

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", 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.

(b) The Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence. The 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" or "the Tenant" is intended to encompass 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 Tenant 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 Tenant or a quest of any Tenant violates any of the provisions of this lease.

Guests of the Tenant may be accommodated for a period of **fourteen (14) days** within any twelve (12) consecutive month period, and no more than 30 days total in a calendar year. If any guest will be staying

more than three consecutive nights, the Tenant must notify the PHA. In the event the Tenant wishes to accommodate a guest for a period in excess of fourteen days, the Tenant must notify the PHA in writing, stating the reasons for such extended accommodations, in order to obtain the PHA's approval of such arrangements in advance. The decision of the PHA in this regard shall be final

- (d) The Tenant shall immediately notify the PHA in writing whenever any member of the household that is authorized to reside in the dwelling unit is no longer residing in the dwelling unit. Failure to immediately notify the PHA in writing will result in the Tenant continuing 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 violation of the terms and conditions of this Lease

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) The Tenant may change rent calculation methods at any recertification. Tenants that 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 (10th) day of each month.
- (e) Penalty for delinquent rent shall be 5% of the monthly rental amount. A check returned for non-sufficient funds shall be considered non-payment and in addition to the late charge, a \$25 returned check fee will also be assessed.
- (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.
- (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.
- (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.

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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.

- (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.
- (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, the Tenant may request an informal meeting to discuss the charge(s).
- (f) The 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) The 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**.
- (b) The **head of household or lease signer** shall be responsible for securing 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. Failure of **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 shall be considered a serious 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, the 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. The Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner is 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, the PHA may terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

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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 determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, the 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, the 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.

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.

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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. 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 violation of the terms and

conditions of this 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.
- (b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep the buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (e) 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.
- (f) 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.
- (f) 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.
- (h) To furnish a heater and air conditioning, cooking stove, refrigerator and water heater without additional charge.
- (i) 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, hi 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.
- (j) To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

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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 reasonable accommodation 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) The Tenant agrees not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. The 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) The 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 unless caused by the negligence of the PHA. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired by tenant.
- (d) The 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) The 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, termination of tenancy, or both.
- (f) The 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) The 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. Failure to advise the PHA of extended absences is grounds for termination of the Lease.
- (h) The 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.

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- (i) The 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) The 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 this section shall be considered a serious violation of the terms and conditions of 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.

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.

13. AUTOMOBILES AND OTHER MOTORIZED VEHICLES

- (a) The 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. The 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) The 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.

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- (c) The 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) The Tenant 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 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.

15. CODE OF CONDUCT

- (a) Tenant agrees 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 in any illegal activity.

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- (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.
- (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.

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 air conditioner), washing machine(s), clothes dryer(s), television antenna, etc., without prior written consent of the PHA. The Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the 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. The 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. Repeated violations of this section shall constitute good cause for the PHA to terminate this lease.

17. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

The 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. The PHA agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. 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) The 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, the PHA will give the Tenant at least two (2) days prior notice of entering the dwelling unit.

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- (b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.
- (c) The 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. The PHA will furnish the 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.

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 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;

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- (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; G)
- (j) Failure to allow inspection 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.

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- (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. The 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.

24. HOLDING OVER

The 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.

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.

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28. COURT COSTS AND ATTORNEY FEES

If the PHA employs an attorney and brings court proceedings 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 Tenant in favor of the PHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees.

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

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

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

Purpose of the Addendum

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

Conflicts with Other Provisions of the Lease

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

Term of the Lease Addendum

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

VAWA Protections

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

Tenant

Date

Landlord

Date

EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY
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A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children’s recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA’s insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

Note: Political activity is excluded.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is engaged in work activities
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

Work Activities – as it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
4. Change in exempt status:
 - If, during the twelve (12) month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or nonexempt status and compliance of family members;
 - The PHA will secure a certification of compliance from nonexempt family members (Attachment B).
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period;
or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident Date _____

Resident Date _____

Resident Date _____

Resident Date _____

**EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS
216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE**

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

EXHIBIT 11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- 62 years of age or older (Documentation of age in file)
- Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement (Documentation of HUD definition of disability in file)

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Signature of Family Member

Date

- Is the primary caretaker of such an individual in the above category. (Documentation in file)
- Is engaged in work activities (Verification in file)
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program (Documentation in file)
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program (Documentation in file)

Signature of Family Member

Date

Signature of PHA Official

Date

HOUSING AUTHORITY OF THE CITY OF ROSWELL
PO BOX 1106
ROSWELL, GA 30077
(770) 993-6226

PET POLICY GUIDELINES (SECTION 10 OF ACOP)

1. **PURPOSE:** The Pet Policy for the Housing Authority of the City of Roswell is designed to allow qualified tenants the PRIVILEGE of owning a pet while also respecting the right of other tenants and neighbors and protecting the interest of the Housing Authority of the City of Roswell.
2. **PRIOR APPROVAL:** Tenants who wish to keep a pet must receive prior written approval from the Housing Authority of the City of Roswell before the pet enters the premises, and must complete a rider to the lease agreement. Any tenant who acquires a pet after they have moved in must notify the Housing Authority of the City of Roswell before the pet enters the premises.
3. **PET DEPOSIT:** A \$100 non-refundable deposit shall be required for each pet to be kept on premises. No more than two (2) pets shall be kept per unit, except in the case of birds or fish. In these instances, each tenant shall be allowed one (1) cage (no larger than 24"x24"x36") or aquarium (no larger than 20 gal.) The deposit is to be paid in full at lease signing before the pet(s) enter(s) the premises.
4. **PET MAINTENANCE:** No pets are to be maintained outside the unit. All pets must be kept inside the unit at all times. When walking or transporting an authorized pet, said pet must be held or kept on a leash when outside the unit at all times. No dog houses or related pet quarters, chain posts or other structures outside the unit will be permitted. Each tenant is required to clean up after their pet(s) in order to respect other tenants' rights to a clean and safe environment. Those found not to be adhering to this policy will be assessed a \$25 fine for each occurrence.
5. **ACCEPTABLE HOUSEHOLD PETS:** Acceptable household pets include dogs (within acceptable breed and weight limits), cats, fish and birds. Certain breeds of dog – pitt bulls, rottweilers, chows and boxers - are STRICTLY prohibited. Pets which are not common household pets (monkeys, snakes, ferrets, etc.), are strictly prohibited. There is a weight limit of 40 (forty) pounds imposed on all pets.
6. **VACCINATIONS AND LICENSES:** Each dog and cat must have proof of current rabies vaccinations, and a copy must be provided to the Housing Authority of the City of Roswell. Each dog and cat must be spayed or neutered, and proof must be furnished. Each dog and cat must have current licenses as required by the City of Roswell/Fulton County, and proof must be provided.
7. **EXCEPTIONS:** Any exceptions to this policy will be by express, written permission from the Housing Authority of the City of Roswell ONLY!
8. **VIOLATIONS:** Violations of this policy will be considered a violation of the lease agreement and the tenant will be subject to such actions as prescribed in the lease agreement for violations of said agreement.

I have read and fully understand the pet policy as described above.

Tenant Signature

Date