

BASTROP HOUSING AUTHORITY RESIDENTIAL LEASE AGREEMENT

Part 1: The part of the Lease that is specific to the individual Tenant

This part is executed by the Tenant and PHA and includes the following information specific to each family's circumstances:

- Identity of all members of the Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by PHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the Tenant at the time of admission.

"PHA" shall mean both the Bastrop Housing Authority and its duly contracted management companies (if applicable) and their employees acting in an official capacity.

"Tenant" shall be the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

"Family Member(s)" means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in PHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either aged 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Household Member(s)" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, and Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized tenant" and/or "tenant family".

"Dwelling Unit" shall be the unit occupied by the tenant and/or tenant family (also called "household members").

"Premises" or **"Property"** shall be all of the property owned or operated by PHA directly or indirectly to include, but not limited to, stairways, landings, elevators, and solariums.

Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

Effective Date	Dates of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	Ending			

PART 1 of the RESIDENTIAL LEASE

- THIS LEASE AGREEMENT** is executed between the Bastrop Housing Authority (hereinafter PHA), and _____ (therein called “Tenant”).
- Unit:** PHA, relying upon the representations of the Tenant as to the Tenant’s eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to the Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address _____ Apartment No. _____ Development TX259-001 _____

- Authorized Family and Household Members:** The Tenant’s household is composed of the authorized family and household members listed below:

Name	Birth Date	Relationship	Delete/Add	Initials	Date
		Head			

- Initial Rent:** Is prorated for a partial month beginning _____ and shall be \$ ____.
 - Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$ _____ per month, shall be payable in advance on the First day of each month. The Tenant has selected the following monthly rent, as indicated on the Rent Choice Certification Form.

income-based rent \$ _____ flat rent \$ _____
 - Utility Reimbursement:** If the Utility Allowance Deduction exceeds the Total Tenant Payment, the Tenant shall receive the benefit of \$ _____ Utility Reimbursement. The reimbursement will be paid to the City of Bastrop Utility Department on behalf of the tenant. The Tenant must pay the entire utility bill, even if it exceeds the Utility Reimbursement.
 - Rent Payments:** Rent payments may be made in person at the following address: 502 Farm Street, Bastrop, Texas 78602 or mailed to P.O. Box 707, Bastrop, TX 78602.
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- Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the Tenant or by executing a new Lease Contract.
 - Security Deposit:** Tenant agrees to pay \$ _____ as a security deposit in accordance with the Terms and Conditions of this Lease.

10. Utilities and Appliances:

a) The following utilities are furnished by PHA, as checked below:

Heat Water Sewer Service Electricity Gas

b) The following utilities are paid for by the Tenant, as checked below:

Heat Water Sewer Service Electricity Gas

c) The following appliances are supplied by the PHA, as checked below:

Stove Refrigerator Other

Describe: _____

11. Utilities and Allowances for Tenant-Paid Utilities: PHA shall deduct a Utility Allowance during the rent calculation for Tenant paid utilities or appliances, as indicated by an (X) above. Utility allowances are reviewed annually and will posted in the Management Office.

The Tenant must keep utilities turned on in the unit and to make payments directly to the utility supplier. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowance deductions are not applicable if the Tenant chooses flat rent.**

If the Tenant pays for utilities, by his/her signature below, the Tenant agrees to sign a third-party notification agreement with the utility company so that PHA will be notified if the Tenant fails to pay the utilities.

12. Utility Allowances, Check Metered Properties: At properties that have check-metered utilities, PHA will grant tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by PHA at the development. Water: _____ gal. Sewer _____

13. Accessible Features: Tenant has represented to PHA and PHA has verified the need for the following accessible feature(s):

- A separate bedroom A fully accessible apartment
 Unit for Hearing-Impaired Unit for Vision-Impaired
 Other _____

14. Alternate form of communication or accessible format for written notices: Tenant has represented to PHA and PHA has verified the need for the following alternate form of communication or accessible format: _____

By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By the signature, below, the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of the Lease or before PHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to the PHA before and during the Lease term is true and complete to the best of my knowledge and belief. If fraudulent information is provided, the Tenant understands that the Lease may be terminated or the rent retroactively increased.

X

Tenant (Authorized Head of Household)

Date

Co-head of Household (if applicable)

Date

PHA Representative

Date

Witness

Date

ATTACHMENTS TO THE LEASE:

PHA has provided the Tenant with the following attachments and information:

Terms and Conditions of the Lease
VAWA Lease Addendum
VAWA Policy
Community Service Policy
Housekeeping Policy
Child Supervision Policy
Visitor Policy
What You Should Know About EIV
Notice of Accountability
Release of Information (HUD-9886)
Lead Based Paint Form
Smoke Alarm Release

House Rules
Smoke Free Housing Policy
Security Deposit Policy
Pet Policy
Pest Control Policy
Zero Tolerance Policy
Trespassing Policy
Debts Owed Form
Rent Choice Certification Form
Fact Sheet/Resident Rights
Disposition Agreement
Utility Release

Bastrop Housing Authority does not discriminate against persons on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

BASTROP HOUSING AUTHORITY

LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the Bastrop Housing Authority (called "PHA") and the Tenant named in the Contract (called "Tenant").

PHA, relying upon data provided by the Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part 2 of the Lease, to be executed by the Tenant and PHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

- a. The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Section 17. The Lease shall automatically be renewed for successive terms of one year.
- b. At admission and each annual recertification the Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, a Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the PHA minimum rent of \$50.00. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of PHA's developments.
- c. Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- d. In developments with Tenant-paid utilities, only tenants who pay an income-based rent will receive a Utility Allowance Deduction. Flat rent payers do not receive a Utility Allowance Deduction.
- e. The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by PHA in accordance with Section 5 of this Lease. The amount of the rent shall be determined by PHA in compliance with the HUD regulations.
- f. Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the later of the 5th business day of the month or two business days after the documented receipt of income from government assistance (TANF, SSI, Social Security).
- g. Failure to pay rent on time is a serious lease violation and grounds for lease termination, but PHA shall not penalize Tenant for government payments that are late.**
- h. Three late payments within any 12 month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment.**

2. Notice of Rent Adjustment

- a. When PHA increases the amount of the rent, PHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- b. If rent decreases, PHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

- a. In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge shall advise the Tenant that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.
- b. Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 30 days' notice has been given. The Tenant may have an opportunity to enter into a reasonable payment arrangement based upon the Tenant's adjusted income and payment history.
- c. Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination.**
- d. Charges in addition to rent can include but are not limited to:
 - 1) Excess Utility Charges: In units with utilities that are not billed directly to the Tenant, PHA will bill the Tenant monthly for utility usage in excess of the amount allowed (at check-metered developments) or for the use of major Tenant-supplied appliances (at developments without check meters). There are no excess utility charges when the Tenant pays utility charges directly to the utility supplier.

- 2) Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, tenant family, tenant's pet(s), or guests. When such damage occurs, the Tenant shall be charged for such service, either in accordance with the higher of a charge based on the Schedule of Maintenance Charges posted by PHA or the actual cost to PHA for the labor and materials needed to complete the work.
- 3) Insufficient Funds Charge: A fee of the greater of \$30 or the amount charged by the bank will be charged to the tenant for any check to PHA written by a tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
- 4) If rent payments and other charges due and payable on the first day of the month are not paid by Residents to Management by the 5th day of the month, a charge of \$5.00 will be imposed after the close of business on the 5th day of the month. Thereafter, the Authority may collect \$1.00 for each additional day the rent remains unpaid during the month it is due.
- 5) Installation charges: The Agency will charge the tenant for the actual cost of installing ceiling fans. Ceiling fans may only be installed by PHA personnel or PHA-approved contractors.
- 6) Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

4. Payment Location

Rent and other charges shall be paid in person at 502 Farm Street, Bastrop, Texas 78602 or by mail at P.O. Box 707, Bastrop, TX 78602.

5. Security Deposit

- a. The Tenant agrees to pay, at the time of leasing, a security deposit as follows:

1 Bdrm \$375 2 Bdrm \$450 3 Bdrm \$525

The dollar amount of the security deposit is noted in Part 1 of the Lease.

- b. If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the fee are described in the Pet Policy.
- c. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet fee.
- d. PHA will use the Security Deposit at the termination of this Lease:
 - 1) To pay the cost of any rent or charges that are due; and,
 - 2) To reimburse PHA for the cost of repairing any damages caused by the Tenant, tenant family, tenant's pet(s), or guests, beyond reasonable wear and tear.
- e. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the tenant has vacated the unit and Management has inspected the unit.
- f. After any deductions are made, PHA shall mail to the forwarding address provided by the Tenant, within 30 days of the Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.

6. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

- a. Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
 - 1) The status of each family shall be reexamined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 90 days.
 - 2) The Tenant must supply PHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by household members and appropriateness of dwelling size.
 - 3) All adult members of the household must be present during the reexamination meeting to sign releases for required documentation.
 - 4) The Tenant agrees to comply with reasonable PHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by PHA to decide whether the

amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.

- 5) **Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
 - 6) During the annual re-examination, Tenants will be given the choice between paying:
 - a. rent based on income; or
 - b. a flat rent based on the value of the dwelling unit.
 - 7) PHA shall notify each family in writing of the dollar amount of these two rent amounts.
 - 8) To comply with Annual Re-examination requirements, PHA shall give the Tenant reasonable notice of what action(s) the Tenant must take and the date by which any such action must be taken for compliance under this section.
 - 9) In accordance with Federal and state law, PHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
 - 10) PHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
 - a. any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
 - b. welfare fraud.
 - c. In either of the cases under this section, the Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
 - d. If the Tenant challenges the welfare program grant reduction, the requirements of paragraph 8 shall not take effect until the results of the challenge are known.
 - 11) **Failure to comply with annual reexamination requirements or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.**
 - 12) **If, at the time of annual reexamination, a tenant's adjusted income exceeds the income limits for occupancy (120 percent of area median income, adjusted for family size) the family will be informed in writing that if their adjusted income continues to exceed the continued occupancy income limit for the following 2 consecutive annual reexaminations, the family will be required to pay a rent based on the greater of:**
 - a. **The full Fair Market Rent (issued by HUD), or**
 - b. **The amount of monthly subsidy for the dwelling unit (issued by HUD), or**
 - c. **Move out of the unit within 6 months of the second consecutive instance of over income status.**
- b. Interim Re-examinations: The components of interim re-examinations are as follows:
- 1) Between annual re-examinations, all changes in household composition must be reported. Certain changes require advance approval by PHA. **Tenants must report the following changes of household composition to the PHA within ten (10) calendar days of the occurrence:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by PHA **before** the changes of household composition are made. See section 11 of this lease for details.
 - c. Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.
 - 2) In accordance with Federal and state law, PHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 5(c) (1), in order to ensure full benefit of income disallowance.
 - 3) PHA will process an interim reduction in rent if the Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
 - 4) Between annual re-examinations the Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
 - 5) PHA will grant a hardship exemption to a qualifying tenant who is paying the minimum rent or the flat rent.
 - 6) The Tenant paying flat rent or minimum rent must request the hardship exemption.
 - 7) The following circumstances would constitute a hardship for Minimum or Flat rent payers:
 - a. Tenant experiences a loss income that will last more than 30 days;
 - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;

- c. A person with income leaves the tenant family;
 - d. There is a death in the Tenant family;
 - e. The Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
- 8) Minimum rent payers will be granted an automatic 90 day exemption period. PHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption, PHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. PHA will enter into a Repayment Agreement for any rent not paid during the 90 day period. When the hardship is verified, the tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
 - 9) Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that PHA can compute an accurate income-based rent.
 - 10) If a Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
 - 11) PHA will process an interim increase in rent if the tenant receives PHA's permission to add an adult member with income to the lease;
 - 12) PHA will process an interim increase in rent if the Tenant's earned or unearned income increases by more than \$200.00 per month.
 - 13) PHA will process an interim increase in rent if the PHA discovers that the Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with Section 15 of this Lease.
 - 14) PHA will process an interim increase in rent if PHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.

c. Effective Dates of Rent Changes:

Timely Reporting (Within 10 calendar days of the occurrence)

- 1) Decreases - 1st day of the month after the decrease in income is first reported to the PHA and verified by third party.
- 2) Increases - 1st day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

- 1) Decreases - The Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the PHA. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
- 2) Increases - The Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. (d) Retroactive rent charges will be applied only if it is found that the Tenant has misrepresented the facts on which the rent is based so that the rent the Tenant is paying is less than the rent the Tenant should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

d. Notice of Rent Adjustments and Grievance Rights:

The Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation stating the specific grounds of the PHA determination concerning rent, dwelling size or eligibility, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the PHA Grievance Procedures.

7. Utilities and Appliances

- a. PHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of this Lease, the PHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The PHA will not be liable for any disruptions in service or failures of the utility service provided by the PHA. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the PHA and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.

- b. At some developments where PHA provides utilities, the utilities are check metered at the Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by PHA to the utility provider.
- c. PHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the PHA will provide a cooking range, refrigerator. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of the PHA. All appliances must be professionally installed by a PHA-approved contractor or by PHA maintenance personnel for a reasonable fee.
- d. Tenant-paid utilities: If Tenant resides in a development where the PHA does not supply electricity, gas, water, sewer service or trash collection, the PHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance shall equal the Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the PHA will pay a monthly Utility Reimbursement to the Tenant or the utility supplier each month (may be paid quarterly if amount is \$45 or less).. Tenants who choose Flat Rents (not income-based rents) receive no utility allowance.
- e. The PHA may change the Utility Allowance at any time during the term of the lease and shall give the Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- f. Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- g. Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- h. **When the Tenant pays for utilities directly, failure to pay keep utilities connected is a serious lease violation and grounds for lease termination.**

8. General Conditions For Use and Occupancy of the Dwelling Unit

- a. The dwelling unit shall be the sole domicile of the Tenant Household.
- b. The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other authorized tenant members named in Part I of this lease. The Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- c. The dwelling unit must be used only as a private residence, solely for the Tenant and the tenant family members named on the Lease.
- d. PHA may, by prior written approval, consent to the Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- e. If during the term of the lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, PHA will assist the Tenant, or a designated member of the Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the PHA will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 17 of the lease.
- f. The Tenant must register guests who will stay in the unit for three (3) or more nights. The Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If the Tenant wishes the guest to remain longer than 14 calendar days in any twelve-month period, the Tenant must submit a written request to the PHA asking for permission to extend the time period.
- g. PHA will not use guest registration information to run criminal history checks on adult guests unless PHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evidenced by complaints from other tenants, staff or law enforcement personnel.
- h. **Failure to register adult guests or to obtain PHA permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

9. Housing Transfers

The Tenant can be relocated to another unit in the same or a different development under PHA's transfer policy. Transfers are divided into 5 categories:

- a. Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by PHA or in a legal proceeding. The Tenant shall receive prior written notice, to the extent practicable. However, PHA will not provide prior written notice in situations where PHA has little or no warning of the condition or situation that results in an emergency.
- b. Administrative transfers are mandatory transfers initiated by PHA. These include:
 - Priority 1: Mandatory administrative transfers to permit PHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
 - Priority 2: Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. **24 CFR § 8.27(1)**
 - Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small
- c. Tenant-Initiated transfers are non-mandatory transfers available to lease-compliant Tenants that have resided in a development for at least one year and would like to transfer to another unit in the same or different development. To ensure fairness in transfer requests, tenants shall be required to complete an application and be placed on the active waiting list.
- d. Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.
- e. Under the Emergency and Administrative Transfer category, Tenants are required to transfer to another unit.
- f. Costs for Priority 1 Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the PHA. The PHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.
- g. Tenant must bear the cost of transfers for over-housed or over-crowded families and tenant-initiated transfers.
- h. Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.
- i. Victim of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the PHA's Violence Against Women Act Policy emergency transfer plan. The PHA will pay the cost of such emergency transfers.
- j. **Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this Lease.**

10. PHA Obligations

PHA is Obligated:

- a. To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability and/or familial status, sexual preference and gender identity.
- b. To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- c. To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- d. To make necessary repairs to the dwelling unit. PHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to PHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to PHA and deduct the reasonable cost of repair up to one month's rent or \$500; or the right to file suit in JP Court.
- e. To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied

or required to be supplied by PHA. In multi-story buildings, PHA agrees to keep the stairwells clean and free of debris.

- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section 8 of this Lease. To supply running water and reasonable amounts of hot and cold 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 by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- g. To notify the Tenant of the specific grounds for any proposed adverse action by PHA, and when applicable, to give the Tenant an opportunity for a hearing under the PHA Grievance Procedures.
- h. To post in the PHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- i. To inspect the Premises with the Tenant or his/her representative before the Tenant moves in and to give the Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when the Tenant moves out and give the Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- j. Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, PHA will provide reasonable accommodations. PHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. PHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- k. To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- l. To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

11. Tenant's Obligations

Tenants, their family members, guests and other persons under the control of the Tenant are obligated:

- a. Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with PHA; Not to give accommodation to long-term guests without the express written consent of PHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the PHA of any additions to the household by birth, adoption or Court-awarded custody; To refrain from permitting other persons to join the household without first undergoing screening by the PHA.
- b. To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow PHA to make necessary inspections of the Tenant's dwelling unit; To maintain the premises assigned to the Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized tenant members, guests and other persons under the control of the Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development.
- c. To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; To maintain the yards assigned to him/her in a neat and orderly manner; To pick up and remove trash from yards assigned to his/her unit. Upon written approval by PHA, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- d. Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- e. Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- f. To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the PHA.

- g. Not to disconnect, disable or remove the batteries from any smoke detector and to replace the battery when needed.
- h. To notify PHA promptly upon observing vermin or when repairs are needed to the premises.
- i. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- j. To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by the Tenant, household members, guests or other persons under the Tenant's control.
- k. To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner. Trash cans must be stored at the rear of the unit at all times except for the day of trash pick-up.
- l. To make no alterations or repairs or redecoration to the interior of the dwelling unit, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners and satellite dishes, without written consent of PHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of PHA without compensation.
- m. To make no changes to locks or install new locks or anti-theft devices without PHA's written approval. Keyed locks are **prohibited** on any interior door of the unit.
- n. To refrain from parking any vehicles in any right-of-way or fire lane or other PHA property not designated for parking purposes. Tenant must register all owned vehicles with the manager and display the parking decal. To park in tenant parking spaces only (not visitor spaces). Not to bring any vehicle onto PHA property unless Tenant has registered with manager, a valid driver's license, is insured to drive the vehicle and the vehicle has valid registration. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Tenant's expense. Automobile repairs are not permitted on PHA property.
- o. To refrain from having a waterbed on the premises.
- p. To abide by the necessary and reasonable regulations and house rules established by the PHA, for the benefit and well-being of the housing development and the Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violations of house rules constitutes a violation of the lease and may result in lease termination.**
- q. To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- r. To act and cause authorized tenant members, guests and other persons under the Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises.
- s. To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 - 1) Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of PHA's premises by other Tenants, PHA employees, agents of PHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
 - 2) Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises;
 - 3) Engaging in any drug-related criminal activity on or off PHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance. (Section 577 of the Quality Housing and Work Responsibility Act (QHWRA) requires owners to deny admission to any household member who the owner determines is illegally using a controlled substance as that term is defined by the Controlled Substance Act. The CSA categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. Because the CSA prohibits all forms of marijuana use, the use of "medical marijuana" is illegal under federal law even if it is permitted

under state law and shall grounds for termination of tenancy. Tenant agrees to allow inspections/searches (random or reasonable cause) of their (or their guest's) vehicles, person, property, or apartment at the discretion of management. Reasonable cause for inspection includes, but is not limited to odor detection or the alerting of a trained drug dog upon an apartment, person, property, or vehicle on HA property.

- 4) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of Federally-assisted housing, the lease shall be terminated immediately.**
 - 5) **If Tenant, household members, guests or other persons under Tenant's control have any registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
 - 6) Unless required by lawful employment, displaying anywhere on PHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in PHA units so long as firearms are registered with PHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 - 7) Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on PHA property; and
 - 8) Owning or possessing illegal weapons on PHA property;
 - 9) Causing any fire on PHA premises, either intentionally or through negligence or careless disregard.
- t. To keep dogs, cats, or other common household animals on the premises, only in accordance with PHA's Pet Policy. Tenants are prohibited from feeding stray animals on the premises. The Pet Policy requires PHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene. **Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- u. To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Texas, and to ensure that minor children do not violate any applicable City of Bastrop Curfew Ordinances.
- v. To comply with the PHA's Community Service requirements as stated in Section 24 of this Lease.
- w. To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- x. **Failure by the Tenant to comply with these Tenant Obligations is grounds for termination of this Lease.**

12. Changes in the Household

- a. Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a court of competent jurisdiction will automatically be added to the Lease upon notification by Tenant to PHA. When the addition of a child or children overcrowds the unit in which the Tenant is residing, the Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- b. All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides require the prior written approval of PHA. For new family members age 15 and older, including Live-in Aides, such approval will be granted only if the new family member meets PHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.
- c. Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with a Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Tenant, is not obligated for

the support of the Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.

- d. PHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of PHA or the tenant. If PHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then the Tenant's request shall be deemed approved.
- e. Authorized Tenants who move out of the dwelling unit, for any reason, shall be reported by the Tenant to PHA in writing, within 10 days of the occurrence.
- f. Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 - 1) the remaining household members fail to inform PHA within 10 days of the death or departure of the former head of household;
 - 2) there is no family member qualified to sign a new lease, or
 - 3) after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
 - 4) the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - 5) the family fails to notify the PHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the PHA, except as provided in Section 9(a).
- g. PHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, PHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet PHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. PHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- h. If this Lease is an extension of occupancy by the Tenant's household under a prior Lease or Leases with PHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

13. Entry of Premises During Tenancy

- a. Upon applicable and/or reasonable notice, any employee, or contractor of PHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- b. When the Tenant calls to request maintenance on the dwelling unit, PHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for PHA to enter the unit and perform the maintenance. If the Tenant is not at home when PHA performs requested maintenance, PHA shall leave a copy of completed work order in the unit.
- c. For reasons other than requested maintenance, PHA shall give all Tenants a minimum 48 hours' written notice that PHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- d. PHA may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- e. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

14. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- a. PHA Responsibilities and Services: PHA shall be responsible for repair of the unit within a

reasonable period of time after receiving notice from the Tenant. If the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other person under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.

- b. If necessary repairs cannot be made within a reasonable time, PHA shall offer the Tenant decent, safe and sanitary alternative accommodations.
- c. If repairs cannot be made by PHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- d. No abatement of rent shall occur if the Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the Tenant, family members, tenant's pet(s), guests, or other person under the Tenant's control.
- e. If the Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and the Tenant refuses to leave the unit until it is repaired, the Tenant's lease may be terminated.
- f. Tenant Responsibilities: Tenant shall immediately notify the PHA of the damage when the damage is hazardous to life, health or safety of the occupants.
- g. The Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- h. PHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of PHA, the PHA's representatives or agents.
- i. All accidents involving injury or loss of property to the Tenant authorized members, tenant's pet(s) or guests must be reported, in writing, to the PHA Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the PHA with respect to said damages or injury.

15. Inspections

- a. Move in Inspections: PHA and the Tenant or his/her representative shall inspect the dwelling unit before occupancy. PHA may photograph the unit at the move-in inspection or at any subsequent inspection. PHA shall give the Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by PHA and the Tenant or his/her representative and a copy of the statement will be retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by PHA at no charge to the Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If PHA fails to correct the deficiencies within ten (10) business days of the move-in, the Tenant may exercise the remedy described in Section 12(c).
- b. Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
- c. Besides the UPCS inspection, PHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. PHA will provide the Tenant with a written statement regarding dwelling unit conditions. Further, PHA shall request work orders for all items found to be in disrepair.
- d. PHA will use the annual housekeeping inspection to assess the Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, PHA will notify the Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- e. Interim Inspections: PHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- f. Move-out Inspection: PHA will inspect the dwelling unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. In order to protect the Tenant's rights, the Tenant and/or representative may join in such inspection, unless the Tenant vacates without notice to PHA.
- g. **All** Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.

- h. Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

16. Notice Procedures

- a. Tenant Responsibility - Any notice to PHA must be in writing, delivered to the PHA Management Office personally or sent prepaid first-class mail, properly addressed.
- b. PHA Responsibility - All notices to the Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by the Tenant. Notices will also be available in Spanish or other languages as needed.
- c. Notices for lease termination or non-renewal must be personally served upon the Tenant or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
- d. Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the Tenant or any adult member of the Tenant's household or sent by first-class mail.
- e. Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

17. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by PHA and the Tenant:

- a. The Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: The Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to PHA before leaving. The security deposit may not be used for the rent or other charges. If Tenant fails to give 30 day notice, PHA may charge the Tenant 14 days' rent from the date PHA learns the unit is vacant.
- b. The Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting the Tenant against family violence from an occupant of the Premises. PHA is prohibited from collecting rent or enforcing this Lease if the Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- c. The Tenant may cancel this Lease and vacate the Premises without liability for further rent if the Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- d. This Lease may be terminated by PHA only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include but as not limited to failure to make payments due under the Lease or failure to make utility payments when the utility connection is in the Tenant's name and/or failure to fulfill Tenant obligations set forth above. A Tenant who gets 3 Notices of Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- e. The Lease will also be terminated if:
 - 1) the Tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by PHA.
 - 2) The Tenant fails to provide complete and accurate information about income, deductions from income, family composition or family circumstances when requested to do so by PHA.
 - 3) the Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol.
 - 4) the Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law.
 - 5) there is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under the Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, PHA employees, or persons residing in the immediate vicinity of the premises; or
 - 6) there is any drug-related criminal activity on or off the premises by the Tenant, any member of the household, a guest, or another person under the Tenant's control. The PHA will not be required to prove that the Tenant knew, or should have known, that the member of the household, guest, or another person under the Tenant's control was engaged in the prohibited

activity. However, the Tenant may raise as a defense that the Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.

7) **The Tenant's adjusted income exceeds the over-income limit for two consecutive years and the Tenant fails to pay the higher of the Fair Market Rent applicable to the unit or the monthly subsidy amount.**

- f. In deciding to evict for criminal activity, PHA shall consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. PHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- g. The PHA will not evict Tenant for criminal activity when the Tenant is verified to be the victim of domestic violence, dating violence, sexual assault or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence, sexual assault or stalking. If the abuser is verified to be a family member, the Tenant may remove the abuser from the lease and remain in the unit. Nothing in this lease can be construed to limit the authority of PHA to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other tenants, staff or those providing service to the property.
- h. This Lease may be terminated or will not be renewed by PHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 21.
- i. PHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
 - 1) 14 days in the case of failure to pay rent;
 - 2) Three days when the health or safety of other Tenants, PHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related activity;
 - 3) 30 days in any other case.
- j. The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine PHA documents directly relevant to the termination. In addition, when the PHA is required to offer the Tenant an opportunity for a grievance hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the PHA Grievance Procedure. Notice to Vacate may be combined with a run concurrently with the Notice of Lease Termination.
- k. When PHA is required to offer the Tenant the opportunity for a grievance hearing, and the Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- l. PHA excludes from the PHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, PHA employees, or agents of PHA, or persons residing in the immediate vicinity. PHA also excludes from the PHA Grievance Procedures any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that the Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by the PHA. HUD has determined that this eviction procedure provides the opportunity for a hearing in a Court that contains the basic elements of due process.
- m. The Tenant or PHA may give notice of termination on any day of the month.
- n. PHA may evict the Tenant from the dwelling unit only by bringing a court action.
- o. If PHA files an eviction action against a Tenant, the Tenant will be liable for costs awarded by the Court, including Attorney's fees, unless the Tenant prevails in the action.
- p. This lease shall terminate upon abandonment of the premises by Tenant.

18. Grievance Procedure and Requirements

- a. Disputes arising under this Lease shall be resolved pursuant to the PHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in section 15(c 4, 5, and 6) shall be excluded from the PHA's Grievance Procedure.
- b. The PHA shall appoint a hearing officer who shall be an impartial, disinterested person. The impartial person will not be:

- 1) the person who made the decision about which the resident is complaining
 - 2) a subordinate of the person who made or approved the decision about which the resident is complaining
 - 3) a relative or close friend of the complainant
- c. In the case of a proposed adverse action including a proposed Lease termination, PHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

19. Notice to Post Office

When PHA evicts a Tenant for engaging in any criminal activity, PHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

20. Lease Modifications and Riders

Any modification of this Lease must be by a written rider to the Lease executed by PHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

21. Non-waiver of Rights

The failure of PHA or Tenant to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

22. Non-Liability

Tenant acknowledges that any security measures provided by the PHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The PHA will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. The PHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes PHA to provide the information.

23. Abandonment

- a. The Tenant shall be deemed to have abandoned the dwelling unit when the Tenant has moved out. When PHA questions whether the unit has been abandoned, PHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of the Tenant's property has been removed or rent is not paid, PHA will conclude the unit has been abandoned.
- b. Two (2) days after the Tenant has abandoned the dwelling unit, PHA will remove and store any personal property remaining in the dwelling unit for 10 days, after which PHA will dispose of the property.

24. Community Service / Self-Sufficiency

- a. PHA's Community Service/Self Sufficiency Policy mandates that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within their community, or Economic Self-Sufficiency activity, both as defined in the Community Service/Self Sufficiency Policy.
- b. If the Tenant does not comply with Community Service/Self Sufficiency Policy, PHA will either terminate the lease or not renew or extend the Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- c. Based on consideration of the Tenant's efforts to comply with this Section, the PHA reserves the right to enter into a written agreement with the Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

25. Smoke-Free Housing Policy

Effective July 15, 2018: To insure quality of air and the safety of all public housing residents, pursuant to 24 CFR 965, Subpart G, the PHA has declared that all buildings belonging to the housing authority and all areas within 25 feet of such buildings are smoke-free. Failure to comply with the PHA's Smoke-Free Housing Policy will result in lease termination and eviction.

****SIGNATURES REQUIRED ON PART 1 OF THE LEASE****

Bastrop Housing Authority does not discriminate against persons on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.