

**FALL RIVER HOUSING AUTHORITY  
FEDERALLY-AIDED PUBLIC HOUSING LEASE AGREEMENT  
PART I: TERMS AND CONDITIONS**

**THIS LEASE AGREEMENT** (herein referred to as the "Lease") is between the **FALL RIVER HOUSING AUTHORITY** (herein referred to as "FRHA") and **TENANT** named in PART II of this Lease.

**I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES**

FRHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (herein called "premises" or "dwelling unit") described in PART II of the Lease, subject to the terms and conditions contained in this lease.

Premises must be used as the only private residence of the Tenant and the family members named on PART II of the Lease. FRHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the FRHA's policy on such activities.

No other person may occupy the leased premises overnight for more than a total of twenty-one (21) nights in any twelve (12) month period without FRHA's written consent, as provided in Section V of this lease. Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of FRHA.

Tenant shall report deletions (for any reason) from the household members named on the lease to the FRHA in writing, within 10 calendar days of the occurrence.

**II. RENT**

**A. Amount of Tenant Rent**

The amount of the Tenant Rent shall be determined by the FRHA in compliance with HUD regulations and requirements and in accordance with FRHA's Admissions and Occupancy Policy.

The Tenant Rent amount is stated in PART II of this Lease. Rent shall remain in effect unless adjusted by the FRHA in accordance with Section IV herein.

Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis.

Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

**B. Payment of Rent**

Tenant shall pay the monthly rent in advance on or before the seventh (7th) day of each month.

Unless otherwise specified by the Property Manager, all rents shall be paid via U.S. Postal Service to Fall River Housing Authority, PO Box 2755, Fall River, MA 02722. FRHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order and will be charged a fee for returned checks.

During the term of this lease FRHA shall accept as rent all payments which Tenant designates as rent. The acceptance of such rental payments by FRHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease.

**C. Nonpayment of Rent - Delinquency and Lease Termination Notice**

In the event that Tenant shall fail to pay all or any part of the rent within seven (7) calendar days of its due date, the FRHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in

*Tenant Initials:*

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paying rent and has had a prior opportunity for discussion within the prior six (6) months, the FRHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

**D. Nonpayment of Rent – Late Fee; Repayment Agreement; Possible Eviction and Costs**

In the event that Tenant fails to pay all or any part of the rent within thirty (30) calendar days of its due date, FRHA may impose a fee in the amount of \$25.00 for failure to pay rent when due. Rent payments shall be applied to rental obligations with the oldest obligation being paid first.

If Tenant shows good cause for late payment to FRHA and if FRHA and Tenant enter a repayment agreement, FRHA in its discretion may waive the fee for late payment. By charging a fee for late payment of rent, FRHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and FRHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and Tenant's household, and to collect arrearages, constable fees and costs, on account of the Tenant's failure to pay rent when due.

### III. OTHER CHARGES; UTILITIES AND APPLIANCES

**A. Utilities**

FRHA-Supplied Utilities. If indicated by an ☒ on PART II the Lease Agreement, FRHA will supply the indicated utility: electricity, natural gas, heating fuel, water, and sewer service. FRHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

Tenant Responsibilities. Tenant agrees not to waste the utilities provided by FRHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

**B. Appliances**

FRHA-Supplied Appliances. If indicated by an ☒ on PART II of the Lease Agreement, FRHA will provide a cooking range and refrigerator.

Major Tenant-Supplied Appliances. Other major electrical appliances, such as air conditioners, freezers, extra refrigerators, washers, dryers, may be installed and operated only with the written approval of FRHA in accordance with any applicable rules or policies.

**C. Other Charges**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. FRHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two (2) weeks after Tenant receives FRHA's written notice of the charge. The type(s) and amounts of other charges are specified in PART II of this Lease. Other charges can include:

- 1) Repairs/Replacement. The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When FRHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by FRHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to FRHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- 2) Excess Utilities. Tenant shall be charged for excess utility consumption (at developments where utilities are provided by FRHA) resulting from the operation of major tenant-supplied appliances as specified in PART II of this Lease.
- 3) Extermination. Tenant shall be charged **\$75.00** special pest extermination services required as a result of Tenant's failure to keep the dwelling unit in a clean and sanitary condition or failure to properly prepare the unit for scheduled extermination services and in accordance with the FRHA Pest Control Policy.
- 4) Bulk Items Disposal. A charge will be assessed for disposal of bulk items and in accordance with the City of Fall River Sanitation Division fee schedule.

- 5) Lease Termination/Eviction Actions. Tenant shall be charged for the cost of expenses incurred by FRHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.
- 6) Open Window Fee. Tenant shall be charged a fee of **\$15.00** for each violation of Section IX (L)(5) of this Lease for reasons outlined in Section III (A) and the potential for damages to the unit and neighboring units related to freezing pipes. Repeated infractions may be cause for lease termination.

#### **IV. ANNUAL AND INTERIM REDETERMINATIONS OF RENT**

##### **A. Annual Redetermination - Tenant's Obligation to Submit Verified Information.**

Frequency. FRHA shall re-determine Tenant's monthly rent, once annually in accordance with applicable HUD regulations. Tenants paying Flat Rent shall have their incomes reexamined every three (3) years.

Notice of Annual Rent Adjustment. Each notice of a re-determined rent shall be in writing and contain the following information: (1) The rental amount and the date when it will be effective; (2) The calculation of Tenant's monthly gross household income and monthly net household income used by FRHA in determining Tenant's rent; and (3) Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by FRHA. If Tenant asks for an explanation, FRHA shall respond in a reasonable time.

Tenant's Obligation to Submit Verified Information. For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) calendar days after a request from FRHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts of family composition, age of family members, income and source of income of all family members, assets, community service activities, citizenship status, social security numbers, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Tenant shall also provide authorization for FRHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy. Failure to supply such information when requested is a serious violation of the terms of the lease and FRHA may terminate the lease.

Purpose. This information will be used by FRHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the FRHA Admissions and Continued Occupancy Policy, which is publicly posted on the agency website: [www.fallriverha.org](http://www.fallriverha.org).

Annual Verification of CSSR Exemption and Compliance. At the time of annual recertification, Tenant shall certify to compliance with HUD's Community Service and Self-Sufficiency Requirement (CSSR) in accordance with FRHA's CSSR Policy. Exempt family members must provide documentation that they qualify for exemption and FRHA must annually re-verify status. Non-compliant members must be notified in writing.

##### **B. Interim Redetermination on Account of Increased Income**

Tenant's Obligation. An increase of ten percent (10%) or more in Tenant's monthly gross household income (the gross amount of income received by Tenant and household members during a month) shall require a rent redetermination by FRHA, and Tenant shall report any such increase (including any changes in income, exclusions and deductions) to FRHA by the seventh (7th) day of the month following the increase together with authorization for verification.

Effective date. Rent increases on account of such an increase will be effective no less than fourteen (14) calendar days after FRHA sends Tenant a notice of re-determined or adjusted rent; such notice may be sent before FRHA verifies the increase.

Tenant-caused delays. If Tenant fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the seventh (7th) day of the following month, any increase in re-determined or adjusted rent shall be effective retroactively so as to begin on the first day of the second month following the month in which the increase occurred.

**C. Receipt of Delayed Payments of Income**

If Tenant or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Tenant shall report receipt of the income to FRHA within seven (7) calendar days after receipt.

An additional rental amount shall be computed and charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Tenant's tenancy at FRHA. Tenant shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from FRHA.

**D. Consequences of Nondisclosure or Misrepresentation of Income**

If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Tenant's net household income, Tenant shall pay to FRHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment.

Such misrepresentation or nondisclosure shall also constitute cause for termination of this lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent, which should have been paid.

**E. Interim Redetermination on Account of Decreased Income**

If Tenant's monthly gross household income decreases, rent shall be re-determined if the Tenant requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after FRHA receives reliable verification of the decrease or at such earlier time, as the FRHA shall find to be warranted in the event that verification is delayed.

Rent shall not be reduced because a tenant's TANF grant has been sanctioned as a result of welfare fraud or failure to comply with a welfare department economic self-sufficiency requirement

## **V. OCCUPANCY AND USE OF LEASED PREMISES**

**A. Tenant and Household Members**

Authorized Occupants. Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in PART II of this Lease or who are listed on a subsequent written lease addendum.

Temporarily Absent Household Members. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence. Good cause for exceeding the threshold for temporary absence includes: (1) involuntary absence attributable to illness; (2) absence of a household member who is a full-time student; and (3) children temporarily placed in foster care. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) calendar days of the failure.

**B. Guests**

Rules and Restrictions. Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on FRHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month period without FRHA's written approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises.

If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies FRHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys FRHA property, among its remedies FRHA may require that the Tenant shall pay the cost of repair or replacement.



Tenant shall notify FRHA of the length of the stay of an overnight guest within 72 hours following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by FRHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Supervision. Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for FRHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but FRHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

**C. Live-In Aides**

Definition. A live-in aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who: (1) is determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services.

Approval by FRHA. A Live-in Aide must be approved by the FRHA as an additional household member pursuant to Section XII of this lease prior to his or her residing in the leased premises. Tenant must submit verification from a reliable, knowledgeable professional (i.e., doctor, social worker, or case worker) certifying that a live-in aide is necessary for the care of an authorized household member.

Live-in Aides shall be subject to the same criminal background screening procedures conducted on all applicants. Live-in aide income is not counted for purposes of determining eligibility.

Live-in Aides as Household Members. A Live-in Aide's income shall not be included in determining rent. Live-in Aides are not subject to Non-Citizen Rule requirements and may not be considered as a remaining member of the tenant family.

**D. Remaining Members of a Household**

Provisions for Continued Occupancy. In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to FRHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with FRHA; and (4) at least one remaining member of the household is a citizen or eligible non-citizen.

Divorce or Separation. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by FRHA.

**E. Other Legal Use of the Leased Premises.**

With FRHA's prior written approval, Tenant and household members engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as FRHA shall deem it necessary and if the activities will (1) not be likely to cause any disturbance or inconvenience to neighbors; (2) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (3) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); and (4) not result in any other additional expense to FRHA. At any time FRHA may withdraw permission if any of these conditions are violated.



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**F. Appropriate Unit Size: Maximum Persons**

The leased premises are to be considered of appropriate unit size so long household members of the opposite sex, excepting husband and wife (or those in a similar living arrangement), do not have to share a bedroom; provided that children of the opposite sex under the age of four (4) shall share a bedroom; and provided that other household members of the opposite sex may elect to share a bedroom. Husband and wife (or those in a similar living arrangement regardless of sexual orientation, gender, or gender identity) must share a bedroom.

Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared. Exceptions may be made under applicable regulations.

Exceptions may be made under applicable regulations or authorizations of the Department of Housing and Community Development and HUD. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code (105 CMR 410.000) to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

**G. Ability to Comply with Lease Terms.**

If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and FRHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; FRHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, FRHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission and at each annual recertification, Tenant must identify the family member(s) to be contacted if they become unable to comply with lease terms.

## **VI. TRANSFERS**

**A. Mandatory (FRHA-Required) Transfers:**

In the event that (1) FRHA deems the Tenant's unit uninhabitable; (2) the size or design of the dwelling unit is no longer appropriate to Tenant's needs; (3) demolition, disposition, revitalization or rehabilitation work is to be undertaken involving the leased premises; or (4) Tenant without disabilities is housed in a unit with special features and a tenant with disabilities needs a unit with such features, FRHA may move Tenant into another unit of appropriate size and design. FRHA shall offer to lease such unit, upon availability, to Tenant who shall have thirty (30) calendar days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) calendar days, Tenant shall vacate the leased premises.

In the case of Mandatory Transfers, Tenant may not refuse without good cause more than one unit offer. If Tenant refuses to move upon offer of a second unit, FRHA may terminate the Lease subject to review before the Grievance Panel at the family's request.

**B. Tenant-Requested Transfers.**

FRHA will only approve tenant-requested transfers for families that are in good standing in accordance with the transfer priorities established in the FRHA Admissions and Continued Occupancy Policy. Good standing under this section means (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to FRHA; (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding; and (4) able to pass a housekeeping inspection.

If a Tenant makes a written request for special unit features in support of a documented disability, FRHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, FRHA may transfer Tenant to another unit with the features requested at FRHA's expense.



## **VII. HAZARDOUS CONDITIONS**

### **A. Report and Repair of Hazardous Conditions**

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to FRHA. FRHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Tenant, other household member or guest the cost of repairs shall be charged to and paid by Tenant.

### **B. Temporary Alternative Accommodations during Prolonged Repairs**

If such imminently hazardous conditions exist, FRHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

### **C. Abatement of Rent during Prolonged Repairs**

If such imminently hazardous conditions exist, FRHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

## **VIII. FRHA OBLIGATIONS**

FRHA has the following obligations:

### **A. Initial Condition of Leased Premises**

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code, applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

### **B. Heat**

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack of or inadequacy of heat.

### **C. Hot Water**

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack of or inadequacy of hot water.

### **D. Extermination**

To provide extermination services as necessary and in accordance with FRHA Pest Control Policy.

### **E. Maintenance of Building Systems**

To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (including elevators) supplied or required to be supplied by FRHA.

### **F. Maintenance of Structural Elements**

To maintain the structural elements of the building containing the leased premises.

### **G. Maintenance of Common Areas**

To maintain the common areas of the building open to the household.



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**H. Trash Receptacles:**

To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease.

**I. Appliances**

To provide a cooking range and refrigerator, and any additional appliances listed in PART II of the Lease, in safe condition and working order at initial occupancy:

**J. Locks**

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order, which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

**K. Notice of Tenant's Rights under VAWA**

To notify Tenant of Tenant's rights and protections under the Violence Against Women Act (24 CFR part 5, subpart L) as it applies to tenancy, occupancy rights, criminal activity, lease violations and continued assistance should Tenant be or become a victim of domestic violence, dating violence, or stalking.

**L. Notice of Tenant's Right to Grieve**

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by FRHA and to notify Tenant of Tenant's right to request a grievance hearing, right to examine FRHA documents directly relevant to the termination or eviction, and the process to be used in circumstances where the Tenant has a right to such a hearing if requested. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, FRHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

**M. Emergency Repairs**

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

**N. Non-emergency Repairs**

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

**O. Confidentiality of Records**

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by 760 CMR 8.00 and other applicable law.

**P. Respect of Tenant's Right to Join a Tenant Organization**

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

**Q. Copies of Rules**

To notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

**R. Prompt Redetermination of Rent**

To re-determine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

**S. Prompt Processing of Applications for Transfer**

To process applications for transfer promptly.



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**T. Prompt Processing of Applications to Add a Household Member**

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member promptly.

**U. Eviction Proceedings Against Others**

To commence eviction proceedings against another tenant if FRHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member, guest, or other person under Tenant's control which has jeopardized the health or safety of Tenant or other household member named in this lease.

**V. Assistance to Victims of Domestic Violence**

To provide assistance which the FRHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

**IX. TENANT'S OBLIGATIONS**

Tenant has the following obligations:

**A. Payment of Rent**

To pay rent as provided in Sections II and IV.

**B. Payment for Utilities**

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

**C. Transfer**

To transfer to a unit of appropriate unit size because of circumstances provided in Section VI (A).

**D. Proper Conduct on Housing Authority Property**

To conduct himself/herself (and to cause each household member, guest, and any other person under Tenant's control to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, FRHA employees, or other persons lawfully on the FRHA's property.

To refrain from (and to cause each household member and guest to refrain from) engaging in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

**E. No Threats, Harassment or Nuisance**

To refrain from (and to cause each household member, guest, and any other person under Tenant's control to refrain from) unlawful threats or harassment directed against FRHA's officers or employees, other residents and others lawfully on the leased premises or on FRHA property.

To create or maintain (and to cause each household member and guest to create or maintain) no nuisance in the leased premises or on FRHA property.

**F. No Crimes On or Near the Leased Premises**

To refrain from (and to cause each household member, guest, and any other person under tenant's control to refrain from):

- 1) Any and all criminal conduct in the leased premises, on FRHA property or in its vicinity which (a) interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably; (b) adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including FRHA officers and employees, residents and others lawfully on the property or in its vicinity; or (c) adversely affects or threatens to adversely affect the security of property owned by others, including the FRHA, its officers and employees, residents and others lawfully on the property or in its vicinity.
- 2) Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term

drug-related criminal activity 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.)

Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections X (E) (2) and (3) of this lease.

**G. No Serious Crimes Outside Housing Authority Property**

To refrain from (and to cause each household member to refrain from) committing any serious criminal act which involves violence against any other person, even if not on FRHA property or in its vicinity. Such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault; sexual misconduct with a child; or the sale or distribution of a controlled substance.

**H. No Disturbances or Loud Noise**

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the FRHA's employees. As part of this obligation:

- 1) Tenant shall refrain from (and shall cause each household member and guest to refrain from) playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors.
- 2) Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises, which unreasonably disturb or are likely to unreasonably disturb neighbors.
- 3) Tenant shall refrain from (and shall cause household members and guests to refrain from) making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of FRHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (a) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (b) unreasonably loud indoor or out-of-door parties or gatherings, (c) unreasonably loud or raucous individual behavior, and (d) other activities or behavior which create disturbance or unreasonably loud noise.
- 4) Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of FRHA or any other person.

**I. Maintaining Clean and Sanitary Condition of Leased premises**

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. As part of this obligation:

- 1) Tenant shall not create any condition, which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person.
- 2) Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code.
- 3) Tenant shall be responsible for the removal of snow, ice, sleet and hail from the exterior front and rear platforms, steps and walks which lead to Resident's individual unit. (A resident who is elderly and/or disabled may be excused from this obligation by prior WRITTEN agreement with Management.)

**J. Disposal of Garbage and Trash**

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by FRHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner, which will not attract rodents or insects or cause offensive odors.

**K. Maintaining Safe Condition of Leased Premises**

To keep (and cause each household member and guest to keep) the leased premises in safe condition. As part of this obligation:

- 1) Tenant shall not store flammable liquids or hazardous substances in the leased premises or elsewhere on FRHA's property, unless such liquids or substances are normal household items and are properly stored.
- 2) Tenant shall not store hazardous waste of any sort in the leased premises or elsewhere on FRHA's property, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant.
- 3) Tenant shall not maintain any swimming/wading pool, trampoline, inflatable structure or other toy and/or apparatus which could present a dangerous condition or create a hazard to residents, their guests or other FRHA personnel.
- 4) Tenant shall not maintain any store-owned shopping carriage in their dwelling unit, common area or exterior of any FRHA development.
- 5) Tenant shall not obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- 6) Tenant shall abide by FRHA Uniform Standards for Housekeeping to minimize the occurrence of mildew and/or mold in the unit. Steps include, but are not limited to, ventilating, cleaning small areas prone to moisture, and reporting visible mold and/or excessive mildew to FRHA.
- 7) Tenant shall fully cooperate with FRHA's efforts to professionally abate mold in the dwelling unit by moving furniture away from the walls, emptying closets and cupboards, and other reasonable steps to facilitate access to areas targeted for abatement. Reasonable accommodations will be made for disabled persons who are unable to comply with mold abatement preparation.

**L. Use and Care of Plumbing and Other Utility Services**

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses. As part of this obligation:

- 1) Tenant, household members and guests shall not dispose of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet.
- 2) Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired.
- 3) In the event electrical, gas or plumbing repairs to the leased premises shall be necessary, Tenant shall not attempt such repairs but shall immediately notify FRHA about the need for repairs.
- 4) Tenant, household members, and guests shall use any elevator and any common appliance properly.
- 5) During the period of December 1st through March 31<sup>st</sup>, Tenant shall not open windows in the unit unless medical documentation demonstrating a need for open windows is provided to FRHA staff.

**M. Damage**

To refrain from (and to cause each household member and guest to refrain from) damaging, **destroying, defacing, or removing any part of** the leased premises or any other property of FRHA. In the event damage occurs Tenant shall promptly notify FRHA about the damage and the cause of the damage.

**N. Payment for Damage**

To pay the cost of labor and materials reasonably necessary to repair or replace property of FRHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest. To pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance. To make such payment within thirty (30) calendar days following Tenant's receipt of an itemized bill from FRHA which may post a list of reasonable standard charges for repair of damage.

**O. Pet Policy**

To refrain from (and cause members of Tenant's household to refrain from) keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the FRHA's Pet Policy, unless a verified disability warrants the possession of a service animal or companion animal.

**P. Major Appliances and Heavy Items**

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of FRHA in accordance with any applicable rules or policies.

Air conditioners may be activated on June 15 each year or as warm weather conditions may dictate. Residents must remove/shut down all air conditioners by September 15 of each year unless medical documentation demonstrating a need for such appliances is provided to FRHA staff.

**Q. Rules, Policies and Regulations**

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by FRHA for the housing development of which the leased premises are a part pursuant to Section XX; and to comply with applicable HUD regulations.

**R. Alterations to the Leased Premises**

To make (and to cause each household member and guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of FRHA.

An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of FRHA at the time when Tenant vacates, unless Tenant shall first have deposited with FRHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of FRHA to the removal.

**S. Guests**

To oversee and supervise the conduct of all guests of Tenant and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section V (B).

**T. Use and Occupancy of the Leased Premises**

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

**U. Additions to the Household**

To refrain from allowing additional persons (except natural births, adoptions, and court awarded custody) to move into the Premises, including Live-in Aides and foster children, without the prior written approval of FRHA. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which FRHA may terminate the lease in accordance with Section X.

**V. Vacating the Leased Premises**

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

**W. Smoke Detectors**

To keep all smoke detectors in the leased premises unobstructed at all times. Not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on FRHA's property. To notify FRHA immediately of the malfunction or inoperability of any smoke detector in the leased premises. To replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify FRHA immediately of the need for such replacement.

**X. Access to the Leased premises**

To permit access to the leased premises by FRHA as provided in Section XV and not to replace, add or rekey any locks.



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**Y. Payment of Constable Costs and Court Filing Fees**

To pay the expenses incurred by FRHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

**Z. Wage, Tax and Bank Match; Social Security Numbers**

To participate and cause household members to participate in any wage, tax, and/or bank match system required by HUD and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match.

Subject to any applicable law, to provide (and to cause each other adult household member to provide) FRHA with his or her social security number, and to authorize use of such social security number for use by FRHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems, HUD Enterprise Income Verification system, or similar means of verification.

**AA. Illegal Firearms**

Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Massachusetts anywhere on the property of FRHA.

**BB. Temporary Absence from Unit**

To give prompt prior notice to FRHA, in accordance with Section XVII, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

**CC. Antennas**

To refrain from erecting, hanging, or contracting with a professional service to install radio or television antennas, satellite dishes, or similar devices on or from any part of the dwelling unit, building exterior, or on any FRHA property. Tenant may be permitted, in some cases with written consent of FRHA, to have satellite television devices installed only in areas where Tenant has complete and sole control of the unit.

**DD. Vehicles**

To refrain from (and to cause each household member and guest to refrain from) parking any vehicle on FRHA property without a valid registration, inspection sticker, and FRHA-issued parking permit. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by FRHA. Any inoperable, unlicensed, or illegally parked vehicle as described above will be removed from FRHA property at Tenant's expense in accordance with the FRHA Parking Space Policy.

To refrain from (and to cause each household member and guest to refrain from) performing automobile repairs on FRHA property.

**EE. Fraud**

Tenant and members of Tenant's household shall not commit any fraud in connection with any Federal housing assistance program.

Tenant and members of Tenant's household shall not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

**FF. Community Service and Self-Sufficiency Requirement (CSSR)**

To perform (and to cause each household member to perform) at least 8 hours per month of qualifying community service activity (as specified in FRHA Community Service and Self-Sufficiency Policy) unless the requirement is waived due to age, disability, or other qualifying exemption status.

**X. TERMINATION OR VOIDING OF LEASE**

**A. Termination by Tenant**

- 1) This lease may be terminated by Tenant at any time by giving thirty (30) calendar days advance written notice to FRHA.



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- 2) FRHA shall deem the leased premises to be vacated or relinquished by Tenant and the tenancy terminated as described below:
  - a) FRHA has substantial reason to believe that the leased premises has been vacated by the Tenant and all household members over the age of eighteen (18) and at least fifteen (15) days have passed since the Tenant's failure to pay rent when due; or
  - b) Tenant has died and no household member, as listed in PART II of this Lease over age of eighteen (18) assumes responsibility for the tenancy; or
  - c) Tenant is permanently placed in a health care institution or hospitalized; or
  - d) Tenant is placed in a health care institution or drug or alcohol rehabilitation facility or is hospitalized for an indefinite period, providing no agency, caretaker, or family member assumes responsibility for payment of the rent for the next six (6) months or where such six (6) month period has lapsed following payment of the rent, or;
  - e) Tenant, who is a single-person household, is incarcerated for a period of six (6) months or more.

**B. Voiding by FRHA**

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by FRHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event FRHA shall determine to use the procedure set out in M.G.L. c. 139 §19, FRHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to FRHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

**C. Termination by FRHA**

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by FRHA for any of the following reasons:

- 1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.
- 2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.
- 3) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section V (A).
- 4) A guest's staying overnight for more than a total of twenty-one (21) nights in a twelve (12) month period without FRHA's written approval.
- 5) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.
- 6) Failure to vacate in the event of circumstances for a mandatory transfer, as provided in Section VI (A).
- 7) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.
- 8) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, guest or any other person under Tenant's control on FRHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section X (E) (2) and (3).
- 9) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on FRHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX (G).
- 10) Conduct of a guest (including a guest of a household member) in the leased premises or on FRHA property that violates the provisions of this lease and would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand (or should have known beforehand) that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.
- 11) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from FRHA property, or in the event a household member has been deleted from the lease by Tenant at

the request of FRHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.

- 12) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Z), or to participate in a wage, tax or bank match as required in Section IX (Z).
- 13) Failure to supply complete and accurate information in Tenant's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for public housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.
- 14) Failure to sign a lease, lease amendment or lease addendum containing lease provisions required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.
- 15) The FRHA has reasonable cause to believe that the resident engages in drug-related activity (42USC 1437d(1)) on or off the premises not just near or on the premises.
- 16) The FRHA has reasonable cause to believe that the resident engages criminal activity that threatens the health, safety, or right of peaceable enjoyment of the premises by other residents or FRHA personnel.
- 17) The FRHA has reasonable cause to believe that the resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.
- 18) Conviction for manufacturing or producing methamphetamine on premises of federally assisted housing.
- 19) Lifetime sex offender registrant admitted after June 25, 2001.
- 20) Resident or an adult member of the household has failed to comply with the Community Service or Self Sufficiency requirements of HUD and as delineated in the FHRA's Admissions and Continued Occupancy Policy.
- 21) Failure to submit required documentation within the required time frame concerning any family member's citizenship or immigration.
- 22) Other good cause.

**D. FRHA's Notice of Termination of Lease**

- 1) Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, FRHA shall give to Tenant a written notice of termination of lease which precedes the date of termination by:
  - a) at least fourteen (14) calendar days in the case of failure to pay rent;
  - b) a reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) calendar days) when the grounds (other than nonpayment of rent) are such that no grievance hearing is required; or
  - c) no less than thirty (30) calendar days in any other case.
- 2) It may include a Notice to Quit. If Tenant is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall:
  - a) specify that, within seven (7) calendar days following the date on which notice is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.
  - b) state specific reasons for the termination; and
  - c) state Tenant's right to examine FRHA documents directly relevant to the termination or eviction.

- 3) When FRHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and FRHA has decided to exclude such grievance for FRHA grievance procedure, the notice of lease termination shall:
  - a) state that Tenant is not entitled to a grievance hearing on the termination;
  - b) specify the judicial eviction procedure to be used by FRHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
  - c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

**E. Administrative Hearing Prior to Lease Termination in Certain Instances**

If FRHA shall give notice of termination of lease to Tenant, within seven (7) calendar days after the notice has been given, the Tenant may request a grievance hearing regarding whether good cause exists for terminating the lease.

Pursuant to M.G.L. c.121B, §32, no grievance hearing shall be required:

- 1) in the event of nonpayment of rent
- 2) in the event FRHA has reason to believe that Tenant or a household member:
  - a) has unlawfully caused serious physical harm to another tenant or an employee of FRHA or any other person lawfully on FRHA's property.
  - b) has unlawfully threatened to seriously physically harm another tenant or an employee of FRHA or any person lawfully on FRHA's property.
  - c) has unlawfully destroyed, vandalized or stolen property of a tenant or of FRHA or of any person lawfully on FRHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an FRHA employee, or any other person lawfully on FRHA's property.
  - d) has unlawfully possessed, carried, or kept a weapon on or adjacent to FRHA's property in violation of M.G.L. c. 269, §10.
  - e) has unlawfully possessed or used an explosive or incendiary device on or adjacent to FRHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A or 102B.
  - f) has engaged in drug-related activity (42USC 1437d(1)) on or off the premises not just near or on the premises.
  - g) has engaged criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or FRHA personnel.
  - h) resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.
  - i) has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.
- 3) in the event FRHA has reason to believe that a guest of Tenant, guest of another household member, or other person under Tenant's control has engaged in any of the behavior listed in paragraph (2) and that Tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

**F. Procedure at a Grievance Hearing on Lease Termination**

A written request for a grievance hearing shall be made by Tenant to the FRHA within seven (7) calendar days after notice of termination of lease has been given to Tenant. The grievance hearing shall be held pursuant to FRHA's grievance procedure.

FRHA shall schedule a grievance hearing within thirty (30) calendar days from receipt of the request for a hearing and at least fifteen (15) calendar days prior to the date of termination set out in the notice of termination. Reasonable notice shall be given to Tenant.



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In cases where Tenant has properly requested a grievance hearing, FRHA shall not institute an action for summary process pending the hearing and a decision in FRHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as FRHA gives Tenant written notice of the additional reason, not less than three (3) business days before the hearing or, if a reason for eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) business days' notice to consider such additional reason.

**G. Summary Process Court Actions**

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the Notice of Termination of Lease or Notice to Quit; if Tenant and Tenant's household members have failed to vacate; FRHA may institute an action for summary process or other appropriate judicial action.

If the decision following a grievance hearing is in FRHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or Notice to Quit has expired but Tenant or any of Tenant's household members has failed to vacate, FRHA may institute an action for summary process or other appropriate judicial action.

**XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE**

Tenant may delete a household member named in PART II of this lease or in a lease addendum by a written lease addendum signed by Tenant and FRHA. Deletions shall be reported within 10 calendar days of the occurrence.

In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but FRHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, FRHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by FRHA for deletion shall specify the reason why deletion is requested.

Notwithstanding a request to delete a household member, FRHA may issue a notice of termination of lease on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of FRHA, Tenant shall not permit such person to be a guest thereafter.

When a FRHA evicts a Tenant from a dwelling unit for criminal activity FRHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

**XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE**

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to FRHA for approval of a household including such person and FRHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy.

Before approving a household including an additional person age ten (10) or older as a member FRHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Tenant and FRHA shall sign a new lease or a written lease addendum naming the person as an additional household member.

Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, FRHA shall approve an enlarged household including any such child.

Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall

Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

### **XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY**

If Tenant or a household member has a disability and, on account of this disability, in order to participate in the housing program, needs a reasonable accommodation in FRHA's rules, practices or procedures, or needs a reasonable modification of the leased premises or a common area, the Tenant or household member may request a reasonable accommodation or a reasonable modification on account of the disability.

The request shall be in writing and shall be reliably documented. Within a reasonable time following receipt of reliable documentation establishing the need for an accommodation or modification which is reasonable under all relevant circumstances, including the availability of funds, FRHA shall provide an accommodation or modification, although it need not be the specific accommodation or modification requested so long as it is reasonable under the circumstances.

### **XIV. INSPECTIONS**

#### **A. Pre-occupancy Inspection**

Prior to occupancy FRHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection FRHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both FRHA and Tenant (or Tenant's designated representative) prior to occupancy and a copy of the statement retained in Tenant's folder.

#### **B. Periodic Inspections**

FRHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

#### **C. Termination Inspection**

Upon termination of occupancy, FRHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and FRHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. FRHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

### **XV. ACCESS TO THE LEASED PREMISES BY FRHA**

#### **A. Access for Non-Emergency Repairs, Maintenance or an Inspection**

FRHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

#### **B. Access for Requested Repairs or Maintenance**

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, FRHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

#### **C. Access for an Emergency**

If FRHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, FRHA shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.



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**D. Access Where No Adult Present**

If at any time FRHA shall have entered the leased premises and if no adult household member shall have been present, FRHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

**XVI. PERSONAL PROPERTY**

**A. Insurance of Personal Property By Tenant**

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty. Tenant acknowledges that the FRHA has informed them that they are responsible for insuring their own personal property against theft or other casualty losses.

**B. Removal of Personal Property**

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from FRHA property.

**C. Personal Property Left on Termination of Lease**

Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from FRHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned.

- 1) FRHA will dispose of any items that are perishable or hazardous to health or safety.
- 2) Tenant shall be responsible for and shall reimburse FRHA for costs for moving, storage and disposal of personal property following termination of this lease.
- 3) In the event that Tenant vacates the unit and terminates the lease as described in Section X (A)(2), FRHA shall notify the person(s) listed as Tenant's Emergency Contact of the existence of Tenant's personal property on the leased premises and the opportunity to claim and remove such property within fifteen calendar (15) days from the date of such notification. FRHA shall, at its sole discretion, dispose of any property still remaining in the leased premises after the 15 day period.

**XVII. NOTICES**

**A. Notices to Tenant**

A notice of termination of lease, Notice to Quit, Notice of Voiding Lease or Notice of Apparent Abandonment shall be (1) in writing; and (2):

- a) given to Tenant in hand; or
- b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to FRHA; or
- c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or
- d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or
- e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. If Tenant is visually impaired, all notices must be in an accessible format.

**B. Notices to FRHA**

Any notice to FRHA shall be sufficient if (1) in writing; and (2):

- a) sent by certified mail, return receipt requested to FRHA at its office; or
- b) hand delivered to FRHA's office during regular business hours.



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#### **XVIII. COMPLIANCE WITH U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

The U.S. Department of Housing and Urban Development (HUD) has promulgated and may promulgate regulations regarding the terms and conditions of federally-assisted public housing. Insofar as applicable FRHA and Tenant shall comply with HUD's regulations and any authorizations or waivers issued pursuant thereto. FRHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

#### **XIX. COMPLIANCE WITH FRHA'S RULES AND POLICIES**

FRHA has adopted or may adopt reasonable rules and policies for the benefit and well-being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with FRHA's rules and policies, is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. FRHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members, although absence of posting shall not affect their enforceability. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. FRHA may charge for additional copies.

#### **XX. CHANGES**

This lease represents the entire agreement between FRHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by FRHA and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) calendar days' advance written notice to Tenant of the changes, additions or deletions.

#### **XXI. ADDITIONAL PROVISIONS**

This lease is executed in two counterparts, one of which shall be retained by FRHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

#### **XXII. ATTACHMENTS**

If indicated by a ☒ below, FRHA has provided the tenant with the following attachments and information:

- ☐ Part II of this Lease: Lease Contract
- ☐ Pet Policy
- ☐ Notice of Tenant Rights under VAWA
- ☐ Community Service and Self-Sufficiency Policy
- ☐ Notice of Tenant's Right to Reasonable Accommodations
- ☐ Standard Maintenance Charges
- ☐ Lead Hazard Information Pamphlet
- ☐ Lead Disclosure Addendum
- ☐ Grievance Procedure
- ☐ Parking Space Policy
- ☐ Uniform Housekeeping Standards
- ☐ Other: \_\_\_\_\_

