

DWELLING LEASE

MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VII

SAMPLE
SAMPLE

Subject to the following terms:

SECTION I. Renewal, Rental Payments, Basic Amount and Due Date .

This lease shall automatically be renewed for successive terms of twelve months at a basic rate of \$ _XXXXXX_ per month, due and payable in advance on or before the first day of each calendar month, and in no event later than the fifth day of each calendar month, unless adjusted in accordance with the other terms of this lease. For rent paid after the fifth day of the month, there shall be applied a late charge of \$25.00, to reimburse the Authority for the expense of collection caused by the late payment. The late charge is due and collectable two (2) weeks after written notice (informing Resident of the last day to pay all rent and charges) has been submitted by Management. A consistent history of late payment of rent may result in lease cancellation. It is expressly agreed that basic rents herein referred to are subject to the "Schedule of Rents", or any future revision thereof, approved by Management and the U. S. Department of Housing and Urban Development as posted in Management's Project Office.

Should it become necessary to institute eviction or collection legal proceedings, Resident agrees to pay all costs, including reasonable attorney fees, incurred by Management, for each successful legal action taken where judgment is rendered in favor of Management.

SECTION II. Security Deposit

A deposit of \$250.00 shall be made with Management as a security deposit. Prior to admission applicants who are sent Interest Packets for an apartment will be required to send in an initial \$100 towards their Security Deposit payment. If chosen for apartment new resident will then be required to make three (3) monthly installments of \$50.00, with the first installment being due along with their rent payment proceeding the month after they move in. Security deposits are \$250.00. At the termination of Resident's occupancy, such deposit shall be applied against any damage, ordinary wear and tear excepted, or any delinquent rent charges. Any excess left thereon shall be refunded to Resident without interest subsequent to the vacating date.

SECTION III. Utilities

Any utilities furnished by Management shall be in accordance with an addendum attached to this lease. The addendum indicates the maximum amount of each utility furnished without charge. If the Resident's consumption of the utilities furnished by Management exceeds the allowable amounts stated in the addendum, Management may charge the Resident for excess usage at the rate posted in the Management Office. This rate is intended to be an amount sufficient to reimburse Management for the cost of such excess usage. Sums due for excess use of utilities shall become due and collectable 30 days after written notice of the charges are submitted by Management. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. **In cases where the Resident pays for his/her utilities directly to the utility company, the schedule in the addendum indicates the amount allowed to the Resident for the purchase of the utilities and the basis for the allowance. Resident furnished utilities must be kept on while resident occupies the unit.**

SECTION IV. Re-determination of Rent, Dwelling Size and Eligibility

Once each year, with the effective month of the examination for each resident being April 1st, or more often if requested by Management, Resident agrees to furnish complete, current and accurate information to Management as to family members, family income and employment for use by Management in determining whether the rental should be changed, whether the dwelling size is still appropriate for Resident's needs and whether Resident is still eligible for housing assistance. Credit checks will be performed on each Head of household member during each Annual Re-determination. Elderly (62 years or older) and disabled (mobility impaired) Residents Re-determination interviews will be conducted at the residents dwelling unit. This determination will be made in

accordance with Management's approved Admission and Continued Occupancy Policies posted in the Management's Office. Management shall notify the Resident of the information, certification and documentation the Resident must supply and the time by which it must be delivered to Management. The Resident's failure to supply said information or documentation will be a lease violation and may be grounds for terminating this lease. **Resident is responsible to report, in writing within 10 days, any change in household income or family composition. Failure of Resident to report these changes may result in retroactive rent charges the Resident will be obligated to pay.**

- A. **Special Reexamination:** In addition to periodic reexaminations as outlined above, a special reexamination will be conducted if, at the time of admission or regular reexamination, it is not possible to make an estimate of net family income for the ensuing 12 month period with any reasonable degree of accuracy because of conditions such as unemployment or unstable family relations. Special reexaminations will continue to be scheduled until such time as a reasonable estimate of net family income can be made.
- B. **Temporary Rents:** In the event that it is not possible, for any reason, to obtain all verifications necessary to complete an admission or reexamination, a temporary rent will be established based on the data supplied by the family in the application. The family will be notified by a "Temporary Rent Notice" that payment of rent, based on this unverified report of anticipated income, is to be made pending establishment of appropriate rent. The notice will be made clear to the family that when the appropriate rent is established, it will be effective from the established "reexamination" or "admission" date and that they will be charged for any balance due or will have the option to receive a credit on their account or a reimbursement for any overpayment resulting from payment of temporary rent.
- C. **Minimum Rent Review**
If at the time of an annual or interim review it is determined that a residents rent is less than the minimum rent, the PHA will conduct a minimum rent review. A member of the housing staff will conduct an interview with the family in which a form will be completed detailing the family's income and expenses. The resident will be required to come into the main office for this interview. The PHA may also schedule a site visit with the family if necessary. Once this interview is completed the PHA will complete an interim rent adjustment if necessary. However if no change is needed the PHA will conduct another minimum rent review in not more than 120 days.
- D. **Action Required Following Reexamination:** Immediately following reexamination, each Resident is to be informed in writing concerning:
 - 1. Any change to be made in the rent and size of dwelling occupied;
 - 2. Changes of family composition which must be acknowledged by both parties in writing;
 - 3. Any instances of misrepresentation or noncompliance with the terms of the lease revealed through reexamination and any corrective or punitive action, which is to be taken.

If Management determines that the size of the dwelling unit is no longer appropriate to Resident's needs, Resident will be required, at Management's option, to move to any appropriate size unit, allowing a reasonable time in which to move, but not to exceed 7 days. Management shall notify the Resident that the Resident may ask for an explanation stating specific grounds for the determination. (See Transfer Policy)

- E. **Adjustment of Rent Between Annual and Special Reexamination:** Adjustment of rent between annual and special reexaminations will be made in the following situations:
 - 1. The total household income has increased more than 10% due to a new source, new employment, an increase in earned income, an increase in unearned income, by any family member or increase in income because a person with income (from any source) joins the household. The Housing Authority will conduct an interim reexamination. However, if it is determined that a resident or household members quit work to avoid being employed at the next regular reexamination will be subject to retroactive increases.
 - 2. A hardship exists for the family because of the loss of a substantial portion of the income on which the rent is based, or the deductible expenses increase substantially (including those families on flat rent. The effective day of the change due to a hardship will be the first day of the month following receipt of all required verification provided the resident reported the income change on or before the 10th of the month in which the change occurred otherwise the change will be effective on the first day of the month after the 45 to 60 day verification period. **Income changes resulting from Welfare Programs Requirements** – a family's rent must not be decreased as a result of a reduction in welfare benefits based on either (1) fraud by a member of the family or (2) the family's failure to comply with the welfare programs' requirement for work activities or participation in an economic self-sufficiency program.

3. A Management error occurred in connection with an admission or reexamination. If the error resulted in the Resident paying too much rent, effective date of rent change will be the same date as previous change. If the error resulted in the Resident not paying enough rent, the correct rent will be calculated immediately upon verification of the error, the Resident will be given 30 days notice of rental change, and the effective date of the change will be the first of the month following expiration of the notice period; and
4. It is discovered that Resident has misrepresented the facts on which his/her rent is based, so that the rent he/she is paying less than should have been paid (effective date of rent change will be the date it would have been paid had the proper facts been previously known).
5. Credit checks will be done at each annual recertification. New residents that move in during or/and after annual recertification's which all are effective in April of each year, will be conducted upon and/or after move-in.

When rent is changed, Management shall determine if a special reexamination is to be scheduled prior to the next regular reexamination date. In the event of any rent adjustment pursuant to this Section, Management will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section XII hereof.

SECTION V. Occupancy of the Dwelling Unit

Residents may have a guest or guests as visitors to their household without need of prior approval. However, a "guest" who makes recurring visits to the same household in excess of fourteen (14) non-continuous days and nights within a 90-day period, or in excess of fourteen (14) consecutive days and nights, without written approval of the Mississippi Regional Housing Authority (MRHA) will be deemed a household member. Residents must apply for approval in writing. The Resident shall be obligated:

- A. Not to assign the lease or to sublease the dwelling unit;
- B. Not to provide accommodations for boarders or lodgers;
- C.
 1. To make use of the dwelling unit solely as a private dwelling and principal place of residence for the Resident and Resident's household as identified in the lease and not to use or permit its use for any other purpose unless authorized by Management.
 2. If it is proven that the Resident has allowed a person or persons, not on the current lease, to live in, stay with or otherwise house with intent to conceal, un-report, defraud or misrepresent, it will be grounds for lease cancellation.
 3. Management may (but shall not be required to) allow a Resident to engage in legal profit making activities in the dwelling unit if Management determines that such activities are incidental to the lawful primary use of the leased unit for residence by members of the household, and provided such activities do not violate Management's policies concerning profit-making activities.
 4. With the consent of Management, a foster child or a live-in aide may also reside in the dwelling unit. (A "live-in aide" is a person who resides with an elderly or disabled person and who (1) is determined to be essential to the care and well being of the person; (2) is not obligated for the support of the person and (3) would not be living in the dwelling unit except to provide the necessary supportive services). In deciding whether a foster child may reside in the dwelling unit, Management may consider the following facts: (1) Whether the addition of a new occupant may necessitate a transfer to another unit and whether such units are available and (2) Management's obligation to make reasonable accommodations for disabled persons.
- D. To abide by necessary and reasonable regulations promulgated by Management for the benefit and well being of the housing project and the Residents which are posted in the Management Office and incorporated herein by reference (see "Rules and regulations");
- F. To comply with all obligations imposed upon the Resident by applicable provisions of building and housing codes materially affecting health and safety; to maintain electric, gas and water service at all times, failure to do so will render the unit unsafe and /or unsanitary and will be grounds for lease termination. Not to create situations or conditions that present health and/or safety hazards to other Residents or employees.
- G. To maintain the dwelling unit and such other areas (including, but not limited to, lot, yard, drive, porch and sidewalks-particularly if Resident is residing in a single family dwelling) as may be assigned to the Resident for his or her exclusive use in clean, sanitary and safe condition (see Rules and Regulations); failure of two (2) housekeeping inspections will result in the resident having to report to the main office of the PHA to view a housekeeping video. If the family fails to comply with this requirement a mandatory lease cancellation will occur. If after viewing the Housekeeping video the family fails a third (3) housekeeping inspection a mandatory lease cancellation will occur (see Housekeeping Standards Policy).

- H. To promptly dispose of all garbage, rubbish and other waste from the dwelling unit in a safe and sanitary manner. A tight fitting lid is required for all containers. Improper dumping of trash, garbage or junk in wooded areas, drainage ditches or adjoining properties is absolutely prohibited (see Rules and Regulations).
- I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, supplied stove and refrigerator and other facilities and appurtenances;
- J. To refrain from, and to cause his or her household and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or other Housing Authority properties. Resident or guest-caused damages will be subject to charges for repair.
- K. To act, and cause household members or guests to act, in a manner which will not disturb his or her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition, including loitering, drinking, unusual amounts of traffic (foot or vehicle), loud music, harassment of any kind, any kind of illegal activity and failure to supervise children.
- L. 1. This Housing Authority has adopted a "One Strike" or "Zero Tolerance" Policy in regard to criminal activity or drug-related activity. Violations of this policy will be treated as a serious violation of the material terms of this lease.
2. The purpose of this policy is to assure that the Resident or any household member or guest or others under the Resident's control, will not engage in prohibited drug-related, alcohol abuse or other criminal activities. Failure to abide by these terms will be grounds for eviction.
3. Any criminal activity engaged in, on or off the premises by the tenant or members of the tenants' household is grounds for eviction if it threatens the health, safety or right to peaceful enjoyment of the premises by other Residents. All drug-related criminal activity occurring on or off the premises is cause for eviction. Alcohol abuse is grounds for termination if it is determined by the Housing Authority that such abuse interferes with the peaceful enjoyment of the premises by other Residents or Management employees. Criminal activity is cause for eviction even in the absence of conviction or arrest; Federal Law preempts State Laws that require conviction in this case.
4. The term "drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession of **any detectable amounts** of a controlled substance or the intent to manufacture, sell, distribute or use a controlled substance, as defined in Section 102 of the Controlled Substances Act 21 U.S.C. 802.
5. Criminal background checks during occupancy will be performed at Annual Re-Examination of each adult member of the household to determine the continued eligibility. If screening reveals that the tenant or other adult household has falsified information or otherwise failed to disclose criminal history on his/her reexamination forms, the PHA will pursue eviction and termination of assistance.
- M. To authorize Management to dispose of any personal property left on the Housing premises by Resident after first making reasonable efforts to have Resident or his or her legal representative remove same. The Management may dispose of this personal property in any manner desired.
- N. To certify by signing the Application for Housing Assistance and the Application for Continued Housing Assistance, which is incorporated herein by reference, that all information and documentation submitted to Management by the Applicant or Resident, or any other member of the household, in connection with an initial application, or an annual or interim reexamination/recertification of the family's income and composition, are true and complete to the best of the Resident's knowledge and belief, and that the Resident and other members of the Resident's household have not committed any fraud in connection with any Federal Assistance Program which was not disclosed to Management.
- O. To disclose and provide documentation to verify Social Security Numbers issued to each member of the household who is six (6) years of age and older.
- P. 1. To promptly pay rent and charges incurred for services rendered and reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or the project (including damages to building, grounds, facilities or common areas-see "Schedule of Work Orders and Repairs") caused by the Resident, a member of the household or a guest. A consistent history of late payment of rent and charges will be grounds for lease cancellation (see rent and other charges policy);
2. To agree to repay any amount owned by the Resident, or any other member of the household, for charges incurred as a result of participation in any other Public Housing

- Program, and to understand that failure to do so will result in termination of this lease by Management;
3. If tenancy is terminated either by Resident or Management, and monies are still owed as a result of unpaid rent, tenant caused damages or miscellaneous and special charges, this Housing Authority will use any means available to collect these monies, including, but not limited to, legal action and reporting to a local Credit Bureau.
- Q. Not to discharge any type of gun or air rifle whatsoever on the premises or grounds;
- R. Not to make any repairs or alterations to the dwelling unit, grounds or property without the written consent of Management. If repairs are done by unauthorized agents and/or workmen, Resident will be responsible for all charges incurred.
- S. Not to keep, feed or allow fowls, livestock, animals or pets of any kind on the leased premises. The only exception will be for authorized pets. All will be subject to abide by "Rules Governing the Keeping of Common Household Pet Policy".
- T. To report to Management any extended periods the unit will be vacant (more than seven (7) days).
- U. All motor vehicles on the PHA premises for more than (15) days must be registered with the PHA main office, have a PHA issued vehicle decal plainly visible on the rear bumper and have active insurance covering the vehicle, whether such vehicle is owned by the resident or guest of the resident or being used by members of the residents household. The resident must provide the PHA with written verification of the insurance covering the vehicle at each annual rent review. Also the resident must purchase a new vehicle decal each year for each vehicle or at the time a vehicle is replaced.
- V. Not to park cars, trucks or any type of vehicle on the project yards or grounds, other than specified parking areas, at any time. Violations will be subject to towing at owners expense and/or lease cancellation.
- W. Not to keep any vehicle or trailer that is not in operable condition or legally registered on project grounds or parking areas for over a fifteen (15) day period, or said vehicle or trailer will be towed at the owner's expense.
- X. Not to threaten, or allow persons on the premises with his or her consent to threaten the health or safety of other Residents, Management, employees or any other individual on Housing Authority premises in an official capacity. This includes situations or conditions that are hazardous to the health and safety of other Residents or employees. Violations will be subject to criminal offence and will take necessary steps to maintain the safety in our developments.
- Y. To promptly provide full and complete information of a change in family composition or income as discussed herein (Section IV, Paragraph D).
- Z. Not to invite, entice, bring or cause to come, individuals who have been barred from any Housing Authority property by the Housing Authority or to conceal fugitives from the law. Violations will be subject to lease cancellation.
- AA. To provide the Management with thirty (30) calendar days advance notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the Management Office or sent by U. S. Mail, properly addressed. Upon termination of this agreement, Resident agrees that the dwelling unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the Management accepts the unit.
- BB. Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, paint remover, motor oil or other inflammable materials or explosives (including fireworks). Dismantling smoke alarm or failure to report a discharged fire extinguisher will be considered a serious lease violation and a threat to the health and safety of the project and will be subject to lease cancellation.
- CC. Every non-exempt family member of the household must complete at least 8 hours per month of a qualified Community Service. Noncompliance with the Community Service requirement for 12 months will result in termination of the lease and eviction (see Community Service Requirement Policy).

- DD. Residents are responsible for direct payment of their electricity utility service and must abide by any and all regulations of the specific utility company. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. If any resident electricity is disconnected due to non payment, the Housing Authority will be notified by Entergy of the disconnection and the tenant must have service restored within 48 hours from the time of disconnection will result in lease termination and/or eviction.
- EE. Residents will be required to obtain a Post office box within 10 days of lease signing. Each resident will need to supply MRHA7 with a copy of the post office box number as proof. If you moved in prior to January 1, 2013, you will have 10 days after January 2013 to adhere to the above Post Office Box requirements; failure to comply will result in lease termination and/or eviction if necessary.

SECTION VI. Damage, Repair and Charges

- A. Resident shall use reasonable care to keep his or her dwelling unit, and where applicable, yard, sidewalks, driveways, outbuildings and other grounds and improvements constituting a part of Resident's lot, in such condition as to prevent health or sanitation problems from arising. Resident shall also notify Management promptly of known need for repairs to his or her dwelling unit and of known unsafe conditions in the common areas and grounds which may lead to damage or injury.
- B. Residents will be responsible for paying the costs of repairing damages to the leased dwelling unit unless Resident furnishes reasonable evidence that the damage was not caused by a member of the household, a guest or other person under the Resident's control. This action recognizes the fact that the dwelling unit is under the control of the Resident.
- C. A schedule of charges for the repair of damages will include a flat rate per hour for labor in addition to the cost of materials or supplies used to complete the repairs. Such charges shall be billed to the Resident and shall specify the items of damages involved, corrective action taken and the cost thereof.
- D. Emergency key replacement charge is \$25.00. The resident will be charged if maintenance must replace your keys if they were lost or the resident is locked out.
- E. Normal work order key replacement charge will be \$3.00 per key.
- F. Entry door(s) lock replacement charge is \$40.00 per door. (Front/back door equals two doors).
- G. Entry door(s) handle replacement charge of \$75.00.
- H. Tenant will be charged a \$40.00 fee for the removal/tampering of any smoke detector
- I. Fayette, Roxie, Monticello, Osyka, and Gloster water meters will be read individually and any over usage amounts will be charged to the tenants. Each tenant will be given a usage allowance, which will show the normal usage amount for their bedroom size anything over that amount the tenant will have to pay.
- J. Charges for maintenance and repair of damages are due and collectable two (2) weeks after written notice of the charge(s) is/are submitted by Management.
- K. Repayment agreements will be mailed to each resident who has moved out owing MRHA7 any money. Letters will be mailed to last known address.
- L. Effective January 1, 2013, MRHA7 will begin processing garnishment for delinquent accounts of \$100.00 or more owed this PHA – Mississippi Regional Housing Authority 7. This policy applies to both the Public Housing and Section 8 program.
- M. Notwithstanding anything to the contrary contained herein or in any other document pertaining to the relationship between Resident and the housing Authority, it is specifically understood that a Resident who occupies a dwelling has inspected the premises and accepted the premises on an "as is" basis. Rights, if any, granted by this or another document to the Housing Authority to enter the premises shall not be constructed to impose upon the Housing Authority a duty to inspect the premises for needed repair(s) or maintenance. It is completely incumbent upon Resident to provide express notice to Management those instances where there is repair or maintenance

sought at the subject premises, and under such circumstances it shall become the absolute duty of Resident to safeguard the area and warn others of the condition until Management has had sufficient time to repair or address same, assuming such condition imposes a duty to repair upon the Housing Authority.

SECTION VI. Defects Hazardous to Life, Health or Safety

If the dwelling unit should be damaged to the extent that conditions are created which are hazardous to life, health or safety, including inoperable smoke alarms and/or fire extinguisher.

- A. The Resident shall immediately notify Management of the damage.
- B. Management shall be responsible for repair of the unit within a reasonable time, after having received notice from Resident of specific need for repair, however, if the damage was caused by a member of the household, a guest or another person under the Resident's control, the reasonable cost of the repairs shall be charged to the Resident.
- C. If necessary repairs cannot be made within a reasonable time (72 hours), Management shall offer to the Resident standard alternative accommodations if available.
- D. If necessary repairs are not made within 72 hours or alternative accommodations are not provided within that time, Resident's rent shall abate until repairs are made or until alternative accommodations are offered. **Exception:** No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by a member of the household, a guest or another person under the control of the Resident.
- E. Until such time as damage is repaired it shall be the duty of Resident to take reasonable steps to warn others of said damage and prevent injury to others resulting thereon.

SECTION VII. Personal Property Loss

Management does not carry insurance to cover a Resident's personal property loss or damages. Management carries insurance only to cover damage on loss to the dwelling structure itself. The Resident is cautioned that Management is not responsible for loss such as food spoilage in the event of an electrical failure or equipment malfunction. Each Resident must take steps to protect and care for their personal property if the need arises.

SECTION IX. Management's Obligations

Management's obligations under this lease shall include the following:

- A. To maintain, except to the extent that duty to maintain is Resident's, the dwelling unit and the project in decent, safe and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit within a reasonable time when notified by Resident of the need to repair.
- D. To keep project buildings, facilities and common areas not otherwise assigned to the Resident for maintenance and upkeep in a safe and clean condition.
- E. To maintain in good and safe working order and condition all electrical, plumbing, sanitation, heating, ventilating and other facilities and appliances supplied or required to be supplied by Management;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the Resident in accordance with Section V, Paragraph G, of the Lease;
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage);
- H. To furnish the following dwelling equipment without cost to the Resident, heating unit, water heater, range and refrigerator; and
- N. To notify the resident of the specific grounds for any proposed adverse action by Management (such as adverse action includes, but is not limited to: a proposed lease termination, transfer of the

Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). When Management is required to afford the opportunity for a hearing under the Grievance Procedures of Management for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Resident of the right to request such a hearing. In the case of a lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposal lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and, if a hearing was timely requested by the Resident, the grievance process has been completed.

- O. When residents call into the office to ask or request information which pertain their case, they will be required to give their name and other identifiable information.

SECTION X. Inspections

- A. Management and the Resident, or representative, shall be obligated to inspect the dwelling unit prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement, signed by both Management and the Resident, of the condition of the dwelling unit, and the equipment provided with the unit and a copy of the statement shall be retained in the Resident's file.
- B. Before the Resident vacates, Resident must give Management an opportunity, during normal working hours, to inspect the dwelling unit and outline, in writing, what must be done to restore the unit to acceptable re-renting status along with a statement of charges, if any, for which the Resident is responsible. The Resident or the representative is encouraged to participate in such inspection.
- C. Resident agrees that the duly authorized agent, employee or representative of Management will be permitted to enter Resident's dwelling unit upon advance notification to Resident during reasonable hours for the purpose of performing routine inspection, maintenance, repairs or for re-leasing. A written statement outlining the purpose of the Management entry delivered to the dwelling unit at least two days before such entry shall be considered reasonable advance notification. Management shall have the right to enter Resident's dwelling unit prior to notice to Resident if Management reasonably believes that an emergency exists, which requires entrance. An emergency under this provision may include, but is not limited to: the presence of drugs or illegal firearms or devices and/or materials that may present a danger to the health and safety of other Residents, gunfire, heightened gang-related activity, concealment of a fugitive from the law in Public Housing to verify other suspected lease violations. When these conditions are present, Housing Authority representatives may enter a unit and conduct an inspection. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management will leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. If the Resident initiates the maintenance work order, no written notice is required.

SECTION XI. Accommodations for Persons with Disabilities

Management will provide a disabled person with reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. Residents may at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy (see Special Accommodations Policy). Management will make available, to the best of its ability, accessible converted units, to those in need when requested. Residents living in accessible converted units who do not require these special units, will be required to transfer to make these special units available to those in need. Policies Related to Persons with Disabilities (Updated) According to 24 CFR Parts 1, 8 and 100. The PHA must inform all applicants and residents in key documents, such as intake application, reexamination, and notices of adverse action of their right to make reasonable accommodation requests.

SECTION XII. Notice Procedures

Any notice to a Resident required hereunder will be sufficient if delivered in writing to the Resident personally, or to an adult member of the Resident's household residing in the dwelling unit, or if sent by prepaid, first class mail, properly addressed to the Resident. A notice to Management must be in writing and either delivered to the Management office, or sent to Mississippi Regional Housing Authority No. VII, PO Box 748, McComb, MS 39649, by prepaid, first class mail, properly addressed. If Resident is visually impaired, all notices must be in an accessible format.

SECTION XIII. Termination of Tenancy and Lease

- A. Management shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as failure to make timely payments due under the lease or to fulfill the Resident's obligations set forth in **SECTION V** or for other good cause.

Management's Notice of Termination to Resident shall state the reasons for the termination of the lease or eviction and shall inform the Resident of the Resident's right to make such reply as the Resident may wish and of the right to request a hearing in accordance with Management's grievance procedures. The Notice shall further state Resident's right to examine Management's documents directly relevant to the termination or eviction (if Management does not make such requested documents available for examination upon request by Resident, Management may not proceed with eviction). This lease may be terminated by Management after giving written notice pursuant to **SECTION XII** of termination of the lease of:

1. Fourteen days in case of failure to pay rent;
 2. A reasonable time considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other Residents or Management employees are threatened; and
 3. Thirty days in any other case.
 4. A court cost of \$64.00 will be applied to the resident's account if the resident has not paid rent by the tenth of the month on or before 3:30pm. To cure the debt owed to the Housing Authority the resident must pay the court cost, rent due, late charge as well as any other charges that are due such as repair charges and back rent charges.
- B. Criminal activity by the Resident or any other member of the household, a guest or another person under the Resident's control shall be cause for termination of tenancy. Types of criminal activity that will be cause for termination of tenancy include, but are not limited to:
1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing premises by other Residents or employees of the Housing Authority; or
 2. Any drug-related criminal activity on or off such premises.
 3. Violent criminal activity engaged in, on or off the premises by the tenant or members of the tenant's household.
- C. Resident agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear expected, and to return the keys to Management when Resident vacates.
- D. When Management is required to afford the Resident the opportunity for a hearing under Management's grievance procedures for a grievance concerning lease termination, the tenancy shall not terminate until the time for the Resident to request in writing a grievance hearing has expired, and the grievance process has been completed. When Management is not required to afford the Resident the opportunity for a hearing under Management's grievance procedure for a grievance concerning the lease termination, and Management has decided to exclude such grievance from the grievance procedure, the notice of lease termination shall:
1. State that the Resident is not entitled to a grievance hearing on the termination;
 2. Specify the judicial eviction procedure to be used by Management for eviction of the Resident and state that the Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for hearing in court that contains the basic elements of due process (as defined in the Department of Housing and Urban Development Regulations).
 3. State whether the eviction is for a criminal activity or for drug-related criminal activity.
 4. State that the Management may evict the Resident from the unit only by bringing court action.
- E. Resident has the right to examine Management's documents before hearing or trial. Management shall provide the Resident a reasonable opportunity to examine, at the Resident's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. Resident shall be allowed to copy any such documents, at Resident's expense.
- F. In deciding to evict for criminal activity, Management shall have discretion to consider (but shall not be required to consider) all of the circumstances of the case, including the seriousness of the offence, the extent of participation by family members and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, Management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside in the dwelling unit. Management 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 be allowed to reside in the dwelling unit.

- G. When Management evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local Post Office serving the dwelling unit that the individual or family no longer resides in the dwelling unit.
- H. Mississippi Regional Housing Authority VII will not allow a tenant to transfer to the Section 8 program from the Public Housing program for 3 years if they have been evicted or terminated for lease violations. Assistance will be denied for three years from the date in which the termination or eviction month date and year in which the eviction took place.

SECTION XIV. Grievance Procedures

All disputes concerning the obligations of the Resident and or Management shall be resolved in accordance with the Housing Authority’s Grievance Procedures. The Authority’s Grievance Procedure is attached to this lease, and by signing below, the Resident acknowledges receipt of those Procedures. At each Annual Recertification Interview staff will go over the term of lease and grievance procedures certification forms will be signed by each resident of their acknowledgement of the lease terms and the grievance procedures.

SECTION XV. Provisions for Modifications

Modifications to this lease shall be accomplished by a written rider to the lease executed by both parties, except for: rent adjustments, late charge fee(s), charges for services, repairs, excess utilities and rules and regulations. The Landlord shall not be responsible to Resident for conditions created by the neglect or wrongful acts or omissions by Resident, members of Resident’s household, other persons or guests, as defined herein.

Any Drug related or Criminal Activity shall be considered to be a serious violation of the material terms of this lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction actions to commence. Criminal Activity or Drug related Criminal Activity is cause for eviction without an arrest or conviction.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this ____ day of _____, 20__ at _____, Mississippi.

Resident:

The Mississippi Regional Housing Authority No. VII:

Head of Household By: _____

Spouse or Other Adult in Household Title: PUBLIC HOUSING MANAGER, MRHA No. VII