

**DWELLING LEASE**  
**THE HOUSING AUTHORITY OF THE CITY OF ROSWELL**  
**199 GROVE WAY**  
**ROSWELL, GA 30075**

Project Number: \_\_\_\_\_ Unit Number: \_\_\_\_\_

**1. IDENTIFICATION OF PARTIES AND DWELLING UNIT**

- (a) The Roswell Housing Authority (hereinafter called the "RHA" or the "PHA") receiving upon the statements and information given by: \_\_\_\_\_ (hereinafter called the "Tenant" or "Resident", and when "Tenant" is referred to as "he" it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in the Tenant's signed Application for Admission or Continued Occupancy, does hereby Lease to Tenant under the terms and conditions of this Lease, and the Tenant, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit designated as \_\_\_\_\_ located in \_\_\_\_\_, consisting of bedroom(s) and designated by the PHA as a [ ] family unit, [ ] elderly unit, or [ ] handicapped unit. (hereinafter referred to as "premises", "unit", or "dwelling unit")
- (b) Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence only, and may not be used for commercial use, or any other purpose.. Tenant agrees that the household members listed below are the only persons who are permitted to reside in the dwelling unit. Any additions to the household including live-in aides, foster children, or adults, but excluding live births, must have the advance written approval of the PHA. The phrase "Tenant", "the Tenant" or "Occupant" is intended to include the following persons, both jointly and individually, whenever the words are used in this Lease:

NAME	DATE OF BIRTH:	SOCIAL SECURITY #:	RELATION To HEAD (HEAD OF HOUSEHOLD)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

(c) Notwithstanding anything that may be suggested to the contrary in subparagraph (a) and (b) above, only the person(s) identified in this lease as "Head of Household", "Spouse" or "Co-Head" shall have any leasehold, usufructuary interest or other contractual interest in the "premises". If any of the other persons listed in the foregoing subparagraph signs the lease, he shall have no independent or separate rights under this lease agreement, and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the "**Head of Household**", and only for so long as this lease agreement between Management and "**Head of Household**" remains in effect. Each Occupant listed above understands that the lease agreement between Management and "**Head of Household**" may be terminated in the event "**Head of Household**" or any other Occupant or a guest of any Tenant violates any of the provisions of this lease.

Guests of the Tenant may occupy the premises for a period no more than **fourteen** (14) consecutive **days** within any twelve (12) consecutive month period, and no more than 30 days total in a calendar year. In the event the Tenant's guest will be occupying the premises for a period in excess of fourteen days, Tenant must notify the PHA in writing, stating the reasons for such extended accommodations or occupancy, and obtain PHA's written approval of such arrangements in advance of the guest's occupancy. The decision of the PHA in this regard shall be final

- (d) Tenant shall immediately notify the PHA in writing whenever any member of the household or Occupant that is authorized to reside in the dwelling unit is no longer residing in the premises. Failure to immediately notify the PHA in writing shall constitute a material breach of the lease and will give the Landlord the right to immediately terminate the lease. Tenant will continue to be held responsible for all actions of such persons, and any violations of this Lease by such persons shall be grounds for termination of this Lease and eviction of the Tenant from the dwelling.
- (e) The PHA's Admissions and Continued Occupancy Policy (ACOP) is hereby incorporated by reference in this dwelling Lease and the ACOP also references this dwelling lease.
- (g) Failure to comply with the terms of this Section shall be considered a serious and material violation of the terms and conditions of this Lease, and warrant immediate termination of the tenancy.

## **2. TERMS AND AMOUNT DUE**

- (a) This Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The rent for this initial period is \$ \_\_\_\_\_ payable in advance on the first day of occupancy. If this Lease begins on a day other than the first day of the month, the rent for the first month shall be \$ \_\_\_\_\_. The rent for this unit is income based [ ], or is based on the flat rent for this unit [ ].
- (b) Tenant may change rent calculation methods at any recertification. Tenants who have chosen a flat rent may request a reexamination and change to the income based method at any time if the flat rent causes a financial hardship to the family
- (c) The term of this lease shall be one year and shall renew automatically for another year unless terminated as provided by this Lease.
- (d) Rent is due and payable in advance, without notice, during office hours (8:30AM - 4:00 PM) on the 1st day of each month and is delinquent if not paid by the close of business on the tenth (10<sup>th</sup>) day of each month.
- (e) If the rent is not received on or before the 10<sup>th</sup> of each month, a late charge of 5% of the monthly rental amount shall be due as additional rent. A check returned for non-sufficient funds fee shall be considered non-payment and in addition to the late charge, a \$25 returned check or non-sufficient funds shall be due as additional rent. After a check is returned for NSF, the PHA will no longer accept checks from the tenant. All charges must be paid with a money order or cashier's check only.
- (f) If the Tenant is paying the minimum rent, and circumstances change that create an inability to pay the rent, the Tenant may request suspension of the minimum rent due to hardship. Tenant agrees to cooperate and provide any documentation necessary to assist Landlord in determining if the Tenant request for a suspension of the minimum rent will be granted.
- (g) The Executive Director or designee may terminate the Lease if the Tenant is delinquent in paying rent three (3) times within a twelve (12) month period. Said default shall be deemed a material breach of the lease, and/or a repeated minor violation authorizing termination of the lease.
- (h) No waiver provision: No failure of the PHA to exercise any power given the PHA hereunder, or to insist upon strict compliance by the PHA with its obligations hereunder, and no custom or practice of the

parties at variance with the terms hereof shall constitute a waiver of the PHA's right to demand exact compliance with the terms hereof.

### **3. SECURITY DEPOSIT**

- (a) New Tenants must pay a security deposit to the PHA at the time of admission. The fixed amount of the Security Deposit is \$100.00. The security deposit is being held at Bank of North Georgia in an interest bearing account. Any interest earned from the account shall be deemed the property of Landlord, and will be retained by Landlord for their sole use.
- (b) The PHA will hold the security deposit for the period the Tenant occupies the dwelling unit. The PHA will not use the Security Deposit for payment of rent or other charges while the Tenant is in occupancy, but may apply it to rent and other charges remaining unpaid when the dwelling unit is vacated. Otherwise, the security deposit shall be applied to any damages beyond normal wear and tear to the premises in accordance with the Georgia Security Deposit Laws.
- (c) At the time of move out, the Tenant must leave the dwelling unit in a clean and undamaged condition, excepting normal wear and tear. All keys to the dwelling unit must be returned to the Executive Director or the director's designee upon vacating the dwelling unit.
- (d) The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:
  - (1) Unpaid Rent;
  - (2) Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
  - (3) Other unpaid charges under the Lease.
- (e) If the Tenant disagrees with the amount charged to the security deposit, Tenant may request an informal meeting to discuss the charge(s).
- (f) PHA will refund the Security Deposit less any amounts owed, within thirty (30) days after move out and the Tenant's notification of their new address.
- (g) PHA acknowledges its compliance with the Official Code of Georgia concerning Security Deposits.

### **4. UTILITIES**

- (a) All utilities shall be registered in the name of the **head of household or lease signer**.
- (b) The **head of household or lease signer** shall be responsible for securing or obtaining utilities (gas, water, sewage, electricity not supplied by management) and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Tenant further agrees not to steal or use any utilities not dedicated to the Tenant's unit. Failure of Tenant or **head of household or lease signer** to furnish uninterrupted service because of non-payment of utilities or other reasons under **head of household's or lease signer's** control, and/or any other breach of this provision shall be considered a serious and material violation of the terms and conditions of this lease.

### **5. ANNUAL REEXAMINATION**

- (a) If the Tenant has chosen an income-based rent, then at least once annually, Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner is a serious and material breach of the lease agreement and

grounds for termination of this Lease by the PHA.

- (b) If the Tenant has chosen a flat rent, then the PHA shall re-examine the Tenant's income, assets, allowances, deductions and family composition once every year.
- (c) If the PHA determines that the Tenant has gained admission or remained in occupancy of a PHA dwelling unit through the Tenant's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, then PHA may consider the Tenant to be in material breach of the lease and terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

**6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY**

- (a) All Tenants must report to the PHA changes in household circumstances when they occur between Annual Recertification's including when a member has been added to the family through birth, adoption, or court awarded custody and when a household member is leaving or has left the unit. Tenants that pay an income-based rent must report changes in income and expenses as such changes occur to the PHA. Tenant's rent, in these cases, shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud.
- (b) The initial rental amount established by this lease and subsequent rental amount determinations for Tenants with income-based rents shall remain in effect for the period between annual redeterminations of rent unless during such period the Tenant requests redetermination of rent due to income changes; income was received that was not reported to the PHA; the rental amount was calculated for a temporary time period; or HUD regulations require such a redetermination.

**RENT INCREASES** shall be made effective the first day of the second month following the month in which the change actually **OCCURRED**. **No change in rent will be made until the Executive Director or designee receives third party verification of such change.**

**RENT DECREASES** shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by the Executive Director or the Director's designee.

It is the responsibility of the Tenant to report in writing all changes as outlined above by the 25th day of each month. Income not reported by the last day of the month will result in rent not being changed until the first of the following month, provided that third party verification has been received.

- (c) Tenants that choose an income based rent shall reimburse the PHA for the difference between the rent that was paid and the rent that should have been paid if proper notice of the income change had been given when such change occurred and the Tenant either did not submit information in a timely manner or submitted false information.
- (d) Regardless of whether a Tenant chooses income based or flat rent, if the Executive Director or designee at his or her sole discretion determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, Tenant agrees to transfer to an appropriate size dwelling unit upon notice by the Executive Director or designee that such a dwelling unit is available.
- (e) If the dwelling unit leased is a handicapped designated unit as checked in Section 1 (a) of this Dwelling Lease, and the Tenant occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, Tenant agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Tenant with disabilities.

- (f) If the Tenant does not agree with the transfer determination of the Executive Director or the Director's designee, the Tenant shall have the right to request a hearing in accordance with the PHA's Grievance Procedure. If it is determined after a hearing that Tenant must transfer to a non-handicapped dwelling unit, and Tenant refuses to do so within the time provide by the Executive Director or the Director's designee, then said refusal shall be deemed a material breach of the lease agreement, and Landlord may terminate the lease agreement.

**7. RETRO REPAYMENT AGREEMENT**

A Repayment Agreement is a contract entered into between the PHA and Tenant, when the Tenant owes money to the PHA. The PHA will require a 10% percent down payment before a repayment agreement will be executed. The minimum amount of monthly payment under a repayment agreement is \$50.00. The PHA will not enter into more than one (1) Repayment Agreement at a time with the same family.

**8. CHARGES OTHER THAN RENT**

- (a) Payment for work orders is due on the first day of the second month following the charge. Work order charges are due according to the same schedule governing rental payments. Work order charges are due as additional rent. Additionally, when paying work order charges, the tenant shall combine his work order payment with his monthly rental payment and submit one complete payment to the RHA. No partial payment will be accepted. A list of standard charges is posted in the RHA's management office and made part of this Lease by reference.
- (b) Failure to pay for charges other than rent when due shall be considered a serious and material breach of the terms and conditions of this Lease, and warrant termination of the lease.
- (c) Tenants requesting copies of documents must pay a fee of (\$.25) per copy.

**9. MANAGEMENT AGREES;**

- (a) To maintain the dwelling unit in a decent, safe and sanitary condition. The PHA assumes no liability for damages caused to the Tenant by criminal acts of a third party. Tenant agrees and understands that Landlord is not the insurer of the Tenant's safety, and tenant agrees to look solely to the criminal for any and all liability that occurs on or near the premises. Management does not represent or warrant that the Apartment Community is safe from crime and resident waives all claims based on crimes by third parties. Management does not warranty, guarantee, market, or represent the apartment community as providing security or security devices that make the apartment community safe or free from crime.
- (b) Resident agrees to exercise due care for his or personal safety at all times when entering and exiting the community or using any part of the apartment community. Neither Management nor the apartment owner are liable for crimes committed by others on the property. The presence of security personnel, security devices, limited access gates, or other security measures do not constitute an implied or express warranty, guarantee, or representation that the property is safe or free from crime. Resident agrees that no one in Management has made any representation or statement during the leasing process that the apartment community is safe from crime, is crime free, or has not had crime. Resident agrees that he or she will contact appropriate law enforcement agency or emergency services if Resident is experiencing a crime or in need of emergency care.
- (c) **Waiver of claim(s):** Resident expressly waives any claim or lawsuit against Management or the owner for any injuries or damages which Resident incurs as the result of a criminal act by a third party. Resident acknowledges and agrees that neither Management nor the apartment owner is liable or responsible for criminal acts of other persons. Specifically, Resident waives any claim or lawsuit based on an alleged failure of Management or the apartment owner to provide security or prevent crimes in the apartment community. Specifically, Resident waives any claim or lawsuit based on an alleged failure of Management or the apartment owner to provide security or prevent crimes in the apartment community under any theory of recovery, claim, or cause of action based on OCGA 51-1-3 regarding keeping the apartment community safe. Resident agrees that he or she assumes the risk of crime when on any portion of the apartment community.

Resident releases Management and the apartment owner from any and all liability for injuries or damages sustained by criminal acts of others committed in or near the approaches to the apartment community.

- (d) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (e) To make necessary repairs to the dwelling unit that is reported in writing by the Tenant.
- (f) To keep the buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (g) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA.
- (h) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Tenant in accordance with Section 14, hereof.
- (i) 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) 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.
- (j) To furnish a heater and air conditioning, cooking stove, refrigerator and water heater without additional charge.
- (k) To notify the Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Lease termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse action shall inform the Tenant of the right to request such a hearing, in the case of a Lease termination, a notice of Lease termination in accordance with Section 21 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.
- (l) To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

#### **10. OCCUPANCY OF THE DWELLING UNIT**

- (a) The Tenant shall have the right to exclusive use and occupancy of the leased dwelling unit, which shall include a reasonable occupancy of the Tenant's guest with the consent of the Executive Director or Director's designee, and may include care of "Foster children" and/or a "live-in aide" for a member of the Tenant's family. The Executive Director or Director's designee shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.
- (b) Tenant agrees not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit, or give

accommodations to boarders or lodgers. Tenant further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1 (b). With the written consent of the Executive Director or Director's designee, members of the household may engage in legal profit making activities in the dwelling unit, where the PHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenants' rights to peaceful enjoyment of their residence.

- (c) Tenant agrees that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the PHA shall not be liable to the Tenant or Tenant's family, employees, invitees, or licensees for any damage, loss, theft or destruction thereof, including but not limited to, fire, flood, storms, busted pipes, freezing, damaged hot water heaters, and plumbing related leaks, unless caused by the negligence of the PHA. Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired by tenant.
- (d) Tenant agrees not to keep pets unless prior written approval is given by the Executive Director or Director's designee in accordance with the PHA's Pet Policy, which is posted in the PHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit.
- (e) PHA's Pet Deposit is \$100.00 per authorized pet (not to exceed two pets per unit), which will not be refundable. Violation of the pet policy is grounds for the removal of the pet, and constitutes a serious or material breach of the lease, authorizing termination of tenancy.
- (f) Tenant agrees, as a condition of Continued Occupancy, that each non-exempt adult resident of the household shall contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or participate in an economic self-sufficiency program for eight (8) hours per month as described in the Community Service Section of the ACOP.
- (g) Tenant agrees to notify the PHA if he/she is going to be absent from the dwelling unit for more than thirty (30) consecutive days and provide a means for the PHA to contact the tenant in the event of an emergency. The absence from the dwelling unit for more than thirty (30) consecutive days without advising PHA of the extended absences constitutes a material breach of the lease, and is grounds for termination of the Lease.
- (h) Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for three (3) consecutive months except as otherwise approved by the Executive Director or Director's designee.
- (i) Tenant agrees that if the Head of Household is incarcerated for thirty (30) consecutive days or more, he/she will be considered permanently absent. Any member of the household, other than the Head of Household, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months (ninety days). The Executive Director or Director's designee will determine if the reason for the incarceration is for drug-related or violent criminal activity before a letter of Lease termination is issued.
- (j) Guests who list the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this dwelling Lease, the term "guest" means a person in the leased unit with the consent of a household member not listed on the Lease as an authorized member.
- (k) Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by the PHA for the benefit and well-being of the PHA's properties and its other Tenants which shall be posted in the PHA's management office and are incorporated herein by reference.

(l) Any violation of any provision contained in this section shall be considered a serious and material violation of the terms and conditions of the Lease, and Landlord may terminate the Lease.

#### **11. ADDITIONS TO THE LEASE**

- (a) Requests for the addition of a new member of the household must be approved by the Executive Director or Director's designee prior to the actual move-in by the proposed new member.
- (b) Tenants who fail to notify the Executive Director or Director's designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.
- (c) Family members age eighteen (18) and over who move from the dwelling unit to establish new household shall be removed from the Lease. The Tenant must notify the Executive Director or designee in writing of the move-out within ten (10) days of its occurrence.
- (d) Any violation of any provision contained in this section shall be considered a serious and material violation of the terms and condition of the Lease, and Landlord may terminate the lease.

#### **12. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS**

- (a) Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the PHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.
- (b) Tenant and Tenant's guest further agree not to use or threaten to use a knife, club or any other weapon against any person on PHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on the PHA's property will be considered a serious violation of the terms and conditions of this Lease. Landlord may terminate the lease for any violation of paragraph No. 12.

#### **13. AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

- (a) Tenant agrees to park and cause the Tenant's guest to park automobiles and other motorized vehicles in parking areas only. Tenant specifically agrees to refrain and cause Tenant's guest to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. PHA reserves the right to assign parking space(s) to the Tenant and Tenant agrees to park motor vehicles only in any such assigned space(s). Tenant agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles.
- (b) Tenant and Tenant's guest's motorized vehicles properly parked on the PHA's property shall be in running condition and have fully inflated tires and current license plates, and registration.
- (c) Tenant agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the PHA's property.
- (d) Landlord may tow any vehicle on the property at the owner's expense for violation of any provision contained herein in paragraph number 13. Tenant further agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 13 (b) above. The PHA will ticket such vehicle for twenty-four (24) hours prior to towing.
- (e) Repeated violations of this section constitute a material breach, and other good cause for the Executive Director or Director's designee to terminate this Lease.

#### **14. SANITATION, CLEANLINESS, HEALTH AND SAFETY**

- (a) Tenant agrees to comply with all obligations imposed upon Tenants by applicable provisions of building and



housing codes materially affecting health and safety.

- (b) Tenant agrees to abide by the Sanitation Code posted in the PHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Tenant also agrees to keep the dwelling unit and all other areas assigned to Tenant for his exclusive use free of litter and debris and in a clean and safe condition at all times. Tenant also agrees to cooperate with other Tenants in keeping their common areas free of litter and debris and in a clean and safe condition at all times.
- (c) Tenant agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- (d) Tenant agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Tenant or his guest will be considered a serious violation of the terms and conditions of this Lease.
- (e) Tenant agrees to immediately and personally report to the PHA all unsafe, conditions which are known to, or observed by the Tenant, either in common areas of the PHA property or in the dwelling unit leased by the Tenant.
- (f) Tenant may own and use a grill as long as it is used AT LEAST 15 feet away from any buildings or structures.
- (g) Any violation of any paragraph or provision contained herein in paragraph number 14 shall constitute a material breach of the lease agreement, and Landlord may terminate the lease.

#### **15. CODE OF CONDUCT**

- (a) Tenant, his occupants, or guests agree to conduct himself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb other tenants peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.
- (b) Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to partake with or without knowledge in any illegal activity.
- (c) Tenant agrees to report to local officials, and then to the PHA, all illegal activity or activities known to or observed by Tenant occurring in the common areas of the Public Housing premises or his dwelling unit, or in any other dwelling unit of the PHA's property, as soon as the Tenant becomes aware of such activity.
- (d) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to, or in the presence of, Housing Authority staff, other Tenants, and/or any vendors.
- (e) Tenant agrees not to allow any individual that has been barred or banned from the PHA's property to be on any property for which the Tenant has responsibility.
- (f) Violation of any provision or paragraph set forth herein shall constitute a material breach of the lease, and Management may terminate the lease agreement.

#### **16. REPAIR AND UPKEEP OF THE PREMISES**

- (a) Tenant agrees not to make repairs or alterations to the dwelling unit, nor to install any major appliance such as

television antenna, etc., without prior written consent of the PHA. Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property. Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances, including elevators.

- (b) Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, or removing any part of the PHA's property. Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the PHA. Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. Tenant agrees not to build fences or place locks on doors or windows without prior written permission by PHA. Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so. Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the Schedule of Charges posted in the PHA's management office and incorporated herein by reference.
- (c) All charges made under this section shall be due and payable according to the guidelines stipulated in Section 8 above. A serious or material violation of this section shall constitute a material breach of the lease agreement, and Management may terminate the lease. Repeated minor violations of this section shall constitute good cause for the PHA to terminate this lease.

**17. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

Tenant shall immediately notify the PHA of all damages to the apartment. Maintenance shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Tenant. Maintenance shall be responsible for repair of the premises within a reasonable time. If the damage was caused by the Tenant or the Tenant's guest, the reasonable cost of repairs shall be paid by the Tenant. If the damages are covered by the PHA's insurance, an amount not to exceed the deductible of that insurance will be assessed to the Tenant. PHA agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time, provided the damages are not caused by the Tenant. In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by the PHA. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if the damage is caused by Tenant or Tenant's guests.

**18. INSPECTIONS, RIGHT OF ENTRY, AND REPAIRS**

- (a) Tenant agrees to permit the agents or employees of the PHA to enter the dwelling unit during reasonable hours for the purposes of making inspections or repairs or for showing the dwelling unit for re-leasing. Except for cases of emergency, responding to Tenant's request for certain services, or repairs which require entry to the dwelling unit, PHA will give the Tenant at least two (2) days prior notice of entering the dwelling unit.
- (b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit at their discretion a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.
- (c) PHA and the Tenant or a Tenant's representative shall inspect the dwelling unit and the equipment prior to commencement of occupancy by the Tenant. PHA will furnish Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. This statement shall be signed by Maintenance and the Tenant, and a copy of the statement shall be retained in the Tenant's file,
- (d) At the time a Tenant vacates, the PHA shall inspect the dwelling unit and furnish the Tenant a written

statement of charges, if any, for which the Tenant is responsible. Tenant or a Tenant's representative may join in such inspection unless Tenant vacates without notice to the PHA.

- (e) Tenant's refusal to allow entry into the premises shall be deemed a serious and material breach of the lease agreement, and Landlord may terminate the lease agreement.

**19. LEGAL NOTICE**

Any written notices as required or permitted hereunder will be sufficient if delivered to the Tenant personally or to any adult member of his family residing in the dwelling unit, or if sent by regular U.S. mail, addressed to the Tenant, postage prepaid. Notices to the PHA shall be in writing and delivered to the Management office or sent by first class mail, postage prepaid, properly addressed. If the Tenant is visually impaired, any legal notices will be delivered in an accessible format.

**20. ACCOMMODATION OF PERSONS WITH DISABILITIES**

For all aspects of the Lease and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent required by law. The PHA shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.

**21. TERMINATION OF THE LEASE**

The PHA shall not terminate or refuse to renew the Lease other than for a serious violation ('material "breach" or "violation") or repeated violations of the terms and conditions of the Lease including, but not limited to:

- (a) Nonpayment of rent or other charges due under the Lease or repeated chronic late payments of rent (three times in a twelve month period);
- (b) Failure to provide timely and accurate statements of income, assets, expenses and family composition, to attend schedule reexaminations and to cooperate in the verification process;
- (c) Furnishing false or misleading information;
- (d) Failure to abide by necessary and reasonable rules, building and housing codes;
- (e) Failure to maintain uninterrupted utility services in the head of household's name shall be grounds for lease termination.
- (f) Acts of destruction, defacement or removal of PHA property by Tenant or guests;
- (g) Criminal Activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction:
  - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants; or
  - (2) Any drug-related criminal activity on or off such premises. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS

VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

- (h) Alcohol Abuse. Alcohol abuse by the Tenant, any member of the household, a guest or another person under Tenant's control is grounds for termination of the Lease if the PHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other Tenants;
- (i) Failure to perform required community service or to be exempted therefrom;
- (j) Failure to allow inspection or entry of the unit;
- (k) Determination by the PHA that a family member knowingly permitted an ineligible noncitizen not listed on the lease to permanently reside in the unit;
- (l) Determination or discovery by the PHA that a resident is a registered sex offender; or
- (m) Any other good cause as determined in the sole discretion of the Executive Director or Director's designee in accordance with 24 C.F.R. 966.4.

## **22. NOTICE OF LEASE TERMINATION**

- (a) The PHA may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
  - (1) **Fourteen (14) days in the case of failure to pay rent.**
  - (2) **A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or PHA employees.**
  - (3) **Fifteen (15) days in any drug-related case.**
  - (4) **Thirty (30) days in all other cases.**
- (b) The Notice of Lease Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish.
- (c) The demand notice as required by the laws of the State of Georgia will be combined with and run concurrently with the notice of Lease termination.
- (d) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and where the Tenant requests a Grievance Hearing, until the Grievance process has been completed.
- (e) **When the PHA is not required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the Notice of Lease Termination shall:**
  - (1) **State that the Tenant is not entitled to a Grievance Hearing on the termination.**
  - (2) **Specify the judicial eviction procedure to be used by the PHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in court that contains the basic elements of due process as defined in HUD regulations.**
  - (3) **State whether the eviction is for a criminal activity as in Section 15 (e) of this Lease or for a drug-related criminal activity, also described in Section 15 (e) of this Lease.**
- (f) This Lease may be terminated by the Tenant at any time by giving **fifteen (15) days written Notice** in the manner specified in Section 19. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Executive Director or designee upon vacating.

**23. ABANDONMENT OF DWELLING UNIT AND PROPERTY**

In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the PHA, be considered abandoned. In such event, the PHA shall have the right, provided five (5) days written notice is mailed to the Tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by the Tenant following or pursuant to such abandonment. The PHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned. Landlord in its sole discretion shall have the right to determine if the premises are abandoned.

**24. HOLDING OVER**

Tenant shall promptly vacate the dwelling unit and remove all of Tenant's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Tenant after the expiration of this Lease without the express consent of the PHA shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this Lease by operation of law. Holding over may not be permitted without the express written consent of the PHA.

**25. ALTERNATIVE HOUSING ACCOMMODATIONS**

The Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than thirty (30) days unless prior written approval is received from the Executive Director or designee. If the Tenant resides out of the dwelling unit for more than thirty (30) days, the PHA will assume the dwelling unit to be abandoned and take possession in accordance with Section 22, and/or consider the tenant to be in material breach of the lease and terminate the lease.

**26. GRIEVANCE PROCEDURES**

All disputes concerning the obligations of the Tenant or the PHA, not including those under Section 22(e), arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the PHA which is in effect at the time such Grievance or appeal arises, which procedure is posted in the PHA office and incorporated herein by reference.

**27. CHANGES TO LEASE**

This Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between PHA and the Tenant. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for modifications pursuant to Section 6 and any reference to posting of policy, rules and regulations.

**28. COURT COSTS AND ATTORNEY FEES**

If either party employs an attorney and brings court proceedings by Tenant against the Landlord for any claim, and by Landlord against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to terminate the Lease or evict the Tenant from the dwelling unit, and if judgment is entered against the losing party of such proceedings, then the prevailing party is entitled to recover all reasonable attorney's fees and court costs.

**29. UNENFORCEABLE LEASE PROVISIONS**

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

IN **WITNESS WHEREOF**, the parties have executed this Lease Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_ at Roswell, Georgia.

**I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED To VACATE.**

**WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE To THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT, WHO WILL OCCUPY THE PREMISES, OR To MAKE A FALSE STATEMENT OR REPRESENTATION To ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF ROSWELL, GEORGIA WILL BE CONSIDERED AN INTENT To DEFRAUD UNDER GEORGIA LAW AND MAY BE PUNISHABLE WITH FINE OF UP To \$10,000.00 AND/OR A PRISON TERM UP To FIVE (5) YEARS.**

**SECTION 1001 OF TITLE 18 OF THE U.S. CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATION OF ANY DEPARTMENT OR AGENCY OF THE U.S AS TO ANY MATTER WITHIN ITS JURISDICTION.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Authorized Representative

Housing Authority of the City of Roswell, Georgia