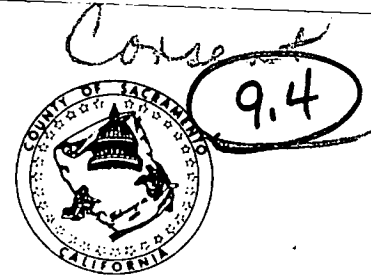




**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



November 7, 1990

Housing Authority of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Lease for Conventional and Locally Owned Low Income
Housing

SUMMARY

The Housing Act of 1937 has been amended by the "Anti-Drug Abuse Act of 1988" to require all leases for public housing to be revised to permit Housing Authorities to terminate tenancy in public housing for tenant's drug related criminal activity.

A revised lease has been developed to conform to current U. S. Department of Housing and Urban Development (HUD) regulations and administrative practice. Since the lease is a contract between the Housing Authority and individual residents, it has important effects on daily operations. The new lease will provide an improved mechanism for the Housing Authority to maintain the physical and social environment of our residents and will aid in promoting a positive image of public housing in the community.

BACKGROUND

HUD regulations require that Housing Authorities use leases for conventional public housing that conform to certain general principles and specific requirements. HUD does not mandate a particular form of lease but requires that it conform to federal regulations. The actual drafting of the lease is left to local public housing agencies so they may customize the lease in conformance with state law and local needs.

The lease currently used by the City and County Housing Authorities was last revised over four years ago. Changes in HUD regulations and lease enforcement experience over this period of time has necessitated revising the lease although major sections remain unchanged.

This revised lease has been presented to the Resident Council, the local legal aid agencies and the local HUD office for comment. Comments were received and reviewed by staff which result in some additional changes.



11-20-90 (1)
All Districts

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The lease is the primary contract between the Housing Authority and approximately 3,100 individual households that live in public housing. It describes the responsibilities of both parties and governs our ability to seek legal remedies. The lease also includes a provision to terminate tenancy for drug related criminal activity as required by the Anti-Drug Abuse Act of 1988.

The revised lease is attached as Exhibit A and the old lease as Exhibit B.

A summary of changes is outlined below referencing Section numbers and changes.

Section 1. Revised to include names of household members and their relationship to the family head.

Section 2(b). Last 2 sentences now included in Section 15 B.1.

Section 3. No change.

Section 4. Other charges - describes charges payable by the resident other than rent.

Section 5. Utilities - previously Section 4, no change in provisions.

Section 6. Resident Information and Rent Re-Determination - previously Section 5, no other changes.

Section 7. Transfer - previously Section 6. Revised to include security deposit requirement and responsibility for unit to be vacated.

Section 8. Use and occupancy - previously Section 7, no other changes.

Section 9. Housing Authority obligations - previously Section 8, no other changes.

Section 10. Resident's obligations.

A-C, no changes.

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- D. Added to include that the resident agrees to "abide by the necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well being of the project and other residents, which are posted in the project office and hereby incorporated by reference herein."
- E-H. Change in lettering only. No changes in provisions.
- I. Added to include that the resident agrees to "notify the Housing Authority of the need for any repairs of a routine nature to the residence that are the responsibility of the Housing Authority under Section 9A above."
- J. Expanded to include that the resident agrees not to "harass other residents, authorized vendors, service personnel or representatives of the Housing Authority."
- K-O. Change in lettering only. No changes in provisions.
- P. Added to include that the residents agree "to refrain from and to restrain household members and guests from creating or maintaining a clear and immediate threat to the health or safety of other Residents, Housing Authority employees or the public or engaging in illegal or offensive behavior including but not limited to: shooting guns or lighting materials or fluids. Resident expressly acknowledges and agrees that the act of shooting guns or lighting or exploding fire-crackers, explosives or flammable or combustible materials or fluids creates a clear and immediate threat to the health or safety of other Residents and Housing Authority employees and the public. Resident understands and agrees that the commission of any of the acts described in this subparagraph is a material breach of this Lease and that Housing Authority can evict the Resident for any such violation."

_____ Resident's Initials

- Q. Changed to address Agreement regarding pets. Requires resident to initial.
- R-U. Change in lettering only. No changes in provisions.
- V-Y. Are additions to the lease as follows:

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- V. to refrain from illegal or other activity which impairs the physical or social environment of the premises.
- W. not to display on or about the residence or premises any advertisement for goods or services without the prior written approval of Management which may be withheld at Management's sole discretion.
- X. not to store any goods, appliances, bicycles, furniture or any other item or material on the premises nor erect, install, or place any storage building on the premises;
- Y. "The Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Housing Authority's premises, while the Resident is a Resident in public housing, and such criminal activity shall be cause for termination of Residency."

"The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance."

Section 11. Rules, Regulations and Policies - No change.

Section 12. Defects Hazardous to Life, Health or Safety - No change.

Section 13. Inspections made before occupancy and at Termination - No change.

Section 14. Entry of Residence During Occupancy - Revised to include a provision A and B.

Section 15. Termination of Lease.

B. Termination by Housing Authority. 1-6 Expanded to clarify reasons the Housing Authority may terminate the lease.

Section 16. Notice Procedures. A and B. Expanded to include addresses where notices are to be mailed.

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Section 17. A. Grievance Procedure - Expanded to include applicable federal regulations.

Section 18. Amendments - included as a section, no change in provisions.

A slightly modified version of this lease will be used for Section 8 Set-aside, CHFA assisted projects, and locally-owned projects, deleting the portions that do not apply and adding specialized paragraphs referring to the method of rent calculation specified in these programs.

The "tenant" has been changed to "Resident" throughout this lease.

FINANCIAL DATA

The revised lease will not have a direct financial impact except for printing costs.

MBE/WBE IMPACT

The action proposed in this report has no MBE/WBE impact.

ENVIRONMENTAL REVIEW

This administrative action is exempt from environmental review per CEQA Guidelines Section 15378(b)(3) and NEPA Part 58.34(a)(3).

POLICY IMPLICATIONS

This lease follows existing policy of the Housing Authority. It has consistently been the policy of the agency to enforce payment of charges and to hold residents accountable for damages and misconduct. The Housing Authority lease is firm but is enforced fairly and allows residents legal due process.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of November 7, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolutions. The votes were as follows:

AYES: Amundson, Diepenbrock, Moose, Simon, Strong,
Wiggins, Yew, Simpson
NOES: None
ABSENT: Pernel, Williams, Wooley

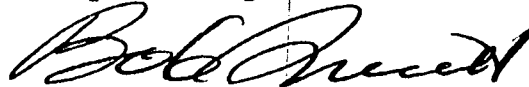
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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RECOMMENDATION

It is recommended by staff that the proposed dwelling lease be approved and adopted for HUD low rent and local housing programs. The lease is to be effective for new tenants January 1, 1991 and is to be phased in for existing tenants during annual recertifications effective on or after January 1, 1991.

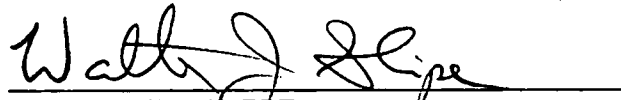
Respectfully submitted,



ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL:

All Districts
November 20, 1990



WALTER J. SLIPE
City Manager

Contact Person: Betty J. Turner (440-1337)

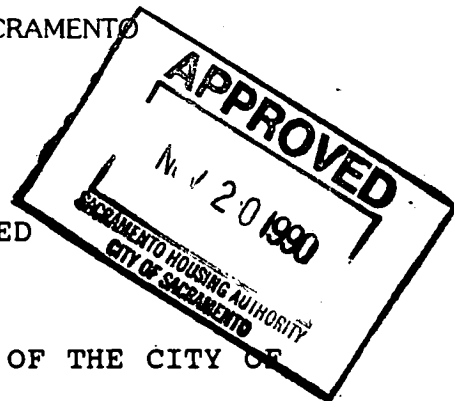
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RESOLUTION NO. 90-034

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

ON DATE OF _____

RESIDENT LEASE AGREEMENT FOR HOUSING AUTHORITY OWNED AND MANAGED RESIDENTIAL PROPERTIES



BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

Section 1: The Residence Lease Agreement, Form HM 110 dated November, 1990, presented in the Staff Report for this resolution is hereby approved and adopted.

Section 2: Such Residence Lease Agreement is also approved as to form for use, in combination with appropriate amendments, in U. S. Department of Housing and Urban Development Section 8 Set-Aside Programs, California Housing Finance Agency financed developments and locally owned conventional public housing developments.

Section 3: Such Residence Lease Agreement shall be used for new residents and transfers of present residents beginning on January 1, 1991.

Section 4: Present residents of the Housing Authority will be scheduled to enter into the new lease at the time of their annual recertification of income, beginning with recertifications effective January, 1991, for all residents of the locally subsidized projects of Las Victorianas and the Oak Park Manor.

CHAIR

ATTEST:

SECRETARY

P:\SHARE\RESO\LEASE

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

THE HOUSING AUTHORITY OF THE _____ OF SACRAMENTO

PUBLIC HOUSING LEASE AGREEMENT

NAME(S) OF RESIDENT _____

ADDRESS OF RESIDENCE _____

UNIT NR: _____ CAL NUMBER _____ NUMBER OF BEDROOMS _____

DATE OF LEASE: _____ ANNIVERSARY DATE: _____

1. LEASE OF RESIDENCE:

A. The Housing Authority of the _____ of Sacramento (Housing Authority) does hereby lease on a month-to-month basis the residence ("Residence" means the premises leased, and includes the dwelling unit and adjoining grounds), described above, under the terms and conditions stated in this lease, to:

Occupancy of the Residence is limited to the following members of the Resident's household, as reflected in the original application for housing, having the relationship shown opposite his or her name, and to no others.

Name	Rel	Name	Rel
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(See attachment for additional family members, if initialled by Resident)

_____ Resident's initials

2. RENT PAYMENTS:

A. Resident agrees to pay monthly rent of \$ _____ for the lease of the residence beginning _____, 19___. Pro-rated rent for the first month of occupancy, if any, shall be \$ _____. The rental amount is calculated according to Federal Regulations and will vary according to changes in family income re-certified from time-to-time by the Housing Authority, pursuant to Section 6 below.

B. Rent shall be due and payable in advance on the first day of each month. When rent is delinquent, the Housing Authority may serve the Resident with a Notice to Pay or Quit.

3. SECURITY DEPOSIT:

A. Resident shall pay \$ _____ as a security deposit. At the termination of this lease, the Housing Authority will deduct outstanding charges in the following order: 1) unpaid maintenance charges, 2) charges for damages to the Residence (excepting normal wear and tear) caused by Resident, a member of Resident's family, or a guest of Resident, 3) unpaid rent, 4) the cleaning of the Residence upon termination of the Residency, or 5) other charges owed by the Resident from the security deposit.

B. The security deposit or the balance remaining, if any, along with an itemized accounting of all deductions, if any, shall be returned to the Resident within 14 days after Resident vacates the Residence, or if Management was not notified by the Resident of the Resident's date of vacating the premises, 14 days after Management learns of the vacancy.

C. Interest on security deposits will be credited by the Authority for each full year of occupancy (beginning with March 1, 1975) by the Resident at rates established by the Housing Authority. Such interest will only be payable at move-out if total charges deducted against the security deposit do not exceed the total of the security deposit and interest earned.

4. OTHER CHARGES:

Resident agrees to pay other reasonable charges for maintenance and repair beyond normal wear and tear and fees as established by the Housing Authority's Fees and Charges Schedule. Such Schedule shall be available for Resident inspection at each area office and at the Housing Authority central office. Housing Authority will accept payments of such Fees and Charges separately from payments of rent owed by Resident.

5. UTILITIES:

A. The Housing Authority agrees to furnish the following utilities:

- (1) Water, sewer, refuse collection.
- (2) Other: _____ (if none, so state).

Resident will arrange and pay for all utilities not furnished by the Housing Authority.

6. RESIDENT INFORMATION AND RENT RE-DETERMINATION:

A. Because the amount of rent payment depends on family income and composition, the Resident agrees to furnish accurate information to the Housing Authority regarding the Resident's financial and family circumstances, including total family income, the sources of such income, and family membership. The Resident

agrees to furnish such information as required by the Housing Authority and applicable Federal Regulations:

- (1) Upon occupancy;
- (2) when the Housing Authority requests a periodic or interim review of the Resident's circumstances;
- (3) within one month after a sustained increase of \$50.00 or more in the Resident's monthly family income or any changes in family composition.

B. If the Resident does not comply with the provisions of Section 6 A(2) or A(3) above, and if compliance would have resulted in a higher rent, the Housing Authority shall retroactively re-compute the rent which the Resident should have been paying, effective as of the date such change should have occurred. Any retroactive rent shall be due and payable within 30 days from notification to the Resident by the Housing Authority.

C. The Housing Authority shall periodically review the Resident's circumstances to re-determine the Resident's rent, suitability of residence size, and continued eligibility for low rent housing. The Housing Authority shall conduct such a periodic review annually for all Residents.

D. In the interim between periodic review, the Housing Authority may require the Resident to furnish current information regarding the Resident's circumstances if the Housing Authority reasonably believes the Resident's circumstances may have changed. This provision does not relieve the Resident of responsibility for reporting increases in income or changes in family composition described in Section 6A(3) above within one month after such change occur.

E. The Housing Authority may increase or decrease a Resident's rent after an interim or periodic review based on a change in circumstances.

(1) Rent adjustments resulting in a higher rent shall be effective on the first of the month following a 30 day written notice, except where Resident has failed to report changes as described in 6(B) above, which shall be effective as of the date such change should have occurred.

(2) Rent adjustments resulting in a lower rent to the Resident based on interim changes reported by the Resident are subject to the following terms:

- (a) Such adjustments must be for a permanent change in the Resident's circumstances and not a result of seasonal or cyclical employment of temporary or sporadic fluctuations of income.

- (b) Resident must supply independent written verification from the source of income in a form acceptable to the Housing Authority showing the date(s) of change and amount(s) of income involved.
- (c) Rent adjustment, if any, based on changes in the Resident's circumstances, shall become effective the first day of the month following the reporting and verification of such a change.
- (d) Such rent adjustments shall only be effective after written notification from the Housing Authority to the Resident.
- (e) If, based on an interim re-examination, a Resident's rent has been decreased pursuant to this section all increases in income are to be reported within 10 days regardless of amount.

7. TRANSFER

The Housing Authority may require the Resident to transfer to a different size residence if the Resident's family membership changes. The Housing Authority shall give 30 days notice unless otherwise agreed upon by the Resident and the Housing Authority. Resident shall be responsible for a new security deposit and their own moving expenses. Keys to the vacated unit must be returned to the Housing Authority not later than the fifth day from the new lease date. Additional pro-rated rent may be charged for days in excess of five (5) days.

8. USE AND OCCUPANCY

Resident and the members of Resident's family named at Section 1 above shall have the right to exclusive use and occupancy of the Residence. Such use and occupancy includes reasonable accommodation of guests and visitors, not to exceed two weeks in a calendar year, without the written consent of the Housing Authority.

9. HOUSING AUTHORITY OBLIGATIONS

The Housing Authority agrees:

- A. to maintain the Residence and the development of which the Residence is a part in a decent, safe and sanitary condition;
- 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 Residence;

D. to keep project 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 air conditioning equipment, appliances, and elevators supplied or required to be supplied by the Housing Authority;

F. to provide and maintain appropriate receptacles and facilities, except containers used exclusively by the Resident, for the deposit of ashes, garbage, rubbish and other waste removed from the Residence by the Resident;

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 heat and/or hot water is generated by an installation within the exclusive control of the Resident and such utility connection is interrupted through the Resident's action or inaction.

10. RESIDENT'S OBLIGATIONS:

The Resident agrees:

A. not to assign this lease or sublease all or any part of the Residence;

B. not to provide accommodations to paid boarders or lodgers;

C. to use the Residence solely as a private dwelling unit for the tenant and the Resident's family members who are listed in Section 1 above or otherwise approved in writing by the Housing Authority and not to use or permit it's use for any other purpose;

D. to abide by necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well being of the project and other Residents, which are posted in the project office and hereby incorporated by reference herein.

E. to comply with all obligations imposed upon Residents by applicable provisions of health, fire, building and housing codes materially affecting health and safety;

F. to keep the Residence and such other areas as may be assigned to the Resident for the exclusive use of the Resident in a clean and safe condition;

G. to dispose of all ashes, garbage and other wastes from the Residence in a safe and sanitary manner;

H. to use in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating and air conditioning equipment, appliances and elevators;

I. to promptly notify the Housing Authority of the need for any repairs of a routine nature to the residence that are the responsibility of the Housing Authority under Section 9A above.

J. to refrain from and cause Resident's family members and guests to refrain from destroying, defacing, damaging or removing any part of the Resident's residence or the housing project or harassing other Residents, authorized vendors, service personnel or representatives of the Housing Authority.

K. to pay reasonable maintenance and repair charges for damage to the Residence, project buildings, facilities or common areas (other than normal wear and tear) caused by the Resident, Resident's family members or guests. Charges shall be the obligation of the Resident unless the Resident provides evidence acceptable to the Housing Authority of non-responsibility within 10 days of notification of charges. Maintenance and repair charges are due and payable the first of the second month following notice to the Resident.

L. to pay other charges and fees, not defined elsewhere in this lease, as established in the Housing Authority's Fees and Charges Schedule, which shall be available for Resident's inspection at each area office and at the Housing Authority central office. Other charges and fees are due and payable the first of the second month following the month in which the charge is incurred.

M. to not play or operate or permit his family or guests to play or operate any musical instrument, radio, phonograph, television or other sound making device, in the premises between the hours of ten o'clock p.m. and the following nine o'clock a.m. if the same shall disturb or annoy other occupants of the building or adjoining grounds. No Resident shall make or permit his family or guests to make any disturbing noises on the premises, in the building or adjoining grounds at any time.

N. to not do or permit his family or guests to do anything that will interfere with the rights of other Residents, including but not limited to privacy and quiet enjoyment of their residences, the building and the adjoining grounds or impairs the physical and social environment of the premises.

O. to refrain from any illegal activity committed on the premises which jeopardizes the health or safety of other Residents, guests, Housing Authority employees or its agents, or other individuals on the premises, or other wise impairs the physical or social environment of the project.

P. to refrain from and to restrain household members and guests from creating or maintaining a clear and immediate threat to the health or safety of other Residents, Housing Authority employees or the public or engaging in illegal or offensive behavior including but not limited to: shooting guns or lighting or exploding firecrackers, explosives or flammable or combustible materials or fluids. Resident expressly acknowledges and agrees that the act of shooting guns or lighting or exploding firecrackers, explosives or flammable or combustible materials or fluids creates a clear and immediate threat to the health or safety of other Residents and Housing Authority employees and the public. Resident understands and agrees that the commission of any of the acts described in this subparagraph is a material breach of this Lease and that Housing Authority can evict the Resident for any such violation.

_____ Resident's Initials

Q. not to keep pets inside or outside the residence unless permitted by the Housing Authority policy or by State or Federal law, in which case Housing Authority and Resident shall sign a Pet Agreement as an Addendum to this Lease and initial this subparagraph (Q), which Agreement is incorporated into this Lease by this reference.

_____ Resident's Initials

_____ Housing Authority Initials

R. not to park motor vehicles on lawn areas; off pavement; or in other than marked parking spaces. In such instances, Housing Authority may, without prior notice, have improperly marked vehicles towed at the vehicle owner's expense;

S. to make no additions or alterations or to attach anything to the residence or its equipment without the written consent of the Housing Authority;

T. to water, mow and maintain lawns or other landscaped or paved areas that are appurtenant to the Residence occupied by the Resident unless the Resident has been exempted by the Housing Authority from performing such tasks because of age or physical disability;

U. to refrain from keeping on the premises any inoperable, disabled, abandoned, or unsafe vehicles, or to store boats, trailers, recreational vehicles or equipment of any kind or permit visitors or guests to reside temporarily or otherwise, in cars, vans, buses, recreational vehicles or trailers, nor make major repairs or paint vehicles on the premises.

V. to refrain from illegal or other activity which impairs the physical or social environment of the premises.

W. not to display on or about the residence or premises any advertisement for goods or services without the prior written approval of Management which may be withheld at Management's sole discretion.

X. not to store any goods, appliances, bicycles, furniture or any other item or material on the premises nor erect, install, or place any storage building on the premises;

Y. "The Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the Housing Authority's premises, while the Resident is a Resident in public housing, and such criminal activity shall be cause for termination of Residency."

"The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance."

11. RULES, REGULATIONS AND POLICIES:

A. This lease incorporates by reference, and the Housing Authority and the Resident hereby agree to abide by, the following written rules, regulations, and policies, as adopted and as may be amended from time to time. Copies of such written rules, regulations and policies have been provided to tenant, and shall be available for tenants inspection at each area office and at the Housing Authority central office. Housing Authority reserves the right to amend or revise such rules, regulations and procedures in compliance with applicable rules and upon notice to Resident.

- (1) schedule of rents and utility allowances;
- (2) schedule of maintenance, repairs charges and fees;
- (3) occupancy and eligibility policies;
- (4) necessary and reasonable management rules, regulations and policies adopted for the benefit and well being of the project and the tenants;
- (5) grievance procedure;
- (6) HUD regulations, notices and handbooks and applicable State, Federal and Local laws.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

A. In the event that a residence owned by the Housing Authority is damaged to the extent that conditions are created which are hazardous to life, health or safety of the Resident and the Resident's family, then:

- (1) the Resident agrees to promptly notify the Housing Authority of the damage;
- (2) the Housing Authority agrees to repair the unit within a reasonable time. The Housing Authority agrees to offer alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- (3) the Resident agrees to pay reasonable cost of the repairs, if the damage was intentionally or negligently caused by the Resident, Resident's family or guests;
- (4) the Resident agrees to continue to pay rent to the Housing Authority unless:
 - (a) the Housing Authority does not make repairs within a reasonable time (in which case rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling); and
 - (b) the Housing Authority does not offer alternative accommodation and the Residence is uninhabitable; and
 - (c) the damage was not caused by the Resident, the Resident's family or guests.

13. INSPECTIONS MADE BEFORE OCCUPANCY AND AT TERMINATION:

A. The Housing Authority agrees to inspect the Residence prior to occupancy by the Resident. The Housing Authority shall furnish the Resident with a written statement of the condition of the residence and the equipment provided with the Residence, and shall retain in its files a copy of the statement signed by the Housing Authority and the Resident.

B. Resident shall inspect the Residence and sign the statement of its condition and report in writing any disagreements with the condition of the Residence, or its equipment before occupancy or within 10 days after occupancy. Any later damages to the premises will be deemed to be the responsibility of the tenant.

C. At the time the Resident vacates the Residence, the Housing Authority agrees to inspect the Residence and furnish the Resident an itemized statement of charges owed by the Resident, if any. The Resident may be present at such inspection, unless the Resident vacates without notice to the Housing Authority.

14. ENTRY OF RESIDENCE DURING OCCUPANCY:

A. The Housing Authority may enter the Residence during occupancy for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Residence for re-leasing. The Housing Authority shall give two (2) days advance written notice to the Resident of such entry. The entry shall be made during reasonable hours, except that the Housing Authority may enter the Residence at any time when there is reasonable cause to believe that an emergency exists.

B. In the event neither Resident nor any other adult member of Resident's household is present at the time of entry, the Housing Authority shall leave at the Residence a written statement specifying the date, time and purpose of entry. The Resident shall not unreasonably withhold permission to enter nor change locks or secure the unit in a manner to prevent management from entering.

15. TERMINATION OF LEASE:

This lease shall continue from month to month unless terminated as provided below:

A. TERMINATION BY RESIDENT

The Resident may terminate this lease at any time by giving fifteen (15) days written notice to the Housing Authority. Resident agrees to leave the Residence in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates the Residence. If Resident transfers to another Housing Authority operated dwelling unit, payment of any unpaid balance of Other Charges or rent due under this lease will become part of the consideration for the lease of the other Housing Authority operated dwelling unit. If the Resident abandons the residence without notice, the Resident agrees to pay an additional fifteen (15) days rent after the date the Housing Authority discovers such abandonment.

B. TERMINATION BY HOUSING AUTHORITY

1. Non-Payment of Rent

If rent is not paid by Resident when due on the first day of each month, Resident shall be in default of the terms of this lease. In such event, Housing Authority may give Resident

written notice that the lease will be terminated if Resident does not pay rent or quit the premises within 14 days of the date of delivery of such notice to tenant ("14 Day Notice"). If Resident does not pay the rent within the period specified in the 14 Day Notice, Housing Authority may enforce such termination by commencing an unlawful detainer (eviction) action, or taking such other legal action as may be allowed by California law.

If Resident pays such past due rent within the period specified in the 14 Day Notice, the default shall be deemed cured. Notwithstanding the foregoing, if Resident is given six (6) 14 Day notices during any twelve (12) month period, Resident shall be in default of the terms of this lease, even if Resident pays all rent specified in such 14 Day Notices, and Housing Authority may terminate this lease upon thirty days written notice to Resident. Housing Authority may enforce such termination by commencing an unlawful detainer (eviction) action, or taking such other legal action as may be allowed by California law.

2. Breach of Lease

If Resident violates any provision of this lease (other than those requiring payment of rent), including any rule or regulation adopted by Housing Authority hereunder, Resident shall be in default of this lease. If Resident does not cure such default within ten (10) days of being given written notice of such default, Housing Authority may terminate this lease by giving thirty (30) days written notice of termination to Resident. Housing Authority may enforce such termination by commencing an unlawful detainer (eviction) action, or taking such other legal action as may be allowed by California law.

3. Change in Eligibility Requirements or Changes in Resident's Family Circumstances or Income

If Resident is no longer eligible for low rent housing due to changes in applicable rental eligibility requirements or changes in Resident's family circumstances or income, as specified in Section 6 above, Housing Authority may terminate this lease by giving thirty (30) days written notice of termination to Resident. Housing Authority may enforce such termination by commencing an unlawful detainer (eviction) action, or taking such other legal action as may be allowed by California law.

4. Endangerment

In Resident's violation of any provision of this lease gives Housing Authority reasonable cause to believe that the health or safety of Housing Authority's employees or any other Resident of the Project is endangered, Housing Authority may

terminate this lease by giving three (3) days written notice of termination to Resident. Housing Authority may enforce such termination by commencing an unlawful detainer (eviction) action, or taking such other legal action as may be allowed by California law.

5. Notices of Termination

Any notice of termination given by Housing Authority to Resident hereunder shall state the reason(s) for the termination, and, except for notices of termination given in the course of an unlawful detainer (eviction) action, shall inform the Resident of his or her right to request a hearing in accordance with the Housing Authority's Grievance Procedure.

6. Death; Abandonment

This lease shall terminate automatically, without notice by Housing Authority, upon Resident's death or abandonment of the premises.

16. NOTICE PROCEDURES

A. Except for the notice specified at Section 14B above, Notices from the Housing Authority to the Resident shall be in writing and shall be delivered to Resident or an adult member of Resident's household residing in the dwelling or sent by prepaid first class mail properly addressed to the Resident (the address of which is _____). Notices are only to be provided to signatories of the lease.

B. Notices from the Resident to the Housing Authority shall be in writing and delivered to the area office of the central office (the address of which is _____), or sent by prepaid first class mail, properly addressed to the Housing Authority (the address of which is _____).

17. GRIEVANCE PROCEDURE

A. All disputes concerning the rights and obligations of the Resident and the Housing Authority shall be resolved in accordance with the grievance procedure adopted by the Housing Authority pursuant to U. S. Department of Housing and Urban Development regulations at 24 Code of Federal Regulations Section 966.50 and following. Such grievance procedure shall be available for Resident's inspection at each area office and at the Housing Authority central office. Notwithstanding the foregoing, such grievance procedure shall not apply to any grievance concerning an eviction pursuant to an unlawful detainer action in a superior, municipal or justice court.

18. AMENDMENTS

This lease may be amended by agreement of the parties in writing.

DATED: _____

Resident

Resident

HOUSING AUTHORITY OF THE

OF SACRAMENTO

By _____

HOUSING AUTHORITY OF THE _____ OF SACRAMENTO

Project No. _____

Account No. _____

Bedroom Size _____

1. RESIDENCE LEASE AGREEMENT

THE HOUSING AUTHORITY OF THE _____ OF SACRAMENTO, (Housing Authority) does hereby lease to: _____, tenant(s), the residence described below, under the terms and conditions stated in this lease. "Residence" means the premises leased, and includes the dwelling unit and adjoining grounds.

Address: _____

Effective Date: _____

2. RENT PAYMENTS

(a) Tenant agrees to pay monthly rent of \$ _____ for the lease of this residence beginning _____, 19____. Rent shall be due and payable in advance on the first day of each month. Prorated rent for the first partial month of occupancy, if any, shall be \$ _____. The rental amount is calculated according to Federal Regulations and will vary according to changes in family income recertified from time-to-time by the Housing Authority.

(b) When rent is delinquent the Housing Authority may serve the tenant with a Fourteen Day Notice to Pay or Quit. If a tenant is served six Fourteen Day Pay or Quit notices in a 12 month period, he/she will be considered to have committed repeated violations of the material terms of this lease and in breach of this lease. Such repeatedly late paying tenants will be served a 30 Day Notice to Quit for breach of lease.

3. SECURITY DEPOSIT

(a) Tenant agrees to pay \$ _____ as a security deposit. At the termination of this lease, the Housing Authority will deduct outstanding charges in the following order: 1) unpaid maintenance charges, 2) charges for damages to the premises (excepting normal wear and tear), 3) unpaid rent, or 4) other charges owed by the tenant from the security deposit.

(b) The security deposit or the balance remaining, if any, along with an itemized accounting for all deductions, if any, shall be returned to the tenant within 14 days after tenant vacates residence, or if Management was not notified by the tenant of the tenant's date of vacating the premises, 14 days after Management learns of the vacancy.

(c) Interest on security deposits will be credited by the Authority for each full year of occupancy (beginning with March 1, 1975) by the tenant at rates established by the Housing Authority. Such interest will only be payable at move-out if total charges deducted against the security deposit do not exceed the total of the security deposit and interest earned.

4. UTILITIES

Housing Authority agrees to furnish the following utilities:

(a) Water, sewer, refuse collection.

(b) Other _____ (if none, so enter)

Tenant will arrange and pay for all utility services not furnished by Housing Authority.

5. TENANT INFORMATION AND RENT DETERMINATION

(a) Because the amount of rent payment depends on family income and composition, the tenant agrees to furnish accurate information to the Housing Authority regarding the tenant's financial and family circumstances, including total family income, the sources of such income, and family membership. The tenant agrees to furnish such information as required by the Housing Authority and Federal Regulations:

- (1) upon occupancy;
- (2) when the Housing Authority requests a periodic or interim review of the tenant's circumstances;
- (3) within one month after a sustained increase of \$50 or more in the tenant's monthly family income or any changes in family composition.

(b) If the tenant does not comply with the provisions of paragraph (a) above, and if compliance would have resulted in a higher rent, the Housing Authority shall retroactively recompute the rent which the tenant should have been paying. Any retroactive rent balances established for the tenant's account shall be due and payable within 30 days from notification to the tenant by the Housing Authority.

(c) The Housing Authority shall periodically review the tenant's circumstances to redetermine the tenant's rent, suitability of residence size, and continued eligibility for low rent housing. The Housing Authority shall conduct such a periodic review annually for all tenants.

(d) In the interim between periodic review, the Housing Authority may require the tenant to furnish current information regarding the tenant's circumstances if the Housing Authority reasonably believes the tenant's circumstances may have changed. This provision does not relieve the tenant of responsibility for reporting increases in income or changes in family composition described in 5(a)(3) above within one month after such change occurs.

(e) The Housing Authority may increase or decrease a tenant's rent after an interim or periodic review based on a change in circumstances.

- (1) Rent adjustments resulting in a higher rent shall be effective on the first of a month following a 30 day written notice except where tenant has failed to report changes as described in 5(b) above.
- (2) Rent adjustments resulting in a lower rent to the tenant based on interim changes reported by the tenant are subject to the following terms:
 - (a) Such adjustments must be for a permanent change in the tenant's circumstances and not a result of seasonal or cyclical employment or temporary or sporadic fluctuations of income.
 - (b) Tenant must supply independent written verification from the source of income in a form acceptable to the Housing Authority showing the date(s) of change and amount(s) of income involved. No change shall be effective unless such written verification or other reasonable means of verification satisfactory to the Authority is obtained.
 - (c) Rent adjustment, if any, based on changes in the tenant's circumstances, shall become effective the first day of the month following the reporting and verification of such a change.
 - (d) Such rent adjustment shall only be effective after written notification from the Housing Authority to the tenant.
 - (e) If, based on an interim re-examination, a tenant's rent has been decreased pursuant to this section all increases in income are to be reported within 30 days regardless of amount.

6. TRANSFER

The Housing Authority may require the tenant to transfer to a different size residence if the tenant's family membership changes. The Housing Authority shall give 30 days notice unless otherwise agreed upon by the tenant and the Housing Authority. Tenant shall be responsible for their own moving expenses.

7. USE AND OCCUPANCY

Tenant and the members of tenant's family named in tenant's application shall have the right to exclusive use and occupancy of the residence. Such use and occupancy includes reasonable accommodation of guests and visitors, not to exceed two weeks in a calendar year, without the written consent of the Housing Authority.

8. HOUSING AUTHORITY OBLIGATIONS

The Housing Authority agrees:

- (a) to maintain the premises and the project in a decent, safe and sanitary condition;

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

(c) to make necessary repairs to the premises;

(d) to keep project buildings, facilities, and common areas, not otherwise assigned to the tenant 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 air conditioning equipment, appliances, and elevators supplied by the Housing Authority;

(f) to provide and maintain appropriate receptacles and facilities, except containers used exclusively by the tenant, for the collection of garbage, rubbish and other waste removed from the premises by the tenant;

(g) to supply running water and reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year; this obligation does not apply to situations in which heat and/or hot water is supplied by a direct utility connection controlled by the tenant and such utility connection is interrupted through the tenant's action or inaction.

9. TENANT'S OBLIGATIONS.

The tenant agrees:

(a) not to assign this lease or sublease all or any part of the residence;

(b) not to provide accommodations for boarders or lodgers;

(c) to use the residence solely as a private dwelling unit for the tenant and the tenant's family members who are approved by the Housing Authority and recorded on the tenant's application, and not to use or permit its use for any other purpose;

(d) to comply with all obligations imposed upon tenants by applicable provisions of health, fire, building and housing codes materially affecting health and safety;

(e) to keep the residence and such other areas as may be assigned to the tenant for the exclusive use of the tenant in a clean and safe condition;

(f) to dispose of all ashes, garbage, rubbish and other waste from the residence in a safe and sanitary manner;

(g) to use in a safe manner all electrical, plumbing, sanitary, heating, ventilating and air conditioning equipment, appliances and elevators;

(h) to refrain from and cause tenants' family members and guests to refrain from destroying, defacing, damaging or removing any part of the tenant's residence or the housing project;

(i) to pay reasonable maintenance and repair charges for damage to the residence, project buildings facilities or common areas caused by the tenant, tenant's family members or guests; and charges shall be the obligation of the tenant unless the tenant provides evidence acceptable to the Housing Authority of non-responsibility within 10 days of notification of charges. Maintenance and repair charges are due and payable the first of the second month following notice to the tenant.

(j) to pay other charges as established in the Sacramento Housing and Redevelopment Agency's Fees and Charges Schedule, such Schedule shall be available for tenants inspection at each area office and at the Housing Authority central office.

(k) no tenant shall play or operate or permit his family or guests to play or operate any musical instrument, radio, phonograph, television or other sound making device, in the premises between the hours of ten o'clock p.m. and the following nine o'clock a.m. if the same shall disturb or annoy other occupants of the building or adjoining ground. No tenant shall make or permit his family or guests to make any disturbing noises on the premises, in the building or adjoining grounds at any time;

(l) no tenant shall do or permit his family or guests to do anything that will interfere with the rights of other tenants, including but not limited to privacy and quiet enjoyment of their residences, the building and the adjoining grounds;

(m) to refrain from any illegal activity committed on the premises which jeopardizes the health or safety of other tenants, guests, Housing Authority employees, or other individuals on the premises.

(n) not to keep or permit to be kept, any dog, cat or other animal or pet, in, on, or about the premises without the written consent of the Housing Authority; such consent is governed by a policy of the Housing Authority, available on request;

(o) not to park motor vehicles on lawn areas; off pavement; or in other than marked parking spaces. In such instances, Management may, without prior notice, have improperly parked vehicles towed at the vehicle owner's expense;

(p) to make no additions or alterations to the residence or its equipment without the written consent of the Housing Authority;

(q) not to erect or install security bars or screens on any door or window. In special circumstances, exceptions may be granted by written permission of management.

(r) to leave the residence in clean and good condition, reasonable wear and tear excepted, at the termination of this lease;

(s) to water, mow and maintain lawns and other landscaped or paved areas that are appurtenant to the premises occupied by the tenant unless the tenant has been exempted by the Housing Authority from performing such tasks because of age or physical disability;

(t) to refrain from keeping on the premises any inoperable, disabled, abandoned, or unsafe vehicles or equipment of any kind. Such vehicles or equipment, after five days prior notice, will be removed at the vehicle owner's expense.

10. RULES, REGULATIONS AND POLICIES

This lease incorporates by reference, and the Housing Authority and the tenant hereby agree to abide by the following written rules, regulations, and policies, as adopted and as may be amended from time to time:

(a) schedule of rents and utility allowances;

(b) schedule of maintenance and repair charges;

(c) occupancy and eligibility policies;

(d) necessary and reasonable management rules, regulations and policies adopted for the benefit and well being of the housing project and the tenants;

(e) grievance procedure;

(f) HUD regulations, notices and handbooks and applicable State, Federal and Local laws.

Such written rules, regulations and policies shall be available for tenant's inspection at each area office and at the Housing Authority central office.

11. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that a residence owned by the Housing Authority is damaged to the extent that conditions are created which are hazardous to life, health or safety of the tenant and the tenant's family, then:

(a) the tenant agrees to promptly notify the Housing Authority of the damage;

(b) the Housing Authority agrees to repair the unit within a reasonable time. The Housing Authority agrees to offer alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(c) the tenant agrees to pay the reasonable cost of the repairs, if the damage was intentionally or negligently caused by the tenant, tenant's family or guests;

(d) the tenant agrees to continue to pay rent to the Housing Authority unless:

(1) the Housing Authority does not make repairs within a reasonable time; and

(2) the Housing Authority does not offer alternative accommodations; and

(3) the damage was not caused by the tenant, the tenant's family or guests.

12. INSPECTIONS MADE BEFORE OCCUPANCY AND AT TERMINATION

(a) The Housing Authority agrees to inspect the residence prior to occupancy by the tenant. The Housing Authority shall furnish the tenant with a written statement of the condition of the residence and the equipment provided with the residence, and shall retain in its files a copy of the statement signed by the Housing Authority and the tenant.

(b) Tenant shall inspect the residence and sign the statement of its condition and report in writing any disagreements with the condition of the residence, or its equipment before occupancy or within 10 days after occupancy. Any later damages to the premises will be deemed to be the responsibility of the tenant.

(c) At the time the tenant vacates the residence, the Housing Authority agrees to inspect the residence and furnish the tenant an itemized statement of charges owed by the tenant, if any.

13. ENTRY OF RESIDENCE DURING TENANCY

The Housing Authority may enter the residence during the tenancy for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the residence for re-leasing. The Housing Authority shall give two (2) days advance written notification to the tenant of such entry. The entry shall be made during reasonable hours, except that the Housing Authority may enter the residence at any time when there is reasonable cause to believe that an emergency exists. The tenant shall not unreasonably withhold permission to enter nor change locks or secure the unit in a manner to prevent management from entering. The Housing Authority may upon two (2) days advance written notice remove any such locks or security devices installed by tenant and restore the proper locks and security devices at tenant's expense.

14. TERMINATION OF LEASE

This lease shall continue from month to month unless terminated as provided below:

(a) The tenant may terminate this lease at any time by giving fifteen (15) days written notice to the Housing Authority. If the tenant abandons the residence without notice, the tenant agrees to pay an additional fifteen (15) days rent after the date the Housing Authority discovers such abandonment.

(b) The Housing Authority may terminate this lease at any time for nonpayment of rent, for serious or repeated violations of the terms of this lease, including rules, regulations and policies adopted pursuant to this lease, or for other good cause.

(c) The Housing Authority may terminate the lease for good cause if, because of a change in the tenant's circumstances or eligibility requirements, the tenant is no longer eligible for low rent housing.

(d) If the Housing Authority elects to terminate this lease, for reasons other than nonpayment of rent or situations as in (f) below, the Housing Authority shall give thirty (30) days notice of termination to the tenant. Such notice shall state the reasons for the termination, shall inform the tenant of his or her right to make such reply as he may wish.

(e) The Housing Authority shall give fourteen (14) days written notice to the tenant to pay delinquent rent before terminating this lease for nonpayment of rent.

(f) The Housing Authority shall give three (3) days notice of termination when the health or safety of other tenants or Housing Authority employees is threatened.

15. NOTICE PROCEDURES

(a) Notices from the Housing Authority to the tenant shall be in writing and shall be served in accordance with State Law. Notices are only to be provided to signatories of the lease.

(b) Notices from the tenant to the Housing Authority shall be in writing and delivered to the area office or the central office, or sent by prepaid first class mail, properly addressed to the Housing Authority.

16. GRIEVANCE PROCEDURE

All disputes concerning the rights and obligations of the tenant and the Housing Authority other than eviction disputes shall be resolved in accordance with the grievance procedure of the Housing Authority, such grievance procedure shall be available for tenant's inspection at each area office and at the Housing Authority central office.

This lease may be amended by agreement of the parties in writing.

Dated: _____

Tenant

Tenant

HOUSING AUTHORITY

By _____