

Housing Authority of the City of Festus, MO
1504 Robert Thompson Lane
Festus, MO 63028

of Bedrooms _____
Development No. MO36P211-001
Unit # _____
Utilities: Resident Paid

DWELLING LEASE

The Housing Authority of the City of Festus, MO, hereinafter referred to as PHA, a public body politic, whose mailing address is 1504 Robert Thompson Lane, Festus, MO 63028 represented by its Executive Director, leases to _____ (referred to as "Resident"): the dwelling unit located at _____, Festus, Missouri under the terms and conditions as stated below:

1. The premises leased are for the exclusive use and occupancy of Resident and Resident's household who reside in the dwelling unit.
RESIDENT'S HOUSEHOLD: (Name/Age)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

1. INITIAL PERIOD OF LEASE & RENEWAL

The lease shall begin on _____ and end on the last calendar day of previous month on year hence. The Lease shall be automatically renewable for a successive term on one (1) year unless the community service requirement is not fulfilled or, unless terminated sooner by PHA or Resident as hereinafter provided. This unit _____ is (☒ is not) a handicap accessible unit. If the unit lease is a handicapped designated unit as checked and the resident family occupying the unit is not a family with handicapped individuals, the resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

2. RENT AND ADDITIONAL CHARGES:

The rent for the initial period (prorated for the partial month) of this Lease shall be \$ 0.00 or, if applicable, the amount of \$ 0.00 from the PHA for utility reimbursement. The monthly rental thereafter shall be a calculated rent of \$ _____ or a flat rent of \$ _____ whichever the resident elects, or such an amount that may be established at time of annual or interim review, which is in accordance with Section 14 of the Lease. Rent is due and collectable on the first day of each month and is delinquent if not paid by the close of business on the fifth day of each month. Charges for other than rent shall be due and collectable the fifteenth day following written notification of the charge. Such charges shall be considered delinquent on the fifth working day of the month following the due date. A list of standard charges is posted in the management office and is made a part of this lease by reference. Failure to pay charges for other than rent when due shall

result in a charge of \$25.00 being assessed to the Resident on the 6th day of the month, and thereafter, a finance late payment charge of \$1.00 per day may be due for each additional day the rent remains unpaid. The PHA reserves the privilege of waiving any or all finance charges.

3. SECURITY DEPOSITS:

Resident agrees to pay a security deposit of \$ _____. This will be used at Lease termination towards partial or total reimbursement for the cost of repairing any intentional or negligent damages as to the aforementioned dwelling unit, ordinary wear and tear excepted, and any unpaid rent or applicable charges owed to PHA by the Resident. If such deductions are made, PHA will provide Resident with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit. If security deposit is to be refunded, it will be refunded within thirty (30) days after Resident yields possession. **The security deposit shall not be used by the resident to pay rent or other charges.**

2. UTILITIES AND SPECIAL SERVICES CHARGES:

- A. Resident shall be responsible for securing utilities not supplied by Management and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service. Failure of Resident to maintain uninterrupted service because of non-payment of utilities or other reasons under resident's control shall be considered a serious violation of the terms and conditions of this lease.
1. The Authority will provide a cooking range and refrigerator in all units. Other major electrical appliances, freezers, extra refrigerators, washers, dryers, etc., may be installed, maintained and operated by Resident.
 2. Resident-paid Utilities: Resident resides in a development where the Authority does not supply electricity, natural gas, or water/sewer/trash, therefore, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities. Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the authority will pay the Utility Reimbursement to a utility supplier each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Resident 30 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Resident's actual bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to suppliers. If Resident's actual utility bill is less than the Allowance for Utilities, Resident shall receive the benefit of such saving.

Resident Responsibilities: Resident agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

- B. Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat or to notify Management, unless for any cause beyond his/her control.

3. RESPONSIBILITIES OF PHA:

Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by PHA.

Make necessary repairs to the premises.

Maintain buildings, facilities and common areas, not otherwise assigned to the Resident or Maintenance Department and maintain these facilities in a clean, safe, sanitary condition.

Maintain in common areas: facilities and equipment; grounds, lawns and shrubs.

Respond to calls by the Resident for applicable maintenance services.

OTHER SERVICES

- A. *Exterminations* PHA may provide extermination services as conditions may require. Resident may secure their own extermination services
- B. *Consultation* PHA will provide instructions to those Residents who desire installation, repair or to maintain items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Written permission shall be secured in advance by Resident from PHA.

4. RESIDENT OBLIGATIONS:

A default on the part of Resident shall exist and be grounds for eviction if Resident fails to meet and /or perform any of the specified duties and obligations set forth in this Lease. Grounds for eviction shall include, but not be limited to the following:

- A. Failure to abide by necessary and reasonable regulations as promulgated by PHA for the benefit and well-being of the community and residents which shall be posted in the Management Office and incorporated by reference into the Lease.
- B. Non-Payment of legal obligations including, but not limited to rent, maintenance charges, court case costs (including, but not limited to attorney fees), lock-out fees, utility cost where applicable, late fees, interest, and return check charges. (A charge of \$15.00 will be added for any check returned by the bank for any reason). This includes non-payment of money owed to any PHA for any previous unit.

- C. Continuous arrearage in payment of rent and/or other legal obligations (to this or any other PHA). Six times of paying rent after the fifth day of the month in any lease period will be grounds for eviction.
- D. Malicious or willful destruction of property by Resident, Resident's household members and guests.
- E. Intentional falsification of initial application and/or application for continued occupancy.
- F. Flagrant and/or repeated disregard for other Residents' rights;
 - 1. Resident shall not disturb or permit the disturbance of others by the use of musical instruments, unseemly noises or any interference whatsoever.
 - 2. Nothing shall be placed or permitted upon the outside window sills, or thrown or suspended from windows, balconies or railings of the building.
 - 3. Resident shall agree not to keep pets unless prior written approval is given by PHA in accordance with PHA's Pet Policy, which is posted in the Management Office and incorporated herein by reference.
 - 4. Resident, Resident's household member and/or Resident's guests or others on the premises with Resident's permission shall not loiter in the streets and shall not enter upon, without permission, property which is for another Resident's exclusive use.
- G. Failure to accurately report to PHA within 15 days any changes in household composition, source of income or assets.
- H. Any illegal conduct or actions detrimental to the community, residents or PHA employees by Resident, his/her guest or household members.

According to the PHA's One Strike and You're Out Policy, any illegal conduct by Resident, Resident's household or others under residents control involving drugs, crimes involving violence of any sort or any conduct showing a history of alcohol abuse either on or off the premises shall be grounds for termination of tenancy and eviction from the premises. Any illegal conduct on the premises involving drugs or crimes involving violence of any sort by a guest of Resident shall be grounds for termination of tenancy and eviction from the premises.

- I. Residents shall neither place nor permit to be placed any signs, advertisements or notices in or upon any part of the building or grounds except on the written approval of the PHA. All others may be removed by the PHA at the expense of Resident.
- J. Repeated violations of parking illegally or possession of "junk vehicles";
 - 1. Resident and members of his household, visitors and guests shall use the designated parking areas.

2. Parking on any lawn area within the development site is not permitted, including motorcycles.
 3. Motorcycles are not to be driven within the development except for travel to and from the development.
 4. Loud mufflers, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas.
 5. Resident's and Resident's guest's motorized vehicles must be properly tagged and licensed and shall be in running condition with fully inflated tires.
 6. Resident agrees to call the Management Office for permission prior to performing any maintenance activities on resident's vehicle.
 7. Resident agrees to pay towing charges for parked motorized vehicles and vehicles which are not in a running condition as outlined in Section 5, Part J above.
- K. Resident shall keep the premises and such other area as may be assigned to him/her for his exclusive use in a clean and safe condition. This shall include the following maintenance of the premises at reasonable periods and seasons on grounds adjacent to the dwelling unit, where appropriate;

1. Housekeeping Standards: **Inside the Apartment**

General

- A. Walls; should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- B. Floors; should be clean, clear, dry and free of hazards.
- C. Ceilings; should be clean and free of cobwebs.
- D. Windows; should be clean and not nailed shut. Blinds should be intact.
- E. Woodwork; should be clean, free from dust, gouges, or scratches.
- F. Doors; should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- G. Heating units; should be dusted and access uncluttered.
- H. Trash; shall be disposed of properly and not left in the unit. Trash should be kept in covered containers inside the garage until trash day.

- I. Entire unit should be free of rodent or insect infestation.
- J. Entire unit should not be so cluttered and overcrowded with possessions so as to pose a threat to life or property as a potential fire or vermin hazard.

Kitchen

- A. Stove and exhaust fan; should be clean and free of food and grease.
- B. Refrigerator; should be clean. Doors should close properly.
- C. Cabinets; should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- D. Sink; should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- E. Food storage areas; should be neat and clean without spilled food.
- F. Trash/garbage; should be stored in a covered container until removed to the disposal area.

Bathroom

- A. Toilet and tank; should be clean and odor free. Only plastic bottle type toilet bowl cleaners (such as Vanish) should be used.
- B. Tub and shower; should be clean and free of excessive mildew and mold.
- C. Lavatory; should be clean.
- D. Exhaust fans; should be free of dust.
- E. Floor; should be clean and dry.

Storage Areas

- A. Linen closet; should be neat and clean.
- B. Other closets; should be neat and clean. No highly flammable materials should be stored in the unit.
- C. Other storage areas; should be clean, neat and free of hazards.

2. Housekeeping Standards; **Outside the Apartment**

The following standards apply to family in the area noted as for the exclusive use of Resident:

- A. Yards; should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti. Yards should be mowed and trimmed and bushes trimmed.
 - B. Porches; (front and rear); should be clean and free of hazards. Any items stored on the porches shall not impede access to the unit.
 - C. Steps (front and rear); should be clean and free of hazards.
 - D. Sidewalks; should be clean and free of hazards.
 - E. Storm doors, if present; should be clean with screens intact.
 - F. Driveways; should be free of abandoned cars. There should be no car repairs in the driveways. Fluid drips from cars should be cleaned up immediately.
3. Resident agrees not to store gasoline or any flammable or explosive substances inside the dwelling unit (not including matches), on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Resident or his guests will be considered a serious violation of the terms and conditions of this lease, and
4. Resident agrees to immediately and personally report to the PHA all unsafe conditions which are known to or observed by the Resident, either in common areas of the public housing premises or in the dwelling unit or premises leased by the Resident.
- L. Failure to comply with all obligations imposed upon Resident by applicable building and housing codes materially affecting health and safety.
- M. Failure to use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances;
- 1. Sweepings, rubbish, sanitary items or other foreign substances shall not be thrown into toilet bowls. Any damage resulting from a violation shall be charged to Resident, and
- N. Failure to refrain from, or to cause Resident household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or community;

1. **Additional locks shall not be placed upon any doors or windows without the approval of the PHA Management.** Existing locks cannot be changed except by PHA maintenance staff.
 2. Small nails or push pins may be used in hanging pictures. Tape and poster putty is not permitted. Hanging of heavy objects such as mirrors should be discussed in advance with the PHA.
 3. Swimming pools shall not be permitted on any of the PHA property.
 4. No miscellaneous structures or equipment shall be constructed on any of the PHA property.
 5. Trees, shrubs, flowers or vegetable gardens shall not be planted on PHA property without the written consent from the Management Office.
 6. Fences shall not be constructed or placed on any of the PHA property without the written consent from the Management Office.
 7. Contact paper, wall paper or wall paneling shall not be applied to the walls.
 8. No painting shall be done by Resident without the written consent from the Management Office.
 9. Resident shall not varnish.
 10. Move-in and move-out inspections must be scheduled with PHA management and shall not take place after 3:30 p.m. on weekdays, and not on Saturday, Sunday or holidays; and
 11. Resident, before leaving the unit, shall see that doors and windows are closed, thus avoiding possible damage. Any damage resulting from a violation shall be charged to Resident.
- O. Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in;
1. Any criminal activity on or off PHA premises, where ever located that threatens the health, safety or right of peaceful enjoyment of PHA's premises by other residents or PHA employees.
 2. Any drug-related criminal activity on or off PHA premises where ever located.
 3. Alcohol abuse that the PHA determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

For the purpose of this section, criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or PHA employees / representatives shall include but not be limited to the following:

1. Physical assault or the threat of physical assault or threat by intimidation to any person whatsoever;
2. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon;
3. Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct.

For the purpose of this section, drug-related criminal activity, includes but is not limited to the following:

1. Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, and opium, and further defined as in the Controlled Substances Act (21 U.S.C. 802) unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

Compliance with this section is a material condition of the Lease for continued occupancy of the premises by Resident and household members and any breach of this section by Resident, household members or guests shall be cause for termination of the Lease. If PHA believes, in good faith, that a breach of the section has occurred, it may terminate tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or
2. Whether or not Resident had knowledge, in fact, of criminal activity engaged in by a member of Resident's household or of any guest or invitee of Resident or of a member of Resident's household, unless Resident agrees in writing to remove such person's name from the lease and to refuse to allow such person on the premises.

For the purposes of this section, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other residents or PHA employees. Notwithstanding the foregoing, however, it shall be PHA's duty, in any eviction proceeding, to prove that a breach of this covenant has occurred.

- P. Resident agrees not to allow any individual that has been barred or banned from the PHA's property to be on any property under Resident's control or responsibility;
- Q. Resident and Resident's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on Housing Authority property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this lease; and

- R. Resident and Resident's guest further agree not to use or threaten to use a knife, club, or any other weapon against any person on Housing Authority property. The use of, or threat to use a knife, club, or any other weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this lease.
- S. Each adult resident, whom is not considered exempt per section 512 of the QHWRA shall contribute 8 hours per month of community service or participate in a self-sufficiency program for 8 hours a month.

5. CONDITION OF PREMISES:

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form. The move-in inspection is to be conducted by a PHA representative in the presence of Resident. Resident agrees to keep all fixtures, equipment and appliances as provided in working order; to make no alteration, commit no waste, to repay PHA the cost of repairs made to premises by PHA at termination of Lease to restore unit to the same condition as when first occupied, reasonable wear and tear excepted.

6. ASSIGNMENT OR SUBLETTING:

Resident shall not allow anyone to share said premises, keep roomers or boarders, not assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from the PHA. Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, or with the consent of management, care of foster children and live-in care of a member of the Resident's family. This provision shall not exclude the reasonable accommodation of Resident's guests or visitors whose stay is less than the **fifteen (15) days in any three month period up to a maximum of thirty (30) days per guest or visitor per year.** Minor children of the Resident may stay up to sixty (60) days without PHA permission.

7. DESTRUCTION OF PREMISES:

If assigned premises are rendered uninhabitable and which was caused by Resident, Resident's household members or guests, PHA reserves the right to deny Resident another dwelling unit within the PHA network. Further, PHA has the right to pursue monetary reimbursement from the Resident in the amount equal to cost disbursed by PHA to restore the unit to habitable condition. If the dwelling unit is rendered uninhabitable by circumstances beyond Resident's control, PHA shall offer Resident another dwelling unit, if available, within the PHA network, on a temporary basis, until the damaged unit is restored to habitable condition. In offering alternative temporary housing, Resident and PHA shall decide on a dwelling unit that will not cause undue hardship to either party. PHA reserves that right to deny or grant Resident re-occupancy of the unit originally assigned.

8. **DAMAGE AND REPAIR:**

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

- A. Resident shall immediately notify PHA of the damage.
- B. PHA shall be responsible for repair of damage within a reasonable time; provided, however, that if the damage was caused by Resident or Resident's household or guests, the reasonable cost of the repairs shall be charged to Resident. Charges assessed to Resident under this Section shall not become due and collectible before the first day of the month following the month in which the charge was incurred, but not sooner than 14 days after delivery of the Notice in which the charge is made;
- C. PHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- D. The rent of Resident shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subparagraph (B) of the Section or alternative accommodations are not provided in accordance with subparagraph (C) of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident or Resident's household or guest.

9. **VACATING PREMISES:**

Resident shall notify PHA, **in writing**, thirty (30) days in advance of his/her intention to vacate the assigned dwelling and return the unit in as good a condition as when first accepted. Resident shall yield immediate possession and return to the Management Office all keys (entrance door keys, mail box keys, etc.) upon termination of this Lease. PHA shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing Resident provides PHA with a forwarding address. PHA reserves the right to pursue collection of any monies owed by Resident to PHA upon move-out, through court action, tax refunds or by other action mutually agreeable to both parties. If Resident does not give the PHA a **thirty (30) day written notice or does not return all keys to the unit**, Resident will still be liable for rent for the thirty (30) days and for any charges accrued.

10. **HOLDING OVER:**

Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by Resident after the expiration of this lease without the express consent of the Management shall create a tenancy at sufferance and not a resident at will. There shall be no renewal whatsoever of this lease by operation of law.

11. ENTRY OF PREMISES DURING TENANCY:

Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of the management entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. Resident shall notify PHA of any needed repairs in accordance with the established maintenance procedures of PHA. Such notice(s) shall be deemed an authorization by Resident for PHA to enter said premises without further notice to Resident, with a pass key, to make necessary repairs. If PHA has reason to believe that any emergency exists, PHA can enter the premises at any time without advance notification or Resident's consent, providing a written statement specifying the date, time, and purpose of re-entry is left on the premises in a visible place prior to PHA leaving the premises, if Resident and all adult members of the household are absent.

12. INSPECTIONS:

In addition to all other inspections required or permitted by the Lease, PHA in the presence of Resident, or his/her representative, shall be obligated to inspect the premises prior to initial occupancy by Resident. PHA will furnish Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by both parties and a copy of the statement shall be retained by PHA as part of Resident's permanent file. All dwelling units and the equipment provided by PHA may be inspected on a semi-annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date and approximate time of the inspection. When Resident vacates, management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection, unless Resident vacates without notice to management.

13. QUIET ENJOYMENT:

Resident having performed under the terms and regulations as set forth in the Lease - paying the rents and accompanying charges, executing all covenants and promises - will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by PHA or any of the PHA's representative or agents.

14. APPLICATION FOR CONTINUED OCCUPANCY:

- A. Once each year, and as requested by PHA, the eligibility status and family income of each Resident residing in the household shall be re-examined. If the head of household, spouse, or sole applicant is 62 years of age or older, or handicapped or disabled, the re-examination shall take place annually as with family household, according to the following procedures:

1. *Application:* Upon written notification from PHA, PHA shall require a written application for continued occupancy to be signed by one or both heads of household(s) attesting to the accuracy of the information provided by the Resident to PHA. Resident must promptly (within 15 days of such change) and accurately report to the Management Office, in person, any changes in the source of total family income or family status during the interim period of each annual re-examination. Resident agrees to furnish in adequate detail all information and data necessary to enable PHA to determine:
 - a. Rent to be charged;
 - b. Size of the dwelling unit required;
 - c. Retroactive rental charged, if applicable;
 - d. A transfer to an appropriate size or type of dwelling unit upon appropriate notice by PHA that a unit is available; and
 - e. the Resident's exclusive use of leased premises which shall include reasonable accommodation of Resident's guests and visitors with consent of PHA which will include foster children or live-in care for a member of the Resident's household.
2. *Verification:* PHA shall verify all information on the application by methods necessary to assure PHA that the information is complete and true at the time of re-examination;
3. *Certification:* As part of application for continued occupancy, PHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by PHA that Resident(s) is eligible or ineligible for continued occupancy; and
4. *Compliance:* Each adult member of the household, who has been determined eligible to perform eight hours per month community service or participate in a self-sufficiency program, shall provide documentation to that effect.
5. *Non-compliance:* If Resident(s) fails to provide the information on the date and time prescribed in the aforementioned written notice from PHA, to enable PHA to determine eligibility and rental payments, PHA shall service a thirty (30) day notice to vacate the premises because Resident has failed to provide information or reschedule a re-examination date. PHA reserves the right to initiate eviction proceedings against Resident.
 - A. **Community Service Requirement:** If a resident has not complied with the community service requirement, the PHA shall notify the resident that their lease will not be renewed unless they enter into an agreement to cure the deficiency.

- B. Determination will be made of monthly rental to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission and Continued Occupancy Policy posted in the Management Office.
1. Rent as fixed in Section 1B hereof adjusted pursuant to the above will remain in effect until;
- A. Source of income changes;
- B. Family status changes due to divorce, death, marriage, birth of additional child(ren), assumption of legal custody of any minor child(ren), or any person(s) who, with the consent of PHA, is added to the Lease as a member of the household;
- C. Resident changes from public assistance to employment or from public assistance to disability, both of which must be reported within fifteen (15) days of the application; and
- D. If it is found that Resident has misrepresented to PHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, PHA can terminate the Lease immediately, bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.
2. In the event of any rent adjustment pursuant to the above, PHA will mail or deliver a notice of Rent Adjustment to the Resident in accordance with Section 17 hereof;
- a. Rent adjustments which are a result of an annual re-examination will become effective on a predetermined date;
- b. Rent adjustments as a result of an interim review;
- (i) Rent decreases will become effective the first day of the month after the re-examination was completed; and
- (ii) Rent increases will become effective the first day of the second month after the re-examination was completed.
3. If PHA determines, at any time, that the size of assigned dwelling unit no longer conforms to Management's Occupancy Standards, PHA may amend the Lease by notifying the Resident that (s)he may be required to move to another unit. Moving time shall not be more than seven days. If Resident does not agree with the determination, Resident shall have the right to request a hearing.

15. ABANDONMENT OF DWELLING UNIT AND PROPERTY:

In the event resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of Management, be considered abandoned. In such event, Management shall have the right, provided five (5) days written notice is mailed to the Resident's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by Resident following or pursuant to such abandonment. Management shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned. PHA shall not be responsible for any belongings after removed in accordance with a dispossessory notice.

16. TERMINATION OF LEASE:

The PHA shall terminate this lease for serious or repeated violations of the material terms of this lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the Resident Obligations set forth in Section 4, drug-related and other criminal activities or alcohol abuse, or other good cause;

A. In the event that PHA terminates this Lease, Resident shall be given a Notice of Termination and Eviction as set forth below:

1. Fourteen (14) days prior to the termination date in cases of failure to pay rent;
2. Three (3) days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. The PHA has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities;
3. Thirty (30) days in all other cases;
4. In deciding to evict for criminal activity, PHA shall have discretion to consider all of the circumstances of the case, including seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the prescribed activity. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in the unit. PHA may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

In 1 & 3 above, the Notice of Termination and Eviction shall state, in addition to all other legal requirements, the reason(s) for the termination, the right of

Resident to make a reply, the right of the Resident to a hearing in accordance with the PHA grievance procedures, and the right of Resident to examine documents directly relevant to the termination or eviction;

In 2 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination and the right of Resident to examine documents directly relevant to the termination or eviction, and shall contain the following language printed or written in conspicuous manner;

"You are being asked to leave the premises. If you do not leave, a court action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance."

17. LEGAL NOTICES:

Any notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any person in the unit who is 13 years of age or older and a member of the household or by certified mail, return receipt requested, or by leaving it at the premises from which Resident is sought to be evicted. Notice to PHA from Resident must be in writing and delivered to the Management Office in person or by first class mail. If PHA is aware that Resident is visually impaired, any legal notices will be delivered in an accessible format.

18. ACCOMMODATION OF PERSONS WITH DISABILITIES:

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

PHA shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the resident can meet lease requirements or other requirement of tenancy.

19. CHANGES TO LEASE:

This Lease, along with any future adjustments of rent, reassignment of dwelling unit(s) is evidence that PHA and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to dwelling units and premises.

20. ALTERNATIVE HOUSING ACCOMMODATIONS:

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. If Resident resides out of the dwelling unit for more than sixty (60) days Management will assume the dwelling unit to be abandoned and take possession in accordance with Section 15.

21. GRIEVANCE PROCEDURE:

All grievances or appeals arising under the Lease shall be processed and resolved pursuant to the Grievance Procedure of PHA which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office and incorporated herein by reference,

Except:

An action initiated by PHA for eviction of Resident that is not subject to its Grievance Procedure. In that case of eviction, affected Residents are afforded all the elements of due process by the Missouri State law and may seek redress in the State of Missouri Courts.

22. COURT COST AND ATTORNEY FEE:

If it becomes necessary for PHA to employ an attorney and bring court proceedings against Resident to collect any rent and other charges agreed to be paid, or to enforce the provisions of the lease, or to evict Resident from the premises, and if judgement is entered against Resident in favor of PHA in such proceedings, Resident shall be obliged to pay all court cost and reasonable attorney's fee. If judgement is entered against PHA in favor of Resident in such proceedings, PHA shall be obliged to pay all court cost and reasonable attorney's fee.

23. UNENFORCEABLE LEASE PROVISIONS:

The provisions of this lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph in the Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of the lease which are enforceable remain binding and enforceable upon the parties.

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the PHA Management Office and I fully understand its contents. If for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I may contact an attorney.

RESOLUTION NO. 01-2

BE IT SO RESOLVED, that the sixth time rent is paid on or after the sixth day of the month during any lease term, an eviction will be issued. This in no way changes the late fee policy or rent policy presently in place.

Late fees

Day 1	-	No charge
Day 2	-	No charge
Day 3	-	No charge
Day 4	-	No charge
Day 5	-	No charge
Day 6	-	\$25.00
Day 7	-	\$26.00
Day 8	-	\$27.00
Day 9	-	\$28.00
Day 10	-	\$29.00
Day 11	-	\$30.00
Day 12	-	\$31.00
Day 13	-	\$32.00
Day 14	-	\$33.00
Day 15	-	\$34.00
Day 16	-	\$35.00
Day 17	-	\$36.00
Day 18	-	\$37.00
Day 19	-	\$38.00
Day 20	-	\$39.00
Day 21	-	\$40.00
Day 22	-	\$41.00
Day 23	-	\$42.00
Day 24	-	\$43.00
Day 25	-	\$44.00
Day 26	-	\$45.00
Day 27	-	\$46.00
Day 28	-	\$47.00
Day 29	-	\$48.00
Day 30	-	\$49.00
Day 31	-	\$50.00

Festus Housing Authority

1504 Robert Thompson Lane △ Festus, MO 63028
Phone: (636) 937-0044 △ Fax: (636) 937-7726

Community Service Form

I, _____ understand that if I am not working at least _____ hours per week (for every week of the month), disabled, elderly or otherwise exempt that I will be required to do _____ hours per month of community service each month. If my community service is not completed before the end of my lease term, I understand that my lease will not be renewed and I will be required to vacate the premises at the end of my lease.

I further understand that community service may be done with the Festus Housing Authority or any other qualified organization. Before doing any community service elsewhere I will come to the office for a form to be filled out by the agency I am doing the work for. **I will also check before doing any work that the agency I wish to work at is a qualifying organization.**

(initial) I do hereby self-certify that I am exempt from the community service requirement due to _____.

Signature _____

Date _____

I, _____ understand that if I am not working at least _____ hours per week (for every week of the month), disabled, elderly or otherwise exempt that I will be required to do _____ hours per month of community service each month. If my community service is not completed before the end of my lease term, I understand that my lease will not be renewed and I will be required to vacate the premises at the end of my lease.

I further understand that community service may be done with the Festus Housing Authority or any other qualified organization. Before doing any community service elsewhere I will come to the office for a form to be filled out by the agency I am doing the work for. **I will also check before doing any work that the agency I wish to work at is a qualifying organization.**

(initial) I do hereby self-certify that I am exempt from the community service requirement due to _____.

Signature _____

Date _____

Signature(s) witnessed by FHA employee _____

Attached and made a part of the lease. IN WITNESS WHEREOF, the parties have executed the Lease Agreement this _____ day of _____, 2012 at Festus, State of Missouri.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF FESTUS, MISSOURI WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER THE MISSOURI LAW AND MAY BE PUNISHABLE WITH FINES UP TO \$10,000.00 AND/OR A PRISON TERM UP TO ONE YEAR.

HOUSING AUTHORITY OF THE
CITY OF FESTUS, MISSOURI.

Resident

By

Executive Director

Spouse or Co-Head

COPY

Festus Housing Authority

1504 Robert Thompson Lane ◻ Festus, MO 63028
Phone: (636) 937-0044 ◻ Fax: (636) 937-7726

Family Choice of Rental Payment

I, _____, head of household, have been informed that my tenant rent based upon my income is \$ _____ (after deduction of utility allowance). The Flat Rent for this unit is \$ _____.

Based upon this information:

- ☐ I elect rent based upon my income (changes in income, assets, deductions or in household composition must be reported within 15 days of change as per my lease).
- ☐ I elect the flat rent (changes in income, assets or deductions need only be reported at my annual re-examination).

Head of Household

Housing Authority Representative

Date

Date

PHA OFFICIAL'S CERTIFICATION FOR TENANT'S FILE

1) The information given to the Festus Housing Authority by the household

of _____ - _____
Head of Household Spouse/Co-Head

on household composition, income, net family assets, allowances and deductions have been verified as required by Federal Law.

2) The family was eligible at admission.

3) The family has certified that it has given our agency accurate and complete information.

PHA Official or Representative

Date _____