



HOUSING AUTHORITY OF THE CITY OF SEATTLE
SUBSIDIZED HOUSING DWELLING LEASE

This Agreement is made and entered into between The Housing Authority of the City of Seattle OR Housing Authority of the City of Seattle ("SHA" or "Landlord"), as managing agent for [NAME OF LP OR 501©3] and the undersigned individual(s) ("Resident") for lease of the Unit identified below ("Unit"):

RESIDENT ID: _____ UNIT ID: _____
HEAD OF HOUSEHOLD: _____ ADDRESS: _____
Seattle, WA 981

*LEASE TERM BEGINS:

**UNIT MARKET RENT: \$ _____ ORIGINAL MOVE-IN: _____

UTILITY ALLOWANCE: \$ _____

***RESIDENT RENT: \$ _____ PRORATED AMOUNT: \$ _____

SECURITY DEPOSIT: \$ _____ (If Applicable)

Program Type: Tax Credit Combo unit:
" LIPH " SLIHP "Yes " No
" SSHP

RESIDENT PAID UTILITIES: _____

LANDLORD PAID UTILITIES: _____

*The Lease is for one year from the date set forth above. Unless terminated as provided herein, this lease renews annually, as required by U.S. Department of Housing and Urban Development (HUD) regulations for participants in the Low Income Public Housing (LIPH) and Streamlined Low Income Housing Program (SLIHP) programs at the effective date of the household's annual recertification. For participants in the Seattle Senior Housing Program (SSHP), it renews on the anniversary of the effective date of the household's periodic recertification. The Lease shall not renew if members of the household violate Section VIII (T).

**Unit Market Rent stated above is not static. It is updated periodically to reflect the current rental value of the unit. Updated Market Rent amounts are available to Resident upon request.

***Resident's portion of the rent stated above is not static. It may change from time to time during the term of agreement as governed by SHA's rent calculation policy. See Section VII.

Residents under this lease may seek protections provided by 24 CFR part 5, subpart L, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

Based on payment of all charges and observance of all terms, Resident and authorized members of the household have the right to the exclusive use and possession of the Unit and a revocable license to access

common areas of the building and grounds, including designated parking areas and walkways (“Premises”) in accordance with SHA policies and the terms of the Lease.

All SHA policies, House Rules, or revisions to those policies are hereby incorporated into this Lease by this reference. Policies are available for review at the Management Office or online at www.seattlehousing.org. House Rules are attached to this lease. Any modifications or amendments to the lease (other than modifications or amendments to household income, composition and tenant’s portion of the rent) shall be in writing, signed by both SHA and Resident(s).

I. USE OF UNIT

Resident will use and occupy the Unit exclusively as a private residential dwelling for Resident's household, and for no other purpose, except as allowed in the Lease and House Rules. The Unit shall be the only residence of each household member. During the term of this Lease, Resident will not occupy or receive rent or other financial assistance for any other residence, including but not limited to any assisted under any federal, state, or local housing assistance program. Residents are responsible for their own conduct and that of their guest(s), including the responsibility for understanding and observing all policies and rules. Resident agrees to comply with all laws, rules, policies and regulations relating to the use or occupancy of the Unit and or relating to eligibility to reside in the Unit, as now exist or as may be modified or revised by SHA or HUD.

A. Subleasing and Guests

- 1. Subleasing.** Resident will not assign this Lease, sublet or transfer possession of the Unit, or allow boarders or lodgers in the Unit, whether for compensation or not.
- 2. Guests.** Resident may have guest(s) at the Premises for no more than fourteen (14) days in a three-month period unless a longer period is approved by SHA in advance and in writing. Guests who remain in the Unit for more than fourteen (14) days in a three-month period will be considered a boarder or lodger.

Further, multiple frequent guests that rise to the level of heavy or excessive traffic to a resident’s unit is prohibited. Upon a finding of excessive traffic, SHA may require Resident to establish that the unit is not being used for a commercial (including but not limited to lodging) or for an illicit use.

If Resident abuses the guest policy, SHA may limit the number of guests allowed in the unit and the time guests may come and go from the unit.

Resident may request to add members to their household and should inquire with their property management team when considering whether to add someone to their lease.

- B. Extended Absences.** Any household member shall inform SHA in writing of any absences from the Unit of sixty (60) days or more and no household member shall be absent from the Unit for more than 120 days. Failure to get prior written approval of absences in excess of sixty (60) days constitutes a material breach of this Lease and may result in termination of this Lease as provided in Section XIII below.

II. CONDITION OF UNIT

Resident acknowledges that Resident has inspected the Unit and that it is clean and in habitable condition and that all appliances and equipment in the Unit are in good working order, except for damage or other conditions described on the Unit Condition Checklist. Resident also acknowledges

that SHA has made no promises to decorate, alter, repair or improve the Unit, except as listed on the Unit Condition Checklist.

III. RENT PAYMENTS

Rent is due on the first day of the month in advance, without demand or billing at the place designated by SHA. Rent includes the monthly rent plus utilities, if any, and any other periodic amounts that apply to the tenancy such as payments on a rent repayment agreement.

- A. Application of Payments.** Unless Resident is under eviction for non-payment of rent, all payments submitted by Resident will be applied first to any outstanding rent, then to current rent, then to any other charges on the Resident's ledger. Rent includes the monthly rent plus utilities, if any, and any other periodic amounts that apply to the tenancy such as payments on a rent repayment agreement. If the Resident is under eviction, SHA may, at its discretion, reject any payment or apply such payment as permitted by law.
- B. Late Payment.** A late charge will be assessed in accordance with the late fee schedule for any rent payment received after the seventh (7th) day of the month.
- C. Returned Checks.** If Resident's rent check, or any check tendered by Resident or on Resident's behalf, is returned for any reason, Resident may be assessed a non-sufficient funds (NSF) fee as established and periodically updated by SHA, and be subject to a late fee. Thereafter, SHA may require future payments be made by cashier's check or money order.
- D. Outstanding Balances.** Any outstanding balance owed to Landlord by Resident on a prior lease with any SHA owned or operated unit shall transfer to Resident's new "Tenant Ledger" and such amount is due under this lease. Any transferred rent or rent rolled into a "Repayment Agreement" retains the character of rent until it is paid in full.
- E. Rental Period and Rent Due Date.** The rental period of this tenancy is the first of the month through the end of the month, regardless of the date the rent is due under this Agreement.
- F. Acceptance of Rent Non-Waiver.** Tenant is obligated to pay rent when due, regardless of the status of the tenancy, including but not limited to when tenant is out of compliance with obligations under the Lease or after SHA has issued a statutory notice to pay or vacate, comply or vacate, or a notice to terminate the tenancy. No receipt of monies by Landlord from or on behalf of Resident shall waive landlord's right to issue or proceed with lease enforcement, up to and including termination.

IV. CHARGES

Resident shall pay, when due, all charges on Resident's account. If such costs include utilities, such charge is considered rent. Other such charges include, but are not limited to, late fees; lock outs (including the amount invoiced to SHA by 3rd parties); costs incurred by SHA related to Resident's failure to perform Resident's obligations under this Lease; and damage to the Unit or Premises caused by Resident, household members, guests or invitees, up to and including, but not limited to, damage caused by fire or other catastrophic loss. Any additional charges are due and owing two (2) weeks after the charges are posted to Resident's account or on the first day of the month following the date charges are posted to Resident's account, whichever is longer.

V. SECURITY DEPOSIT

Resident is required to pay the refundable security deposit shown on Page 1 of this lease or enter a repayment plan for the same. Upon vacating, the security deposit shall be refunded less deductions for any amount owing, including, but not limited to damage to property in excess of normal wear and tear, unpaid rent, unpaid utility charges and unpaid sundry. If tenant enters a payment agreement to make periodic payments on the deposit, such amount is due with rent and is considered rent until paid in full. Security deposits are currently held at Key Bank, 1301 Fifth Avenue, Seattle, WA 98101. SHA will provide Resident notice of any change in the depository institution. Resident is not entitled to any accrued interest on the deposit.

VI. UTILITIES

Resident shall apply for and pay all applicable utility charges shown on Page 1 of this Lease. When Resident has been afforded an allowance for tenant paid utilities, that allowance is subtracted from Resident's calculated rent. If Resident's utility costs exceed the allowance, no additional allowance is provided and Resident is responsible for paying the full and actual utility charges accrued. Resident hereby authorizes Puget Sound Energy, Seattle City Light, and other utility companies to release to SHA information regarding Resident's household's consumption and billing history to assist SHA in establishing and updating the utility allowance schedule required by the Department of Housing and Urban Development (HUD).

VII. REPORTING HOUSEHOLD INCOME AND FAMILY COMPOSITION, AND SIZE OF UNIT

Rent in the HUD funded programs is calculated based on the Household's adjusted gross household income and may be recalculated at any time during the term of this Lease.

Rent in the Low Income Public Housing (LIPH) program (including SLIHP) is a percentage of the household's adjusted gross income less a utility allowance when tenant is responsible for utilities.

Rent for Residents in the Seattle Senior Housing Program (SSHP) is set by a tiered schedule of rents which is determined by the Household income bracket after calculating the Household's adjusted gross income.

To ensure that each Household receives the proper rent and subsidy, SHA is required to review each Household's income and household composition. Regular reviews are held either every year or every three years, depending on household information. If income or households change between these reviews, Households are required to report these changes to SHA. Households shall comply with the following reporting requirements:

A. Reporting Household Income. Upon SHA's request, Resident shall provide all information required to complete the recertification by the date specified in SHA's request. After the information is verified by SHA, the information is used to determine continuing eligibility and calculate rent. Once rent is established, rent will remain in effect until the next review of income unless, during the interim, Resident experiences a change in circumstances or if there is a mistake in the calculations, a change in the law, regulations, SHA policies directly affecting the current rent calculation, or a finding that Resident is no longer eligible to receive the subsidy. Upon such change in circumstances, Resident shall notify SHA of Resident's change(s) in income as explained below in this Section at C. Reporting Changes to Household Income.

B. Failure to Provide Complete and Accurate Household Income Information. If Resident is undercharged rent as a result of Resident's failure to provide complete, timely and accurate income information to SHA, Resident will pay the difference between the amount of rent

actually paid and the amount of rent that would have accrued at the time Resident's household income increased. Under these circumstances Rent will be applied retroactively, and any grace period allowed, if timely and accurately reported, is extinguished. Thereafter, Resident will pay the properly calculated rent. Failure to timely and accurately report income is a material breach of this Lease which may result in termination of this Lease as provided in Section XIII.

- C. Limitations for Families who are Over-Income in the Public Housing Program.** Families whose annual income exceeds 120% of the Median Area Income (AMI) and have remained in the SHA unit for 24 consecutive months thereafter, are terminated from the HUD subsidy program and are not eligible to remain in the public housing program. Over-income families will have an additional 6 month period to vacate. If the household remains in the SHA unit after the 6 month period has passed, the household will be subject to a judicial action terminating the household's right to possession and evicting the household from the unit. The household will not have any Public Housing protections, such as a grievance hearing or opportunity to transfer, nor will SHA recalculate the household's income and rent as the household is no longer a participant of the HUD subsidy program.
- D. Reporting Changes to Household Income.** Resident shall report change(s) in household income within fourteen (14) calendar days from the date of the change(s). Resident will complete the designated SHA form, which is available through your property manager and the Resident Portal, describing the change and declaring the household's total income. Once SHA has verified the reported change(s), the rent will be adjusted (recalculated) in accordance with SHA's rent policies. Households must report income from household members who become 18 at their next reexamination. Households must report income from household members who were but are no longer full-time students within 14 days of losing full-time student status.
- E. Reporting Household Composition.** Resident shall report the removal of any household members within fourteen (14) calendar days of the household member's departure. Any addition to the household, (including but not limited to Live-in Aides) requires prior written approval by SHA as designated in this Section VII(F) below. Resident shall also confirm the household composition at each recertification, providing such information as requested by SHA no later than the date specified in SHA's request. After the information is verified by SHA, it is used in calculating the rent. The number of household members also determines the unit size for which the household is eligible. Once the resident has been informed by SHA that the number of people in their household no longer qualifies them for their current unit, they must move to the appropriately sized unit identified by SHA (as described in Section VIII) and may not add new people to their household unless approved by SHA.
- F. Failure to provide complete and accurate household composition.** Failure to provide complete and accurate household composition, notify SHA of any departure or allowing someone to move into the unit without notice and without receiving SHA's prior written permission is a material breach of this Lease and may result in additional rent being due and lease enforcement, up to and including termination of this Lease as provided in Section XIII below.
- G. Reporting Changes to Household Composition:**

1. With the exception of children born to members of the household, Resident must receive prior written approval from SHA to add a new member(s) to the household and SHA may, in accordance with its policies, withhold approval.
2. Resident may request permission from SHA for a Live-in Aide. In accordance with its "Live-in Aide" policy, SHA may approve such request. Resident must have prior written approval from SHA before a Live-in Aide is added to household.

VIII. RESIDENT RESPONSIBILITIES

Resident, Resident's household members, guests, and invitees must comply with the obligations listed below:

- A. Shall cooperate with SHA to provide a safe, secure, and sanitary living environment for all residents, including but not limited to:
 1. Presenting photo identification upon request to security or management personnel when entering or when present in the common areas of the Premises or, upon SHA's request/demand for such information to confirm the identity of non-residents when entering the building or at other times for a valid business purpose(s) (tenant or guest's failure to provide such information is a material violation of the lease and subjects the guest to being trespass admonished from the Premises.);
 2. Not allowing unsafe or unsanitary conditions on the Premises, and reporting any such conditions to SHA site Management as soon as practicable;
 3. Refraining from acting or speaking in an abusive or threatening manner toward any person, including but not limited to: neighbors, guests, invitees, SHA employees, it's contractors, invitees and any others at the Premises;
- B. Shall comply with all applicable HUD regulations, federal, state and local laws, orders, rules and other regulations that are incorporated into this lease by this (and other) reference.
- C. Shall not engage in any illegal activity or any other conduct that unreasonably interferes with the peaceful or quiet enjoyment of other residents, guests, invitees or other persons residing in the immediate vicinity of the Premises;
- D. If a unit that is designed or constructed to be more accessible for persons with disabilities or that is certified as complying with the Uniform Federal Accessibility Standards (UFAS) is occupied by a Resident who is not disabled or who has a disability that does not require UFAS or other disability features, such Resident may be required to transfer to a different unit to allow a disabled resident use of the specially designed or constructed unit. Resident will be provided no less than 30 days' notice of the planned move and shall move within 7 days' notice after being assigned the new unit.
- E. If a Resident is given notice of being re-assigned to a larger or smaller unit because of household size (also known as "right-sizing"), or if SHA is reassigning a household to a different unit to meet a SHA objective, Resident will be provided no less than 30 days' notice of the planned move and shall move within 7 days' notice after being assigned the new unit.
- F. Shall keep the Unit and the Premises in a safe and sanitary condition and comply with all health and safety regulations and policies concerning the Unit, the Premises, and the community. If resident fails to keep the unit in a good and sanitary condition, Resident agrees

to obtain and work with a third-party case management service to meet such obligation under this lease;

- G.** Shall report promptly to the Management Office any breakage, or damage to the Unit or Premises, including, but not limited to Unit's life safety equipment (smoke detectors and other emergency alert systems), broken window(s) or fire doors, etc.;
- H.** Shall not tamper with any fixture or building system, including but not limited to, electrical systems including outlets, and plumbing systems, including not leaving any items that would clog showers, toilets or sinks in the drain areas. Tenant shall not put paper or other personal hygiene products in the plumbing system except when using the toilet and using flushable toilet paper. Tenant shall not tamper with any fire, safety or other life support systems located in the Unit or on the Premises, including fire suppression sprinklers, fire extinguishers, equipment, or fuse boxes and Tenant shall not prop open security / fire designated common area doors; shall keep the unit door closed, except for momentary ingress/egress as required by the Seattle Municipal Fire Code. Tenant is responsible to pay any false alarm fees or charges for falsely activating the fire alarm system at any SHA property;
- I.** Shall not smoke or vape any substance in any dwelling Unit or common areas on the property;
- J.** Shall not use the Premises for any hazardous activity and will not conduct any unauthorized business activity or illicit activity on the Premises;
- K.** Shall properly dispose of all ordinary household rubbish, garbage and all other waste in a clean and sanitary manner at reasonable and regular intervals; and place all compostable and recyclables in the containers designated for such according to applicable collection schedules. Furniture or other large items and electronics may not be disposed of at the property unless Resident receives specific written authorization by site Management for such disposal;
- L.** Shall maintain the Unit's utility services and use utilities for the Resident's household only and in a reasonable manner;
- M.** Shall properly use and operate all electrical, gas heating, plumbing and other fixtures and appliances;
- N.** Shall not destroy, deface, damage or remove any part of the Unit or Premises, including the equipment, furniture, furnishings, walls (including paint) and appliances; and will promptly pay the full costs of repairing or replacing anything damaged by Resident, or Resident's household members, guests, or invitees;
- O.** Shall not paint or make alterations to the Unit, or Premises without prior written permission from SHA. (Permission given for specific alterations does not constitute permission for any other alterations. If alterations are made, with SHA's approval or not, Resident will pay the full costs of restoring the Unit to its condition at move-in);
- P.** Shall not permit any nuisance or waste;
- Q.** Shall not allow any pet(s) or assistance animal in the Unit without SHA's prior written permission, and will comply with the terms of SHA's applicable policies regarding pets

(including pet neutering and spaying before bringing the pet into the unit) and pay any deposit required;

- R. Shall take reasonable and necessary precautions to prevent damage, including but not limited to, fire or water damage, and will promptly pay any costs incurred by SHA or a third party in repairing such damage;
- S. Shall not affix any devices to any part of the unit or premise.
- T. Shall participate in community service or self-sufficiency activities as required by law and/or SHA policy.

IX. NOTICES

- A. To SHA: Any notice required by this Lease shall be in writing and personally delivered by Resident to SHA's staff at the Management Office during normal business hours, or as required by law.
- B. To Resident: Any notice, billing or other written communication to Resident is deemed sufficient if delivered personally to Resident, delivered to a person in the unit, or posted on the unit or mailed to Resident at the address on this Lease, or as otherwise required by law.

X. ENTRY

- A. SHA may enter the Unit at any time when SHA has reasonable cause to believe an emergency exists or reasonably believes the Unit to be abandoned.
- B. Upon giving at least two (2) days advance written notice, SHA may enter the Unit during reasonable hours for the purpose of making improvements or repairs, performing inspections, or showing the Unit for re-leasing. Resident may not unreasonably deny entrance into the unit.
 - 1. SHA staff will leave a written statement at the Unit specifying date, time and purpose of entry if an adult member of the household is not present at the Unit.
- C. Resident may not change locks or install additional locks to the Unit without prior written approval by SHA.

XI. MAINTENANCE

- A. SHA will maintain the buildings, facilities (including plumbing, heating, electrical systems, elevators, appliances), common areas and grounds, in a decent, safe and sanitary condition.
- B. SHA will make needed repairs to the Unit within the time required by law or within a reasonable time after Resident notifies SHA, in writing, of the defect or damage.

XII. SEVERE DAMAGE OR CONTAMINATION

If a unit is damaged by fire or other catastrophic event rendering the unit uninhabitable and/or rendering the contents of the unit a significant or total loss, or a significant hazard to others, SHA will immediately take back the unit and notify the household that it will be disposing of any personal effects contaminated or considered a total loss. If resident disagrees with SHA's assessment and there is no emergent need for SHA to continue with the vacate of the unit, resident shall contact SHA within 3 days of SHA's notification to the household to advise that they will be hiring, at resident's sole cost and expense, a qualified contamination/salvage company to assess the damage. Any company hired by resident shall perform such inspection as soon as practicable,

but in no case greater than 14 days after SHA's initial notice referenced herein, and thereafter continue with any salvage of items from the unit to be complete within 21 days of SHA's initial notice. Resident is liable for any salvage costs Resident undertakes with a third-party salvage company.

XIII. TERMINATION OF LEASE

- A.** By Resident: After the initial lease term, Resident may terminate this Lease by giving SHA written notice of Residents' intent to vacate at least twenty (20) days prior to the end of the month. Should Resident vacate during the initial lease term, Resident shall be liable for rent to the end of the Lease term or until the unit has been re-rented. After the initial Lease term, if Resident provides notice but fails to provide timely notice, Resident will be liable for rent for the month after the notice is provided. If Resident fails to give any notice, Resident will be liable for rent to the end of the Lease term or until the unit has been re-rented.
- B.** By SHA: During the term of the Lease, SHA may terminate this Lease for the following reasons:
 - 1. Noncompliance with Terms of Lease.** This Lease may be terminated for serious or repeated noncompliance with the terms of this Lease by Resident, household members, guests or invitees. Reasons for termination include, but is not limited to:
 - a.** Failure to pay rent when due, including other charges as allowed by HUD regulations;
 - b.** Failure to comply with any material term of this Lease; any amendment or addendum to this Lease; or the House Rules that may change from time to time;
 - c.** Illegal drug-related activity engaged in, on or off the Premises, by Resident, Resident's household members, or Resident's guests;
 - d.** Possession of illegal drugs (including possession of prescription drugs without a valid prescription) by Resident or Resident's household members, guest(s) or invitee(s);
 - e.** Criminal activity by Resident, Resident's household members, guests, or persons that threatens the health, safety or right to quiet, peaceful enjoyment of the Premises or other persons residing in the immediate vicinity of the Premises, with or without an arrest and without meeting the criminal burden of proof as stated in 24 CFR 966.4(l);
 - f.** Conduct that creates, permits, or maintains a nuisance or waste, in the Unit or on and about the Premises, or near the premises that threatens the health, safety and welfare of others in the community;
 - g.** Behavior that adversely affects the health and safety, of any resident(s) or guest(s), or SHA employees, agents or invitees;
 - h.** Providing false or incomplete information or failing to provide information as required under this Lease for the program(s) in which Resident participates;
 - i.** Subletting the Premises, assigning the Lease or allowing unauthorized person(s) to reside on the Premises or any portion thereof;

send statutory notice to the designated emergency contact(s), and next of kin if such information is provided to SHA by the resident. Access to the Unit by any heirs or designated persons shall occur during normal business hours within fourteen (14) days of SHA issuing notice under RCW 59.18.590-595, or until the end of the rental period in which rent is paid, whichever is longer. If no one is authorized or otherwise comes forward to remove Resident's belongings or if the person authorized cannot be reached after reasonable efforts, SHA shall store/dispose of the property as permitted by law. Any occupant not authorized by the lease and SHA policy who occupies the unit after the death of a single person household is subject to removal/eviction as permitted by RCW 59 et seq. SHA will seek Market Rent for any period of such occupancy.

6. **Unit becomes Uninhabitable.** If the unit becomes uninhabitable for any reason whatsoever, and such damage is not repairable within 30 days, the lease is terminated.
7. **Manufacture/Production of Methamphetamine.** This Lease will terminate immediately if any member of the household is, or at any time has been, convicted of the manufacture or production of methamphetamine in any federally assisted housing.
8. **Termination of Housing Assistance.** This Lease may be terminated by SHA upon the termination of Resident's rent subsidy.
9. **Payments following Lease Violation and/or Termination of Tenancy.** Per HUD regulation 24 CFR 966.4(a)(2)(iii), SHA may issue Resident a notice of termination of tenancy at any time Resident is in violation of the lease and may continue with a termination regardless of SHA's acceptance of resident's rent. Resident is obligated to continue to pay rent and other charges, when due, as long as Resident occupies the Premises, including the period of any administrative procedure or legal action. Failure to pay rent constitutes a breach of this Lease for which Resident may be evicted. SHA may accept rent payments at any time without waiving its right to terminate the Lease or proceed with an eviction. In addition, if the Lease is terminated for non-payment of rent, acceptance of partial payments by SHA does not constitute a waiver of SHA's right to proceed with the eviction and terminate the tenancy.
10. **Termination of Housing Subsidy.** Termination of tenancy also terminates the Resident's housing subsidy. Resident's failure to complete any required recertification for a housing subsidy will result in the termination of rent subsidy and Resident will be charged the then current Market Rent for the Unit effective the first day of the month following termination of the rent subsidy, and is subject to termination of the tenancy subject to the issuance of a statutory notice.

XIV. VIOLENCE AGAINST WOMEN ACT (VAWA) LEASE BIFURCATION

VAWA Bifurcation of the lease allows one qualified household to have two units for a short duration for the benefit of a victim of domestic violence. If a victim is transferred under the VAWA laws to a second unit, the lease on the initial unit is terminated and any occupants remaining in the initial unit are subject to Market Rent and must vacate within the period required by the notice issued by SHA. Unless a judicial decision has been made regarding the right to possession, the remaining occupant will be offered the opportunity for a grievance hearing under HUD regulations and SHA policy for any adverse action taken by SHA.

XV. MISREPRESENTATION/FRAUD

Any misrepresentation or fraud by Resident related to this Lease or tenancy, or in connection with any other federal housing assistance program constitutes grounds for termination of this Lease and/or Resident's subsidy. Any misrepresentation or fraud by Resident may also subject Resident to both civil and criminal prosecution that may include restitution, criminal fines, and imprisonment. Deliberate misrepresentation includes but is not limited to negligently, knowingly or recklessly providing any false information or statement, or failing to provide information or report changes in family income or composition in a timely manner, and/or any deliberate act or omission that results in the household receiving benefits or services to which it is not entitled. Fraud includes any deliberate misrepresentation by Resident, or any member of Resident's household, during the application and household income and composition review process, or during the Resident's tenancy.

XVI. ADMONISHMENTS

- A. Non-Residents.** To ensure the safety and quiet enjoyment of residents, Resident's guests, agents, invitees' and SHA employees, SHA may exclude and/or admonish non-residents from the Unit and the Premises and from any property owned by SHA. Neither Resident nor household members may invite or allow anyone who has been excluded from SHA property, or for whom a trespass admonishment is in effect, onto any SHA property for any reason. Any Resident, household member or guest who invites or allows onto the Premises or onto any SHA property, anyone who has been excluded or admonished from any SHA property, will be in violation of this Lease and the household subject to lease enforcement up to and including eviction.
- B. Residents.** To ensure the safety and quiet enjoyment of the premise by other residents and staff, SHA may exclude, admonish or ban Resident from common areas at the premises that do not prohibit Resident's ingress or egress to their unit, and may limit the time spent in any common area. Any notice issued to a Resident shall explain the reason for the ban and the length of the ban. Resident will have the right to a grievance hearing if Resident requests one as required by SHA policy to contest such ban. Resident shall comply with the ban at all times it is in place, including any period while a hearing is pending.

XVII. INSPECTIONS

- A. Routine Inspections.** After service of notice as provided in Section IX, Resident will make the Unit available for inspection by SHA, HUD, or other government entity, and by any person or entity that has an ownership interest in the Premises. Failure to allow an inspection is a material violation of this lease.
- B. Vacate Inspections.** When Resident vacates the Unit, SHA will inspect the Unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or Resident's representative may join in the inspection. Any property left by Resident in the Unit or on the Premises will be disposed of in accordance with law and SHA may charge Resident for the removal of such items.

XVIII. EVERY RULE AND REQUIREMENT LISTED IN THIS AGREEMENT IS A MATERIAL OBLIGATION UNDER THIS LEASE

Resident acknowledges that every term and condition in this agreement is a material obligation under the lease (and/or the HUD funded program in which the Resident participates).

XIX. SCHEDULES OF CHARGES

Utility allowances, schedules of charges for special services, repairs, maintenance and other costs identified in this Lease are incorporated herein by reference in their entirety and made a part of this Lease and are available for inspection in the Management Office during normal business hours. These utility allowances, schedules of charges for special services, repairs, maintenance, and other costs may be modified or amended from time to time. SHA will provide Resident written notice of, and an opportunity to comment on, any substantial modifications or amendments to any of the foregoing at least thirty (30) days prior to their effective date.

XX. LIABILITY

SHA is not liable for any loss, expense or damage to any person or property except if caused by the gross negligence or intentional acts of SHA's employees or agents or invitees. Resident will pay, or reimburse SHA, for any cost(s) incurred by SHA arising from any damage to SHA property caused by Resident, household members, guests, invitees, or agents.

XXI. GRIEVANCE HEARINGS

Upon request, Resident will be granted a grievance hearing to contest any grievable adverse action taken by SHA arising out of this Lease. Such request shall be submitted in writing to SHA within ten (10) calendar days of the adverse action unless SHA identifies in a Notice to resident that an Expedited Grievance Hearing is warranted, then such request must be submitted, in writing, to SHA within five (5) calendar days. In cases of a resident's request for a grievance hearing based on a lease violation for the non-payment of rent, Resident is only entitled to a hearing if Resident first pays into an SHA escrow the amount SHA declares owing or an amount equal to the monthly rent due in the month prior to SHA's service of the lease enforcement notice (whichever is less), and Resident continues to pay monthly rent payments in that amount into SHA's escrow account until the grievance procedure is complete. No grievance hearing will be provided if Resident fails to make the required escrow payments.

SHA selects grievance hearing officers based on the type of hearing requested as identified below:

- a)** In the event an informal hearing for a dispute under the lease arises for ordinary lease provisions, SHA may select an SHA employee or a contract professional with knowledge of the program, applicable regulations, and relevant SHA policies who has not made any determinations regarding the facts of the tenant's current dispute to sit as a hearing officer to resolve the dispute.
- b)** In the event SHA seeks to terminate a tenancy and the tenant timely seeks a grievance hearing, SHA will seek the services of a hearing officer who has submitted their credentials to SHA, through the SHA contract solicitation process and is approved as a grievance hearing officer after identifying competency with HUD regulations and applicable state and local laws. If a contracted hearing officer procured through this process is not available for a specific hearing, SHA will seek the services of a hearing officer from another PHA with a similar solicitation process, or, in rare instances if a hearing officer is not available under either of these process, SHA may hire a disinterested third party with legal training regarding HUD and landlord tenant issues to sit as the hearing officer for a specific dispute.

HOUSEHOLD MEMBER(S)

RELATIONSHIP
