

ASSISTED LEASE

1. **PARTIES AND DWELLING UNIT.** The parties to this Agreement are Lorain Metropolitan Housing Authority (LMHA), referred to as the Landlord, and First Init Last Name referred to as the Tenant. The Landlord leases to the Tenant Unit No. Unit ID located at Address, City, ST, Zip in the Development known as Plaza 16-. Additional eligible household members who may reside in the unit are: Other or N/A.
2. **LENGTH OF TIME (TERM).** The initial term of the Agreement shall begin on I/O Date and end on Lease end date. After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by Paragraph 23 of this Agreement.
3. **RENT.** The Tenant agrees to pay \$ I/O Rent for the partial month ending on Last day of I/O month. After that, the Tenant agrees to pay a rent of \$ Rent amt per month. This amount is due on the 1st day of the month paid in accordance to the statement mailed to the resident.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this Development is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form, which is Attachment No. 1 to this Agreement.

4. **CHANGES IN THE TENANT'S SHARE OF THE RENT.** The Tenant agrees that the Amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
 - a. HUD or the Contract Administrator (such as a PHA) determines in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - c. The income, the number of persons in the Tenant's household or other factors considered in calculating the tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
 - d. Changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
 - e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
 - f. The Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multi-family subsidy programs. The Landlord agrees to give

the Tenant at least thirty (30) days advance written notice of any increase in the Tenant's rent except as noted in Paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. **CHARGES FOR LATE PAYMENT AND RETURNED CHECKS.** If the Tenant does not pay the full amount of the rent shown in Paragraph 3 by the end of the 10th day of the month, the Landlord may collect a late fee of \$10.00. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in Paragraph 23. The Landlord may collect a fee equal to the charge of the bank on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
6. **CONDITION OF DWELLING UNIT.** By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
7. **CHARGES FOR UTILITIES AND SERVICES.** The costs of all utilities (heating, cooling, lights, electric, cooking and water) shall be included in the Tenant's rent payment.
8. **SECURITY DEPOSITS.** The Tenant has deposited \$ Security Deposit with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:
 - a. The Tenant must provide the Landlord with a 30-day written Notice of Intent to Vacate required by Paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control;
 - b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete a move-out inspection report. The Tenant may participate in the move-out inspection, if the Tenant so requests;
 - c. The Landlord will refund to the Tenant the amount of the security deposit (plus interest if applicable by State law) less:
 - 1) Unpaid rent;
 - 2) Damages that are not due to normal wear and tear;
 - 3) Charges for late payments or returned checks;
 - 4) Charges for keys not returned.
 - d. The Landlord agrees to refund the security deposit less amounts due under Paragraph 8c within 30 days after the Tenant has vacated the unit and given his/her new address to the Landlord. The Landlord will also provide the Tenant a written list of charges that were deducted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted, the Tenant may

request a conference with the Landlord.

9. **KEYS AND LOCKS.** The Tenant agrees not to install additional or different locks on any doors or windows of the unit without permission of the Landlord. If the Landlord approves the request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the unit to the Landlord. The Landlord may charge the Tenant \$5.00 for each key not returned.

10. **MAINTENANCE.** The Landlord agrees to:

- a. regularly clean all common areas of the development;
- b. maintain the common areas and facilities in a safe condition;
- c. arrange for collection and removal of trash and garbage;
- d. maintain all equipment and appliances in safe and working order;
- e. make necessary repairs with reasonable promptness;
- f. maintain exterior lighting in good working order;
- g. provide extermination services, as necessary; and
- h. maintain grounds and shrubs.

The Tenant agrees to:

- a. keep the unit clean;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purpose for they are intended;
- c. not litter the grounds or common areas of the development;
- d. not destroy, deface, damage or remove any part of the unit, common areas or development grounds;
- e. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
- f. remove garbage and other waste from the unit to proper containers and/or receptacles in a clean and safe manner; and
- g. be responsible for guests' behavior while on LMHA development property.

11. **DAMAGES.** Whenever damage is caused by carelessness, misuse or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown on Paragraph 3 of this Agreement.

12. **RESTRICTIONS ON ALTERATIONS.** No alteration, addition or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies or procedures and making and paying for structural alterations to a unit or common areas. The

Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR, Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. **GENERAL RESTRICTIONS.** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. Sublet or assign the unit, or any part of the unit;
 - b. Use the unit for unlawful purposes;
 - c. Engage in or permit unlawful activities in the unit, in the common areas or on the development grounds;
 - d. Engage in drug related criminal activity on or off the premises, not just on or near the premises;
 - e. Engage in alcohol abuse that the Housing Authority determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
 - f. Have pets or animals of any kind in the unit without the prior written permission of the Landlord. The tenant is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the Landlord are attached hereto and incorporated hereby. The Tenant agrees to comply with these rules. Tenants/pet owners must register their pets with the Landlord before the pet is brought on the premises and must update the registration annually. A violation of these rules may be grounds for removal of the pet or termination of the Tenant's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The 24 CFR part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability.

The Landlord may, after reasonable notice to the Tenant and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the Landlord has received a signed, written complaint alleging (or the Landlord has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness,

or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Landlord may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The Landlord shall enter the premises and remove the pet or take such other permissible action only if the Landlord requests the Tenant (pet owner) to remove the pet from the project immediately, and the Tenant (pet owner) refuses to do so, or if the Landlord is unable to contact the Tenant (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

g. Make or permit noises or acts that will disturb the right or comfort of neighbors. The Tenant agrees to keep the volume of any radio, stereo, television or musical instrument at a level which will not disturb the neighbors.

14. **RULES.** The Tenant agrees to obey the House Rules, which are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:
- a. The rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. The Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. **REGULARLY SCHEDULED RECERTIFICATION.** Every year around the 1st day of 4th **month prior to renewal**, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties:
 1. Require the Tenant to pay the higher, HUD-approved market rent for the unit;
 2. Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by Paragraph 4 of this Agreement.

The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

- b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS.**

- a. If any of the following changes occur, the Tenant agrees to advise the Landlord within ten (10) business days:
 1. Any household member moves out of the unit;
 2. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment;
 3. The household's income cumulatively increases by \$200.00 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty (30) days to pay after receiving written notice of any rent owed for the above described time period or the Landlord can evict for nonpayment of rent.
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. **REMOVAL OF SUBSIDY.**

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit
 1. The Tenant does not provide the Landlord with the information or reports required by Paragraph 15 or 16 within ten (10) calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
 2. The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten (10) calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance and assistance is available.
18. **TENANT OBLIGATION TO REPAY.** If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by Paragraph 16 of the Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formula, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.
19. **SIZE OF DWELLING.** The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit and the required size unit becomes available, the Tenant agrees:
- a. to move within thirty (30) days after the Landlord notifies him/her that a unit of the required size is available within the project; or
 - b. to remain in the same unit and pay the HUD-approved market rent.
20. **ACCESS BY LANDLORD.**
- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit and to enter the unit only after receiving the Tenant's consent to do so, except when emergency situations make such notices impossible or except under Paragraph c below.
 - b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given notice of intent to move, the tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
 - c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.
21. **DISCRIMINATION PROHIBITED.** The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class such as unmarried mothers or

recipients of public assistance, or because there are children in the family

22. **CHANGE IN RENTAL AGREEMENT.** The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least sixty (60) days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least thirty (30) days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project as provided by Paragraph 23.
23. **TERMINATION OF TENANCY.**
- a. To terminate this Agreement, the Tenant must give the Landlord thirty (30) days written notice before moving from this unit.
 - b. Any termination of the Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
 - c. The Landlord may terminate this Agreement only for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in, on or near the premises by any tenant, household member or guest, and any such activity engaged in or on the premises by any other person under the Tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control:
 - a. that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
 - or
 - b. that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 7. if the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or, in the case of the State of New Jersey, is a high misdemeanor;
 8. if the Tenant is violating a condition of probation or parole under Federal or State law;

9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has engaged in the criminal activity, regardless of whether the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause which includes, but is not limited to, the Tenant's refusal to accept change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term "material noncompliance" with the lease includes:

1. one or more substantial violations of the lease;
 2. repeated minor violations of the development that:
 - a. disrupt the livability of the development
 - b. adversely affect the health or safety of any person or the right of any Tenant to the quiet enjoyment of the leased premises and related development facilities;
 - c. interfere with the management of the development; or
 - d. have an adverse financial effect on the development
 3. failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to submit required evidence of citizenship or eligible immigration status, failure to meet the disclosure and verification requirements for Social Security numbers, failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies);
 4. to knowingly provide incomplete or inaccurate information; and
 5. non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State Law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
- e. If the Landlord proposed to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement for "other good cause", the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least thirty (30) days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
1. specify the date this Agreement will be terminated;
 2. state the grounds for termination with enough detail for the Tenant to prepare a defense;

3. advise the Tenant that he/she has ten (10) days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 4. advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by Paragraph e.
24. **HAZARDS.** The Tenant shall not undertake, or permit his/her family or guest to undertake, any hazardous acts or do anything that will increase the development's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. **PENALTIES FOR SUBMITTING FALSE INFORMATION.** Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material non-compliance with the lease, subject to termination of tenancy. In addition, the Tenant could be subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five (5) years.
26. **CONTENTS OF THIS AGREEMENT.** This Agreement and its Attachments make up the entire Agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of the Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. **ATTACHMENTS TO THIS AGREEMENT.** The Tenant certifies that he/she has received a copy of the Agreement and the following Attachments to this Agreement and understands that these Attachments are a part of this Agreement.
- a. Attachment No. 1 – Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 – Unit Inspection Report
 - c. Attachment No. 3 – House Rules
 - d. Attachment No. 4 – Pet Policy
 - e. Attachment No. 5 – Additional Fees
 - f. Attachment No. 6 – VAWA Addendum
 - g. Attachment No. 7 – Smoke-Free Addendum
28. **TENANTS' RIGHTS TO ORGANIZE.** Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

29. **TENANT INCOME VERIFICATION.** The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount of verification of family income in accordance with HUD requirements.

30. **The lease agreement will terminate automatically if the Section 8 Housing Assistance contract terminates for any reason.**

31. **SIGNATURES**

TENANT

BY:

1. _____ / /

Date Signed

2. _____ / /

Date Signed

LANDLORD

BY:

1. _____ / /

Date Signed

Revised: February 2018

SAMPLE ONLY - NOT A REAL LEASE

U. S. Department of Housing and Urban Development
OWNER AND TENANT 50059 CERTIFICATIONS

NOTICE TO OWNERS:

PENALTIES FOR MISUSING APPLICANT AND TENANT INFORMATION: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected from the applicant or tenant. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use.

NOTICE TO TENANTS ON THE PRIVACY ACT:

The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et seq.) the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD or a Public Housing Authority (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

PUBLIC REPORTING BURDEN:

The reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U. S. Department of Housing and Urban Development, Washington, D. C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2502-2024), Washington, D.C. 20503.

CERTIFICATIONS:

A. Warning to Owners – Your signature indicates that you agree with this certification statement.

The 50059 Owner Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures: I certify that this Tenant's eligibility, rent and assistance payment have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained. I also certify that the computations are based upon the data provided by the Tenant. I have read and understand the purpose and uses of collecting the required information from applicants and tenants and I understand that misuse of this information can lead to personal penalties to me.

Signature of Owner's Representative:

Date: _____

B. Warning to Tenants – Your signature means that you have read the Privacy Act Notice and agree with this certification statement.

The 50059 Tenant Certification of the Accuracy of Information Provided to Receive Housing Assistance. This certification covers the information provided by the Applicant/Tenant in Parts 2, 3, and 4 of the 50059 data Requirements. This information is used in determining eligibility or the level of benefits.

- I/We certify that the information I/We have provided is true and complete to the best of my/our knowledge and belief.
- I/We understand that, if I/We furnish false or incomplete information, I/We can be fined up to \$10,000 or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased.
- I/We have read the Privacy Act Notice.

Signature of Household Head:

Date: _____

Signature of Spouse or Co-Head:

Date: _____

PUT IN 50059 FROM

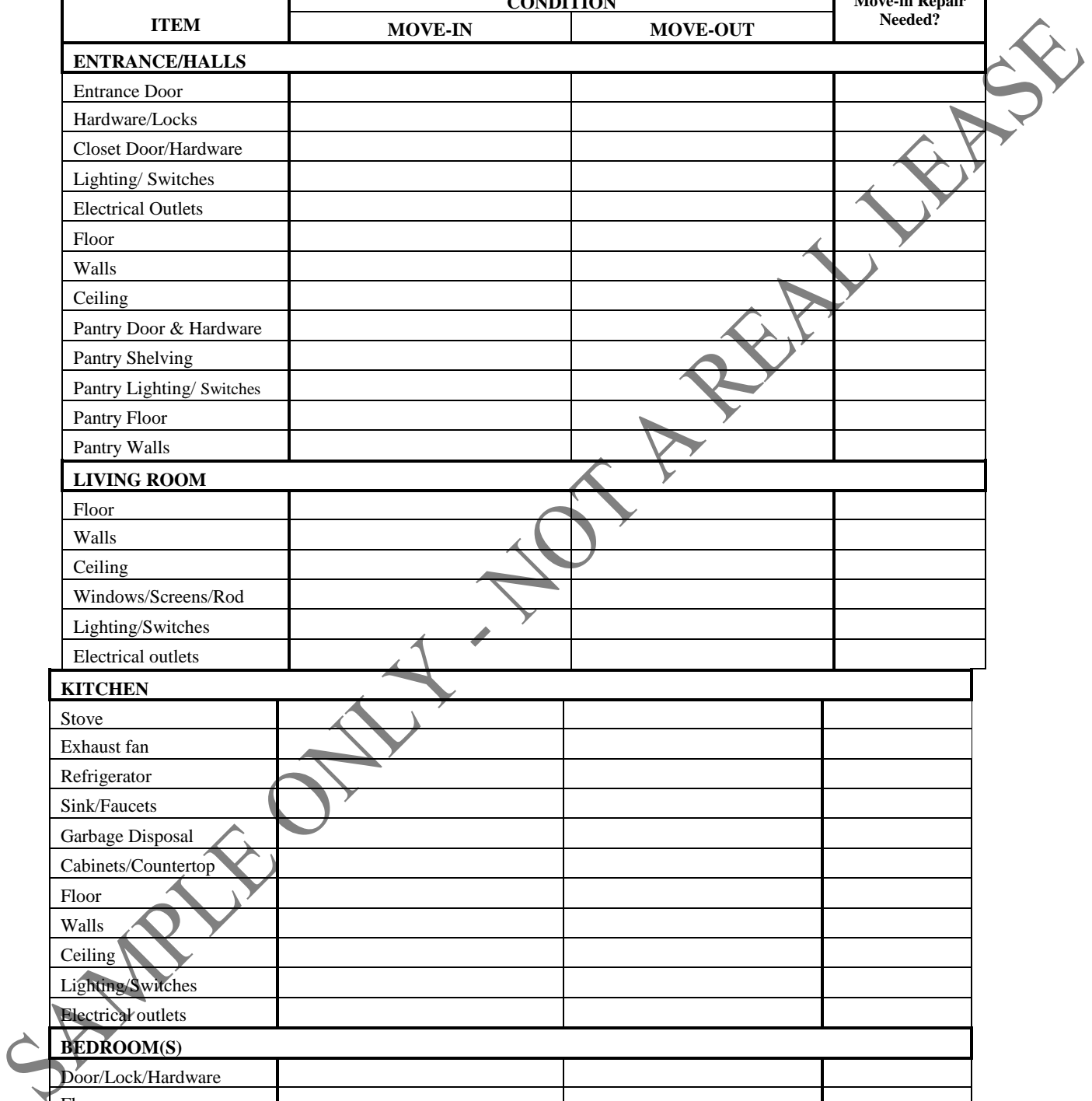
COMPUTER

SAMPLE ONLY - NOT A REAL LEASE

UNIT INSPECTION REPORT

Resident: First Init Last Name		Unit ID: Unit ID	Apartment No. Apt #
Move-In Inspection Date I/O Date	Work Order Needed? YES NO	Permission to enter? YES NO N/A	Move-Out Inspection Date

ITEM	CONDITION		Move-in Repair Needed?
	MOVE-IN	MOVE-OUT	
ENTRANCE/HALLS			
Entrance Door			
Hardware/Locks			
Closet Door/Hardware			
Lighting/ Switches			
Electrical Outlets			
Floor			
Walls			
Ceiling			
Pantry Door & Hardware			
Pantry Shelving			
Pantry Lighting/ Switches			
Pantry Floor			
Pantry Walls			
LIVING ROOM			
Floor			
Walls			
Ceiling			
Windows/Screens/Rod			
Lighting/Switches			
Electrical outlets			
KITCHEN			
Stove			
Exhaust fan			
Refrigerator			
Sink/Faucets			
Garbage Disposal			
Cabinets/Countertop			
Floor			
Walls			
Ceiling			
Lighting/Switches			
Electrical outlets			
BEDROOM(S)			
Door/Lock/Hardware			
Floor			
Walls			
Ceiling			
Windows/Screens/Rod			
Closet/Door/Hardware			
Lighting/Switches			
Electrical outlets			
ECB			



Address

BATHROOM			
Sink/Faucet			
Vanity			
Shower/Tub			
Toilet			
Towel Bar			
Door/Lock/Hardware			
Floor			
Walls			
Ceiling			
Exhaust fan			
Lighting/Switches			
Electrical outlets			
ECB			
OTHER EQUIPMENT			
Heating Equip/T'stat			
Air-conditioner			
Smoke/Fire alarms			

Move-In

This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

Manager's Signature

Date

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I have 5 days after this inspection to report any additional deficiencies on this form. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature

Date

Resident's Signature

Date

Move-Out

Manager's Signature

Date

Agree with move-out inspection

Disagree with move-out inspection

If disagree, list specific items of disagreement.

Resident's Signature

Date

Resident's Signature

Date

HOUSE RULES: ASSISTED HOUSING

These rules are in addition to the obligations set forth in Paragraph 13 of the lease and are binding upon the Lessee as written therein. As such, they comprise Attachment 3 of your lease. As necessary, these rules may be amended by providing residents with a thirty (30) day notice of the proposed additions/deletions.

1. Babysitting by residents within the Building is not permitted on a regular basis.
2. Residents shall advise LMHA Personnel of overnight guests. For guests staying more than two (2) nights, prior Managerial approval is required. Guests' visits must not exceed 14 days (consecutive or cumulative) without a written extension approval by the Director and/or Operations Manager. The written notice must be given no later than twenty-four (24) hours after the guest begins staying at the unit.
3. Extended absence or abandonment. Abandonment is distinguished from absence from the unit by the resident's failure to pay the rent due to the unit and failure to acknowledge or respond to notices from LMHA regarding the delinquent rent. An extended absence from the unit may be granted by LMHA. LMHA will grant an extended absence, without loss of subsidy, not to exceed ninety (90) days for vacation purposes. LMHA will grant an extended absence, without loss of subsidy, not to exceed one hundred eighty (180) days for medical reasons, provided documentation is received from medical personnel.
4. Solicitation within the building is prohibited. Distribution of materials within the building is prohibited. Literature/materials may be left at the building for residents.
5. Parking spaces are limited to one space per resident. The Resident must register his/her car with the Development Manager and receive a parking sticker. The car must be in working condition, legally licensed with the State of Ohio, and registered with LMHA.
6. LMHA may cause the removal of any improperly parked, abandoned or inoperative vehicle after 72 hours. The owner shall pay the cost of the towing and storage. However, in areas designated Private Tow Away Zone, LMHA may cause the removal of the any vehicle without notice and the Owner shall pay the cost of towing and storage.
7. Parking spaces are not to be used for major vehicle repair or the parking of commercial or recreational vehicles, or trailers.
8. The Resident shall immediately report to LMHA the presence of roaches, rodents, etc. in or about the leased unit. LMHA will exterminate the unit at no cost to the resident. LMHA will advise the resident if any preparation is required prior to the extermination of the unit.
9. Alcoholic beverages are prohibited in common areas of the Development, including the exterior grounds (including parking areas), the interior corridors, the lobby, the laundry area, and the community rooms,

the dining areas, and the Administrative areas.

10. Drug Activity and/or criminal activity is prohibited within the leased unit, any common areas, or the parking areas. Residents engaging in drug/criminal activity on or off the premises are subject to lease termination.
11. Loitering in the principal entrance to the Building and in the lobby of the building is prohibited. The Activity Room, not the lobby, is to be used for socialization.
12. To reserve the Activity Room for a special function, the Resident must first secure approval from the Tenant Council.
13. Applicants or tenant files are available for review by applicants or tenants upon request or by third parties who provided signed authorizations for access from the applicant or tenant.
14. Live-In Aides may reside with a resident if they are essential to the care and well-being of the tenant. Live-In Aides must submit to a criminal background check and be approved by LMHA Management prior to moving into the unit. A live-in aide may reside with the tenant only as long as the tenant needs the supportive services. Families of live-in aides may not reside in the unit. The live-in aide has no right of occupancy and may not qualify for continued occupancy as a remaining family member. Once a live-in aide is approved, the tenant must sign a Live-In Aide addendum to their lease.
15. LMHA Management utilizes the Enterprise Income Verification (EIV) System to verify tenant income. LMHA may use this information only for the purpose of verifying income for rent calculation purposes and determining eligibility. LMHA personnel are required to maintain this information in a confidential manner. A tenant may request from Management a copy of the EIV report which pertains to them.
16. Visitors are required to legibly and properly fill out and sign the visitor's log located at the receptionist's window.
17. The Tenant shall refrain from making false accusations of misconduct against, and verbal or physical abuse of, LMHA Personnel, Contractors of LMHA, LMHA Tenants, or visitors.
18. The Tenant shall not allow guests or visitors who have been banned or barred from LMHA property to enter a high rise building or their leased apartment.
19. The tenant shall not bring into the building or their leased apartment items that have been placed at the curb or dumpster for disposal
20. Tenants are prohibited from admitting into the leased unit or onto the development property, harboring, feeding, or providing shelter or other comfort to any stray, feral, or abandoned cat, or other animal within, on, or in the immediate vicinity of the leased unit or development, or otherwise do anything to encourage or entice any such animal to enter or remain on the development/premises.

**LORAIN METROPOLITAN HOUSING AUTHORITY
HARR PLAZA AND INTERNATIONAL PLAZA
PET POLICY
Revised January 2017**

When an LMHA resident applies to keep a household pet, the LMHA Pet Policy becomes an addendum to the resident's LMHA lease. Any violation of the Pet Policy becomes a material violation of the lease and the resident may be subject to eviction proceedings. The LMHA resident will be supplied with a copy of the Pet Policy for the resident's records and the resident's signature on the LMHA Pet Application will acknowledge his/her awareness that the Pet Policy is an addendum to the lease and any material violation of the Pet Policy may result in eviction from LMHA housing.

The Department of Housing and Urban Development requires that common household pets be permitted in public housing units. The following policy sets forth reasonable procedures and requirements enabling select pets to reside in public housing units. This policy is applicable to common household pets and does not apply to assistance animals for disabled individuals. Assistance animals are subject to the Assistance Animal Lease Addendum.

STATE AND LOCAL LAWS AND ORDINANCES

Notwithstanding any provision set forth in these Rules to the contrary, the LMHA Resident shall first comply with all State Laws and Local Ordinances governing pet(s) within their respective jurisdiction.

APPLICATION FOR PET REGISTRATION

Pet owners must register their pet with LMHA before the pet is brought onto the premises. The resident must complete the Application for Pet Registration along with a certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals, indicating that the pet has received all inoculations required by applicable State or local laws or regulations. Information sufficient to identify the pet and to demonstrate that the pet is a common household pet is required.

Dogs must be licensed by the State of Ohio annually with a copy of the current license provided to LMHA.

Two (2) pet sponsors (named on the Application for Pet Registration) must be designated by the resident. These individuals agree to remove the pet from the premises should the resident become incapable of caring for the pet.

DEPOSITS/FEES

A PET DEPOSIT of \$300.00 is required for dogs and cats only. Payment of this pet deposit may be handled in one (1) of the following options:

1. Payment in full
2. \$50.00 initial amount and \$10.00 a month thereafter until payment is made in full

A default on the pet deposit shall be considered a material violation of the pet policy which is an addendum to the lease; therefore, an eviction action could result from failure to adhere to the pet deposit payment agreement.

Assistance animals are not subject to the required Pet Deposit.

Upon move-out, the unit will be inspected for pet caused damage. The pet deposit will be returned minus any charges for damage caused by the pet. If the pet no longer resides in the unit but the resident remains in the unit, the unit will be inspected for damage and the pet deposit returned minus any charges for damage caused by the pet. If the amount of damages caused by the pet exceeds the deposit, the resident is liable for the remainder.

After initial approval of the pet, the resident must provide updated pet shot records and verify current information on the pet sponsors at Annual Review.

DEFINITIONS

For the purpose of the LMHA Pet Policy, “common household pet” is defined as a domesticated animal traditionally kept in the home for pleasure. “Pet” is limited to cats, dogs, birds (parakeets, canaries, parrots, & cockatiels), caged rodents (hamsters, gerbils, & guinea pigs), turtles and fish.

Ferrets, iguanas, snakes, komono dragons, exotic birds, rabbits, rats, mice, farm animals, or wild animals are not permitted. ONE (1) pet is permitted per household, with the exception of birds, hamsters, gerbils and guinea pigs where no more than two (2) of the aforementioned pets are permitted. An aquarium will not be counted as one “pet.”

Service or Assistance Animal is defined as an animal trained to provide assistive services to an individual with a disability. If the animal does not have specific disability-related training but is necessary in the coping with a disability, then the animal is a “companion animal” and not a “service animal.” LMHA will require verification that the applicant/resident is a qualified individual with a disability (24 CFR 8.3) and that the animal is necessary in assisting or coping with the disability.

PROHIBITED BREEDS/DANGEROUS ANIMALS

No animal that has been determined to be or may be defined as a “dangerous,” “nuisance” or “vicious” pursuant to Section 955.11 of the Ohio Revised Code¹ shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.

PET RULES

A. Pet Size Limitation

An adult dog at maturity may weigh no more than 20 pounds and the height at the shoulder shall be no more than 15 inches. An adult cat may weigh no more than 20 pounds.

Aquariums shall not exceed a 20-gallon capacity and are limited to one (1) per unit.

B. Sanitation

Dogs are required to be house-broken.

Cats must be litter-box trained. Litter boxes must be maintained to the extent that odors are not emitting from the unit. Cardboard boxes are not permitted to be used as litter boxes. Kitty litter shall be bagged, secured properly, and disposed of into trash receptacles. The resident shall not permit refuse from litter boxes to accumulate, become odorous, unsightly, or unsanitary.

Dogs must be able to relieve themselves outside the leased unit. Management may designate a space or spaces to be used exclusively for the purpose of exercising pets. Pet owners shall be responsible for the immediate clean up of pet feces (dog or cat) after the exercise of their pet. Failure to clean up pet feces is determined to be a material violation of the pet policy, which is an addendum to the lease; therefore an eviction action may be initiated against a pet owner failing to clean up after their pet. Pet owners are responsible to ensure the unit is flea free. If LMHA determines fleas are present as a result of their pet, the resident shall bear the expense to have the unit sprayed for fleas by an accredited exterminator.

¹ “Dangerous” means a dog that, without provocation, has caused injury, other than killing or serious injury, to any person, killed another dog, or been the subject of a third or subsequent violation of division (C) of section 955.22 of the Ohio Revised Code.

“Without provocation” means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

“Nuisance dog” means a dog that, without provocation and while off the premises of its owner, has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

“Menacing fashion” means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

“Vicious dog” means a dog that, without provocation, has killed or caused serious injury to any person.

C. Noise

Disruptive animal noises shall not be tolerated. A pet shall not be permitted to disturb, interfere, or diminish the rights, comforts or peaceful enjoyment of other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities. Management encourages any resident being disturbed by animals to contact the local police department to file a complaint in addition to submitting a written complaint to LMHA Management. Should the noise complaints continue, Management will request the animal to be removed from the leased unit. Failure to remove the pet within 48 hours of LMHA notification may result in a termination of lease for failure to adhere to the LMHA Pet Policy.

D. Unattended Pets

A pet may not be left unattended for more than twelve (12) consecutive hours. If it is reported to LMHA staff that a pet has been left unattended for more than a twelve (12) hour period, LMHA may request the proper Authorities remove the animal. Any expense incurred for removal of the pet shall be the responsibility of the resident.

E. Use of Pets

Pets are for companionship. The breeding of pets is prohibited. Pets may not be trained as fighting animals. As soon as age permits, pets must be spayed or neutered. Documentation must be provided to LMHA indicating the procedure has taken place.

Birds must be confined to a cage when the owner is not home or when LMHA or service personnel are present in the unit for inspections or service.

F. Identification

All dogs must wear collars with identifying tags (license & rabies). All pets will be photographed with the photo being placed in the resident's folder.

G. Pets in LMHA Common Areas

Common areas are areas outside of the resident's individual leased premises, e.g. elevators, hallways, lobby, etc. Pets in high rise buildings must be carried or on a leash no longer than six (6) feet long while in common areas. Dogs that are on a leash in common areas must be under control of the owner at all times. Pets are not permitted to loiter in common areas. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, walkway, stairway, stairwell, parking lot, trees, or common area. No enclosure for the pet shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example). Children ten (10) years of age or older may exercise the pet.

H. Pet Removal

Management reserves the right to require immediate removal of dangerous, vicious, or nuisance animals. If a dog has demonstrated aggressive tendencies or threatening behavior, such as growling or lunging at a person or another dog without provocation, LMHA may require the dog to be muzzled. Management will also contact the necessary Authorities and request removal of a pet when it is observed the pet is not receiving proper care and/or feeding. Additionally, LMHA will request the removal of a pet when it is determined the pet is causing damage to the leased unit.

I. Pet Disposal

In the event of the death of the pet, the resident shall properly dispose of the pet. Under no circumstances, shall a pet be buried on LMHA property or disposed of on the premises or in trash containers or dumpsters.

J. Visiting Animals

The pet policy pertains to LMHA resident's pets. Visiting animals are not permitted, except for assistance animals. "Pet Sitting" on LMHA property is prohibited. Residents residing within the same building are permitted to provide temporary care for another resident's pet.

K. Stray Animals

LMHA prohibits tenants from admitting into the leased unit or onto the development property, harboring, feeding/ watering, or providing comfort to any stray, feral, or abandoned cat or other wild animal/animals within, on, or in the immediate vicinity of the leased unit or development, or otherwise do anything to encourage or entice any such animal to enter or remain on the development/premises. Bird feeders are permitted.

LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet which shall include but shall not be limited to, necessary repairs, cleaning, de-fleaing and deodorizing, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property as a result of their pet ownership. Pet owners may also be liable for injuries occurring to another individual or pet as a result of their pet's aggressive behavior.

ENTRY OF UNIT BY LMHA PERSONNEL

LMHA personnel may elect to not enter a unit inhabited by a pet without confirmation that a member of the household is present to restrain or control the pet, unless LMHA is confident that the pet poses no threat or risk. LMHA will make an appointment with the resident to perform the required inspection or service when it is deemed necessary for the resident to be available to control the pet. Dogs shall not be kept in a locked room within the unit. If LMHA determines a pet has been left unattended or neglected and must be removed immediately, LMHA will enter the unit. LMHA shall not be responsible if any animal escapes from its residence due to its maintenance, inspections or other activities. Each LMHA leased unit housing a pet will be issued a sticker which must be placed on the door or window of the unit, indicating a pet is present in the unit.

LMHA PET APPLICATION

Resident Name: _____

Resident Address: _____

Resident's Phone Number: _____

Type of Pet: _____ Age of Pet: _____

Name of Pet: _____ Weight of Pet: _____

Has your pet been spayed or neutered? _____ Yes _____ No If no, please explain

Please list two (2) pet sponsors who will immediately take responsibility for your pet in case of emergency:

(1) Name: _____

Daytime phone: _____ Evening phone: _____

(2) Name: _____

Daytime phone: _____ Evening phone: _____

Name of your veterinarian: _____

Veterinarian telephone number: _____

My signature below serves as certification that all information I have provided to LMHA is correct to the best of my knowledge. I have read the LMHA Harr Plaza/ International Plaza Pet Policy;

____ **YES, I have a pet: I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of property damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the pet policy can result in LMHA initiating an eviction against my household.**

____ **NO, I do not have a pet. I am aware of the Pet Policy and I understand I must obtain approval by the office prior to getting a pet if I choose to in the future.**

Resident Signature

Date

Other adult household member signature

Date

LORAIN METROPOLITAN HOUSING AUTHORITY

1600 KANSAS AVENUE

LORAIN, OHIO 44052

**ADDENDUM TO LCEHC DWELLING LEASE
ASSISTANCE ANIMAL ADDENDUM**

Resident(s) Name: _____

Address: _____

CONDITIONAL AUTHORIZATION FOR ASSISTANCE ANIMAL You are hereby authorized to keep the above described assistance animal at your dwelling unit. This authorization is conditioned upon your compliance with all of the terms contained herein. This conditional authorization may be terminated by LMHA for any violation of the conditions set forth in this Authorization or for a violation of any other LMHA rule or regulation pertaining to the keeping of animals on LMHA premises. This authorization may also be terminated if service or companionship is no longer deemed necessary by your doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability.

DESCRIPTION OF ASSISTANCE ANIMAL Only the following described assistance animal is authorized to be kept in your dwelling unit. You may not replace and/or substitute another animal without proper verification and written permission from LMHA.

Type: _____ Breed: _____ Color: _____

Weight: _____ Age: _____ Name: _____

County license number (if applicable): _____

How long have you owned this animal? _____

Date of last rabies shot: _____ Has this animal been Spayed or Neutered? _____

Is the animal housebroken? _____ Photo: _____

Name, address and telephone number of veterinarian:

Contact information for the person who will take immediate responsibility of your assistance animal in case of emergency:

Name: _____

Daytime phone: _____ Evening phone: _____

1. **YOU ARE RESPONSIBLE** for your assistance animal. You are responsible for any damage to LMHA property or to the property of another caused by your assistance animal. If your assistance animal causes bodily injury to any person on LMHA premises, your assistance animal must be immediately removed from LMHA premises.
2. **DANGEROUS ANIMALS:** No animal that has been determined to be or may be defined as a “dangerous,” “nuisance” or “vicious” pursuant to Section 955.11 of the Ohio Revised Code² shall be permitted on LMHA premises. Any animal that engages in any activity described in Section 955.11 of the Ohio Revised Code shall be removed from LMHA premises.
3. **RULES.** You are responsible for the actions of the assistance animal at all times. You agree to abide by the following rules:
 - a. You agree that an assistance animal will not disturb, interfere or diminish the rights, comforts and peaceful enjoyment of neighbors or other residents. This applies whether the animal is inside or outside of your dwelling unit. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, meowing, crying, chirping; and/or biting, snapping, scratching, and other like activities.
 - b. You agree that at all times you shall be in compliance with all laws, ordinances or regulations as they relate to the assistance animal.
 - c. Assistance dogs and cats must be housebroken. Only one assistance animal per disabled household member may be kept at the dwelling unit, except in cases where the person with a disability requires separate assistance animals for separate functions. No offspring are allowed. You must provide litter boxes for cats. You shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary or odoriferous.
 - d. Animals shall not be tied to any fixed object outside the dwelling unit, including patio area, walkway, stairway, stairwell, parking lot, or common area. No enclosure for the assistance animal shall be erected or placed on any portion of the dwelling unit or on LMHA property (no dog houses or animal pens allowed, for example).
 - e. Dogs shall not be permitted to run at large and shall be under your control at all times while outside the dwelling unit.
 - f. You are solely responsible for cleaning up assistance animal droppings anywhere on the apartment community grounds. You shall promptly remove and properly dispose of any waste.
 - g. Your assistance animal must be fed and watered inside the dwelling unit; and food or water may not be left outside the dwelling unit at anytime.

² ¹“Dangerous” means a dog that, without provocation, has caused injury, other than killing or serious injury, to any person, killed another dog, or been the subject of a third or subsequent violation of division (C) of section 955.22 of the Ohio Revised Code.

“Without provocation” means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

“Nuisance dog” means a dog that, without provocation and while off the premises of its owner, has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

“Menacing fashion” means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

“Vicious dog” means a dog that, without provocation, has killed or caused serious injury to any person.

- h. Your assistance animal must at all time be in compliance with county licensing requirements and you shall maintain rabies and other inoculations as is required by law and you shall provide proof of such to LMHA on an annual basis or as otherwise requested.

4. ADDITIONAL RULES LMHA shall have the right to make reasonable changes and additions to the above rules from time to time in LMHA's sole discretion. Any such changes shall be in writing and shall be distributed to all residents who have been authorized to keep an assistance animal.

5. VIOLATION OF RULES – GRIEVANCE The Violation of any rule or provision of this Addendum shall be deemed to be a material violation of your lease agreement with LMHA and shall authorize LMHA to terminate your lease agreement and to initiate an eviction action against you and/or to revoke the conditional authorization provided in this Addendum. In the event that LMHA shall propose to take any adverse action as a result of its determination that you have violated any rule or provision of this Addendum, you may request a grievance hearing as is provided in your lease agreement.

6. LIABILITY FOR DAMAGES, CLEANING, ETC. You shall be liable for all damages caused by your assistance animal including the cost of cleaning, de-fleaing/deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property.

I have read and understand the foregoing rules regarding assistance animals and I agree to abide by these rules as well as the Rules and Regulations and all other provisions of my Lease Agreement.

I affirm that the information given regarding my assistance animal is true and accurate to the best of my knowledge and belief that my animal is properly licensed, and has had all shots and vaccinations required by law.

Tenant

Date

Tenant

Date

Landlord

Date

SAMPLE ONLY - NOT A REAL LEASE

**Section 8 New Construction
Harr Plaza / International Plaza**

ADDENDUM TO ASSISTED LEASE

The following flat fees and labor rate for maintenance and repairs are effective FEBRUARY 1, 2019

Residents are charged for repair of items that are damaged due to misuse, abuse, neglect, tinkering, or improper sanitary methods, whether caused by a tenant or guest. No charges are assessed for normal wear and tear. When a charge is to be assessed, residents are charged for parts and a minimum labor fee of ¼ hour.

LABOR RATES EFFECTIVE FEBRUARY 1, 2019

1 Hour (60 minutes)	\$36.00	¾ Hour (45 minutes)	\$27.00
½ Hour (30 minutes)	\$18.00	¼ Hour (15 minutes)	\$ 9.00

If damage is the result of vandalism, the tenant is still responsible to pay for the repairs. To dispute a charge, follow the grievance procedure outlined in the lease. Police reports *will not* be accepted as the sole reason to not charge for repairs. If a repair is contracted out, the **resident will be charged the actual amount billed by the contractor.**

FLAT FEES

Smoke detector disabled: \$50.00/incident

“Disabling” includes, but is not limited to, removal of a detector, disconnection of wires, unplugging the unit, removal of battery, or shutting off the circuit breaker. In addition to this flat fee, a charge will be assessed for a replacement smoke detector if it is damaged or missing.

Snaking plugged drains: \$50.00/drain -OR- contractor’s fee (whichever is greater)

Assessed if the drain is plugged due to neglect or abuse (e.g., excess grease, hair, soap, toilet paper, sanitary items, etc.) or accident (e.g., toys, combs, toothbrushes, etc.) stuck in the toilet or drain. A contractor’s charge is typically \$80 or more.

Garbage Pick-Up/Removal: \$15.00

For removal of garbage not properly disposed of, such as leaving a bag of trash in a common area.

Window Repair/Replacement: Contractor’s fee plus LMHA labor to remove/reinstall window

Screen Repair/Replacement: \$25.00 -OR- actual screen cost if more than \$25.00 plus LMHA labor to replace screen. This flat fee *does not include* heavy duty screens on the first floor windows.

Lock Change requested by Tenant: \$35.00

Lockout Charge after hours: Actual LMHA overtime labor costs

Replacement of Lost/Damaged Door Fob: \$25.00

If a fob is lost and later found, the charge for the replacement fob *will not* be removed from the tenant’s account.

Extra Apartment Key: \$5.00 each

Extermination Services: \$50.00 for failure to properly/fully prepare for extermination services OR for refusing entry to the exterminator after being properly notified by LMHA of the scheduled service.

Laundry Card Replacement: \$5.00

**ADD VAWA
LEASE
ADDENDUM
ATTCHMT 6
HERE**

Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance and property damage for a non-smoke-free building;

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or similar lighted smoking devices for burning tobacco or any other plant.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Designated Smoking Area. If, in LMHA's sole discretion, the property size and configuration allow, LMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If designated area has not been identified at the property, then smoking shall be permitted at least 25 feet away from any window or door of the LMHA structure. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area.

5. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

6. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the development.

7. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smokefree terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

8. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smokefree addendum agreements with Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

9. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

10. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smokefree living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or expressed warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

I/We have read and understand this Addendum of the Lease and agree to abide by them during my/our residency.

INITIAL NOTICE OF ANNUAL RECERTIFICATION

Section 8 New Construction Harr Plaza / International Plaza

Site: Plaza
Address: Address, City, ST, Zip
Unit Number: Unit ID
Date of Lease: Date of Lease
Name of Resident: First Init Last Name

Name of Owner/PHA: LORAIN METROPOLITAN HOUSING AUTHORITY

I have read my Lease. I understand the following which the Owner/Manager has discussed with me about paragraph 15: ("Regularly Scheduled Recertification") of my lease:

1. I will be paying the Owner some of the rent for my apartment each month and the government will be paying the Owner the rest of the rent. Each year the Owner and the government must decide how much of the rent for my apartment I must pay and how much the government must pay. The next time they must decide this for me will be on the **1st of next year m/y**. That's my Recertification Date.
2. The government and the Owner will need to know about my income and my family so they can decide how much rent I can pay starting on my Recertification Date. So, I must meet with my property manager to tell him about my income and my family by the **10th of 2 months prior m/y**. That's my Cutoff Date.
3. My property manager will send me a letter about four (4) months before my Recertification Date, reminding me to meet with him/her by my Cutoff Date. I should make an appointment to see the property manager as soon as I get that letter.
4. If I don't meet with my property manager by my Cutoff Date, my Lease says the Owner can tell the government to stop paying its share of the rent for my apartment. So, I'd have to start paying all of the rent for my apartment each month starting on my Recertification Date. And, if my recertification results in higher rent, my Lease says that the Owner won't have to give me thirty (30) days notice before I'd have to start paying higher rent.

Tenant Signature _____ Date: _____
Tenant Signature _____ Date: _____
Owner/PHA Signature _____ Date: _____

RECEIPT OF:
- GRIEVANCE PROCEDURE
- THE INFORMATION BOOKLET ON
RESIDENT RIGHTS AND RESPONSIBILITIES
-EIV & YOU BROCHURE
HUD-9887/A, HUD-9887, HUD-9887-A

This is to acknowledge that I, First Init Last Name, have received a copy of the following items when leasing my/our apartment.:

- the Lorain Metropolitan Housing Authority's Grievance Procedure
- Resident Rights and Responsibilities booklet
- HUD 9887/A, 9987, 9887-A Fact Sheet dated 9/2010
- A Guide for Tenants: Preventing and Getting Rid of Bed Bugs Safely
- EIV & You Brochure
- VAWA forms HUD-5380 and HUD-5382

Tenant Signature

Date

Tenant Signature

Date

Manager's Signature

Date

LORAIN METROPOLITAN HOUSING AUTHORITY

GRIEVANCE PROCEDURE

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for Tenants to seek the just, effective settlement of grievances against the Lorain Metropolitan Housing Authority (LMHA).

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d(k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all grievances (as defined in Section IV below) between Tenant and LMHA with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Tenants not involving LMHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and LMHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Ohio requires that Tenants be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a Unit. LMHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of LMHA, or
 - (2) Any violent or drug-related criminal activity on or off the premises; or
 - (3) Any criminal activity that results in the felony conviction of a household member.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by LMHA in accordance with the individual Tenant's Lease or LMHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status. .
- B. CFR:** The code of federal regulations, which contains the federal regulations governing this grievance procedure.
- C. Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of LMHA or to the Development office, in accordance with the requirements set forth in this procedure.
- A. Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug or the possession of a drug with intent to manufacture, sell, distribute, or use the drug as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. LMHA or Authority:** The LMHA, a political subdivision organized and existing under the laws of the State of Ohio.
- A. Elements of due process:** The following procedural safeguards which are required to be followed in an eviction action or a termination of tenancy in a state or local court:
- (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant. to refute the evidence presented by LMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
 - (4) A decision on the merits.
- B. Hearing Officer:** An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. HUD:** The United States Department of Housing and Urban Development.

I. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

A. The Regulations - The HUD regulations contained in subpart B of 24 CFR part 966.

B. Resident organization: An organization of residents, which includes any resident management corporation.

C. Tenant: The adult person (or persons) other than a live-in aide:

(1) Who resides in the Unit and who executed the Lease with LMHA as lessee of the Unit, or, if no such persons resides in the Unit,

(2) The person who resides in the Unit, and who is the remaining head of the household of the Tenant family residing in the Unit.

D. Business Days: Monday through Friday of each week, except for legal holidays recognized by the federal government.

V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all Leases between Tenants and LMHA.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. Initial Presentation. Any grievance must be personally presented, either orally or in writing, to LMHA's main office, or to the Development's management office within ten (10) business days after the occurrence of the event giving rise to the grievance.

B. Informal Settlement Conference. If the grievance is not determined by LMHA to fall within one of the three exclusions mentioned in section III B (1) and III B (2) above, then the LMHA Manager will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be notified in writing of the time and place for the informal settlement conference.

- C. **Written Summary.** Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by LMHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. Written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Tenant file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to LMHA's main office or the Development's management office no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. In order for a formal hearing to be requested under this section, the Complainant must have complied with the provisions set forth in Section VI above, unless the Complainant shows good cause why he/she failed to comply with Section VI to the hearing officer.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance, and
- (2) The action or relief sought by the Complainant.

- B. **Failure to Request Hearing.** If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, LMHA's decision rendered at the informal hearing becomes final. The Complainant's failure to request a hearing does not constitute a waiver by the Complainant to contest LMHA's action judicially. (Corrected Feb 2012)

VIII. SELECTION OF HEARING OFFICER

All grievance hearings shall be conducted by an impartial person appointed by LMHA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedure:

The LMHA shall consult the resident organizations before LMHA appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the LMHA before the appointment. The tenant organization has approved the recommendation of LMHA to use the Resident Initiatives Coordinator as the hearing officer.

IX. SCHEDULING OF HEARINGS

A. **Hearing prerequisites:** A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (1) The Complainant has requested a hearing in writing.
- (2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent which LMHA claims is due under the Complainant's Lease, the Complainant shall have paid to LMHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by LMHA in writing, no waiver of the hearing prerequisites will be given by LMHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of LMHA. Failure to comply with this provision will result in the termination of the grievance procedure. Such failure does not waive the Complainant's right to contest LMHA's disposition of the grievance judicially.

B. **Time, Place, Notice.**

- (1) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the Complainant and LMHA, not later than the tenth (10th) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate LMHA official, who, unless otherwise designated, shall be the Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. **Fair Hearings.**

The hearings shall be held before a hearing officer as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any LMHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If LMHA does not make the document available for examination upon request by the Complainant, LMHA may not rely on such document at the grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- (3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by LMHA and to confront and cross examine all witnesses upon whose testimony or information the LMHA or its management relies; and
- (4) A decision solely and exclusively upon the facts presented at the hearing.

B. Prior Decision in Same Matter.

The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the Complainant or LMHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed ten (10) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and LMHA of the determination.

D. Required Showing of Entitlement to Relief.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter LMHA must sustain the burden of justifying LMHA's action or failure to act with respect to the matter against which the complaint is directed.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised, by the complaint may be received without regard to the admissibility under the rules of evidence applicable to judicial proceeding.

F. Orderly Conduct Required.

The hearing officer shall require LMHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing.

The Complainant or the LMHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

C. Accommodation to Handicapped Persons.

LMHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision.

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

- (1) A copy of the decision shall be sent to the Complainant and LMHA. LMHA shall retain a copy of the decision in the Complainant's Tenant folder.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by LMHA and made available for inspection by any prospective Complainant, his representative, or hearing officer.

B. Binding Effect.

The written decision of the hearing officer shall be binding upon LMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless LMHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

- (1) the grievance does not concern LMHA, action or failure to act in accordance with or involving the Complainant's Lease, or LMHA's regulations, which adversely affect the Complainant's rights, rules, duties, welfare or status, or
- (2) the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the LMHA.

C. Continuing Right of Complainant to Judicial Proceedings.

A decision by the hearing officer or Board of Commissioners in favor of LMHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the Complainant or an adult member of the Complainant's household, (2) upon the

date received for or refused by the addressee, in the case certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of LMHA present at a regular meeting or a special meeting called for such purpose. Further, in addition to the foregoing, any change proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by LMHA before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

- A. Captions:** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving LMHA's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds LMHA's action to terminate the tenancy, LMHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and the vacating of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to Complainant, whichever is sooner.
- C.** This grievance procedure has been adopted in accordance with Section 966.52(C) of CFR part 966.
- D.** A copy of this grievance procedure has been furnished to each Tenant and to resident organizations.

EXHIBIT 1

HEARING OFFICER

1. LMHA Hearing Officer (Corrected Feb 2012)

SAMPLE ONLY - NOT A REAL LEASE

Race and ethnic form goes here

SAMPLE ONLY - NOT A REAL LEASE

SAMPLE ONLY - NOT A REAL LEASE