

HOUSING AUTHORITY OF DRY RIDGE
300 MEADOW VIEW CIRCLE
DRY RIDGE, KENTUCKY 41035
606 824-4432

DWELLING LEASE

HOUSING AUTHORITY OF DRY RIDGE does hereby lease to _____
apartment located _____ under the following terms and conditions:

INITIAL PERIOD OF LEASE AND RENT

The lease shall be for a period of _____ days. *(See note) Rent is to be made in monthly
payments of \$ _____ which is payable on or before the first day of the month. Prorated rent of
_____ for the partial month of _____ is payable on or before the first date of occupancy.
(note)

e. The lease period shall be for a period of not less than 91 days. Prorated rents only apply if the first date
of occupancy is to begin on any day after the first day of the month.)

AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT

This dwelling lease shall be renewed automatically for successive monthly periods at a rental of
_____ or at another rental rate hereafter reestablished in accordance with Section
_____ of this lease. Rent shall be paid in advance on or before the first day of each month at the Housing Authority's
or such other collection office as shall be designated by the Housing Authority. If in the event the rent is
not paid by the _____ day of the month, a \$ _____ late charge will be assessed.

UTILITIES

The housing authority agrees to furnish utilities to the resident in accordance with the schedule posted in
the housing authority office.

The housing authority shall not be liable for failure to furnish utilities by
_____ of any cause beyond its control. The resident shall not waste utilities. *The resident gets*

SECURITY DEPOSIT

A. The resident agrees to make a security deposit in the amount of \$ _____, \$ _____
on acceptance and rental of the apartment, and \$ _____ per month each month until the balance is
full. The security deposit will be refunded to the resident upon vacating, provided:

1. Proper notice is given and all rents and other charges are paid; and
2. The apartment and its equipment are left clean; and

2. Lead-Based Paint disclosure rule. As of September 6, 1996, a new Lead-Based Paint disclosure rule went into effect for property owners with more than four units in place. Property owners must warn the consumer (tenant) about lead-based paint and should include this language in their lease. The required language that must be included in the lease is in the brochure entitled "Protect Your Family from Lead in Your Home." The brochure can be obtained by contacting the National Lead Information Center at 1-800-LEAD-FYI.

Example of wording that can be used in the Dwelling Lease acknowledging that the tenant received the Federally approved booklet on the Lead-Based Paint disclosure rule (Protect Your Family from Lead in Your Home dated May 1995).

In 1996, a Federal law was passed that required individuals receive information about lead-based paint before renting, buying, or renovating pre-1978 housing. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

Also, tenants ~~must~~ receive a Federally approved pamphlet ^{and} on lead poisoning prevention and ~~must~~ sign the required Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form. Please find attached at the end of this letter the Lead-Based Paint pamphlet and the Lead-Based Paint disclosure form.

3. Termination/Non-Renewal of Lease. It shall be cause for immediate termination of the tenancy of a public housing tenant if such tenant, or a household member or guest: 1) is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or

1. Any drug-related criminal activity, on or near the public housing premises. Drug-related criminal means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S. C. 802). Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence

2. Alcohol abuse that is determined by the housing authority to interfere with the health, safety, or right of full enjoyment of the premises by other residents.

3. Any violation of Paragraph 7 is a serious violation of a material term of the lease, and is good cause for termination of tenancy and for eviction from the apartment.

OBLIGATIONS OF HOUSING AUTHORITY - The authority agrees:

1. To maintain the premises and the project in decent, safe and sanitary condition.

2. To Comply with requirements of applicable building codes, housing codes, and HUD regulations affecting health and safety.

3. To make necessary repairs to the premises.

4. To keep project buildings, facilities and common areas, not otherwise assigned to the resident for their use and upkeep, in a clean and safe condition.

5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators, supplied or required to be supplied by the housing authority.

6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the resident in accordance with paragraph 6.e.

7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at all reasonable times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is not generated by the building within the exclusive control of the resident and supplied by a direct connection.

8. To notify the resident of the specific grounds for any proposed adverse action by the housing authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the resident to another apartment, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

a. When the housing authority is required to afford the resident the opportunity for a hearing under the housing authority's grievance procedure for a grievance concerning a

proposed adverse action, the notice shall inform the resident of the right to request such a hearing.

b. the notice of the proposed adverse action shall inform the tenant of the right to request such hearing. In the case of a lease termination, the notice according to Section 12 shall be adequate notice.

In case of proposed adverse action other than a proposed lease termination, the housing authority will not take the proposed action until the time for the resident to request a grievance hearing has expired and (if a hearing was timely requested by the resident) the grievance process has been completed.

I. - For all aspects of the lease, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the apartment equal to a disabled person.

INSPECTIONS - Right of Entry and Repairs:

A. Prior to commencement of occupancy by the resident, the housing authority and the resident or representative shall be obligated to inspect the premises. The housing authority will furnish the resident with a written statement of the condition of the premises, the apartment, and the equipment provided with the apartment. The statement shall be signed by both parties (resident and housing authority) and a copy of the statement shall be retained by the housing authority in the resident's file.

On move-out, an inspection will be made in accordance with Section 4.B

B. Management shall upon reasonable advance notice to the resident, be permitted to enter the apartment during reasonable hours for the purpose of making inspections, maintenance, repairs, or for showing the apartment for leasing. Except in the case of an emergency, the housing authority will give the resident written notice of at least two days specifying the purpose of entry. Such notice shall be considered reasonable advance notice. A resident request for maintenance shall constitute advance notice required to enter the apartment for any repairs. The housing authority may enter the apartment at any time without advance notification when there is reasonable cause to believe an emergency exist.

In the event that management must enter without advance notice due to an emergency and the resident and all adult members of her/his household are absent from the premises at the time of entry, the housing authority shall leave in the premises a written statement specifying the date, time and purpose of entry prior to leaving the apartment.

C. The resident agrees ^{to} promptly notify the housing authority office when any repairs to the apartment or equipment are necessary. The housing authority will make regular (annual) apartment inspections to determine whether repairs are needed in addition to those reported by the resident.

D. If the apartment is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.

(1). The resident shall immediately notify the housing authority management of the damage.

(2). The housing authority shall be responsible for repair of the apartment within a reasonable time. PROVIDED, that if the damage was caused by the resident, residents' household or guest's, the reasonable cost of the repairs shall be charged to the resident, residents' household or guest's, the reasonable cost of the repairs shall be charged to the resident.

(3). The housing authority, shall offer standard alternative accommodations, IF AVAILABLE, where necessary repairs can not be made within a reasonable time, and

(4). Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as an apartment if repairs are not made in accordance with D. 3 of this section, except that no abatement of rent shall occur if the resident rejects the alternative accommodation or if the damage was caused by the resident, residents' household or guests.

E. The resident agrees to pay, when billed, for repairs for damages caused by herself/himself, or of her/his family or her/his guest, which shall be due and collectable two weeks after the housing authority's written notice of the charges. Such charges shall be billed to the resident and shall specify the items damages involved, correctional action taken, and the cost thereof. Charges shall be explained when work is signed and shall be in accordance with the schedule of charges properly posted.

F. The resident agrees not to make any repairs or alterations without the written consent of the housing authority.

LEGAL NOTICES

Any notice required hereunder will be sufficient if delivered in writing to the resident personally, or to a member of her/his family residing in the apartment, or if sent by prepaid first class mail, properly addressed to the resident, postage prepaid. Notice to the housing authority employees at the housing authority, or sent to the housing authority by prepaid first class mail, properly addressed. If the resident is visually impaired, all notices must be in an accessible format.

TERMINATION OF LEASE

A. Notices shall be written by either party to this lease and may be given on any day of the month. A 30-day written notice will be given by the housing authority for non-payment of rent or other charges. A 30-day written notice will be given by either the housing authority or the resident of termination for any other reason. A reasonable notice will be given commensurate with the exigencies of the situation in any case (but not to exceed 30 days) where continued occupancy might cause or maintain a threat to the health or safety of other residents or housing authority employees or property.

B. The notice of termination or non-renewal to the resident shall state the specific grounds for the termination or non-renewal, shall inform the resident of their right to reply if they wish. The notice shall inform the resident of the right to examine housing authority documents directly relevant to the termination, non-

- 3. There is no damage to the apartment and its equipment beyond that due to normal wear and use; and
- 4. The apartment keys are returned to the housing authority office.

B. The security deposit will not be refunded until after the resident has vacated and the apartment had been inspected by the housing authority. The resident will be given written notice of the charges, if any, for that which the resident is responsible. Resident and/or his representative may join in such inspection unless the resident vacates without notice to the housing authority. The security deposit may not be used to pay rent or other charges while the resident is in occupancy.

5. REDETERMINATION OF ELIGIBILITY, RENT AND APARTMENT SIZE

The resident agrees to provide when requested by the housing authority, and in the form prescribed that the housing authority, facts, information, certificates, releases to obtain information, as to the composition of their family and their ages, income and assets of its members. Any redetermination of eligibility, to include the frequency of regular redeterminations and the basis for interim redeterminations, rent, and apartment size will be made in accordance with the adopted policy for Admission and Continued Occupancy Policies with the adopted policy for Admission and Continued Occupancy Policies and procedures (ACOPP) and Income Limits available in all offices of the housing authority. The resident agrees that the information provided to the housing authority through the annual recertification/reexamination process will become a part of this lease and any such recertification/reexamination forms are incorporated by reference into this lease as if fully set out herein.

The resident agrees to transfer to an appropriate size apartment based on family composition, upon appropriate notice by the housing authority that such apartment is available.

When the housing authority redetermines the amount of the rent payable by the resident or determines that the resident must transfer to another apartment based on family composition, the housing authority shall notify the resident that the resident may ask for an explanation stating the specific grounds of the housing authority determination and that if the resident does not agree with the determination, the resident shall have the right to request a hearing under the housing authority's grievance procedure.

6. OBLIGATIONS OF RESIDENT - The resident agrees to abide by the following, each of which are material provisions of this lease agreement, and a violation of one or more of these provisions are considered serious breaches of the lease and are grounds for termination of the lease:

- A. Not to assign this lease or sublease the apartment.
- B. Not to provide accommodations to boarders or lodgers.
- C. To use the apartment solely as a private apartment and not to use or permit its use for any other purpose but as an apartment for the resident and the resident's household. The resident agrees that they will not allow or permit any other person except those listed below to reside in or use the apartment.

or eviction. When the housing authority is required to afford the resident the opportunity for a hearing under its grievance procedure.

C. Any notice to vacate which is required by state or local law may be combined with or run concurrently with the notice of lease termination or non-renewal set out in this section.

D. If the housing authority is required according to its grievance procedure to afford the resident the opportunity for a hearing concerning the lease termination or non-renewal, the tenancy shall not terminate (even if notice to vacate under State or Local law has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.

E. If the housing authority is not required to afford the resident the opportunity for a hearing according to its grievance procedure for a grievance concerning the lease termination or non-renewal and the housing authority has decided to exclude such grievance from the housing authority's grievance procedure, the notice of lease termination or non-renewal shall:

(a). State the resident is not entitled to a grievance hearing on the termination or non-renewal,

(b). State the judicial eviction procedure to be used by the housing authority for eviction of the resident, 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.

(c). State whether the eviction is for a criminal activity which threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the housing authority or any drug related criminal activity on or near the premises.

(Note. Exclusions must meet regulatory requirements. Due process determinations can only be made by HUD. Currently only Uniform Act jurisdictions have received a Due Process determination.)

GRIEVANCE PROCEDURE

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of the housing authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the housing authority's office and incorporated herein by reference. The procedure is followed in compliance with applicable HUD regulations.

CHANGES

This lease, together with any future adjustments of the apartment rent, evidences the entire agreement between the housing authority and the resident. all changes to this agreement shall be made in writing, signed and accepted by both parties except those made in accordance with Section 5 above.

This lease executed this ____ day of _____, 19__ at _____.

By: _____
Executive Director/Designee

of Household

e or family member