resident can verify a change in their circumstances (such as decrease in or loss of income) that would require a reduction in rent, except that rent shall not be reduced because the Resident's Rhode Island Works grant is reduced because the Resident committed welfare fraud or failed to comply with the welfare department's economic self-sufficiency program requirements [24 CFR 966.4 (c)(4) and 5.615]; or
 - ii. The family is allowed to switch from flat rent to income-based rent because of financial hardship; or
 - iii. The family is receiving the Earned Income Disallowance (EID), to adjust the exclusion with any changes in income and at the conclusion of the 24-month EID eligibility period; or
 - iv. It is found that the Resident misrepresented facts upon which the rent is based, so that the Resident is paying less than the rent they should have been charged. In this case, the PHA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or
 - v. A rent increase or decrease is required by HUD regulation or PHA policy; or
 - vi. Rent formulas or procedures are changed by federal law, regulation, or PHA policy.
- (f) Residents paying flat rent shall have their income reexamined at least every three years. The PHA will conduct an annual reexamination of family composition [24 CFR 960.257(a)(2)]. However, for flat rent families who become over-income, the PHA will conduct an interim reexamination of family income 12 and 24 months following the initial over-income determination to verify whether the family remains over-income [24 CFR 960.507].

CITY OF WOONSOCKET HOUSING AUTHORITY

- (g) All changes in family composition due to birth, adoption, death, marriage, divorce, or court-awarded custody must be reported to the PHA within 10 business days of the occurrence.
 - i. Failure to report within 10 business days may result in a retroactive rent charge or Lease termination.
- (h) The Resident must request PHA approval before adding any other household member as an occupant of the unit [24 CFR 966.4 (a)(v) and (d)(3)(i)].
 - i. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit under the PHA's transfer policy, the PHA will approve the addition and approve a transfer to a unit with one additional bedroom, only if the Resident can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that the PHA should consider. Exceptions will be made on a case-by-case basis.
 - ii. Failure to obtain PHA approval before adding any household members (other than a child by birth, adoption, or court-awarded custody) is a violation of family obligations and may result in Lease termination.
- (i) Rent Adjustments [24 CFR 966.4 (b)(1)(i)]
 - i. The Resident will be notified in writing of any rent adjustment due to a change in the Resident's circumstances.
 - ii. All notices will state the effective date of the rent adjustment.
 - iii. If the Tenant Rent is to decrease:
 - 1. If the change is reported timely, the decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the effective date, the change will be made retroactive.
 - 2. If the change resulting in a rent decrease is not reported timely, the PHA will apply the decrease on the first of the month following completion of the interim reexamination. However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances. The PHA will decide to apply such decreases retroactively on a case-by-case basis.
 - iv. If the Tenant Rent is to increase, the increase generally will be effective on the first of the month following a 30-day notice to the family. If a family fails to report a change within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with PHA policies. In the event of a rent increase resulting from misrepresentation, the PHA shall apply the increase retroactively to the first day of the month following the month in which the misrepresentation occurred.

XI. Transfers [24 CFR 966.4 (c)(3)]:

- (a) If the PHA determines that the size or the design of the unit is no longer appropriate to meet the Resident's needs, the PHA shall send the Resident written notice. The Resident agrees to accept a new Lease for a different unit of the appropriate size or design as described in the PHA notice to the Resident.
- (b) If the PHA will rehabilitate or demolish the Resident's unit, the PHA may move the Resident into another unit in accordance with the PHA's relocation policies.
- (c) If a Resident presents a written request for a unit with special features to meet a family member's disability-related needs, the PHA may modify the Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, the PHA may transfer the Resident to another unit that meets the individual's disability-related needs at the PHA's expense.
- (d) Upon written notice from the PHA, a Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident or applicant with disabilities need the unit.

CITY OF WOONSOCKET HOUSING AUTHORITY

- (e) In the case of PHA-required transfers (as defined in the PHA's ACOP), the Resident shall be required to move into the unit made available by the PHA. The Resident shall be given 10 calendar days in which to move following delivery of a transfer notice. If the Resident refuses to move without good cause, the PHA may terminate the Lease for the Resident's current unit. PHA-required transfers are subject to the PHA's grievance procedures, and no such transfer may be made until either the time to request a hearing has expired or (if a hearing was timely requested) the grievance hearing has been completed [24 CFR 966.4 (e)(8)(i)].
- (f) Except for PHA-required transfers (other than occupancy standards transfers) and reasonable accommodation transfers, the Resident will bear all costs of the transfer.
- (g) If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit if the transfer is approved as a reasonable accommodation or is PHA-required. The tenant will be billed for any maintenance or other charges due for the "old" unit, and the family will be required to replenish the security deposit either up to the original amount or, if the transfer is related to a change in the family composition, the family will be required to add to the current security deposit amount up to their current TTP.
- (h) The PHA will consider Resident requests for transfers in accordance with the transfer priorities established in the ACOP.

XII. PHA Obligations [24 CFR 966.4 (e)]: The PHA shall be obligated to:

- (a) Maintain the dwelling unit and the development, including all buildings, facilities, and common areas, in a condition that is safe, habitable, functionally adequate, operable, and free of health and safety hazards [CFR 966.4 (e)(1)].
- (b) Comply with all state and federal laws, including the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [24 CFR 966.4 (e)(2)].
- (c) Make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)].
- (d) Keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)].
- (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the PHA [24 CFR 966.4 (e)(5)].
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident as required by this Lease [24 CFR 966.5 (e)(6)].
- (g) Supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) and local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection [24 CFR 966.4 (e)(7)];
- (h) Notify the Resident of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the Resident to another unit, change in the amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford the Resident the opportunity for a hearing under the PHA grievance procedure for a PHA-proposed adverse action:
 - 1. The notice of the proposed adverse action shall inform the Resident of the right to request such a hearing. In the case of Lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired, or (if a hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)(ii)(B)].
- (i) Consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, stalking, or human trafficking as addressed in 24 CFR Part 5, Subpart L, provided that, if the PHA chooses to bifurcate a Lease, no assistance will be given for an individual who does not meet public

CITY OF WOONSOCKET HOUSING AUTHORITY

housing eligibility and 24 CFR 5.508 requirements applicable to submission of evidence of citizenship or eligible immigration status.

XIII. Resident Obligations [24 CFR 966.4 (f)]: A default on the part of the Resident shall exist and be grounds for eviction if the Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. The Resident shall be obligated to:

- (a) Shall not assign the Lease, nor sublease the dwelling unit [24 CFR 966.4 (f)(1)].
- (b) Shall not provide accommodation for boarders or lodgers [24 CFR 966.4 (f)(2)].
- (c) Shall not give accommodation to long-term guests (in excess of 14 days during any twelve months) without the advance written consent of the PHA.
- (d) Shall use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Part 1 of this Lease, and to not use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not apply to the care of foster children/adults or live-in care of a member of the Resident's family, provided the accommodation of such persons conforms to the PHA's Occupancy Standards, and so long as the PHA has granted prior written approval for the foster child(ren)/adults, or live-in aide to reside in the unit [24 CFR 966.4 (d)(3)(i)].
- (e) Shall abide by necessary and reasonable regulations and House Rules promulgated by the PHA for the benefit and well-being of the housing development and residents. These regulations and House Rules shall be posted conspicuously in the development office and incorporated by reference in this Lease. Violation of such laws or House Rules constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- (f) Shall comply with the obligations of applicable state and local building or housing codes materially affecting the health and/or safety of the Resident and household [24 CFR 966.4 (f)(5)].
- (g) Shall keep the dwelling unit and other such areas as may be assigned to the Resident for exclusive use in a clean and safe condition [24 CFR 966.4 (f)(6)]. This includes keeping front and rear entrances and walkways/Hallways free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Residents who have no household members able to perform such tasks due to age or disability [24 CFR 966.4(g)].
- (h) Shall dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA [24 CFR 966.4 (f)(7)]. To refrain from, and cause members of the Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (i) Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators [24 CFR 966.4 (f)(8)].
- (j) Shall refrain from, and cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development [24 CFR 966.4 (f)(9)].
- (k) Shall pay reasonable charges, including rent and maintenance charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, household members, or guests [24 CFR 966.4 (f)(10)].
- (l) Shall act, and cause household members or guests to act, in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining the PHA development in a decent, safe, and sanitary condition [24 CFR 966.4 (f)(11)].
- (m) Shall assure that no Resident, any member of the Resident's household, or guest engages in:
 1. **Criminal activity**
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
 - ii. Any drug-related criminal activity on or off the premises [24 CFR 966.4 (f)(12)(i)(A)(1) and (2)].
 2. **Civil activity**

CITY OF WOONSOCKET HOUSING AUTHORITY

- i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(i)(B)].
- (n) Shall assure that no member of the household engages in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents [966.4 (f)(12)(iii)].
- (o) Shall make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, without the written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PHA.
- (p) Shall not paint the unit without the express written consent of the PHA.
- (q) Shall give prompt prior notice to the PHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 14 calendar days. In such a case, *it promptly* means within 10 business days of the start of the extended absence.
- (r) Shall report all changes in household composition due to birth, adoption, marriage, Divorce, death, or court-awarded custody within 10 business days of the change.
- (s) Shall report all required changes in income or expenses within 10 business days of the change.
- (t) Shall report any household member's leaving the household within 10 business days of the change and provide to the PHA any information and documentation requested to verify the individual's new address.
- (u) Shall obtain permission from the PHA before allowing any individual to move into the unit, other than in the case of birth, adoption, or court-awarded custody.
- (v) Shall abide by the PHA's pet policy, which is incorporated by reference into this lease.
- (w) Shall not allow any individual who has been barred or banned from PHA property onto the premises.
- (x) Shall not engage in acts of violence, or threatened violence, or abusive behavior towards PHA staff.
 - 1. *Abusive or violent behavior* towards PHA staff includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate, may be considered abusive or violent behavior.
 - 2. *Threatening refers to oral or written threats or physical gestures that communicate* the intent to abuse or commit violence.
- (y) Shall not display, use, or possess or allow members of the Resident's household or guests to display, use or possess any illegal firearms (operable or inoperable), or other illegal weapons as defined by the laws and courts of the state, anywhere on the property of the PHA.
- (z) Shall take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (aa) Shall avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and avoid using these for purposes other than going in and out of the dwelling unit.
- (bb) Shall refrain from erecting or installing antennas, satellite dishes, or surveillance cameras and/or audio recording devices on or near any part of the dwelling unit, except with the written permission of the PHA.
- (cc) Shall refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from the PHA.
- (dd) Shall remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Resident's expense. Automobile repairs are not permitted on the development site.
- (ee) Shall remove any personal property left on PHA property when the Resident leaves, abandons, or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Costs for storage and disposal shall be assessed against the former Resident.

CITY OF WOONSOCKET HOUSING AUTHORITY

- (ff) Shall use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for the Resident, household members, and neighbors. THE RESIDENT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. The Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (gg) Will provide complete and accurate information to the PHA as requested.
- (hh) Shall not commit any fraud in connection with any federal housing assistance program.
- (ii) Shall not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the Lease.
- (jj) Shall ensure each non-exempt adult in the Resident household meets the PHA's Community Service and Self-Sufficiency Requirement (CSSR) as required by HUD regulations and PHA policy.
- (kk) Shall cooperate in the extermination of cockroaches, bedbugs, mice, rats, and other pests that may create infestation. The Resident agrees to permit the dwelling unit to be treated as indicated on the PHA's maintenance schedule.
- (ll) Shall not use or permit use of bouncy houses, swimming pools of any size, fire pits, or motorized vehicles of any type.
- (mm) Shall not park any motorized vehicles of any type in unauthorized areas. Motorcycles, electric bikes, scooters, and other similar vehicles are parked in the apartment parking spaces on the side of the building, on the sidewalk, in hallways, and throughout the interior of the building.

XIV. Defects Hazardous to Life, Health, or Safety: If the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

(a) PHA Responsibilities:

1. The PHA shall be responsible for repairing the unit within a reasonable period of time after receiving notice from the Resident, provided that, if the damage was caused by the Resident, household members, or guests, the reasonable costs of the repairs shall be charged to the Resident [24 CFR 966.4 (h)(2)].
2. If necessary, repairs cannot be made within a reasonable time, the PHA shall offer the Resident a replacement dwelling unit, if available [24 CFR 966.4 (h)(3)].
3. If the PHA cannot make repairs, and alternative accommodation is available, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodation or if the Resident, household members, or guests caused the damage as determined by the PHA [24 CFR 966.4 (h)(4)].
4. If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, or safety of the Resident, and the Resident refuses alternative accommodations, this Lease shall be terminated. Any rent paid will be refunded to the Resident.

(b) Resident Responsibilities:

1. The Resident shall immediately notify the PHA of the damage and intend to abate rent when the damage is or becomes sufficiently severe that the Resident believes they are justified in abating rent [24 CFR 966.4 (h)(1)].
2. The Resident shall accept any replacement unit offered by the PHA.
3. The Resident shall continue to pay full rent, less than the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

XV. Move-in and Move-out Inspections

- (a) **Move-in Inspection:** The PHA and the Resident or representative shall inspect the dwelling unit prior to occupancy by the Resident. The PHA will provide the Resident with a written statement detailing the condition of the dwelling unit, both inside and outside, and note any equipment included with the unit. The PHA and the Resident shall sign the statement, and a copy of the statement shall be retained in the Resident's folder [24 CFR 966.4 (i)]. The PHA will correct any deficiencies noted on the inspection report, at no charge to the Resident.

CITY OF WOONSOCKET HOUSING AUTHORITY

- (b) **Move-out Inspection:** The PHA will inspect the unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without providing notice to the PHA [24 CFR 966.4(i)].

XVI. Entry of Premises during Occupancy

(a) **Resident Responsibilities:**

1. The Resident agrees that the duly authorized agent, employee, or contractor of the PHA shall be permitted to enter the Resident's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [24 CFR 966.4 (j)(1)].
2. When the Resident calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the dwelling unit when the PHA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.
3. Except for emergencies, management (and third-party contracted vendors) will not enter a dwelling unit where an animal resides for the performance of repairs or inspections unless the animal is accompanied and restrained for the entire duration of the inspection or repair by the animal owner or a responsible person designated by the animal owner. The animal must be physically restrained until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of an animal may be cause for termination of the lease.

(b) **PHA Responsibilities:**

1. The PHA shall give the Resident at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry will be considered reasonable advance notification [24 CFR 966.4 (j)(1)].
2. The PHA may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(2)].
3. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit [24 CFR 966.4 (j)(3)].

XVII. Notice Procedures

- (a) **Resident Responsibility:** Any notice to the PHA must be in writing, delivered to the Development Management Office or to the PHA's central office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].
- (b) **PHA Responsibility:** Notice to the Resident must be in writing, delivered to the Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Resident [24 CFR 966.4 (k)(1)(i)]. This requirement does not apply to notices of entry of premises under Part 1, Section XVI(b).
1. **Over-Income Families** [24 CFR 960.507(c)(3); 24 CFR 960.509; Notice PIH 2023-03]
 - i. If the PHA determines that the family exceeds the over-income limit for 24 consecutive months, the PHA must terminate the tenancy of the family three months after the final notification of the family's over-income status.
 - ii. The family will be sent an Initial Notice at the time of the determination that the family is over-income. If the family remains over-income after 12 months, the PHA will send the family a Second Notice. If the family remains over-income after 24 months, the PHA will send the family a Final Notice, which will include the date by which the family must vacate the unit. All notices will afford the family the opportunity for a hearing in accordance with the PHA's grievance procedures.
 - iii. If, at any time before the conclusion of 24 consecutive months, the family is determined to be below the over-income limit, the family will no longer be subject to the over-income provisions.
- (c) Unopened, canceled, first-class mail returned by the post office shall be sufficient evidence that notice was given.

CITY OF WOONSOCKET HOUSING AUTHORITY

- (d) The PHA will ensure that all notices are provided in a manner that is effective for people with hearing, visual, and other impairments [24 CFR 966.4 (k)(2); PIH 2023-03].

XVIII. Termination of Lease and Eviction: In terminating this Lease, the following procedures shall be followed by the PHA and the Resident:

- (a) **Grounds for Termination of the Lease:** The Lease may be terminated only for serious or repeated violations of material terms of the Lease, or for other good cause [24 CFR 966.4 (l)(2)].
1. Serious or repeated violation of the terms of this Lease for which the PHA may terminate the Lease shall include, but are not limited to:
 - i. Failure to pay rent or other payments when due as described in Sections IV and V above [24 CFR 966.4 (l)(2)].
 - ii. Failure to fulfill Resident obligations as detailed in Section XIII above [24 CFR 966.4 (l)(2)].
 2. Another good cause, for which the PHA must, according to HUD regulations, terminate this Lease, includes the following:
 - i. Failure to sign and submit consent form(s), the Resident, family members, or household members are required to sign [24 CFR 960.259 (a) and (b)].
 - A. As addressed in the PHA's Admissions and Continued Occupancy Policy, the PHA will terminate this Lease if the family revokes consent to allow the PHA to access financial records from financial institutions [24 CFR 5.232(c)].
 - ii. Failure to submit required documentation in the required timeframe concerning any family member's citizenship or immigration status, or the United States Citizenship and Immigration Service (USCIS) does not verify eligible immigrant status of the family, resulting in no eligible family members, or a family member who knowingly permits another ineligible individual to reside in the unit without the knowledge of the PHA [24 CFR 5.514 (c) and (d); 24 CFR 960.259 (a)];
 - iii. Failure to provide the documentation or certification required for any household member who obtains a Social Security number or joins the family [24 CFR 5.218 (c); 24 CFR 960.259 (a)(3)].
 - iv. Failure to accept the PHA's offer of a Lease revision to an existing Lease, providing the PHA has complied with the HUD regulations, the PHA's policies in the ACOP [24 CFR 966.4 (l)(2)(iii)(E)].
 - v. Discovery by the PHA that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 24, 2001. The PHA must immediately terminate assistance for the household member. In this situation, the PHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA will terminate assistance for the household [Notice PIH 2012-28].
 - vi. Determination by the PHA that a household member has been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing [24 CFR 966.4 (l)(5)(i)(A)].
 - vii. Death of the sole family member [Notice PIH 2012-4].
 - viii. Refusal by the Resident to enter into a repayment agreement or failure to make payments on an existing or new repayment agreement [Notice PIH 2018-18].
 - ix. Exceeding the over-income limit for 24 consecutive months. Within 90 days of the PHA's final notification of the end of the 24 months or the next lease renewal (whichever is sooner), the PHA will terminate the family's lease. (see XVII(b)(1). [24 CFR 960.507; FR Notice 7/16/18; Notice PIH 2023-03; FR Notice 2/14/23].
 3. Another good cause for which the PHA may, in accordance with HUD regulations and its ACOP, terminate this Lease includes, but is not limited to, the following:
 - i. Failure to make payments due under the Lease [24 CFR 966.4 (l)(2)(i)(A)], including:
 - ii. Misrepresentation of family income, assets, or household composition [24 CFR 966.4 (c)(2)].

CITY OF WOONSOCKET HOUSING AUTHORITY

- iii. Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size [24 CFR 966.4 (c)(2)].
- iv. Absence by the family from the public housing unit for more than 180 consecutive days without adequately verifying that they are living in the unit [24 CFR 982.551(i)].
- v. Serious or repeated damage to the dwelling unit or creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)(i)(B)].
- vi. Criminal activity by the Resident, household member, or guest, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on or off the premises [24 CFR 966.4 (l)(2)(iii)(A)];
- vii. Criminal activity by other person under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on the premises [24 CFR 966.4 (l)(2)(iii)(A)] and [24 CFR 966.4 (l)(5)(i)(B) and (l)(5)(ii)(A)];
- viii. Failure to abide by the PHA's nonsmoking policy [24 CFR 965.653(a)].
- ix. Failure on the part of the Resident to assure that no member of the household engages in:
 - A. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 966.4 (l)(5)(vi)(A)].
 - B. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises [24 CFR 966.4 (l)(5)(i)(B)];
- x. Determination by the PHA that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers [24 CFR 966.4 (l)(5)(vi)(B)].
- xi. Seizure by law enforcement of illegal firearms, illegal weapons, or illegal drugs in a PHA unit.
- xii. A Resident 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 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 violating a condition of probation or parole imposed under federal or state law [24 CFR 966.4 (l)(5)(ii)(B)];
- xiii. Any member of the household becoming subject to a lifetime sex offender registration requirement [Notice PIH 2012-28].
- xiv. Discovery after admission of facts that made the Resident ineligible [24 CFR 966.4 (l)(5)(iii)(B)].
- xv. Discovery of materially false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income [24 CFR 966.4 (l)(2)(iii)(C)].
- xvi. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available [24 CFR 966.4 (c)(3)].
- xvii. Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(1) and (2)];
- xviii. Violation by a family member of any federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- xix. Any household member purposely disengages the unit's smoke/carbon monoxide detector. Only one warning will be given. A second incident will result in Notice of Lease Termination; or
- xx. A household member engaging in or threatening violent or abusive behavior toward PHA personnel [24 CFR 966.4 (l)(5)(ii)(A)].
 - A. *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate, may be considered abusive or violent behavior.

CITY OF WOONSOCKET HOUSING AUTHORITY

- B. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(b) **Eviction**

1. Evidence. The PHA may evict the Resident by judicial action for criminal activity in accordance with this section if the PHA 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.
2. A record or records of arrest may not be the sole basis for the termination or proof that the Resident engaged in criminal activity [Notice PIH 2015-19]. The PHA will follow any state or local laws that limit or prohibit the use of certain criminal records.
3. If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA shall notify the household of the proposed action based on the information and will provide the subject of the record and the Resident with a copy of the criminal record before the PHA issues a notice of termination. The Resident will be allowed to dispute the accuracy and relevance of that record [24 CFR 966.4(l)(5)(iv)].
4. In deciding to evict for criminal activity, unless the termination is mandated by HUD as described in XVIII(a)(2), the PHA shall consider the circumstances of the case, including the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have both on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
5. The PHA may require a Resident to exclude a household member to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants termination [24 CFR 966.4 (l)(5)(vii)(C)]. The PHA may impose a condition that such excluded household members do not visit the unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of current participation in or successful completion of a treatment program as a condition to being allowed to reside in the unit [24 CFR 966.4 (l)(5)(vii)(D)].
6. The PHA's eviction actions will be consistent with fair housing and equal opportunity provisions under 24 CFR 5.105 [24 CFR 966.4 (l)(5)(vii)(F)].
7. When the PHA evicts an individual or family for criminal activity, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit, so the post office will stop mail delivery for such persons. They will have no reason to return to the unit [24 CFR 966.4 (l)(5)(iii)(B)].

(c) **Notice of Proposed Termination:** The PHA shall give written notice of the proposed termination of the Lease of: [24 CFR 966.4 (l)(3)]

1. 30 days in the case of failure to pay rent [966.4(l)(3)];
 - i. All notices of lease termination due to a Resident's failure to pay rent will also include instructions on how the Resident can cure the nonpayment of rent violation, including [24 CFR 966.4(r)]:
 - An itemized amount separated by month of alleged rent owed by the Resident.
 - Any other arrearages allowed by HUD and included in the lease, separated by month; and
 - The date by which the Resident must pay the amount of rent owed before an eviction for nonpayment of rent can be filed.
 - Information on how the Resident may recertify their income, request a minimum rent hardship exemption, or request a switch from flat rent to income-based rent; and
 - In the event of a Presidential declaration of a national emergency, information as required by HUD.
 - ii. The PHA will not proceed with filing an eviction if the Resident pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(q)].
2. Reasonable time, but not to exceed 30 days, considering the seriousness of the situation:

CITY OF WOONSOCKET HOUSING AUTHORITY

- i. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - iii. If any member of the household has been convicted of a felony.
3. 30 days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply [24 CFR 966.4 (l)(3)(C)].

(d) Notice of Termination

1. The Resident may terminate this Lease at any time by giving 30 calendar days' written notice as described in Section XVII(a) above. Property Managers will conduct a pre-move-out inspection to determine if any damage exists. Unit keys must be returned to the Property Office to vacate a unit properly.
2. Any Notice to Vacate (or quit) that is required by state or local law will be combined with the Notice of Lease Termination under this section [24 CFR 966.4 (l)(3)(iii)]. The Notice to Vacate shall be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Resident. If the PHA prevails in court, the Resident may be required to pay the costs of court and attorney's fees.
3. The PHA notice of termination to the Resident shall state specific grounds for the termination, shall inform the Resident of the right to make such reply as the Resident may wish, and the Resident's right to examine and copy PHA documents directly relevant to the termination or eviction [24 CFR 966.4 (l)(3)(ii)].
4. All notices of Lease termination will include a copy of the forms HUD-5382 (VAWA Certification form) and HUD-5380 (Notice of Occupancy Rights under VAWA) to accompany the termination notice. Any Resident who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the Resident or an affiliated individual of the Resident is the victim, will be given the opportunity to provide documentation in accordance with Section XXI of this Lease and the PHA's policies in the ACOP.
5. When the PHA is required to offer the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the right to request such a hearing in accordance with the PHA's grievance procedures [24 CFR 966.4 (l)(3)(ii)].
6. When the PHA is required to offer the Resident the opportunity for a grievance hearing concerning the Lease termination under the PHA's grievance procedure, the Lease shall not terminate (even if any Notice to Vacate under state or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed [24 CFR 966.4 (l)(3)(iv)].
7. The PHA shall appoint the hearing officer, who shall be an impartial person, other than the person who made or approved the decision under review, and other than a subordinate of that person.
8. The PHA is in a due-process state. The term 'due process determination' refers to a determination by HUD that the laws of the jurisdiction provide the basic elements of due process as defined in HUD regulations [24 CFR 966.51].
 - a) Therefore, the PHA, in accordance with the regulations, excludes from the PHA administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA.
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in a felony conviction of a household member.
 - b) When the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the Notice of Lease Termination shall:
 - i. State that the Resident is not entitled to a grievance hearing on the termination.

CITY OF WOONSOCKET HOUSING AUTHORITY

- ii. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the basic elements of due process as defined in HUD regulations; and
 - iii. State whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity [24 CFR 966.4 (l)(3)(v)].
9. The PHA may evict the Resident from the unit only by bringing a court action [24 CFR 966.4 (l)(4)].

XIX. Waiver

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

XX. Housekeeping Standards

The Resident shall comply with the PHA's housekeeping standards, as incorporated by reference in this Lease.

XXI. Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Human Trafficking

- (a) Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed either as serious or repeated violations of this Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence, provided such victim is a signatory to this Lease or an affiliated individual [The Violence Against Women Act of 2013 (VAWA), 24 CFR 5.2003 and 24 CFR 5.2005(c)];
- (b) Criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking engaged in by a Resident, spouse, cohead, authorized household member or any guest, or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault, stalking, or human trafficking [24 CFR 5.2005(b)(2)];
- (c) The PHA may, in its discretion, seek to bifurcate this Lease, or remove a Resident or household member from this Lease without regard to whether the Resident or household member is a signatory to this Lease to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or household member and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking against an affiliated individual without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or an affiliated individual; provided that if such bifurcation occurs, and the removed Resident or lawful occupant was the sole household member eligible to receive assistance, the PHA will provide any remaining household member the opportunity to establish eligibility for housing [24 CFR 5.2009 (a) and (b) and 24 CFR 966.4 (e)(9)];
- (d) Nothing in this section limits the PHA's authority to terminate this Lease for violation of this Lease not based on criminal activity directly related to domestic violence, dating violence, sexual assault, stalking or human trafficking provided that the PHA does not subject any Resident or affiliated individual who has been a victim of domestic violence, dating violence, sexual assault, stalking or human trafficking to a more demanding standard than other residents or affiliated individuals in determining whether to terminate and evict [24 CFR 5.2005 (d)(2)];
- (e) Nothing in this section may be construed to limit the PHA's authority to terminate the tenancy of any Resident if the PHA can demonstrate an actual and imminent threat to other residents, PHA employees, or those providing service to the property if that Resident's tenancy is not terminated [24 CFR 5.2005 (d)(3)].

XXII. Reasonable Accommodation for Persons with Disabilities: For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the disabled individual with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. The Resident may, at any time during the term of the Lease or during any renewal term, request reasonable accommodations, including those necessary for the Resident to meet Lease requirements or other tenancy requirements.

CITY OF WOONSOCKET HOUSING AUTHORITY

XXIII. Definitions

- a) *Household* is the family and the PHA-approved live-in aide, family members of live-in aides, and foster children and/or adults [24 CFR 5.100].
- b) *Guest* is a person temporarily staying in the unit for fewer than 14 days in any one year with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident [24 CFR 5.100].
- c) *Another person under the Resident's control* means a person who is, or was at the time of the activity in question, on the premises because of an invitation from the Resident or other member of the household who has expressed or implied authority to so consent on behalf of the Resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Resident's control [24 CFR 5.100].
- d) *Premises* means the building, complex, or development in which the public or assisted housing dwelling is located, including common areas or grounds [24 CFR 5.100].
- e) *Material noncompliance* includes:
 - 1. One or more substantial violations of the Lease and/or regulations.
 - 2. Repeated minor violations of the Lease and regulations that:
 - i. Disrupt the livability of the development
 - ii. Adversely affects the health or safety of any person or the rights of any resident to the quiet enjoyment of the leased premises and related development facilities.
 - iii. Interfere with the management of the development; or
 - iv. Have an adverse financial effect on the development.
 - 3. Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information).
 - 4. Nonpayment of rent or any other financial obligations due under the Lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under state law constitutes a minor violation.
- f) *Pattern of illegal drug use* means more than one incident of any use of illicit drugs during the previous three months.
- g) *Pattern of abuse of alcohol* means more than one incident of any such abuse of alcohol during the previous three months.
- h) *Drug-related criminal activity* means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 5.100].
- i) *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

CITY OF WOONSOCKET HOUSING AUTHORITY

ATTACHMENTS

If indicated by an ☒ below, the PHA has provided the Resident with the following attachments and information:

- | | |
|---|--|
| <input type="checkbox"/> The Lease | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Family Choice in Rent (Income-Based or Flat Rent) | <input type="checkbox"/> Maintenance Contact Procedures |
| <input type="checkbox"/> Tenant Charges (may be updated) | <input checked="" type="checkbox"/> Lead Disclosure Addendum |
| <input checked="" type="checkbox"/> Lead Hazard Notice Information Pamphlet | <input type="checkbox"/> Parking Policy |
| <input type="checkbox"/> Grievance Procedure (maybe updated) | <input type="checkbox"/> Assisted Living Addendum |
| <input checked="" type="checkbox"/> Smoke Free Policy (copy) | <input type="checkbox"/> House Rules |
| <input type="checkbox"/> Community Service & Self-Sufficiency Requirement (CSSR) | <input type="checkbox"/> Live-In Aide Addendum |
| <input type="checkbox"/> Reasonable Accommodation or Physical Modification Request Form | |
| <input type="checkbox"/> Form HUD-5380 (Notice of Occupancy Rights under the Violence Against Women Act (VAWA)) | |
| <input type="checkbox"/> Form HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

CITY OF WOONSOCKET HOUSING AUTHORITY

Public Housing Lease Agreement

RESIDENTIAL LEASE AGREEMENT: Lease Execution

By signature below, the Resident and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference. The Resident and household further acknowledge that the Provisions of this Lease Agreement, Part 1. I - XXIII have been received and thoroughly explained, and all questions have been answered.

RESIDENT CERTIFICATION

I hereby certify under oath and under penalty of perjury that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the PHA before execution of the Lease, or before PHA approval for occupancy of the unit by the household member.

I further certify under oath and under penalty of perjury that all information or documentation submitted by myself or other household members to the PHA in connection with any federal housing assistance program (before and during the Lease term) is true and complete to the best of my knowledge and belief.

RESIDENT _____ DATE _____

CO-RESIDENT _____ DATE _____

OTHER ADULT _____ DATE _____

OTHER ADULT _____ DATE _____

OTHER ADULT _____ DATE _____

OTHER ADULT _____ DATE _____

ADMINISTRATION:

Property Manager _____ DATE _____

CITY OF WOONSOCKET HOUSING AUTHORITY