

**Dwelling Lease**  
**The Housing Authority of the City of Harlem, Georgia**  
**140 E. Milledgeville Rd.**  
**P. O. Box 837**  
**Harlem, Georgia 30814**

**1. Identification of Parties & Premises**

(a) The Housing Authority of The City of Harlem, Georgia (hereinafter called "Management") relying upon the statements and information given by:

\_\_\_\_\_ (hereinafter identified as "Head of Household" and as a Resident of the premises, and when "Resident" is referred to as "he" it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in Resident's signed Application for Admission or Continued Occupancy (ACOP) does hereby lease to Resident under the terms and conditions of this lease and Resident, agreeing to such terms and conditions, does hereby lease and take possession of the premises designated as:

\_\_\_\_\_ located at Harlem, Georgia (hereinafter called the "premises", "apartment" or "dwelling unit"), consisting of \_\_\_\_ bedrooms, designated by Management as a \_\_\_\_ family unit, or \_\_\_\_ handicapped accessible unit (as designated by an "X" on the line).

(b) Resident shall have the right to use and occupancy of the premises as a private residence by the following persons identified by the Head of Household as persons occupying the leased premises. The phrase "Resident" is intended to encompass the following persons, both jointly and individually, whenever the word is used in this lease. The Head of Household must promptly inform Management of any change in marital status, the birth, adoption or court awarded custody of a child. The family must request Managements' approval to add additional residents as occupants of the unit. The Head of Household shall also advise each resident of the premises of obligations imposed under this lease and that violations of the lease may be grounds for termination of the dwelling lease:

<b>Full Name</b>	<b>Date of Birth</b>	<b>Social Security No.</b>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		

**Emergency or Alternative Contact:**

If the resident is incapable of complying with this lease the landlord shall contact the following Person:

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number (s): \_\_\_\_\_

(c) Notwithstanding anything that may be suggested to the contrary in subparagraph (a) (b), above, only the person identified in this lease as "Head of Household" shall have any leasehold, usufructuary interest or other contractual interest in the "premises." If any of the other persons listed in the foregoing paragraph sign the lease, he shall have no independent or separate rights under this lease agreement, and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the "Head of Household", and only for so long as this lease agreement between Management and "Head of Household" remains in effect. Each Resident listed above understands that the lease agreement between Management and "Head of Household" may be terminated in the event "Head of Household" or any other Resident or a guest of any Resident violates any of the provisions of this lease. If Management terminates the lease with the 'Head of Household' for any reason {including but not limited to violation of any provision of this agreement by Head of Household, by any of the other members of the family listed in paragraph 1(b), or any guests, or as a result of death, disability or voluntary move-out by the Head of Household}, then the lease agreement is immediately

terminated and the remaining persons listed in this paragraph 1(b) may be summarily removed from the premises without any grievance proceedings and without court proceedings.

(d) Unless very unusual circumstances exist and Management has specifically given Resident prior written permission, no guests will be permitted to stay at the premises on a regular or irregular basis for more than fourteen (14) consecutive days within any given twelve (12) consecutive month period and no more than a total of thirty (30) non-consecutive nights in any twelve (12) month period.

(e) Guests staying at the premises in excess of the time specified in paragraph (d) above, shall be considered unauthorized residents of the household and will have their income included in the computation of rent for the apartment

(f) Persons not listed in paragraph I (b), who give the premises as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unreported residents of the premises.

(g) For the purposes of this dwelling lease, the term "guest" means a person in the leased unit with the consent of a resident of the household.

(h) Failure to identify all residents of the premises and any failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this lease.

## **2. Terms and Amounts Due**

(a) This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ have a term of twelve (12) months and end at \_\_\_\_\_ midnight on the last day of the twelfth (12th) month. The rent for this initial period is \$ \_\_\_\_\_ per month payable in advance on the first day of occupancy.

(b) The lease shall be automatically renewed for successive terms of twelve (12) month terms at the rental of \$ \_\_\_\_\_ per month or at such rental as may be hereinafter established in accordance with Section 5 of the lease. However, Management shall not renew the lease if any resident has violated the requirement to perform community service.

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

If Resident fails to make the rent payment and other charges by the tenth (10th) day of the month, a notice to vacate will be issued to the Resident in accordance with the Housing Authority Rental Collection Policy which is posted in the Management Office and is made a part of this lease by reference. A \$20.00 late charge will be assessed to cover the added costs of a rent payment and other charges received after the tenth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$29.00 returned check fee will be charged.

(c) Rent is due and payable in advance, without notice, during office hours on the first (1st) working day of each month and is delinquent if not paid by the close of business on the 10th working day of each month.

## **3. Security Deposit**

(a) Resident agrees to pay a security deposit of \$150.00 to assure Resident's performance of his obligations under the lease. Resident agrees to pay a minimum of \$50.00 upon execution of the lease. The balance shall be paid in installments. If installments are made, they shall be paid in amounts of \$20.00 per month and due no later than the close of business on the tenth (10th) day of each month until the full amount of security deposit is paid. Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this lease.

(b) Refunding, handling, and application of the security deposit and the Pet Deposit will be determined by Georgia laws applicable to such deposits.

(c) The security deposit and the pet deposit, without interest, shall be returned within thirty days to the Resident upon vacating,

PROVIDED THE CONDITIONS BELOW ARE MET:

- (1) Rent and other charges are paid in full;
- (2) The dwelling unit and its equipment are clean and orderly;
- (3) There is no damage to the dwelling unit or its equipment beyond that due to normal wear and tear;
- (4) Fifteen (15) days advance written notice of vacating is given to Management; and
- (5) All keys to the dwelling unit are promptly returned to the Management Office.

(d) Refund of the security deposit will not be made until after the lease is terminated and the dwelling unit is inspected by Management. The security deposit may not be applied to rent or other charges while Resident is in occupancy, but may be applied to rent and other charges remaining unpaid when the apartment is vacated.

(e) Management acknowledges its compliance with the Code of Georgia Section 44-7-31 concerning Security Deposits. The Security Deposit is deposited with Regions Bank, N. Louisville St., Harlem, Georgia 30814.

#### **4. Utilities**

(a) Resident shall be responsible for securing electrical service from Georgia Power and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Failure of Resident to furnish 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. The Harlem Housing Authority shall provide water, gas, sewage and garbage collection services except that the Authority will not be liable for the failure to provide service if beyond its control.

(b) Resident agrees to pay Management for Management furnished utilities consumed in excess of the schedule of allowances posted at any given time in the Management Office.

(c) Resident shall be charged for excess utilities consumed on the basis of provider's rates in effect at time of consumption.

#### **5. Re-examination of Rent and Family Composition**

(a) At least once annually, all Residents of the premises shall furnish, in the form prescribed by the Management, accurate and complete information as to income, assets, employment, and family composition. If, on the basis of information furnished by gill Residents of the premises or gathered from other sources, Management determines that

(1) Resident's income warrants a change in rent, Management will mail to Resident a written "Notice of Rent Adjustment". A "Notice of Rent Adjustment" shall automatically constitute an amendment to this lease.

(2) Resident's family composition NO LONGER conforms to the Management's Occupancy Standards for the unit occupied, Management may require Resident to move into a unit of appropriate size. Transfers shall be made in accordance with Management's Transfer Policy. A copy of the Transfer Policy is posted in the Management Office and is made a part of this lease by reference. Resident agrees to transfer to an appropriate size unit upon notice by Management that such a unit is available.

(3) Resident's income has increased beyond the approved income limits for admission, Management will determine whether the Resident will be unable, due to special circumstances, to find affordable and suitable housing. If Management determines that such situation exists, it will consistently with State and local law permit the Resident to continue occupancy for as long as the situation exists.

(b) If Resident misrepresents to Management the facts upon which Resident's rent is based or fails to comply with Management's request for information and consequently is undercharged, an increase in rent will be put into effect and made retroactive. In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section 5(a) hereof. Any misrepresentation or failure to comply with Management's request for information shall be considered a serious violation of the terms and conditions of this lease.

(c) No adjustment of rent either upward or downward is to be made except at the time of a regular or special reexamination unless:

(1) There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved by Management in advance. This lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the health of a resident.)

(2) There is a new source of family income. Changes in family income resulting from increases in wages on the same job or periodic increases in government benefits do not have to be reported to Management until annual re-examination. However, a family who has had a rent reduction between annual re-examinations must report all changes in income regardless of the amount or source within ten (10) days of their occurrence.

(3) A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation, to include but not limited to loss of employment, which would warrant a reduction in rent based on the current definition in income and maximum rent-to income ratio.)

(4) There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

Rent increases resulting from situations described above shall be made effective the first day of the second month following the month in which the change actually occurred.

Rent decreases resulting from changes in situations described above shall be made effective the first day of the month following the month in which the change was REPORTED in writing, provided however that no decrease shall be made until proof of changes, as outlined above have been furnished and deemed sufficient by Management. When rent is reduced between re-examinations, the resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of the resident to report in writing all changes as outlined above within ten (10) days of their occurrence.

(d) When Management re-determines the amount of rent (Total Resident Payment or Resident Rent) payable by the resident, not including determination of Management's Schedule of Utility Allowances for families in Management's Public Housing Program, or determines that the resident must transfer to another unit because of family composition, Management shall notify the resident so that the resident may ask for an explanation stating the specific grounds of Management's determination. If the resident does not agree with the determination, the resident shall have the right to request a hearing under Management's grievance procedure.

(e) If the unit leased is a handicapped designated unit as checked in Section 1(a) 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.

(f) Each adult resident as identified in this agreement shall contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides. The Landlord shall provide an exemption from the community service requirement for any individual who:

- (1) Is 62 years of age or older;
- (2) Is a blind or disabled individual, as defined in the Admissions and Occupancy Policy (ACOP), and who is unable to comply with this section, or is a primary caretaker of such individual;
- (3) Is engaged in a work activity as defined in the ACOP;
- (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of title IV of the Social Security Act, or under any other welfare program of the State, including a State-administered welfare-to-work program; or
- (5) Is a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program in McDuffie County, Georgia, including a State administered welfare-to-work program, and is in full compliance with said program.

## **6. Charges for Other than Rent**

(a) Charges for other than rent shall be due and collectible the first day of the second month following the month in which written notification was provided of the charge. Such charges shall be considered delinquent on the tenth (10th) 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.

(b) Failure to pay for charges for other than rent when due shall be considered a serious violation of the terms and conditions of this lease.

## **7. Management Responsibilities**

(a) To maintain the public housing premises in decent, safe and sanitary condition. Management assumes no liability for damages caused to the Residence by criminal acts of a third party.

(b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(c) To make necessary repairs to the premises.

(d) To keep the public housing buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

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

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident in accordance with paragraph 11(c) hereof.

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

(h) To furnish a heater, cooking stove, refrigerator and water heater without additional charge.

(i) To notify the resident of the specific grounds for any proposed adverse action by Management. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Management is required to afford the resident the opportunity for a hearing under Management's Grievance Procedure concerning a proposed adverse action the notice of proposed adverse action shall inform the resident of the right to request such a hearing. In the case of a lease termination, a notice of lease termination in accordance with Section 18 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the resident to request a grievance hearing has expired or the grievance process has been completed.

(j) To notify the U. S. Post Office that any resident has moved in the case of an eviction for illegal or drug-related activities.

(k) For the purpose of this lease, the term "resident's premises" means the dwelling unit, equipment, and yard assigned to resident and all common areas not assigned.

#### **8. Occupancy of the Dwelling Unit**

(a) Resident shall have the right to exclusive use and occupancy of the lease premises which shall include reasonable accommodation of the resident's guests or visitors and, with the consent of Management, may include care of foster children and live-in-aide of a member of the resident's family. Management shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.

(b) Resident agrees not to assign this lease, nor to sublet, or transfer possession of the premises, or give accommodations to boarders or lodgers. Resident further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the resident and the members of resident's household as identified in Section 1 (b). With the written consent of Management, members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

(c) Resident agrees that all personal property placed in the apartment or any other place adjacent thereto, shall be at resident's sole risk, and Management shall not be liable to resident or resident's family, employees, invitee, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of Management. Resident is responsible for obtaining insurance on resident-owned furnishings and personal property, if desired.

(d) Resident agrees pets are not allowed unless prior written approval is given by Management in accordance with managements Pet Policy posted in the Management Office and incorporated herein by reference.

(e) Resident agrees to abide by other necessary and reasonable regulations as may be promulgated by Management for the benefit and well-being of the public housing premises and its other residents which shall be posted in the Management Office and are incorporated herein by reference

(f) Any violation of this section shall be considered a serious violation of the terms and conditions of the lease.

#### **9. Firearms, Knives, Clubs & Other Weapons**

(a) Resident and resident's guest will not discharge or threaten to discharge a firearm of any type, including "bb" 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.

(b) Resident and resident's guests 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.

#### **10. Automobiles and Other Motorized Vehicles**

(a) Resident agrees to park and cause resident's guest to park, automobiles and other motorized vehicles in designed parking areas only. Resident specifically agrees to refrain and cause resident's guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking, such as playgrounds, or other area other than appropriate streets and driveways. Management reserves the right to assign parking space to resident and resident agrees to park motor vehicles only in any such assigned space. Resident agrees to pay for any damages to premises caused by improper operation or parking of motorized vehicles.

(b) Resident's and resident's guests' motorized vehicles properly parked on Management's property shall be in running condition and have fully inflated tires and current licenses plates and valid insurance.

(c) The resident cannot change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on Management's property.

(d) Resident agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 10(b) above. Management will ticket vehicle for at least 24 hours prior to towing.

(e) Repeated violations of this section constitute good cause for Management to terminate this lease.

#### **11. Sanitation, Cleanliness, Health and Safety**

(a) Resident agrees to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety and all standards set forth in the attachment titled, Housekeeping Standards.

(b) Resident accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Resident also agrees to keep the leased premises and all other areas assigned to resident for his exclusive use free from litter and debris and in a clean and safe condition at all times. Resident also agrees to cooperate with other residents in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for Management to terminate lease.

(c) Resident agrees to dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner.

(d) Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or 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.

(e) Resident agrees to immediately and personally report to the Management 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.

(f) Resident agrees not to disconnect a smoke detector in any manner, nor to remove any batteries from a smoke detector nor to fail to notify the Housing Authority if the smoke detector is inoperable for any reason.

#### **12. Code of Conduct**

(a) Resident agrees to conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

(b) Resident agrees to refrain from any illegal or other activity which impairs the physical or social environment of the public housing premises including, but not limited to, the possession, use or sale of illegal drugs or the sale of alcohol on or off the premises or in the common areas, and the operation of a house of ill repute. Additionally, resident agrees not to allow any person or guest in the apartment or on or off public housing premises leased by the resident to partake in any such illegal activity.

(c) Resident agrees to report to local officials, and then to the Management, all illegal activity or activities known to or observed by resident occurring in the common area of the public housing premises or his dwelling unit, or in any other dwelling unit of the public housing premises, as soon as the resident becomes aware of such activity.

(d) Resident agrees that use of loud, profane, abusive or threatening language when speaking to or in the presence of Housing Authority staff is not permitted.

(e) Resident agrees that the 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 public housing premises that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of Management, or any other person lawfully on Management's property;

(2) Any drug-related criminal activity on or off such premises; or any activity by a Resident or guest where the Resident or guest is illegally using a controlled substance; or

(3) Abuse of alcohol that Management determines or has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of Management, or persons legally on the premises.

(f) Resident agrees not to allow any individual that has been barred or banned from Management's property to be on any property under resident's responsibility.

(g) Repeated violations of Section 12(a) and any violation of Section 12(b), 12(c), 12(d), 12(e) or 12(f) will be considered serious violations of the terms and conditions of this lease.

(h) Criminal activity or drug related criminal activity shall be cause for termination of the tenancy and for eviction of the household under this section without need of an arrest or conviction.

**13. Repair and Upkeep of the Premises**

(a) Resident agrees that repairs, attachments or alterations to the premises, installation of any major appliances such as air conditioners, washing machines, clothes dryer, television antenna, etc., cannot be performed without prior written consent of Management.

(b) Resident further agrees to notify Management promptly when any repairs to the premises or equipment therein are necessary. Pending completion of such repairs, Resident will not use nor permit the use of the damaged area or equipment in any way which will increase the damages or endanger any person or property.

(c) Resident further agrees to use only a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances.

(d) Resident agrees to refrain from and to cause resident's guests to refrain from destroying, defacing, damaging, or removing any part of the public housing premises.

(e) Resident also agrees not to display any signs whatsoever, nor to use tacks, nails, screws, or fasteners on any part of the premises except in a manner prescribed by Management.

(f) Resident agrees not to build fences or place locks on doors or windows.

(g) Resident further agrees not to cut or abuse trees or shrubbery nor allow their children or guests to do so.

(h) Resident agrees to pay reasonable charges (other than for normal wear and tear) for repairs of damage to the public housing premises caused by the resident or resident's guests in accordance with the Schedule of Charges posted in the Management Office and incorporated herein by reference. The charges made under this section shall be due and payable on the first day of the second month following the month in which written notification of the charges was made.

(i) Repeated violations of this section shall constitute good cause for Management to terminate this lease.

**14. Defects Hazardous to Life, Health, or Safety**

Resident shall immediately notify Management of all damages to the apartment. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Resident. Management shall be responsible for repair of the premises within a reasonable time. If the damage was caused by the resident or resident's guests, the reasonable cost of repairs shall be paid by the resident. Management agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. No abatement of rent shall occur if resident rejects the alternative accommodations or if the damage is caused by the resident or resident's guests.

**15. Inspections, Right of Entry, and Repairs**

(a) The resident agrees to permit the Authority or its agents or employees to enter the apartment during reasonable hours for the purpose of making inspections or repairs or for showing the dwelling for re-leasing. Except for cases of emergency, responding to resident's request for certain services or repairs which require entry to the dwelling, Management will give the resident at least two (2) days prior notice of entering the dwelling.

(b) If all adults included as residents herein are absent from the premises at time of entry, Management shall leave on the premises a written statement, specifying the date, time and purposes of entry prior to leaving the premises.

(c) Management and resident or a resident's representative shall inspect the premises, the dwelling unit, and the equipment prior to commencement of occupancy by resident. Management will furnish resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. This statement shall be signed by Management and Resident, and a copy of the statement shall be retained in the resident's folder.

(d) At the time a resident vacates the premises, Management shall inspect the unit and furnish a resident a written statement of charges, if any, for which resident is responsible. Resident or resident's representative may join in such inspection unless resident vacates without notice to Management.

**16. Legal Notice**

Any written notice as required or permitted hereunder will be sufficient if delivered to resident personally or to any adult member of his family residing in the dwelling unit or if sent by U. S. mail, addressed to resident, postage prepaid. Notices to Management shall be in writing and delivered to the Management Office or sent by first

class mail, postage prepaid, property addressed. If the resident is visually impaired, any legal notices will be delivered in an accessible format.

**17. Accommodation of Persons with Disabilities**

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation 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. Management shall provide a notice to each resident that the 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 requirements of tenancy.

**18. Termination of the Lease**

(a) Management shall terminate or refuse to renew the lease for a serious violation or repeated violations of the terms and conditions of the lease such as, but not limited to, failure to make payments due under the lease or to fulfill the resident's obligations or for other good cause. Management may terminate this lease by giving resident advance written Notice of Termination of the lease of:

- (1) Fourteen (14) days in the case of failure to pay rent.
- (2) A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or Management employees.
- (3) Thirty (30) days in all other cases.

(b) When Management terminates the dwelling lease and regains possession of the premises for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

(c) The Notice of Lease Termination to the Head of Household shall state specific grounds for termination, and shall inform the Head of Household of their right to make such reply as they may wish. The notice shall also inform the Head of Household of the right to examine Management documents directly relevant to the termination or eviction and to have copies provided, at the expense of the Head of Household. When Management is required to afford the Head of Household the opportunity for a grievance hearing, the notice shall also inform the Head of Household of their right to request a hearing in accordance with Management's grievance procedure.

(d) The demand notice as required by the laws of the State of Georgia will be combined with and run concurrently with the notice of lease termination.

(e) When Management is required to afford the Head of Household the opportunity for a hearing under Management's grievance procedure for a grievance concerning the lease termination, the tenancy will not terminate until the time for the resident to request a grievance hearing has expired, and the grievance process has been completed.

(f) When Management is not required to afford the resident the opportunity for a hearing under Management's grievance procedure concerning the lease termination and Management has decided to exclude such grievance from Management's grievance procedure, the Notice of Lease Termination shall:

- (1) State that the resident is not entitled to a grievance hearing on the termination.
- (2) Specify the judicial eviction procedure to be used by Management for eviction of the resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process of defined in HUD regulations.
- (3) State whether the eviction is for a criminal activity as in Section 12 (e)(1) of this lease or for a drug-related criminal activity as described in Section 12(e)(2) of this lease.

(g) This lease may be terminated by Resident at any time by giving fifteen (15) days written notice in the manner specified in Section 16. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management upon vacating.

**19. Abandonment of Dwelling Unit and Property**

In the event resident removes or attempts to remove any goods or property of management 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 residents' last known address, to 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 dispose of any property remaining on or about the dwelling unit after termination of this lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered abandoned.

**20. Holding Over**



Resident shall promptly vacate the dwelling unit and remove all of resident's goods and property there from 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 expiration of this lease without consent of Management shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this lease by operation of law.

**21. 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 19.

**22. Grievance Procedures**

All disputes concerning the obligations of Resident or Management, exclusive of those under Section 18(f), arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office and incorporated by reference.

**23. Changes to Lease**

This lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between Management and the resident. Any modification of the lease will be accomplished by a written rider to the lease executed by both parties except for Section 5 and any reference to posting of policy, rules and regulations.

**24. 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, or any portion of any sentence of any paragraph of this 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 this lease which are enforceable remain binding and enforceable upon the parties.

**25. Zero Tolerance Policy**

Management has a Zero Tolerance Policy with respect to violations of lease terms regarding drug and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift terminations and eviction actions as outlined in this Dwelling Lease.

**26. VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.

- a. Management will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, Management may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Management may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
- c. Notwithstanding anything to the contrary contained in paragraphs a and b above, Management may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- d. **Nothing in this section** shall prohibit Management from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member.

**27. Attachments to the Lease**

The resident certifies that he/she has received a copy of this Lease and the following attachments, and understands that these attachments are part of this lease and may be updated: **Lease, Grievance Procedure, Utility Allowances, Schedule of Charges, Rent Collection Policy, Request for Reasonable Accommodation Form, Pet Policy, Housekeeping Standards, Smoke Detector Acknowledgement, and Community Service Compliance Certification.**

IN WITNESS WHEREOF, the parties have executed this lease agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**I HAVE RECEIVED A COPY OF THIS LEASE ALONG WITH THE ABOVE ATTACHMENTS. 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 CITY OF HARLEM HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER THE GEORGIA LAW AND MAY BE PUNISHABLE WITH FINE OF UP TO \$1,000.00 AND/OR A PRISON TERM UP TO ONE (1) YEAR.**

**ALL HOUSEHOLD MEMBERS 18 YEARS OF AGE AND OLDER SHALL EXECUTE THE LEASE:**

**RESIDENT:**

\_\_\_\_\_ (SEAL)  
Head of Household

\_\_\_\_\_ (SEAL)  
Adult Household Member

\_\_\_\_\_ (SEAL)  
Adult Household Member

\_\_\_\_\_ (SEAL)  
Adult Household Member

**MANAGEMENT  
Harlem Housing Authority**

By \_\_\_\_\_ (SEAL)  
Authority Representative