THE HOUSING AUTHORITY OF THE CITY OF ASHEVILLE (HACA)
RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("l") is entered into between Housing Authority of the City of Asheville ("Owner" or "PHA"), acting through its leasing agent Asheville Housing Works LLC, and the Tenant(s).Head of Household identified below.

1. Effective Date

This agreement is effective as of , 20___ ("Effective Date") and is subject to the terms and conditions as outlined in the Lease as well as terms and conditions contained in the Lease Addendum. As stated in Section 2 of the Lease Addendum, the term of this Lease is twelve months, with an end date of the last day before the anniversary month and is self-renewing as long as the tenant completes the recertification process and remains eligible.

2. Unit Location and Type

Unit Address:
Dwelling Unit No.:
Number of Bedrooms:

3. Affordable Program Type

Affordability Type
Housing Choice Voucher PBV RAD ONLY

4. Unit Rent

The initial month's pro-rated rent for the unit will be $. Thereafter, in any succeeding month until changed pursuant to Section 7 of the Lease Addendum, rent in the amount of $ is due on the first of each month and is considered delinquent after the 5th of the month. A household with delinquent rent is subject to lease enforcement actions as described in the Lease. There is a total rent for the unit and the Tenant's portion of the total rent.

5. Security Deposit

Tenant shall pay $ _____as a Security Deposit at initial lease signing.
See Section 4 of the Lease Addendum for information on treatment of the Security Deposit.

6. Emergency Contact

In case of emergency, the property has permission to notify the individuals listed on the Emergency Contact Form on file with the Owner. The Form is to be updated annually.

7. Household Composition

Only the following persons may live in the unit with the Head of Household:

1. Head of Household	
2. Spouse (if applicable)	
3.	

8. Utilities and Appliances

1) The Property will pay the full reasonable cost of the following utilities and services:

Routine Garbage Collection*

* The Household is responsible for the disposal of any oversized items and items that require payment of a removal fee by the Housing Authority of the City of Asheville, including Cathode Ray Tubes (CRT) and other hazardous items.

2) The following may or may not be provided or furnished by the Property as indicated:

Yes	No	
❒	❒	Electricity
❒	❒	Heating
❒	❒	Refrigerator
❒	❒	Water
❒	❒	Sewer
❒	❒	Electric Range

Owner provides the utilities indicated above, subject to reasonable consumption allowances based on HUD utility consumption modeling guidelines, as approved from time to time by the Board of Commissioners after a posting and public comment period. Tenant must reimburse Owner for excess utility consumption beyond those reasonable consumption allowances. In addition, Tenant is required to adhere to all local ordinances pertaining to recycling of waste items such as glass, paper, plastic, and tin or aluminum canned goods. Tenant will perform all required sorting in receptacles provided by the Owner.

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9. Costs and Charges

In addition to rent, Costs and Charges which may be imposed on the Tenant include:

1. If a tenant is evicted, the costs of service of Summary Process Writ, Sheriff fees, filing and other Court Actions shall be added to the resident account;
2. If a tenant is evicted and witness fees are incurred by the owner in the course of litigation, and which are allowable costs under court rules, these shall be added to the resident account;
3. Charges for repairs (on a time and materials basis) necessitated by negligent acts of commission or omission by household members, their guests, or household pets in the unit or on the development property;
4. Finance Charges incurred because of returned checks;
5. Charges for Lockouts;
6. Charges for labor required to remove trash, garbage, debris, or rubbish which has been improperly disposed or abandoned;
7. Cost of any rescheduled extermination caused by the Tenant's failure to provide unit access.
8. Rent is due and payable on the first day of each month. Tenants must pay a late fee of $15.00 wherever tenant does not pay the monthly rent on or before the **5th calendar** day of the month that the rent payment is due. The late fee will be charged only once for each month rent payment is late. The late fee will not be deducted from a subsequent rent payment to cause a default in the later rent payment.
9. Cost of replacing Tenant's lost house or mailbox keys.
10. Costs related to rescheduling maintenance due to Tenant not allowing access for needed repairs.

10. Tenant Materials

By signing or initialing each section in the space provided below, the tenant acknowledges receipt of the contents of the Property's Tenant Materials and agrees they are made a part of this Lease.

The following items have been provided:

Document	Provided	Initials
a) Lease & Lease Addendum		
b) "House Rules"		
c) Tenancy Addendum Section 8 Project Based Voucher Program		
d) Move-in Inspection		
e) Pet Policy		
f) No Smoking Policy		
g) Trespassing and Ban List Policy		
h) Minimum Housekeeping Standards		
i) MTW Work Requirement		

11. Lease Signatures

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By signing below, Tenant and Owner enter into this Lease and agree to all the Terms and Conditions of the Lease, Lease Addendum, and Tenant Materials . This Lease will take effect on the "Effective Date" shown in Section 1 of the Lease.

The Housing Authority of City of Asheville (HACA)

_____ BY: _____

Head of Household Date Management Agent Date

_____

Spouse Date

_____

Adult Household Member Date

_____

Adult Household Member Date

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THE HOUSING AUTHORITY OF CITY OF ASHEVILLE (HACA)
Lease Addendum to Residential Lease Agreement

This Lease Addendum is a part of the Housing Authority of the City of Asheville (HACA) Lease.

TERMS AND CONDITIONS

1. DESCRIPTION OF THE PARTIES AND PREMISES

(A) The Owner, using data provided by Tenant about income, household composition, and needs, which are subject to third party verification, leases to Tenant the property (called "premises" or " unit") described in the Lease Agreement, subject to the terms and conditions contained in this Lease, Lease Addendum, and all Tenant Materials.

(B) Premises must be used only as a private residence, solely for Tenant and the household members named in the Lease. The Owner may, by prior written approval, consent to the Tenant's use of the unit for legal profit-making activities subject to the Owner's policy on such activities.

(C) Any additions to the household members named on the Lease, except for natural births, require the advance written approval of the Property Manager. Such approval will be granted only if the household provides the set of information required on an Application for Housing, if the new addition passes the Property's screening criteria, and a unit of the appropriate size is available. Permission to add personal care attendants shall not be unreasonably refused but will still require the review of the individual including a background check.

(D) Tenant agrees to wait for the Owner's approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Property may terminate the Lease in accordance with Section 16 of the Lease Addendum. Tenant shall supply such documentation as may be required to affect change in family composition/income.

(E) Removal (for any reason) of the household members named on the Lease shall be reported by Tenant to the Owner in writing, within 10 days of the occurrence.

2. LEASE TERM AND AMOUNT OF RENT

The rent amount is stated in the Lease, for any initial partial month and successive full months.

(A) Unless otherwise modified or terminated in accordance with Section 16, this Lease shall automatically be renewed for successive terms of ***one year***.

(B) The Owner may decline to renew the Lease only for good cause, as defined by applicable HUD regulations. Good cause shall be evidenced by a material or serious violation of the Lease, or other legally sufficient grounds. Such grounds may include, but are not limited to, repeated minor violations of the Lease that collectively demonstrate a pattern of noncompliance.

(C) Rent stated in the Lease shall remain in effect unless adjusted by the Owner in accordance with Section 7 herein.

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(D) The total rent for the unit and Tenant's portion of the total rent shall be determined by the Owner in compliance with the Rental Assistance Demonstration (RAD) Program and, if applicable to the specific unit, the requirements of the Housing Choice Voucher Project-Based Voucher Program.

(E) Rent is **DUE** and **PAYABLE** on the **first** day of each month and shall be considered delinquent after the **fifth calendar** day of the month. Rent may include certain utilities as described in Section 6 below and indicated in the Lease .

(F) When the Owner makes any change in the amount of Tenant Rent, the Owner shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Owner. If Tenant asks for an explanation, the Owner shall respond in a reasonable time.

3. OTHER CHARGES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in the Lease Agreement. Other charges may include:

(A) Maintenance costs - 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 the Property 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 the Manager or for work not listed on the schedule of Maintenance Charges based on the actual cost to the Owner for the labor and materials needed to complete the work.

The Owner shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. If the charge is made prior to the 15th day of the month, it will be due with the next month's rent payment. If the Charge is made after the 15th day of the month, it will be due with the rent due for the 1st of the second month following the charge. Failure to make complete payment on maintenance charges will result in deduction at time of move-out from the Tenant's security deposit.

If the Tenant is assessed charges for damages resulting from intentional or negligent conduct, and such charges remain unpaid beyond the deadline, then the Owner may terminate this Lease.

4. SECURITY DEPOSIT

(a) Tenant agrees to pay an amount equal to one month's rent at the time of lease execution or 3 equal payments within 3 months of lease execution.

(b) If Tenant does not pay their security deposit, this is a violation of the lease for which it may be terminated.

(c) The specific dollar amount of the security deposit is noted in the Lease.

(d) Owner will use the Security Deposit at the termination of this Lease as follows:

1. To pay the cost of any charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests identified during the move-out inspection.

(c) Tenant Security Deposit will be held at Truist Bank at 301 College Street, Asheville, NC 28801

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated in accordance with the proper notice requirements described in this lease, and the owner has inspected the dwelling unit.

The Security Deposit shall be handled in accordance with the NC Tenant Security Deposit Act. The Owner agrees to return the Security Deposit, if any, to the Tenant when they vacate, less any deductions, so long as Tenant furnishes the Owner with a forwarding address.

If any deductions are made, the Owner will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

5. PAYMENT LOCATION

Rent payments and payments for other charges must be paid online or directly delivered by the household to the management agent at:

Management Office of each Apartment Complex

Monday – Thursday 9am-5pm

Cash will not be accepted payments must be by personal check or money order and accompanied by the correct payment coupons and envelopes provided by the Owner.

6. UTILITIES AND APPLIANCES

Owner responsibility for utilities and appliances varies from development to development.

(A) **Owner Supplied Utilities**: If indicated by an (X), the Owner will supply the indicated utility. The Owner will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

(B) **Tenant Paid Utilities**: If Tenant resides in a property where the Owner does not provide all utilities, a Utility Allowance shall be established, appropriate for the size and type of dwelling unit for any utility which the Tenant pays directly to the utility supplier. The Owner may change the Allowance based on an analysis of cost and usage at any time during the term of the Lease and shall give Tenants a full 30 day's written notice of the revised allowance schedule along with any resultant changes in Tenant Rent. If Tenant's actual utility bill exceeds the allowance for utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the allowance for utilities, Tenant shall receive the benefit of such saving.

(C) **Tenant Utilities Responsibilities:** Tenant agrees not to waste the utilities provided by the Owner and to comply with any applicable law, regulation, or guideline of any governmental agency regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or property rules restricting or prohibiting the use of space heaters. Use of any resident-purchased heating equipment should be reviewed with the Owner for approval prior to its installation and use. The purpose of this review is to determine if the equipment meets code and safety requirements.

(D) **Tenant Supplied Appliances**: Unless otherwise indicated in the Lease, the Tenant agrees to obtain permission from the Owner to provide his/her own appliances, which will be suitable for use in a residential unit, and which will be installed in accordance with State Code requirements. In some cases

as indicated in the Lease, the Owner will supply the appliance(s) for the Tenant. The Tenant is responsible for maintaining the appliance in a clean, safe, and sanitary condition whether it is provided by the Owner or by the Tenant.

7. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease:

(A) **Occupancy of Dwelling Unit**: The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease, including reasonable accommodations of guests. A guest may reside in the unit for a period not exceeding twenty-one (21) days each twelve-month period and not for more than fourteen (14) days in any given month. Permission may be granted, upon written request to the Owner, for an extension of the visitation period. For purposes of this part, the term "guest" means a person who is not a member of the Tenant's household on the property who is on the site or in the leased unit with the knowledge and consent of head of household or other adult household member, and whose presence has been registered with the Owner's Agent.

(B) **Use of Dwelling Unit**: The primary function of the dwelling unit is residential in nature. With the prior written consent of the Owner, members of the household may engage in legal profit-making activities within the dwelling unit where the Tenant has described such proposed activity in writing to the Owner, and it has determined that the described activities are legal and shall be incidental to the primary use of the premises as a residence. Legal business activities which result in excessive foot traffic and impinge on the quiet and peaceful enjoyment of the development by other residents will not be approved. Businesses whose growth results in excessive foot traffic or a level of activity that impinges on the quiet and peaceful enjoyment of the development by other residents will be given a reasonable amount of time to relocate the business but in no event longer than thirty (30) days. No activity that increases liability for the Owner or increased insurances coverage or costs will be allowed. Requirements for any profit-making activities will include proof of business registrations, required licenses, and proper reporting and disclosure of business income.

(C) **Annual Tenant Recertification** . The rent amount as fixed the Lease is due each month until changed. Eligibility to reside in the dwelling unit is based on the household's compliance with the requirements of the Rental Assistance Demonstrations (RAD) Program, the Housing Choice Vouchers Project-based Vouchers (PBV) Program, compliance with the requirements of 24 CFR Part 5, 24 CFR Part 982, and 24 CFR Part 983. Section 8 PBV eligibility is redetermined annually or triennially on or before the anniversary date of the household's move-in. The Owner may request information on household composition and income at any time during the leasehold.

1. When requested, Tenant promises to provide the Owner with accurate information about household composition, age of household members, income and source of income of all household members, assets, student status and related information necessary to determine eligibility, annual income, adjusted income and rent. All information must be verified. Tenant agrees to comply with Owner requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The Owner shall give Tenant reasonable notice of what actions Tenant must take to provide the requested information and of the date by which any such action must be taken for compliance under this section. This information will be used by the Owner to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. Failure to supply requested information is a breach of the terms of the Lease and can lead to eviction for program non-compliance or loss of any subsidies the household has previously been eligible.

2. Eligibility may change under the following circumstances:

(a) A person joins the household, and their addition changes the household income during the first year of occupancy.

(b) It is found that Tenant has misrepresented the facts upon which eligibility is based.

3. This Lease will **NOT** be automatically revised to permit a change of household composition resulting from a request to allow adult children (over 18) to move into the unit unless it is determined that the move is essential for the mental or physical health of the Tenant AND/OR it does not disqualify the household for the size of unit it is currently occupying.

   Requests to add adult household members are subject to owner approval, screening, and occupancy standards. Exceptions may be considered in cases of reasonable accommodation or other good cause.

4. **Transfer Requirements**: For the Owner to run its programs in an effective manner that complies with local code and program regulations, it may be necessary under this Lease for a Tenant Household to be transferred from one unit to another appropriate unit. A transfer required by the Owner to meet policy and regulatory requirements is termed an involuntary transfer. A resident request for transfer, which is not based on a documented medical, disability-related need or household composition, is considered a voluntary transfer.

   (a) No transfers are permitted during the initial six months of the lease term. No transfers will occur based solely on changes to household composition within the first 24 months of occupancy.

   (b) Tenant agrees that if the Owner determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Tenant must accept a new Lease for a different dwelling unit of the appropriate size or design. The Owner shall send Tenant written notice of this action and allow up to 30 days' time for the Tenant to ready the household for transfer.

   (c) Once notified that the new unit is available, the household must move out of the old unit into the new within seven (7) calendar days. The Lease for the new unit will be effective on the day of move-in.

   (d) The Owner may move a Tenant into another unit if it is determined necessary to rehabilitate Tenant's unit. Unless the Owner agrees to return the household to its original unit, this transfer will be one-way.

   (e) If a Tenant makes a written request for special unit features in support of a documented disability, the Owner shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested. Requests that create an administrative or financial burden that the Owner deems unreasonable will not be granted.

   (f) When requested, a Tenant without disabilities and who is housed in a unit with special features must transfer to a unit without such features should another Tenant with disabilities need the unit.

   (g) In the case of involuntary transfer, Tenant shall be required to move into the dwelling unit made available by the Owner. Once notified that the new unit is available, the household must move out of the old unit into the new within seven (7) calendar days. The Lease for the new unit will be effective on the day of move-in. If Tenant refuses to move, the Owner may terminate the Lease.

8. OWNER OBLIGATIONS

The Owner shall be obligated:

(A) To maintain the dwelling unit and the property in decent, safe, and sanitary conditions;

(B) To comply with the requirements of applicable building codes, housing codes, and regulations materially affecting health and safety;

(C) To make necessary repairs to the unit;

(D) To keep property building, facilities, and common areas not otherwise assigned to Tenant for maintenance purposes and upkeep, in clean and safe condition;

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

(F) To provide and maintain appropriate common receptacles and facilities (except container for the exclusive use of a specific household) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building which includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

(H) To notify Tenant of the specific grounds for any proposed adverse action, when the Owner is required to afford Tenant the opportunity for a meeting concerning a proposed adverse action. Such adverse actions include but are not limited to a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.

(I) To consider reasonable accommodation for a person with disabilities as covered in the Owner's Reasonable Accommodation Policy.

9. TENANT'S OBLIGATIONS

Tenant shall be obligated:

(A) Not to assign the Lease, nor sublease the dwelling unit.

(B) Not giving accommodation to boarders or lodgers; and

1. Not providing accommodations to long-term guests (in excess of 21 days each twelve months or 14 days in a given month as detailed in section 7A), without the advance written consent of the Owner.

(C) To use the dwelling unit solely as a private dwelling for Tenant and household as identified in the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or a personal care attendant of a member of Tenant's household, provided the accommodation of such persons conforms to the Property's Occupancy standards, and so long as the Owner has granted prior written approval.

(D) To abide by necessary and reasonable property rules promulgated by the Owner for the benefit and well-being of the housing property and Tenants. These rules are posted in a conspicuous manner and incorporated by reference in this Lease. Violation of such rules constitutes a violation of the Lease.

(E) Not to create conditions that violate requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household, and to notify the Owner of any condition requiring repair regardless of the cause.

(F) To keep the dwelling unit and other such areas as may be assigned to Tenant's exclusive use, in a clean and safe condition. This includes keeping front and rear entrances and walkways for the

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exclusive use of Tenant, free from snow, ice and trash, and keeping the yard free of debris and litter. The Owner has developed guidelines which establish acceptable housekeeping standards, which the Tenant agrees to follow. Reasonable accommodations to this requirement may be granted on request for Tenants unable to perform such tasks because of age or disability and who have no other household members able to perform these duties.

(G) To dispose of all garbage, rubbish, and other waste from the household in a sanitary and safe manner in containers approved or provided by the Owner. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas, hallways, porches, entryways.

(H) To use all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators in a reasonable and non-abusive manner.

(I) To refrain from, and to cause household and guests to refrain from, destroying, defacing, damaging, or removing any part of dwelling unit, common areas or property.

(J) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, property buildings, facilities, or common areas caused by Tenant, household members or guests.

(K) To act, and cause household members or guests to act in a manner that will:

1. Not disturb other residents peaceful enjoyment of accommodations; and
2. Be conducive to maintaining all the property in a decent, safe, and sanitary condition.

(L) To assure that Tenant, any member of the household, a guest, or another person under Tenant's responsibility, shall not engage in:

1. Any criminal or other type of activity that threatens the health, safety, or right to peaceful enjoyment of the Owner's public housing premises by other residents, their guests or employees of the Owner.
2. Any drug related criminal activity on or off such premises. 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 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.)

2. Alcohol use that the Owner determines sufficient to interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants, their guests, or employees of the Owner.

(M) Not make any repairs, alterations, or changes to the elements of the dwelling unit or install permanently affixed carpet, wall covering, or any equipment including antennas, or to use a waterbed, without the prior written consent of the Owner. This includes installation of major appliances. To make no changes to locks or install new locks or exterior doors without the Owner's written approval.

(N) To give prompt prior written notice to the Owner of Tenant's leaving dwelling unit unoccupied for any period exceeding two calendar weeks. The Owner retains the right to declare any unit which is not occupied by the Head of Household for a two-week period and for which rent is in arrears as “abandoned” under state law and terminate the Lease.

(O) To act in cooperative manner with neighbors and Property Staff. To refrain from acting or speaking in an abusive or threatening manner toward neighbors and Property Staff.

(P) Not to display, use, or possess firearms in violation of the law or allow members of Tenant's household or guests to display, use, or possess firearms in violation of the law use or any firearms (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of North Carolina anywhere on the property.

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(Q) To take all reasonable and necessary precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises. Storage of gas-powered equipment requires removal of all fuel and placement in an area free from hazard of fire.

(R) To avoid obstructing sidewalks, areaways, galleries, passages, stairs, and to avoid using these areas for purposes other than egress from the dwelling unit.

(S) To refrain from erecting or hanging radio or television antennas on or from any part of the development not within the direct control of the Tenant, and to request permission to install such item from the Owner in areas controlled by the Tenant prior to installation.

(T) To refrain from, and to cause members of the Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling unit of any Owner development, unless registered with the Owner in accordance with the Owner's Pet Policy. Properly documented assistance or companion animals must still comply with specific requirements described in the Pet Policy.

(U) To remove from the property any vehicles without valid state registration and current inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Owner. Any inoperable or unlicensed vehicles as described above will be removed from the property at Tenant's expense. Automobile repairs and maintenance are not permitted anywhere on the property.

(V) To remove any personal property left on the premises when Tenant leaves, abandons, or surrenders the dwelling unit. Property left for more than 3 days will be considered abandoned and will be disposed of by the Owner at the expense of the former Tenant.

(W) 1. Not to commit any fraud in connection with any housing assistance program, and

2. Not to receive assistance for occupancy of any other unit assisted under any housing assistance program during the term of the Lease.

(X) To promptly pay any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid the disconnection of utility service for such utilities.

(Y) To adhere to all local ordinances of Asheville including all ordinances on truancy and curfew should they be applicable.

(Z) The Owner is a Moving to Work (MTW) agency. Adult household members who are subject to the owner's MTW work or self-sufficiency requirements must comply with the participation standards established in the Owner's MTW policies. Failure to comply with these requirements will be considered a beach of the lease for which the lease may be terminated.

(AA) Parents or guardians are responsible for ensuring that all school-aged children residing in the household comply with North Carolina compulsory education laws, including enrollment in public school, private school, or an approved home school program.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Owner Responsibilities include:

(A) The Owner shall be responsible for repair of the unit within a reasonable period of time after receiving written notice from Tenant. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

(B) The Owner shall offer Tenant replacement housing, if available, if necessary, if repairs cannot be made within a reasonable time, and if the damage was not caused by Tenant, household members or guests.

(C) Tenant shall accept any reasonable housing offered by the Owner.

(D) In the event repairs cannot be made by the Owner, as described above, or alternative standard accommodations are unavailable, the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The Owner will endeavor to make all necessary repairs as soon as possible. No abatement shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.

(E) If the Owner determines that the dwelling unit is uninhabitable because of imminent danger to life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any advanced rent paid will be refunded to Tenant.

11. MOVE-IN AND MOVE-OUT INSPECTIONS

(A) **Move-in-Inspection:** The Owner and Tenant or representative of either party shall inspect the dwelling unit prior to occupancy by Tenant. The Owner will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Owner and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted in the inspection report will be corrected by the Owner. If no other deficient conditions, which may not have been apparent at the time of Move-in Inspection, are identified by the household within fifteen (15) days of the Move-in Inspection, the condition of the unit is established. Any subsequent deficiencies must be reported by the Household to the Owner as part of its maintenance procedures.

(B) **Move-out Inspection**: The Owner will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without proper notice to the Owner.

12. ENTRY OF PREMISES DURING TENANCY

Tenant Responsibilities

(A) Upon reasonable notice Tenant agrees that the duly authorized agent, employee, or contractor of the Owner will be permitted to enter Tenant's dwelling during reasonable hours for purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(B) The Tenant does not need to be present for Owner to enter the unit and perform requested or emergency repairs.

Owner's Responsibilities

(A) The Owner shall give reasonable advance notice of its intent to enter the unit for routine maintenance. Where Tenant must prepare the unit for maintenance service, such as extermination, the Owner shall provide 24 hours advance written notice to Tenant.

(B) The Owner may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(C) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Owner shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

13. FORMAL NOTICE PROCEDURES

(A) Tenant Responsibility - Any formal notice to the Owner must be in writing, delivered to the Owner's central office, or sent by prepaid first-class mail, properly addressed.

(B) Owner Responsibility - Formal notices to Tenant must be in writing, delivered to the Tenant's household and/or sent by mail addressed to Tenant. At the prior request of the Tenant, notices can be provided in an alternative and accessible format. Accessible notices will be provided in a manner consistent with Tenant preference or in an equally accessible format should the Tenant preference not be practical (administrative and financial burden).

14. INFORMAL HEARING RIGHTS

(A) Right to Informal Hearing. In accordance with 24 CFR 982.555 and RAD alternative requirements, Tenant shall be provided an opportunity for an informal hearing in the following circumstances:

1. For any determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;

2. For any determination of the appropriate utility allowance (if any) for tenant-paid utilities;

3. For any determination of the family unit size under subsidy standards;

4. For any determination to terminate assistance for the Tenant family because of the family's action or failure to act;

5. For any determination to terminate assistance because the Tenant family has been absent from the assisted unit for longer than the maximum period permitted;

6. For any determination to terminate tenancy;

7. In addition to the reasons listed above, an opportunity for an informal hearing must be given to Tenant for any dispute that Tenant may have with respect to an Owner action in accordance with the Tenant's lease or the contract administrator in accordance with RAD PBV requirements that adversely affects the Tenant's rights, obligations, welfare, or status.

(B) Administration of Hearings. For hearings required under 24 CFR 982.555(a)(1)(i)-(v) concerning income determinations, utility allowances, unit size, and termination of assistance, the contract administrator (PHA), or its agent, will perform the hearing. For additional hearings required under RAD concerning Owner actions that adversely affect Tenant's rights, obligations, welfare, or status under this Lease, the Owner, or its agent, will perform the hearing. The hearing officer (agent) must be selected in accordance with 24 CFR 982.555(e)(4)(i).

(C) Exclusions from Hearing Rights. There is no right to an informal hearing for class grievances or for disputes between residents not involving the Owner or contract administrator.

(D) Notice of Hearing Rights. The Owner shall give Tenant notice of Tenant's ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings, including those that address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)-(vi). Any notice of proposed adverse action shall inform Tenant of the right to request an informal hearing and shall include the deadline for requesting such hearing.

(E) Hearing Before Eviction. The Owner shall provide Tenant an opportunity for an informal hearing before any eviction action.

15. INDEMNIFICATION

The tenant agrees to indemnify the Owner and the Leasing Agent for any tort claims brought against the Owner or Management Agent due to actions directly by the tenant or within their control or obligation to act. This includes all household members, guests of the household and pets, whose presence in the unit is controlled by the property's Pet Policy.

16. TERMINATION OF LEASE

In terminating the Lease, the following procedures shall be followed by the Owner and Tenant:

(A) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in section 9 above, or for other good cause. Prior to any termination of tenancy or eviction, Tenant shall be provided an opportunity for an informal hearing in accordance with Section 14 of this Lease and 24 CFR 982.555. Such serious or repeated violation of terms should include but not be limited to:

1. The failure to pay rent or other payments when due;
2. Failure to accept the Owner's offer of a lease revision to an existing lease;
3. Misrepresentation of household income, assets, or composition;
4. Failure to supply, in a timely fashion, any certification, release, information or documentation on household income or composition needed to determine RAD or PBV, requirements;
5. Any determination by the Owner that the household is not eligible for benefits provided by the RAD, or PBV programs.
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit common areas, grounds, or parking areas of any property site;
7. Criminal or other types of activity by Tenant, household member, guest or other person under Tenant's control including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Owner's premises by other residents, or any drug-related criminal activity on or near the property;
8. Discovery of a failure to disclose required information on the original application including information regarding criminal background;
9. Conviction of any household member for manufacture of methamphetamines.
10. Offensive weapons or illegal drugs seized in the Tenant's unit by a law enforcement officer;
11. A criminal arrest, prosecution or conviction for the activity described in 5 or 6, shall not be necessary in order to sustain an eviction for cause or provide cause for termination by the Owner; and
12. Any fire on Property premises caused by household carelessness, failure to supervise guests or unattended cooking.

(B) The Property shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable time, but not to exceed seven (7) days, when the health or safety of other Tenants or Property staff is threatened; and
3. 30 days in any other case.

(C) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as they may wish, shall inform Tenant of the right to examine Owner documents directly relevant to the termination, and shall inform Tenant of the right to request an informal hearing in accordance with Section 14 of this Lease and the procedures set forth in 24 CFR 982.555, including the deadline for requesting such hearing.

2. Any Notice to Vacate (or quit) which is required by State or local law may be combined with or run concurrently with the notice of termination under this section. The Notice to Vacate must be in writing and specify that if the Tenant fails to quit the premises within the statutory period, appropriate action will be brought, and he/she may be required to pay the costs of court and reasonable attorney's fees.

3. The Owner may evict Tenant from the unit only by bringing a court action.

(D) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section 13, above.

(E) In deciding to evict for criminal activity, the Owner shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by, or awareness of household members, and the effects that the eviction would have both on household members, not involved in the prescribed activity and on the household's neighbors. In appropriate cases, the Owner, in its sole discretion, may permit continued occupancy by remaining household members and may impose a condition that household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(F) When Owner evicts a Tenant from a dwelling unit for criminal activity the Owner shall notify the local post office serving that dwelling unit that such individual or household 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.

17. WAIVER

No delay or failure by the Owner in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

DRAFT

18. LEASE ADDENDUM SIGNATURES

By signing below, Tenant and Owner enter into this Lease and agree to all the Terms and Conditions of the Lease Addendum, and Resident Materials. This Lease will take effect on the "Effective Date" shown in Section 1 of the Lease.

THE Housing Authority of City of Asheville (HACA) Asheville, NC

_____ BY: _____

Head of Household Date Management Agent Date

_____

Spouse Date

_____

Adult Household Member Date

_____

Adult Household Member Date

TENANT AGREES THAT ALL PROVISIONS OF THE LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISION AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED OF THE LEASE.)

DRAFT