

**HOUSING AUTHORITY OF DRY RIDGE
LEASE AGREEMENT**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of Dry Ridge, referred to as the Authority, and, the occupying family, referred to as the Resident. The Authority leases to the Resident the premises located at:

UNIT		DRY RIDGE, KY 41035
-------------	--	----------------------------

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

	Name	Date of Birth	Social Security Number
(Head)			

Any additions to the household members listed above require the advance written approval of the Authority. This includes Live-in Aides and foster children or adults, but excludes natural births. The Authority shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Authority within ten (10) days.

Resident designates the following adult as the Resident's custodian to be responsible for removal of Resident's personal property in the event of death or incapacity of a sole Resident, or in the event this agreement is terminated by the Authority and Resident is otherwise unavailable:

NAME:		
ADDRESS:		
TELEPHONE:		

2. **LEASE TERM:** This Lease shall begin on **00-00-0000**. The initial lease term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of **\$000.00**. If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated.

This rent is based on the Authority-determined flat rent for this unit.
 This rent is based on the income and other information reported by the Resident.
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

HADR Lease

This amount is due on the first day of each month at the Housing Authority of Dry Ridge office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. **As a safety measure, cash will not be accepted as a rent payment.**

If Resident fails to make the rent payment by the close of business (4 PM) on the tenth working day of the month, a notice to vacate will be issued to the Resident. A \$15 late fee will be assessed if rent is not paid by the tenth working day of the month. **Partial payment of rent will not be accepted.** A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$25 returned check fee will be charged, plus any related bank fees.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may submit a written request to suspend the minimum rent because of a recognized financial hardship, which shall include:

- ✓ The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program.
- ✓ The family would be evicted as a result of the implementation of the minimum rent.
- ✓ A death in the family has occurred which affects the family circumstances.
- ✓ Other circumstances which may be decided by the Authority on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the Authority prior to the rent becoming delinquent and before the lease is terminated by the Authority.

In the event legal proceedings are required to recover possession of the premises and any unpaid rent/maintenance fees, the Resident agrees to pay all reasonable expenses of enforcement of this agreement, including but not limited to attorney's fees, court costs, and other legal expenses. This clause applies in any lawsuit, action, or proceeding brought by the Authority to enforce Resident's obligations under this Lease, whether or not the Lease is terminated and whether or not the Authority files a formal lawsuit, action, or proceeding in court.

4. **SECURITY DEPOSIT:** The Resident has paid a security deposit in the amount of \$100.00 to the Authority as a Security Deposit. With the approval of the Authority, the Security Deposit may be made in two payments -- one half paid at the time of admission along with the first rent payment, the other half with the second rent payment. The Authority will hold this security deposit for the period the Resident occupies the dwelling unit. The Authority shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

The Resident will be eligible for a refund of security deposit only if the Resident provided the Authority with the 30 day written notice of intent to move unless Resident was unable to give such notice for reasons beyond his/her control. The Authority agrees to return the security deposit, less any charges identified below, so long as Resident furnishes the Authority with a forwarding address. The Authority will use the security deposit at the termination of this Lease to pay the cost of:

- a. Unpaid rent;
- b. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. Other charges due under the Lease.

The Authority shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Authority will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Authority. The Resident acknowledges that no one other than those names listed on this lease as members of the household shall use the address identified in Section 1 of this lease as their address and/or mailing address.

HADR Lease

In order to be eligible for continued occupancy, each adult family member must contribute eight (8) hours per month of community service, unless exempt, pursuant to the Authority's Admissions and Continued Occupancy Policy (A.C.O.P.), a copy of which is posted in the Administrative Office.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Authority;
- b. provide accommodations for boarders, lodgers, or others not listed on the lease as household members and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of the Authority;
- c. sublet or assign the unit, or any part of the unit;
- d. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors. In consideration of your neighbors, quiet hours will be observed from 9:00 PM – 8:00 AM;
- f. allow children under the age of 13 to be left alone in the apartment or on the property without the supervision of an adult;
- g. permit any member of the household, a guest, or another person under the Resident's control to engage in any abusive behavior or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or Authority employees;
- h. or allow minor members of Resident's household or guests to possess any firearms, (operable or inoperable) or offensive weapons as defined by the laws of the Commonwealth of Kentucky anywhere in the unit or elsewhere on the property of the Authority. This includes but is not limited to B.B. guns and air powered rifles.
- i. permit or allow any person who is under a no-trespassing restriction or notice of trespassing in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to Resident of the person's name and nature of trespass notice.
- j. remove any batteries from a smoke detector or fail to notify the Authority if the smoke detector is inoperable for any reason.
- k. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent behavior, abuse of alcohol, or drug-related criminal activity on or off the premises.

VIOLATIONS OF PARAGRAPH K SHALL BE CONSIDERED A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. THE HOUSING AUTHORITY OF DRY RIDGE HAS A ZERO TOLERANCE POLICY WITH RESPECT TO VIOLATIONS OF LEASE TERMS REGARDING DRUG AND/OR CRIMINAL ACTIVITY. RESIDENTS AND/OR GUESTS WHO ENGAGE IN DRUG AND OTHER CRIMINAL ACTIVITY WILL FACE SWIFT EVICTION ACTION AS OUTLINED IN THIS LEASE.

With the written permission of the Authority, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Authority, foster children and/or adults and the live-in care giver of the Resident's family. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member. The Authority reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that a person may be an unauthorized household occupant.

HADR Lease

6. **CONDITION OF DWELLING:** By signing this Lease and the Move-In Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the *Move-in Unit Inspection Report*. This report, signed by both the Resident and Authority, is attached to this Lease.

At the time of move out, the Authority shall complete a Move-Out Inspection Report of the dwelling unit. When the Resident notifies the Authority of his or her intent to vacate, the Authority shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** The Resident agrees to place the gas and electric in their name. The Authority shall not be liable for the failure to provide utility service if beyond its control. In the event of unpaid usage and shutoff, the Resident has 24 hours to have utilities turned back on or a notice to vacate and eviction will be filed.

The Housing Authority provides the following utilities as part of the rent for the premises:

- ✓ Water
- ✓ Sewage
- ✓ Trash

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Authority, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Authority shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Authority shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by KTAP or a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Authority will schedule special periodic rent reviews. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must report within ten (10) days to the Authority any of the following changes in household circumstances when they occur between Annual Rent Recertification's:
- a. A member has been added to the family through birth, adoption, or court-awarded custody.
 - b. A household member is leaving or has left the family unit.
 - c. An increase in household income.

Resident agrees to provide to the Authority verifiable information, in a form prescribed by the Authority, regarding such a change.

HADR Lease

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertification's:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Authority shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Administrative Office within ten calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Authority shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Authority, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
 - a. **Rent Decreases:** The Authority shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. However, no changes in rent shall be made from the 25th day of the month to the 1st day of the following month.
 - b. **Rent Increases:** The Authority shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
 - a. Resident does not submit rent review information by the date specified in the Authority's request; or
 - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Authority for undercharges caused solely by the Authority's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property, and not leave any personal belongings on the lawn, walks, driveways including toys, bicycles, lawn furniture, etc. which must be stored within the Resident's individual apartment or on the porch where space permits;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not to, and to cause the household members and guests not to, destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give prompt notice to the Housing Authority Office of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities so that documentation can be produced in order to assure that work is done in a timely efficient manner, as maintenance work cannot be performed without the proper paperwork;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location or on grass; not drive any vehicle on the lawn or grass; not to display vehicles for sale, not to grease, change oil, wash, or make major engine repairs to such vehicles; not to leave or park motorized vehicle in an inoperative condition;
- h. dispose of all garbage, rubbish, and other waste from the dwelling unit in a clean, safe manner and dispose of the discarded items in plastic garbage bags, fastened, and deposited in a proper receptacle.
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests. The Damage and Maintenance Service Charge Schedule is attached to this lease and is posted in the Authority's office;
- j. not to store or keep gasoline powered equipment (mowers, chainsaws, etc.) inside the apartment or keep or use inflammable materials inside the apartment, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or explosives (including fireworks); not to store auto parts, tires, batteries, etc. in or around the apartment unit;
- k. not to add or change locks on apartment doors;
- l. not connect garden hoses to any interior or exterior faucets or any other type of water supply on Housing Authority grounds;
- m. not allow extension cords and/or cable wires to run across floors, doorway thresholds, or on stairwells thereby creating tripping hazards. Any use of extension cords or cable wires must be positioned or secured to baseboards along the sides of walls to eliminate a potential tripping hazard. Doors must be able to close completely and not be restricted;
- n. to remove any personal property left on Authority property when Resident leaves, abandons, or surrenders the dwelling unit. Property left behind for such a period of time that it's reasonable to assume the Resident relinquishes any and all claim to said property will be disposed of by the Authority. Costs for removal and disposal shall be assessed against the former Resident;
- o. not have an LP gas grill on the property. Charcoal grills may be used but must be 50 feet away from any structure or building when in use. Cooking fires shall be constantly attended by a competent person until such time fire is fully extinguished. Disposing of charcoal or ashes in the yard is prohibited;
- p. not use a live Christmas tree. Only artificial trees may be used;
- q. not use a portable or inflatable swimming pool on the premises;
- r. not allow water to accumulate on the floor;

HADR Lease

- s. not shake, clean, or hang to dry dust mops, clothing, rugs, etc. from any windows, doors, stairs, or railings. Clotheslines are available to each apartment for this purpose;
- t. not remove any batteries from a smoke detector or fail to notify the Authority if the smoke detector is inoperable for any reason.

The Authority Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Authority. Provided that the Authority is not responsible for damages caused by the malfunction of a refrigerator or freezer, which causes damages to food or other personal property;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Authority;
- b. The Authority shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Authority shall make a provision for rent abatement if the dwelling unit is uninhabitable, and the Authority does not have alternative accommodations. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Authority's written permission:

- a. dismantle, change, add, remove, repair, or substitute any part of Housing Authority supplied appliances, electrical and/or other fixtures, or equipment in the dwelling unit;
- b. paint or install wallpaper, decals, or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install carpeting, resurface floors, or alter woodwork;
- g. install washing machines, dryers, fans (including ceiling fans), heaters, or air conditioners except and under the conditions prescribed by the Authority;
- h. place any aerials, antennas, satellite dishes, or other electrical connections on the dwelling unit/building or grounds;
- u. not display any signs whatsoever, and not to use tacks, nails, screws, fasteners, or any other hardware on any part of the premises including floors, walls, and ceilings except and under the conditions prescribed by the Authority.
- i. install additional or different locks or gates on any doors or windows of the dwelling unit;

HADR Lease

- j. plant trees, shrubs, vegetables or flowers on the grounds. All plantings must be containerized and kept on the front and/or back entries in such a way as not to impede egress or create a health or safety issue.

The Housing Authority provides the following appliances for the premises:

- ✓ Cooking Range
- ✓ Refrigerator

Air Conditioning/Space Heaters/Freezers: window unit air conditioners, space heaters, refrigerators, freezers, dishwashers or additional large appliances are not permitted without the prior written approval of the Housing Authority.

14. **ACCESS BY AUTHORITY:** The Authority shall provide a 24 hours written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, pest extermination or to show the dwelling unit for re-renting. The notice shall specify the date and purpose for the entry. The Resident may voluntarily sign a waiver of the two day notification requirement so that any needed maintenance work can be performed immediately. The Resident shall permit the Authority, his or her agents, or other persons, when accompanied by the Authority, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Authority may enter the dwelling unit at any time without advance notification when the Resident requests repairs, maintenance, or services.

The Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists or a court ordered search warrant has been presented.

By signing this lease agreement, the Resident acknowledges the requirement for monthly and annual inspections, testing of smoke alarms, and the replacement of HV/AC filters on an ongoing basis. These monthly and annual inspections will occur on the second full week of each month. Upon entering the apartment for monthly and annual inspections, the Authority will also check appliances and other equipment, systems, and housekeeping. During this period, the Authority may also perform maintenance and/or repairs discovered during these inspections.

15. **SIZE OF DWELLING:** The Resident understands that the Authority assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Authority's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed seven (7) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Authority, the Authority may terminate this lease.

If the Authority determines that a Resident must transfer to another unit, the Authority shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Authority's grievance procedures.

16. **LEASE TERMINATION BY AUTHORITY:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Authority shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

HADR Lease

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities, work orders, etc.), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification's, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Authority;
- f. failure to abide by necessary and reasonable rules made by the Authority for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- n. alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- o. failure to perform required community service or be exempted therefrom;
- p. failure to allow inspection of the dwelling unit;
- q. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- r. determination or discovery that a resident is a registered sex offender;
- s. law enforcement are called more than once due to disturbances caused by a family member or guest;
- t. failure to comply with adopted HADR Pet Policies; or
- u. any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Authority proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Authority's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease Termination required by this lease.

The Notice of Lease Termination from the Authority shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;

HADR Lease

- c. advise the Resident of the right to reply as he or she may wish, to examine the Authority's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Authority written notice at least 30 days prior to moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for one full month's rent after vacating the dwelling unit or to the date the dwelling unit is re-rented, whichever date comes first. The Resident shall also be liable for unit preparation fees incurred as a result of vacating the unit prior to the initial 12 month lease term.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Authority or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Authority will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **EXTENDED ABSENCE AND PROPERTY ABANDONMENT:** Resident must notify the Authority if all members of the resident household intend to be absent from the site for more than 14 consecutive days. If the Authority does not receive notice from a household of an intended absence, the Authority shall consider the household to have abandoned its apartment if:

- ✓ The unit has been unoccupied for more than 30 consecutive days

Any property left by the Resident upon surrender or abandonment of the premises may be disposed of within five (5) business days after notification to the Residents' last known address. The disposal of said property may be done by the Authority without recourse.

21. **DELIVERY OF NOTICES:**

Notice by Authority: Any notice from the Authority shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by first class mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Authority shall be in writing, and either personally delivered to the Authority at the Authority's Office, or sent to Authority by first-class mail, postage pre-paid and addressed to: The Housing Authority of Dry Ridge. If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health, safety, or well-being of other Residents or Authority employees; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction, shall be processed under the Grievance Policy. This policy is posted in the Authority's Office where copies are available upon request.

HADR Lease

23. **PETS:** The Resident agrees not to keep, allow, harbor, or “babysit” dogs, cats, or any other animal pets on the premises without the prior written consent of the Housing Authority of Dry Ridge and in accordance with the HADR pet policy.
24. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Authority from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
25. **EVICTION FOR CRIMINAL ACTIVITY:** In deciding to evict for criminal activity, the Authority shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family member, and the effects that the eviction would have on family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without the permission of the Authority. The Authority may require a family member who engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
26. **DISCRIMINATION PROHIBITED:** The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
27. **HOUSEKEEPING STANDARDS:** In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all Resident families.
- a. Authority Responsibility: The standards that follow will apply fairly and uniformly to all Residents. The Authority will inspect units periodically to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the Resident in writing if he/she fails to comply with the standards. The Authority will advise the Resident of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to the Resident requesting or needing assistance in complying with the Housekeeping Standards.
- b. Resident Responsibility: Resident is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease and can result in eviction.**
- c. Housekeeping Standards
- General—
- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 - (2) Floors: should be clean, clear, dry and free of hazards.
 - (3) Ceilings: should be clean and free of holes, fingerprints, and cobwebs.
 - (4) Windows/Window Tracks: should be clean and not nailed shut, caulk should smooth and undamaged, windows should be unobstructed in event of an emergency escape.
 - (5) Woodwork: should be clean, free of dust, gouges, or scratches.

HADR Lease

- (6) Doors: should be clean, free of grease, dirt, and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating/AC Closets: access should be uncluttered. The heating/AC closet is not to be used as a storage area by the resident.
- (8) Hallways: should be clean and free of hazards.
- (9) Stairwells: Should be clear and uncluttered with no visible tripping hazards.
- (10) Trash: shall be disposed of properly and not left in the unit (See Trash Collection Policy) or placed loose outside of the apartment.
- (11) Entire unit should be free of rodent and/or insect infestation.
- (12) Entire unit should be free of unsanitary odors resulting from poor hygiene and/or other housekeeping issues.

Kitchen—

- (1) Stove: should be clean and free of food, spilled food, and grease.
- (2) Refrigerator: should be clean and free of spilled food/drink. Door gaskets should be clean and free of spilled food/drink. Doors should close properly.
- (3) Cabinets: should be clean and neat. Cabinet surfaces should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and food. Dirty dishes should be washed and stored in a timely manner.
- (6) Food Storage Areas (Counter Tops): should be neat and clean free of spilled food.
- (7) Trash/Garbage: should be stored in a covered container or sealed trash bags until removed to the outside receptacle.

Bathroom—

- (1) Toilet and tank: should be clean, sanitary, and odor free.
- (2) Tub and Shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be of adequate length and positioned to avoid water collecting on floor outside of the tub.
- (3) Lavatory/Sink: should be clean and sanitary.
- (4) Exhaust Fans: should be free of dust.
- (5) Floor: should be clean and dry. Water should not be allowed to collect on the floor.

Storage Area—

- (1) Washer/Dryer Area: should be neat and clean. Remove lint from dryer lint filter after each use.
- (2) Closets/Storage Cabinets: should be neat and clean. No flammable materials should be stored inside the apartment.
- (3) Other Storage Areas: should be clean, neat and free of hazards.

d. Housekeeping Standards: Outside the Apartment

The following standards apply when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash, soiled diapers, toys, lawn furniture, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Ornamental Plants & Vegetables: Should be neat, clean, and free of weeds and unsightly overgrowth. Resident agrees that all plantings including ornamental plants, trees, shrubs, flowers and vegetables shall be potted and placed only on porch areas.
- (3) Porches (Front and Rear): should be clean, uncluttered, and free of any hazards. Any outdoor furniture and related items stored on the porch shall not impede access to the apartment.

HADR Lease

- (4) Steps (Front and Rear): should be clean and free of hazards.
- (5) Sidewalks: should be clean and free of hazards.
- (6) Parking Bays: should be free of debris and trash. There should be no car repairs in the parking areas and be free of inoperable or abandoned cars.

28. **WAIVER:** No waiver(s) of any condition or covenant of this Lease Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Lease Agreement.

29. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.

- a. The Authority will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the Authority may bifurcate this Lease Agreement in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease Agreement.
- c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Authority may terminate the Lease Agreement and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- d. Nothing in this section shall prohibit the Authority from terminating the Lease Agreement and evicting the Resident based on any violation of this Lease not involving domestic violence, dating violence, or stalking against the Resident or household member provided that the Housing Authority does not subject such a tenant to a more demanding standard than other Residents in making the determination whether to evict or to terminate assistance or occupancy rights.

30. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments:

- Damage and Maintenance Service Charge Schedule (may be updated)
- Pest Control and Extermination Notice (may be updated)
- House Rules

RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

Signatures:

HADR Lease

RESIDENT:

1) _____
Name Date

2) _____
Name Date

AUTHORITY:

Name Date

HADR Lease

Housing Authority of Dry Ridge
300 Meadowview Circle
Dry Ridge, KY 41035
859-824-4432

EMERGENCY MAINTENANCE TELEPHONE NUMBER
MONDAY THRU FRIDAY AFTER 4:30 P.M. PLUS WEEKENDS AND HOLIDAYS
(859)242-2785

DAMAGE AND MAINTENANCE SERVICE CHARGE SCHEDULE
MINIMUM CHARGES FOR SERVICES/REPAIRS/REPLACEMENTS (MISUSE AND ABUSE)

DUE TO COSTS CHARGED TO THE HOUSING AUTHORITY OF DRY RIDGE BY SUPPLIERS FOR MATERIAL AND SUPPLIES. THIS SCHEDULE IS SUBJECT TO PERIODIC REVISIONS. THE EXPENSES CHARGED TO RESIDENTS FOR ABUSE/MISUSE ARE DEVELOPED UPON A "TIME & MATERIALS" BASIS.

THE TIME CHARGES ARE BASED UPON THE PREVAILING WAGE RATE FOR THE MAINTENANCE PERSONNEL (MINIMUM ¼ HOUR). THE MATERIAL CHARGES ARE BASED UPON THE VENDOR COST TO THE AUTHORITY + 10% OVERHEAD ADDED.

- Tampering with a smoke alarm - \$25.00 (1st offense)
- Additional Housekeeping Inspection - \$25.00 per inspection (excludes initial monthly inspection)
- Remove/Correct improper cable wires/extension cords - \$20.00 (minimum)
- Shrub/Tree Treatment or Replacement/Seeding or Sod – as charged by nursery + 10%
- Range and Related Hardware Replacement – cost + 10%
- Refrigerator and Related Hardware Replacement – cost + 10%
- Commode Replacement – cost +10%
- Gas/Electric Meter Repair/Replacement – cost +10%
- Window Glass Installation/Repair – cost + 10%
- Set Abandoned Property Out of Vacated Apartment - \$25.00 (minimum)
- Haul Abandoned Possessions/Trash to Dump - \$50.00 (minimum)
- Clean Assigned Grounds & Parking Bays (after Notice) - \$20.00 (minimum)
- Mow/weed Unkempt Flowers and Vegetables - \$7.50
- Replace Ext. Door Lock Set due to lost apartment key(s) - \$35.00
- Unlock door for Resident to Apartment/during regular business hours - \$10.00
- Unlock door for Resident to Apartment/after regular business hours - \$25.00
- Lost or unreturned Parking Tags - \$2.50 per tag
- Lost or unreturned apartment entrance key - \$5.00 per key
- Labor/Trip Charges incurred because of fraudulent "emergency" call - \$50.00 (minimum)

Routine 'Plumber's Helper' (misuse)	\$10.00 (minimum)
Unstop Sink (misuse)	\$10.00 (minimum)
Unstop Commode (misuse)	\$10.00 (minimum)
Unstop Ext. Sewer Line (misuse)	\$65.00 (minimum)

HADR Lease

Clean Commode	\$35.00 (minimum)
Clean Range	\$75.00(minimum)
Clean Refrigerator	\$75.00(minimum)
Clean Trash Can	\$15.00 (minimum)
Remove Items from Roof	\$15.00 (minimum)
Paint Apartment:	
✓ Efficiency	\$250(minimum)
✓ 1 Bedroom	\$300 (minimum)
✓ 2 Bedroom	\$350(minimum)
✓ 3 Bedroom	\$400 (minimum)
✓ 4 Bedroom	\$450 (minimum)
✓ 5 Bedroom	\$500 (minimum)
Clean Apartment:	
✓ Efficiency	\$75 (minimum)
✓ 1 Bedroom	\$85 (minimum)
✓ 2 Bedroom	\$90 (minimum)
✓ 3 Bedroom	\$100 (minimum)
✓ 4 Bedroom	\$115 (minimum)

HADR Lease

HOUSING AUTHORITY OF DRY RIDGE

Pest Control and Extermination Notice

The Housing Authority of Dry Ridge makes every effort to provide a healthy and pest free environment for its residents. The Authority determines the extent of any problem and then provides the best possible treatment for the eradication of any pests.

Residents' cooperation with pest control and extermination treatments is essential. All apartments in a building must be treated for the plan to be effective. Residents are advised to notify the office upon the first sighting of pests in the apartment.

Residents will be informed at least 48 hours before any scheduled treatment.

OTHER INFORMATION

- ✓ Baits and/or spray may be used instead depending on situation.
- ✓ The bait and/or spray does not have an odor and are not offensive to persons with asthma or breathing problems.
- ✓ Do not remove the baits, as they remain effective for up to three (3) months.
- ✓ Keep your home free of trash, newspapers, and bags, empty beverage bottles, etc.
- ✓ Initially, you may see more roaches than before. This is normal, and not cause for alarm. The bait and/or spray is working by attracting the roaches from their hiding places. Allow 30 days for the baits to do their job.
- ✓ DO NOT USE YOUR OWN HOUSEHOLD SPRAYS OR FOGS. THEY WILL DESTROY THE EFFECTIVENESS OF THE BAITS. IF YOU STILL SEE ROACHES AFTER 30 DAYS, REPORT IT TO THE OFFICE AND A FOLLOW-UP TREATMENT WILL BE SCHEDULED.

Bed Bug Policy

Bed bugs are a growing national problem, and have recently become a local concern as well. This policy has been created for our public housing program. The purpose of the policy is to set forth the roles and responsibilities of all the parties involved to minimize the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without proper treatment. Therefore it is imperative that all parties work together toward a common goal, extermination and elimination. Left untreated, bed bugs can spread throughout an apartment/building affecting current and future tenants.

HA ROLES AND RESPONSIBILITIES

The H.A. of Dry Ridge is taking an active role in educating applicants, residents and staff about bed bugs. Information will be distributed during the application/briefing process as well as the initial lease up. Current residents that may not have received bed bug information during their application and lease, will receive information during the annual re-examination appointment.

Upon notification from the resident, H.A. of Dry Ridge will contact the pest control contractor to perform an initial inspection of the residence. If it is determined that bed bugs are present, HADR will provide the resident with the "Tenant Roles and Responsibilities" document. That document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, HADR will secure the resident's signature indicating understanding of the document. Upon successful completion by the resident of the roles and responsibilities, HADR will professionally treat the residence and perform follow up to ensure successful eradication.

In order to educate residents and minimize potential for the presence of bed bugs, HADR has created a 'Prevention Tips and Information' document. We will also utilize the resident newsletter with periodic articles on the prevention of bed bugs.

RESIDENT ROLES AND RESPONSIBILITIES

HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the resident's responsibility to call in a work order as soon as the presence of bed bugs is suspected. This will allow HADR to address the potential infestation at the onset and before bed bugs affect other tenants. In addition, the tenant must allow an initial inspection and be onsite when it is conducted. If it is determined that bed bugs are present, the resident must complete all items listed on the Resident Roles and Responsibilities prior to treatment and as soon as possible (estimate a 72 hour period to prepare and treat). This will help to minimize the severity of bed bug presence and resolve the problem quickly. A resident may be deemed in serious violation of the lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

FAILURE TO COMPLY

If treatment is scheduled and the exterminator determines that the resident has not performed the stated responsibilities, the following will occur:

1. Treatment will be cancelled by the exterminator.
2. The resident will be responsible for the costs that were incurred because of failure to comply with responsibilities. The cost of the treatment will be billed to the resident.
3. The dwelling lease may be terminated by H.A. of Dry Ridge for a serious lease violation.

Housing Authority of Dry Ridge

**HOUSE RULES
GUEST/VISITOR POLICY**

PURPOSE AND DEFINITIONS

The sole purpose of this policy is to prevent subsidy abuse. All visitors must have their own separate legal residence. Guests and visitors are not allowed use the residents address as their address and/or mailing address. Guests and visitors are also expected to follow all house rules. As resident, you are responsible for the actions of your guests. A "visit" of more than 14 days each year (consecutive or not) must first have the prior written approval of the Housing Authority.

PROOF REQUIRED

If the Housing Authority has any reason to suspect that a resident is housing an unauthorized guest or guests, the resident must prove to the Housing Authority that individual(s) has permanent residence elsewhere. If a resident doesn't provide acceptable proof within 14 days from the date of the Housing Authority's request, the Landlord may begin eviction proceedings for material noncompliance under Section 16 of the lease. Acceptable proof consists of two or more of the following:

- ✓ Valid lease with a valid receipt (for the current month);
- ✓ Copy of utility bill for the current month showing the person's name and address (electric, gas, phone, cable);
- ✓ Current paycheck stub showing name and address;
- ✓ Current bank statement (savings and/or checking) showing name and address;
- ✓ Copy of mortgage coupon showing name and address; and
- ✓ Deed to a house, if owned, showing name and address.

UNACCEPTABLE PROOF

The following proof will not be accepted:

- ✓ Driver's license
- ✓ Phone book listing
- ✓ Tax forms; and
- ✓ Other items which in the Authority's view are not likely to provide a current address.

HOUSE RULES
VEHICLE REGISTRATION/PARKING POLICY

PURPOSE AND DEFINITIONS

The sole purpose of this policy is to provide appropriate vehicle registration and systematic parking in limited spaces. All households are provided one assigned parking space per apartment unit. The maximum number of vehicles per apartment unit that may be registered with the Housing Authority is limited to the number of licensed drivers in the household, not to exceed three vehicles per household. Approved registered vehicles will be identified with a *Parking Permit* issued by the Housing Authority and must be clearly visible on the registered vehicle at all times.

Guests and visitors are permitted to park on the street near the apartment (except where parking is prohibited by signage or curbs identified by yellow paint). Guests and visitors are not allowed to park in another household's assigned parking space without that household's prior permission. As a resident, you are responsible for the parking and other actions of your guests. Improperly parked vehicles on Housing Authority property may be towed at the owner's expense.

Non-motorized items such as boats, trailers, etc. are not permitted to be parked on Housing Authority property.

PROOF REQUIRED

The household must provide copies of the appropriate registration for each vehicle owned/leased with the Housing Authority of Dry Ridge at the time of the initial move-in or upon purchasing a new vehicle. If a household doesn't provide acceptable proof within 14 days from the date of the Housing Authority's request, the unregistered vehicle(s) may be removed from Housing Authority property, at the owner's expense. To be properly registered, acceptable proof of the following must be provided for each vehicle:

- ✓ Current Vehicle Registration for each vehicle
- ✓ Current Proof of Liability Insurance for each vehicle
- ✓ Current Driver's License for each licensed household member
- ✓ Current License Plate/Tag for each vehicle

HOUSE RULES
EXTENDED ABSENCES AND ABANDONMENT

1. **Notice of Extended Absence.** A household must notify the Authority in writing if all members of the household intend to be absent from the site for more than 14 consecutive days.
2. **Limits on Extended Absence.** A household may not be absent from the site for longer than 30 consecutive days, or 180 days if the absence is due to medical reasons, without losing its right to tenancy in the unit. If a household exceeds the limit for absences, the Authority will take appropriate legal action, including termination of assistance, and eviction. A household may request in writing to have a longer absence approved, but only if there are extenuating circumstances.
3. **Abandonment.** If the Authority does not receive notice from a household of an extended absence, management shall consider the household to have abandoned its unit if:
 - a. The Authority believes the unit has been unoccupied for more than 30 consecutive days
4. **Inspection and Notice.** If the Authority considers a unit to be abandoned, management will:
 - a. Enter the unit to conduct an emergency inspection, and
 - b. Attempt to notify household members that it considers the unit abandoned by sending notice to the household's address at the site and to the address (es) of any emergency contacts the household gave to management.
5. **Legal Action.** If household members do not respond to the Authority's written notice within 15 days of the date of the notice, management will take appropriate legal action, including termination of assistance, and eviction.
6. **Storage and Disposal of Abandonment Property.** Once the Authority has gotten an eviction order, it will take written and photographic inventory of any abandoned property in the unit and store it for five (5) business days, after notification to the household's mailing address. If the household or emergency contact does not claim the property during that period, management will then give the property to a charity it designates. If the charity refuses to take the property, management will dispose of it by any means available. The disposal of said property may be done without recourse.