



Housing Authority of the County of Merced

405 U STREET MERCED, CA 95341
PHONE (209) 722-3501 TDD 711 or 800-855-7100
www.merced-pha.com

November 15, 2017

NOTICE TO ALL PUBLIC HOUSING RESIDENTS

Housing Authority of the County of Merced (HACM) is proposing a new Lease for all Public Housing residents. The changes reflect new updates required by the U.S. Department of Housing and Urban Development ("HUD") and administrative changes. The items listed below are some of the major proposed updates and or changes in the Lease:

- Emergency Transfer Plan pursuant to the Violence Against Women Act ("VAWA").
- Lease Addendum on Violence Against Women and Justice Department Reauthorization Act of 2005.
- Non-Sufficient Funds (NSF) fee increased to \$50.00.
- Rent Late Fee increased to \$25.00.
- All changes in family composition, income and related information necessary to determine eligibility and monthly rent must be reported in writing to Asset Manager within thirty (30) days of the occurrence.
- In an effort to improve the livability and conditions of the units owned and managed by the Housing Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families. Housekeeping Standards have been incorporated into the new Lease.

For a full viewing of the proposed changes you may view the Lease in its entirety at the local rental office or the Administrative Office at 405 U Street, Merced, CA, or you may view online at www.merced-pha.com

Beginning November 17th through December 18th, 2017 there will be a 30-day public comment period on these proposed changes. Any comments may be submitted in writing and addressed to:

Housing Authority of the County of Merced
Attention: Ms. Maria Alvarado – Public Comment re: Proposed PH Lease
405 U Street, Merced, CA 95341
Or via e-mail to: mariaa@merced-pha.com

All written comments must be submitted no later than December 18, 2017.

Sincerely,

Blanca Arrate

Blanca Arrate
Director of Housing Programs



Tenants who have submitted a check for payment that is returned for Non-Sufficient Funds(NSF) shall be required to make all future payments with a money order or cashier's check, and pay the NSF fee of \$50.00.

Rent must be paid at those location(s) as now or hereafter designated by the MANAGEMENT.

- c. LATE FEE – A late fee of \$25.00 will be charged if rent is not paid by the 7th calendar day of each month. Tenant agrees that this Late Fee, which shall be considered charges, does not establish a grace period, is reasonable, and is to reimburse the Housing Authority for the administrative costs and expenses incurred when the rent is not received on the first of each calendar month. As required by law, Tenant is hereby notified that at Housing Authority's discretion, a negative credit report reflecting upon the Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to pay rent on time.
 - d. In the event this Lease is terminated by Tenant as set forth any rents paid or due shall be pro-rated daily after the date of expiration of the thirty (30) days notice period. In the event Tenant vacates without notice, Tenant shall be charged with rent for the thirty (30) days after the Housing Authority learns that the unit has been vacated. Rental credits or charges shall be based upon a uniform thirty (30) day month. This rent will remain in effect unless adjusted in accordance with the provisions of this Lease.
 - e. IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the Tenant is transferring from one Housing Authority operated dwelling unit to another Housing Authority operated dwelling unit, payment of any unpaid balance of rents or payments due under the previous Lease shall become a part of the consideration for the new Lease.
 - f. The receipt by MANAGEMENT of rent or payments due under the Lease with the knowledge of the breach of any covenant or condition and/or after service of a notice of termination, except where the breach is solely for the payment of delinquent rent thereof, shall not be deemed a waiver of such breach and MANAGEMENT may proceed forward with termination and eviction proceedings. Further, no waiver by MANAGEMENT of any of the provisions hereof, including the right to terminate the lease and continue eviction proceedings, shall be deemed to have been made upon acceptance of rent or any monies due and payable under this lease unless expressly stated in a writing signed by MANAGEMENT, its representatives or agents.
6. **SECURITY DEPOSIT [24 CFR 966.4 (b)(5)]:**
- a. Upon signing of this Lease Agreement, and in addition to the monthly rental payments required under Paragraph 5, the Tenant agrees to pay the Housing Authority the sum of \$ _____ as a security deposit. Upon termination of this Lease, Tenant may request a move-out inspection. Such request must be made in writing and within 48 hours of the termination of the Lease. At the termination of this Lease, the Housing Authority may apply the security deposit money towards:
 - (1) The cost of repairing any damage to the Premises beyond ordinary wear and tear;
 - (2) The cost of cleaning of the Premises; and/or
 - (3) Any rent or other charges owed by Tenant.
 - b. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.
 - c. The Housing Authority shall hold the security deposit in trust for Tenant during the term of this Lease. Tenant agrees that Housing Authority may use any interest earned on the security

deposit for Tenant services and activities and Tenant agrees to waive any right to claim a refund of such interest.

7. **UTILITIES AND APPLIANCES** [24 CFR 966.4(a)(1) (iv)]:

Housing Authority-Supplied Utilities

If indicated by an (X) below, the Housing Authority provides the following utility(ies) as part of the rent for the Premises:

- Electricity Natural Gas Heating Fuel Water Sewerage
 Garbage Other

Housing Authority-Supplied Appliances

If indicated by an (X) below, the Housing Authority shall provide the following appliances for the Premises:

- Cooking Range Refrigerator

8. **CHARGES FOR UTILITIES**

- a. Tenant agrees to maintain all other listed utility services which are not provided by Housing Authority during the entire term of this Lease. Tenant agrees to promptly pay for all such utilities furnished to the Premises.

9. **TERMS AND CONDITIONS:** The following terms and conditions of occupancy are made as a part of the Lease.

- a. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Tenant may request permission to extend the fourteen (14) day period upon written request to the Housing Authority Asset Manager [24 CFR 966.4 (d)(1)].
- b. Ability to Comply with Lease Terms: If, during the term of this Lease, the Tenant, 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 in complying with the Lease, and the Housing Authority cannot make any reasonable accommodation for the Tenant and/or to the Premises that would enable Tenant to comply with the Lease, then the Housing Authority may assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing. At the time of admission and at least annually, all Tenants may identify in writing the family member, friend, or social, health, advocacy, or other organization to be contacted if they become unable to comply with Lease terms.
- c. Recertification of Rent, Dwelling Size, and Eligibility. The rent amount as stated in 5b of this Lease is due each month until changed as described below:
- (1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes re-examined every three years. Tenant shall certify to compliance with the eight (8) hours per month community service requirement, if applicable [24 CFR 960.603].
 - (2) Tenant promises to supply the Housing Authority, when requested or when there is any change, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual

income, adjusted income, and monthly rent [24 CFR 966.4 (c)(2)]. Failure to immediately supply to the Housing Authority such information when requested or when there is any change is a serious violation of the terms of the Lease and may cause the Housing Authority to terminate the Lease. All information provided by Tenant must be verified by the Housing Authority. Tenant agrees to comply with the Housing Authority requests for verification by signing releases for third-party sources, presenting documents for review, and/or providing other suitable forms of verification [24 CFR 966.4 (c)(2)]. The Housing Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Housing Authority to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for Tenant's needs.

If a family fails to attend two scheduled appointments without Housing Authority approval, the family will be in violation of the Lease and may be terminated in accordance with the Admissions and Continued Occupancy Policy as now or hereafter adopted, which is publicly posted in the Management Office.

- (3) Rent will not change during the period between regular re-certifications, UNLESS during such period [24 CFR 966.4]:
 - (a) Tenant can verify a change in circumstances (such as decline in or loss of income) that would justify a reduction in rent. NOTE: Rent shall not be reduced because a Tenant's TANF/CalWORKs grant is reduced due to the Tenant committing welfare fraud or for failing to comply with the welfare department's economic self-sufficiency requirement.
 - (b) Rent formulas or procedures are changed by Federal law or regulation.
- d. All changes in family composition, income and related information necessary to determine eligibility and monthly rent must be reported in writing to Asset Manager within thirty (30) days of the occurrence. Failure to report within the thirty (30) days may result in termination of the Lease and/or a retroactive rent charge [24 CFR 966.4 (c)(2)].
- e. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
 - (1) In the case of a rent decrease, the adjustment will become effective the first day of the month following the month in which the change was verified.
 - (2) In the case of a rent adjustment, when an increase in income occurs after a prior rent decrease and is reported within thirty (30) calendar days of the occurrence, the increase will become effective the first day of the month following a thirty (30) day notice to the family.
 - (3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Housing Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- f. Unit Transfers [24 CFR 966.4 (c)(3):
 - (1) Tenant agrees that if the Housing Authority determines that the size or design of the dwelling unit is no longer appropriate to the Tenant's needs, the Housing Authority shall send Tenant written notice of such determination. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.

- (2) Housing Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for a reasonable accommodation in support of a documented disability, the Housing Authority may modify Tenant's existing unit. If providing the requested accommodation would result in a financial and administrative burden, the Housing Authority is required to take any other action that would not result in an undue financial and administrative burden. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Housing Authority may transfer Tenant to another unit with the features requested.
- (4) A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit or at a time convenient to the needs and plans of the Housing Authority.
- (5) In the case of involuntary transfers, Tenant will be required to move into the dwelling unit made available by the Housing Authority. Tenant will have three (3) calendar days in which to turn in the keys to the previous unit. Tenants failing to turn in the keys in the required time frame will be served a notice of termination. Tenant will be responsible for all charges (i.e. damages, rent for both units, etc.).
- (6) Involuntary transfers are subject to the Grievance Procedure [24 CFR 966.4 (c)(4)].
- (7) Housing Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.
- (8) To provide emergency transfer to another available public housing unit in accordance with the Housing Authority of the County of Merced's Emergency Transfer Plan pursuant to the Violence Against Women Act ("VAWA") as now or hereafter amended. (5 CFR 5.2001 et seq).

10. **HOUSING AUTHORITY OBLIGATIONS** [24 CFR 966.4 (e)]: The Housing Authority shall be obligated:

- a. To maintain the dwelling unit and the development in a decent, safe and sanitary condition [24 CFR 966.4 (e)(1)].
- b. To comply with the requirements of applicable building codes, housing codes, and US Department of Housing and Urban Development ("HUD") regulations materially affecting health and safety [24 CFR 966.4 (e)(2)].
- c. To make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)].
- d. To keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)].
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances [24 CFR 966.4 (e)(5)].
- f. To provide and maintain appropriate receptacles and facilities (except a container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease [24 CFR 966.4 (e)(6)].
- g. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that

purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection [24 CFR 966.4 (e)(7)].

- h. To notify Tenant of the specific grounds for any proposed adverse action by the Housing Authority. Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the Housing Authority is required to afford Tenant the opportunity for a hearing under the Housing Authority's Grievance Procedure for a grievance concerning a proposed adverse action [24 CFR 966.4(e)(8):
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 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 Housing Authority shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)].

11. TENANT'S OBLIGATIONS: Tenant shall be obligated:

- a. To not assign the Lease, nor sublet the dwelling unit [24 CFR 966.4 (f)(1)].
- b. To not give accommodation to boarders or lodgers [24 CFR 966.4 (f)(2)].
- c. To not give accommodation to long term guests (in excess of fourteen (14) consecutive days) without the advance written consent of the Housing Authority.
- d. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in aide provider of a member of Tenant's family, provided the accommodation of such persons conforms to the Housing Authority's Occupancy standards, and so long as the Housing Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit [24 CFR 966.4 (d)((3)(i)].
- e. To abide by necessary and reasonable rules now or hereafter promulgated by the Housing Authority for the benefit and well-being of the housing development and Tenants. These regulations shall be posted in a conspicuous manner in the Management Office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- f. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety of Tenant and household [24 CFR 966.4(f)(5)].
- g. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition [24 CFR 966.4(f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris, seasonal maintenance such as holiday decorations and litter and to maintain all the Housing Authority Developments in a decent, safe, and sanitary condition [24 CFR 966.4 (g)].
- h. A Notice of Lease Termination will be served to Tenants if the Tenant or Tenant's guests/visitors deliberately disengage the dwelling unit's smoke detector(s) and/or carbon monoxide detector(s).

- i. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner and only in containers approved or provided by the Housing Authority [24 CFR 966.4(f)(7)]. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- j. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances [24 CFR 966.4(f)(8)].
- k. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control:
 - (1) Shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Housing Authority's public housing Premises by other Tenants or staff of the Housing Authority.
 - (2) Shall not engage in any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity mean the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 966.4(f)(12)].
 - (3) Shall not make any alterations or repairs or redecorations to the interior and exterior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of the Housing Authority. Tenant shall not make any changes to locks or install new locks in the Premises.
 - (4) Shall give prompt prior notice to the Housing Authority, in accordance with this Lease, of Tenant's leaving dwelling unit unoccupied for any period exceeding two calendar weeks.
 - (5) Shall act in a cooperative manner with neighbors and Housing Authority staff.
 - (6) 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 Housing Authority staff.
 - (7) Shall not display, use, or possess or allow members of Tenant'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 of California anywhere on Housing Authority property. All legal weapons shall be registered with the Management. The failure to register any weapon shall be grounds for immediate termination of this Lease.
 - (8) Shall take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.
 - (9) Shall avoid obstructing sidewalks, areaways, or passages, and to avoid using these for purposes other than going in and out of the dwelling unit.
 - (10) Shall refrain from erecting or hanging radio or television antennas on or from any part of the Premises.
 - (11) Shall refrain from placing signs of any type in or about the Premises except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Authority.

(12) Shall refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Housing Authority's Pet Policy, unless a verified disability warrants the possession of a service animal or companion animal, and then pursuant to rules now or hereafter adopted. (Attach Pet and Animal Responsibility Agreement Policy, if applicable)

Applicable

Not Applicable

(13) Shall remove from Housing Authority property any vehicles without valid registration. To refrain from parking any vehicles, trucks, trailers, recreational vehicles on the lawn or sidewalks, in any right-of-way or fire lane designated and marked by the Housing Authority. Any inoperable or unlicensed vehicle as described above will be removed from Housing Authority property at Tenant's expense. Major automobile repairs are not permitted on the Housing Authority site(s).

(14) Shall remove any personal property left on Housing Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Personal property left for more than fifteen (15) days after notice is served or eighteen (18) days if notice is mailed to the tenant's last known address or new address, if provided, shall be considered abandoned and will be disposed of by the Housing Authority. Costs for storage and disposal shall be assessed against the former Tenant. This paragraph is intended to meet and comply with California Civil Code sections 1980 et seq as now or hereafter modified and shall constitute notice to tenant and any tenant under this lease as to the disposition of abandoned personal property.

(15) Shall 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 IMMEDIATELY NOTIFY THE HOUSING AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(16) Shall not commit any fraud in connection with any Federal housing assistance program which includes, but is not limited to, failing to immediately report any increase in income or asset where said change affects tenant payment share of the rent.

(17) Shall not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

(18) Shall, within 24 hours of taking possession of the Premises place utilities in the name of Tenant that are not Housing Authority Supplied Utilities (see paragraph 7) and pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(19) Each adult in the Tenant household shall perform eight (8) hours per month of qualifying community service (as specified by the Housing Authority) or may aggregate across one year as long as 96 hours is completed by each annual recertification unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

(20) Shall not engage in any criminal and/or drug related activity on or off the Premises [24 CFR 966.4(f)(12)(1)(ii)].

(21) Shall not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other Tenants [24 CFR 966.4(f)(12)(iii)].

- l. Shall abide by the Housing Authority of the County of Merced's House Rules as now or hereafter adopted.
- m. Shall abide by the Housing Authority of the County of Merced's Non-Smoking Policy.
- n. Shall abide by the Housing Authority of the County of Merced's Addendum to Lease for Pools.
- o. Shall immediately advise Housing Authority, in writing, if Tenant and/or members of household request an emergency transfer pursuant to the Housing Authority of Merced's Emergency Transfer Plan, under the Violence Against Women Act ("VAWA").
- p. Shall not place or allow to be placed in the premises a waterbed without prior written consent from Housing Authority and the provision of proof of insurance naming Housing Authority as co-insured.

12. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants [24 CFR 966.4 (h)]:

a. Housing Authority Responsibilities:

- (1) The Housing Authority shall be responsible for repair of the unit, within twenty (20) days for non-emergency repairs or twenty-four (24) hours for health and safety repairs after receiving notice from Tenant. The reasonable cost of the repairs shall be charged to Tenant provided the damage was caused by Tenant, household members, or guests [24 CFR 966.4 (h)(2)].
- (2) The Housing Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Housing Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition [24 CFR 966.4 (h)(3)].
- (3) Tenant shall accept any replacement unit offered by the Housing Authority.
- (4) In the event the Housing Authority, as described above, cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage [24 CFR 966.4 (h)(4)].
- (5) If the Housing Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

b. Tenant Responsibilities:

- (1) Tenant shall immediately notify the Housing Authority Asset Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes abating the rent is justified [24 CFR 966.4 (h)(1)].
- (2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Housing Authority, during the time in which the defect remains uncorrected. The Housing Authority has the right to transfer Tenant to another unit.

- (3) Tenant agrees not to tamper with or disconnect and cause other persons on the premises not to tamper with or disconnect any smoke alarm or carbon monoxide detector provided by the premises. Tenant further agrees to periodically check the workings of said smoke alarm/s (“checking” as was demonstrated to Tenant of an adult member of his/her household during the pre-occupancy inspection) and to immediately report any malfunction to MANAGEMENT for repairs. Tenant understands and agrees that his/her failure to abide by this provision of the lease will be regarded by MANAGEMENT as a serious violation of this lease and will result in Tenant’s termination.

13. MOVE-IN AND MOVE-OUT INSPECTIONS (Please Also Refer to House Rules as Now or Hereafter Adopted.)

- a. Move-in Inspection: The Housing Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. Tenant will receive a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Housing Authority and Tenant and a copy of the statement retained in Tenant's rental file [24 CFR 966.4 (i)]. The Housing Authority will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- b. Move-out Inspection: The Housing Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges and estimates, where appropriate, in accordance with applicable local, county and state laws, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Housing Authority [24 CFR 966.4(i)].

14. ENTRY OF PREMISES DURING TENANCY

- a. Tenant Responsibilities:
 - (1) Tenant agrees that the duly authorized agent, staff, or contractor of the Housing Authority will be permitted to enter Tenant's dwelling during reasonable business 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 Tenant calls to request maintenance on or at the Premises, the Housing Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Housing Authority comes to perform maintenance, **Tenant's request for maintenance shall constitute permission to enter the Premises** by the duly authorized agent, staff, or contractor of the Housing Authority.
- b. Housing Authority's Responsibilities:
 - (1) Housing Authority shall give Tenant at least forty-eight (48) hours written notice that the Housing Authority or its agent or contractor intends to enter the Premises. The Housing Authority may enter only at reasonable times [24 CFR 966.4 (j)(1)].
 - (2) Housing Authority may enter Tenant'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 Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Housing Authority 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)].

15. NOTICE PROCEDURES

a. Tenant Responsibility:

- (1) Any notice to the Housing Authority must be in writing, delivered to the Management Office or to the Housing Authority's Administration Office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].

b. Housing Authority Responsibility:

- (1) Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant [24 CFR 966.4 (k)(1)(i)].
- (2) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (3) If Tenant is visually impaired or disabled and requests a reasonable accommodation, all notices will be made available in an accessible format [24 CFR 966.4 (k)(2)].

16. TERMINATION OF THE LEASE: In terminating the Lease, the following procedures shall be followed by the Housing Authority and the Tenant:

a. This Lease may be terminated only 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 in this Lease, or for other good cause [24 CFR 966.4 (l)(2)]. Such serious or repeated violation of terms shall include, but not be limited to, the following:

- (1) The failure to pay rent or other payments when due [24 CFR 966.4 (l)(2)].
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 7th calendar day of each month. Four (4) such late payments within the past six (6) month period shall constitute a repeated late payment [24 CFR 966.4 (l)(2)].
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities [24 CFR 966.4 (l)(2)].
- (4) Misrepresentation of, or failure to immediately report changes in, family income, assets, or composition [24 CFR 966.4 (c)(2)].
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-certifications or interim re-certifications [24 CFR 966.4 (c)(2)].
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)].
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Housing Authority's public housing Premises by other Tenants, or any drug-related criminal activity [24 CFR 966.4 (l)(2)].
- (8) Offensive weapons or illegal drugs seized in a Housing Authority unit by a law enforcement officer [24 CFR 966.4 (l)(2)].
- (9) Any fire on Housing Authority Premises caused by carelessness or unattended cooking [24 CFR 966.4 (l)(2)].

- b. The Lease may be terminated by the Housing Authority by giving written notice pursuant to Paragraph 15 of this Lease and Section 1162 of the Code of Civil Procedure. The Lease shall automatically terminate at, and the Tenant shall vacate the Premises no later than, the time of expiration of the period hereinafter set forth.
- c. Housing Authority shall give written notice of the proposed termination of the Lease of:
 - (1) Ten (10) days as outlined, but not limited to Section 12 (a), (b), (c), and (d).
Such notice terminating said Lease and Tenant's tenancy thereafter may only be given for reasonable cause by service of a ten (10) days written notice for, but not limited to the reasons stated below:
 - (a) Grounds for termination if Tenant, member of the Tenant's household or guest is subject to a lifetime registration requirement under any State sex offenders registration program.
 - (b) Grounds for termination if Tenant, member of the Tenant's household or guest is a "Fleeing Felon" or is harboring a "Fleeing Felon". The term "Fleeing Felon" shall include, but is not limited to, a person who seeks to avoid prosecution, custody, or confinement after conviction for a felony or violating a condition of probation or parole imposed under Federal or State Law.
 - (c) For persons determined to be registered with probation/parole department at the leased address without prior authorization by management for immediate termination of tenancy.
 - (d) Creation or involvement by Tenant, member of the Tenant's household or guest in criminal activity, including but not limited to drug-related criminal activity that threatens the health or safety of other persons or Housing Authority staff or the right to peaceful enjoyment of the Premises of other Tenants.
 - (2) Fourteen (14) days in the case of failure to pay rent;
 - (3) A reasonable time, but not to exceed thirty (30) days, considering the seriousness of the situation when the health or safety of other Tenants or Housing Authority staff is threatened;
 - (4) Thirty (30) days in any other case where the tenant has resided in the unit for less than one year. [24 CFR 966.4 (1)(3)(i)(A), (B) & (C)]
 - (5) Sixty (60) days where the tenant has failed to comply with the Community Service requirement as set forth in this Lease Agreement.
- d. The notice of termination:
 - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of right to make such reply, and Tenant's right to examine Housing Authority documents directly relevant to the termination or eviction. [24 CFR 966.4 (1)(3)(ii)]
 - (2) When the Housing Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a

hearing in accordance with the Housing Authority's Grievance Procedure [24 CFR 966.4 (l)(3)(ii)].

- (3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with, the notice of Lease termination under this section [24 CFR 966.4(l)(3)(iii)]. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the Premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When the Housing Authority is required to offer Tenant the opportunity for a grievance hearing concerning the proposed Lease termination under the Housing Authority's Grievance Procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [24 CFR 966.4 (l)(3)(iv)]
- (5) When the Housing Authority is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and the Housing Authority has decided to exclude such grievance for the Housing Authority's Grievance Procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specifies the judicial eviction procedure to be used by the Housing Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of Tenants or staff or for drug-related criminal activity. [24 CFR 966.4 (l)(3)(v)]
- (6) Housing Authority may evict Tenant from the unit only by bringing a court action but shall not proceed forward with the trial until completion of the grievance process. [24 CFR 966.4 (l)(4)]
- (7) Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in this Lease.
- (8) Tenant agrees to cooperate with and actively participate in the control and abatement of infestations in the Tenant's dwelling or in an abutting dwelling. Tenant agrees and understands that failure on his/her part to comply with and actively participated in MANAGEMENT'S infestation abatement and control procedure will be considered a serious lease violation and MANAGEMENT can bill Tenant for services rendered and made ineffective by Tenants noncompliance or MANAGEMENT can terminate Tenant's lease after three incidents of noncompliance
- (9) In deciding to evict for criminal activity, the Housing Authority shall, if permitted by law, have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prohibited activity will neither reside in nor visit the unit. The condition(s) may be evidenced by a written stipulation which must be executed by the Tenant. The Housing Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to return and/or reside in the unit [24 CFR 966.4 (l)(5)].

(10) When a Housing Authority evicts a Tenant from a dwelling unit for criminal activity, the Housing Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [24 CFR 966.4 (1)(5)(ii)].

- e. This Lease may be terminated by Tenant at any time by giving thirty (30) days written notice. Tenant agrees to move promptly and leave unit in a clean and good condition (except for reasonable wear and tear) and to return the keys to the Housing Authority when vacating. Rent will continue to be charged and owed by Tenant until the keys are returned to Management Office.
- f. The Lease shall terminate upon the death of the Head of Household Sole-Tenant. In the event there is a surviving adult Household Member Tenant, the Housing Authority may, if it so elects and as required by law, enter into a new Lease with said surviving adult Household Member Tenant. A live-in aide is not considered a member of the household.

Should the circumstance arise that there is no longer a living adult in the unit and minor children remain in the household, the Housing Authority may, at its discretion, admit a relative or guardian to live in the unit and assume the obligation of the Lease as Head of Household as long as the person meets the requirements for occupancy.

17. **WAIVER:** No delay or failure by the Housing Authority 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.

18. **HOUSEKEEPING STANDARDS:** In an effort to improve the livability and conditions of the units owned and managed by the Housing Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families.

_____ a. Housing Authority Responsibility: The standards that follow will be applied fairly and
initials uniformly to all Tenants. The Housing Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Housing Authority will notify Tenant in writing for failure to comply with the standards. The Housing Authority will advise Tenant of the specific correction(s) required establishing compliance. Within a reasonable period of time, the Housing Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. The failure of the second inspection, if caused by the Tenant, is considered a lease violation and may result in termination of tenancy.

_____ b. Tenant responsibility: Tenant is required to abide by the standards set forth below.
initials Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.

_____ c. Housekeeping Standards: Inside the Unit
initials

(1) General:

- (a) Walls: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, and any form of graffiti.
- (b) Floors: should be clean, clear, dry and free of hazards.
- (c) Ceilings: should be clean and free of cobwebs.
- (d) Windows: should be clean, not blocked by furniture and not nailed shut. Shades or blinds should be intact.
- (e) Woodwork: should be clean, free of dust, gouges, or scratches.

- (f) Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
 - (g) Locks should work.
 - (h) Heating units: should be dusted and access uncluttered.
 - (i) Trash: shall be disposed of properly and not left in the unit.
 - (j) Entire unit should be free of vermin, rodent or insect infestation.
- (2) Kitchen:
- (a) Stove: should be clean and free of food and grease.
 - (b) Refrigerator (if provided): should be clean and freezer door should close properly and should have no more than one inch of ice.
 - (c) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - (d) Exhaust Fan: should be free of grease and dust.
 - (e) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (f) Food storage areas: should be neat and clean without spilled food.
 - (g) Trash/garbage: should be stored in a covered container until removed to the disposal area.
- (3) Bathroom:
- (a) Toilet and tank: should be clean and odor free.
 - (b) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
 - (c) Lavatory: should be clean.
 - (d) Exhaust fans: should be free of dust.
 - (e) Floor should be clean and dry.
- (4) Storage Areas:
- (a) Linen closet: should be neat and clean.
 - (b) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
 - (c) Other storage areas: should be clean, neat and free of hazards.

_____ d. Housekeeping Standards: Outside the Unit
initials

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

- (1) Yards: should be free of debris, trash, non-operable bicycles, vehicles, motorcycles, old children's toys, and indoor furniture.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. (Indoor furniture is not allowed on the porches, such as couches, recliners, kitchen table/chairs, car seats, etc.)
- (3) Steps (front and rear): should be clean and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Security Doors: should be clean and in operable and working condition, where applicable.
- (6) Parking lots/spaces: should be free of abandoned cars. Only minor automobile repairs are allowed in lot/spaces.
- (7) Utility Room: should be free of debris, motor vehicle parts, and flammable material.
- (8) Exterior walls should be free of graffiti.
- (9) No tarps that block the view to the yard and/or attached to the Housing Authority property.
- (10) Tenant may plant shrubs, plants however they must not block walkway and/or touch the Housing Authority property.

I/We, the Tenant(s) whose signature(s) appear(s) immediately below, have read and understand and hereby agree to the provisions of this Lease and the conditions of occupancy set forth in this Lease; and I/We hereby further agree that failure to observe and follow said Lease provisions and conditions of occupancy will be just and proper cause for the termination and cancellation of this Lease by Management. I/We hereby further agree that upon expiration of the time limit contained in any written notice of cancellation from the Housing Authority, I/We will vacate the Premises covered by this Lease, without disturbance or delay. I/We also understand that this Lease contains a provision for the renewal of successive terms of twelve months (12), unless terminated by thirty (30) days' prior written notice by Tenant, or prior written notice by management as provided in Section 16 (or as otherwise stated herein).

HOUSING AUTHORITY OF THE COUNTY OF MERCED

By: _____ Date _____
 Asset Manager

TENANT(S):

_____ Date _____
 Head of Household

_____ Date _____
 Spouse/Adult/Co-Head

Other Adult Date _____

Other Adult Date _____

Other Adult Date _____

Printed Name(s):

Head of Household

Spouse/Adult/Co-Head

Other Adult

Other Adult

Other Adult

DRAFT

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider 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, 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. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date