

LEASE AGREEMENT

1. PARTIES AND DWELLING UNIT:

The parties to this Lease Agreement are Davy Crockett Housing Development Corporation III referred to as the Landlord, and _____ referred to as Tenant (individually or together). The Landlord leases to the Tenant unit _____ located in the housing community known as OneFiveNine Apartments (the "Unit") All notices and other communications required under this Lease Agreement shall be made to the Tennessee Valley Housing Services at 600 Sulphur Springs Road, Morristown, TN 37813 or to such other address as Landlord may provide in writing. For purposes of this Lease Agreement and any Riders or Addenda, the terms "Management" shall refer to the Landlord and Tennessee Valley Housing Services, the Management Agent for the project.

The members of the household listed below are the only persons permitted to reside in the Unit. This provision is not intended to exclude the care of foster children or live-in care of the Resident or Resident's household member provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for the foster child(ren) and/or live-in aide to reside in the unit.

Names	Relationship	Sex

Tenant shall notify the Landlord, in writing within fourteen (14) days, whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to notify the Landlord, in writing within fourteen (14) days, will result in the Tenant being held liable for all actions of such person and any violation of the Lease Agreement by such person will be grounds for termination of tenancy and eviction from the Unit.

Riders attached to this Lease are: Rental Assistance Demonstration (RAD) PBV Unit Lease Rider, and the Tenancy Addendum Section 8 Project-Based Voucher Program (collectively, the "Riders"). Any provisions of this Lease Agreement which are particular to the state in which the Unit is located ("State") are set forth in the Riders to the lease, State-Specific Provisions, which shall supersede any inconsistent provisions of the main text.

2. TERM:

The initial term of this Lease Agreement shall begin on _____ and end on midnight of the later of _____ or one full year after the commencement date. After the initial term ends, the Lease Agreement will be automatically renewed on a month-to-month basis unless terminated as permitted by Paragraph 20 of this Lease Agreement.

3. RENT:

- a. The initial rent payment will be prorated based on the lease inception date in paragraph 2, and the amount of monthly rent indicated in paragraph 3a. Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the first day of each month to the Landlord or at such other mailing address as the Landlord may provide. Payments made as rent will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed. In the event that rent and/or other charges are not paid in full, a 30-day Notice to Vacate letter will be sent on or around the 6th of the month. The notice to vacate will allow tenants to make payment in full within the 30-day period without further proceedings to follow. If payment in full has not been received, a Detainer Warrant can be filed immediately after the 30-day effective date of the Notice to Vacate letter or another date upon Management's discretion.
- b. Tenant's rent may be reduced as a result of assistance provided through subsidies. If the Tenant's rent and tenancy is reduced or regulated as a result of one or more subsidy programs, provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease Agreement's Riders and are applicable even if not specifically set forth.

4. CHANGES IN TENANT'S RENT:

The Resident agrees that the amount of rent the Resident pays may be changed. Rent is calculated based on the Resident's income: All residents are required to report all income changes within 14 calendar days. The family must comply regarding interim reporting of changes in income. Any change in the family's income, household

composition, or other circumstances that results in an adjustment must be verified. In addition to interim changes, rent changes may result as follows:

- a. At any time, to adjust for changes in the utility allowance as required by the Section 8 Project Based Voucher Program; or
- b. After the initial term of this Lease Agreement, no more frequently than annually, as the Agent may determine, but in no event to exceed the maximum rent permitted for the Unit under the rules applicable to the Section 8 Project-Based Voucher Program, while such Program applies.

In either case, Management will give the Resident at least 30 days' advance written notice of any change in the rent.

5. CHARGES FOR LATE PAYMENTS, RETURNED CHECKS, COURT AWARDS, AND OTHER CHARGES:

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th business day of the month, the Landlord may collect a fee of \$10 on the 6th day of the month. On the effective date on the Notice to Vacate Letter, eviction proceedings may begin for any unpaid rents for the month

The Landlord may collect a returned check fee equal to the current bank charge (currently \$36) any time a check is not honored for payment (bounces). If the check is paid on or after the 6th day of the month, the Resident will be charged a late fee. Landlord may collect a charge for costs related to maintenance and repair beyond normal wear and tear at the current rate established by Management. Consumption allowances for utilities are posted in the Management Office. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant within (14) days delivery of notice. The Landlord may collect a charge for costs and/or reasonable attorney's fees which a court may award in favor of the Landlord, in connection with a legal proceeding in which the Tenant does not prevail.

6. CONDITION OF DWELLING UNIT:

By signing this Lease Agreement, the Tenant acknowledges that Tenant has inspected the Unit and it is clean, and in good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described on the pre-occupancy Unit Inspection Report, which is an Attachment to this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report.

7. CHARGES FOR UTILITIES AND SERVICES:

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities checked in column 1. Payments should be made directly to the appropriate utility company. The items in column 2 are included in the Tenant's rent based on the utility allowances provided by the Tennessee Housing Development Agency and posted in the Management Office. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

<u>UTILITY OR SERVICE</u>	<u>TYPE</u>	<u>UTILITY PAID BY TENANT</u>	<u>UTILITY INCLUDED IN RENT</u>
Heat	Electric	<u>X</u>	<u> </u>
Air Conditioning (Tenant-Provided Unit)	Electric	<u>X</u>	<u> </u>
Lights & Electricity	Electric	<u>X</u>	<u> </u>
Cooking	Electric	<u>X</u>	<u> </u>
Water		<u> </u>	<u> X</u>
Sewer		<u> </u>	<u> X</u>
Cable TV		<u>X</u>	<u> </u>
Alarm Monitoring		<u>X</u>	<u> </u>
Trash Collection		<u> </u>	<u> X</u>

8. SECURITY DEPOSITS:

The Tenant has deposited an amount equal to one month's rent, but not less than \$100, with the Landlord. The Landlord will hold this security deposit in accordance with State law for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a. The Tenant will be eligible for refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 20.
- b. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

- c. The Landlord will refund to the Tenant the amount of the security deposit as required by State law, less any amount needed to pay the cost of:
 - i. unpaid rent;
 - ii. damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report prepared prior to initial occupancy;
 - iii. charges for late payment of rent and returned checks, as described in paragraph 5;
 - iv. charges for unreturned keys, as described in paragraph 10;
 - v. charges for costs and/or reasonable attorney's fees which a court may award in favor of the Landlord, in connection with a legal proceeding in which the Tenant does not prevail; and
 - vi. any other charges properly owing from Tenant to Landlord.
 - d. The Landlord agrees to refund the amount computed in paragraph 8c within 30 days after the Tenant has permanently moved out of the Unit, returned possession of the Unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
 - e. The Landlord will pay any refund to the Head of Household.
 - f. The Tenant understands that the Landlord will not apply the Security Deposit, in advance of the Tenant's moving out, to the last month's rent or to any charges owed by the Tenant.
9. UTILITIES:
- a. Tenant must assist in saving energy by not washing vehicles on premises. Washing vehicles or using water in a manner that is not normal indoor household use is a violation of this lease agreement.
 - b. Tenant will not permit anyone to use water except for use by household.
10. KEYS AND LOCKS:
- The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Landlord. When this Lease Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.
11. DEFECTS & HAZARDS TO LIFE, HEALTH OR SAFETY:
- a. The Tenant shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
 - b. The Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the cost of the repairs shall be charged to the Tenant.
 - c. The Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
 - d. Wherever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, or any failure or refusal to fulfill the Tenant's Obligations set forth in Paragraph 15 of this Lease Agreement, the Tenant agrees to pay the cost of all repairs, at the rates contained in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time.
12. RESTRICTION AND ALTERATIONS:
- The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:
- a. change or remove any part of the appliances, fixtures or equipment in the Unit;
 - b. paint or install wallpaper or contact paper in the Unit;
 - c. attach awnings, or window guards in the Unit;
 - d. attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the Unit;
 - f. install washers, dryers, dishwashers, heaters, or air conditioners inside or outside the Unit or balcony; or
 - g. place any aerials, antennas, satellite dishes, or other electrical connections on the Unit.
13. OCCUPANCY:
- The Tenant shall have the right to exclusive use and occupancy of the leased premises. "Guest" means any person not listed on this Lease Agreement who temporarily visits the Unit or premises with the consent of a household member. The Tenant must notify the Landlord in writing of all overnight guests staying on the premises for more than 14 consecutive nights in a calendar year. The written notice must be given no later than the third day after the guest begins staying at the premises. The notice must indicate the period of time the guest will be staying at the lease premises. If any visit will extend beyond one week, the Tenant must notify the Landlord in writing, stating the reasons for the extended visit, which must first be authorized in writing by the Landlord.

14. OBLIGATIONS OF LANDLORD:

Landlord shall be obligated, other than for circumstances beyond its control, as follows:

- a. To maintain the premises and the project in decent and sanitary condition.
- b. To comply with requirements of applicable building codes, housing code, 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 decent condition.
- e. To maintain in good and working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Landlord.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit by Tenant of garbage, rubbish and other waste.
- g. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.
- h. To provide extermination services per posted schedule of charges.
- i. To maintain grounds, shrubbery, sidewalks, parking areas and other common exterior areas in the community in a clean, and orderly condition.
- j. To make non-emergency repairs with reasonable promptness. To make emergency repairs within 24 hours.
- k. To maintain exterior lighting in working order.
- l. To notify Tenant of the specific grounds for any proposed adverse action by Landlord including, without limitation, a proposed lease termination, transfer of the tenant to another unit, change in amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities, and to notify Tenant of Tenant's opportunity for a hearing under the Grievance Procedure, when applicable.

15. OBLIGATIONS OF THE TENANT:

Tenant shall be obligated as follows, and shall ensure that Tenant's household members, visitors and guests obey the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the premises.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of the household may engage in legal business and other activities in the dwelling Unit, where the Landlord determines that such activities are incidental to primary use of the leased Unit for residence by members of the household and the activities will not result in violation of any term of the lease, result in increased utility or insurance costs to the Landlord, or create additional liability to the Landlord.
- d. To abide by necessary regulations issued by the Landlord for the benefit and well-being of the housing project and the tenants. Said regulations shall be posted in the Management Office and are incorporated by reference in this Lease Agreement.
- e. To comply with all obligations imposed upon tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- f. To comply with the covenants, by-laws and rules and regulations of any community association in which the Tenant resides under this Lease Agreement.
- g. To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's exclusive use in a clean, and orderly condition (but not to make repairs, alterations or redecoration without the Landlord's written consent.)
- h. To provide reasonable care and perform interim testing of smoke detectors to assure they are in working order, but not to tamper with or remove smoke detectors. To place a work order for any issues with smoke detectors.
- i. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner and ensure to clean any residue resulting from disposal of any garbage, rubbish, or other waste.
- j. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances.
- k. To refrain from destroying, defacing, damaging or removing any part of the premises or property.
- l. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, and sanitary condition.
- m. To provide that the Tenant, any member of the Tenant's household, any guest or any other person under the Tenant's control, shall not engage in the following:
 - i. Any criminal activity that threatens the health, safety or peaceful enjoyment of the premises by other residents, or employees or contractors of Landlord, including, but not limited to, drug-related criminal

activity, on or near the premises (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) and shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State in the Unit or on the premises, and as further outlined in Paragraph 17 of this lease or: .

- ii. Any alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents or:
- iii. Any manufacture or producing methamphetamines or:
- iv. Any fleeing to avoid prosecution or to avoid custody or confinement after conviction of a crime or attempt to commit a crime or:
- v. Any violation of probation or parole imposed under Federal, State or Local Law or:
- vi. Allowing any person or family member that owes Davy Crockett Housing Development Corporation IV or Tennessee Valley Housing Services a balance or has been evicted from public housing to be allowed in or near the unit. It will be a violation of this Lease and the person(s) will be placed on the Trespass List until said balance is paid in full and the necessary time has lapsed.
- vii. Allowing any person who is under a "No Trespassing" Notice to be allowed in or near the unit. It will be a serious violation of this Lease to allow any such person on or near the dwelling unit after being informed of the person's name and nature of the trespass.
- n. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's pet policy and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet. Landlord will review requests for reasonable accommodation requests for service and assistance animals and comply with State and Federal Laws, Regulations and Program obligations. Service and assistance animals are not pets and not subject to pet policies.
- o. To pay Landlord's reasonable, established charges for the repair of damages to the premises, project buildings, facilities or common areas (other than for normal wear and tear) that are caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs.
- p. To permit the Landlord, pursuant to the provisions of Paragraph 19, to enter the premises for the purpose of performing periodic inventories and inspections, routine maintenance, making improvements or repairs, or showing the premises for re-leasing.
- q. To promptly report to the Landlord any needed repairs to the leased premises or any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- r. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Landlord in writing.
- s. To notify the Landlord of any absence from the Unit which exceeds 30 days.
- t. To leave the Unit, upon vacating the premises, in a clean and decent condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as the Landlord sees fit and a charge may be posted to your final account, per the Schedule of Charges which will be posted in the Management Office.

16. RULES

The Tenant agrees to obey the House Rules, which are provided as an Attachment to this Lease Agreement. The Tenant agrees to obey additional rules established after the effective date of this Lease Agreement. Such rules will be reasonably related to the care, and cleanliness of the building, comfort and convenience of the tenant. In the event of a change to the House Rules, the Tenant will receive written notice of the proposed rule at least 30 days before the rule is enforced.

17. FIREARMS, WEAPONS, DANGEROUS OBJECTS, AND/OR MATERIALS:

Residents, members of resident's household and guests are prohibited from displaying firearms of any type (operable or inoperable) anywhere on the property unless in possession of a valid carry permit. The use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

- a. Shotguns, pistols, rifles, etc.
- b. Ammunition of any type.
- c. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.) of any type.
- d. Archery equipment (bows, arrows, targets, etc.).
- e. Paintball guns, paint balls and any similar products.
- f. Any and all types of sling shots or any device that could shoot a projectile.
- g. All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.
- h. Any and all types of explosives, fireworks, and explosive chemical(s).
- i. Any type of instruments or object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

- j. Residents and members of resident's household may only keep privately owned legal firearms and ammunition, preferably in locked cabinets, in their apartments. At a minimum, safety devices must be used. These legal firearms and ammunition may not be openly displayed or exhibited on the property.
 - i. The exception would be for anyone who has a legally permissible employment requirement to maintain weapons.

18. CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION:

- a. Tenant acknowledges that Tenant's eligibility for the Unit and/or the rent charged has been determined based on Tenant's application, including Tenant's representations about family income and composition. If Tenant has falsely certified to Tenant's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Tenant.
- b. Regularly Scheduled Recertifications: Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Section 8 Project Based Voucher Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification.
- c. Failure by a Tenant to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, or to appear for a scheduled rent and income review, will be considered a material violation of the Lease Agreement.

19. ACCESS BY LANDLORD:

Tenant agrees that, upon reasonable notification, (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Tenant's Unit during reasonable hours for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative assigned by the Landlord may inspect the Unit for the purpose of fulfilling responsibilities for the Section 8 Project Based Voucher Program.. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Tenant's Unit without prior notice to Tenant, if Landlord reasonably believes that an emergency exists which requires such entrance, if Tenant made a request for service or upon request by law enforcement with the appropriate documentation. In the event that Tenant and all adult members of his/her household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time and purpose of entry prior to leaving the Unit.

After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the Unit to prospective tenants during reasonable hours. If the Tenant moves before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

20. TERMINATION OF TENANCY:

- a. To terminate this Lease Agreement, the Tenant must give the Landlord at least 30 days written notice prior to the end of the term. The Tenant shall be liable for rent up to the end of the applicable term, as described in Paragraph 2 of this Lease Agreement or Riders, as applicable, or to the date the Unit is re-rented, whichever date comes first.
- b. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
 - i. the Tenant's serious or repeated violations of the material terms of this Lease Agreement; or
 - ii. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act.
- c. The following lease terms shall be considered material but are not an exclusive listing:
 - i. Obligations of the Tenant identified in Paragraph 15 of this Lease Agreement.
 - ii. Nonpayment of rent due under the Lease Agreement.
 - iii. Repeated late payment of rent.
 - iv. Serious or repeated interference with the rights of other Tenants.
 - v. Serious or repeated damage to the premises.
 - vi. Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof.
 - vii. Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement.
 - viii. Misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
 - ix. Keeping an animal or other pet in or on the premises in violation of Paragraph 15.n.
 - x. Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit.
 - xi. Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling Unit or the premises as posted and in effect from time to time.
 - xii. Any criminal activity engaged in by Tenant, a household member, or a guest or other person under Tenant's

control that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on or near the premises.

- d. The Landlord shall give written notice of termination of this Lease Agreement as may be provided by any State or local law.
- e. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord.

21. NOTICE

- a. Except as provided in Paragraph 19, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the tenant is visually impaired, all notices must be in an accessible format.
- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office.
- c. Notices sent by regular first-class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

22. REMOVAL OF TENANT'S PERSONAL PROPERTY ON TERMINATION:

Tenant agrees to remove all furniture and other personal property from the premises immediately upon the termination of this Lease Agreement. Any property left on the premises will be deemed abandoned, considered to be trash and will be disposed of by Landlord. The cost of such removal shall be charged to the Tenant.

23. ABANDONMENT OF PROPERTY:

If Tenant is absent from the Unit, without notice, for thirty (30) days and rent is owed, Landlord has the right to consider that the Tenant has abandoned the Unit. Any of Tenant's remaining personal property shall be considered abandoned, treated as trash and may be disposed of by Landlord 72 hours after Landlord's delivering and mailing a written notice to this effect.

24. CUMULATIVE RIGHTS:

Each and every one of the rights and remedies of Landlord are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof, but may be exercised later.

25. CHANGES TO DWELLING LEASE AGREEMENT:

- a. Schedules of Charges, House Rules, and other policies and addenda which are incorporated in the Lease Agreement by reference will be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Tenant upon request. Landlord may amend such schedules, rules, policies, etc. at any time, provided that Landlord shall give at least a 30-day written notice setting forth the proposed policy or addendums and the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum.
- b. This Lease Agreement, inclusive of all Riders and Attachments referenced in Section 28 of this Lease Agreement, evidences the entire agreement between Landlord and Tenant. No modifications shall be made during the term of this Lease Agreement except in writing and signed by both parties to the Lease Agreement.

26. ACCOMMODATION OF PERSONS WITH DISABILITIES:

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

27. CONTENTS OF THIS AGREEMENT:

This Lease Agreement and its riders and attachments make up the entire Lease Agreement between the Tenant and the Landlord regarding the Unit. If any Court declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. This Lease Agreement shall be deemed to include all provisions of federal or state law which are required to be included herein and which provide the Tenant with rights or with notice thereof, provided that Landlord in fact provides to Tenant, in a separate notice or document, the notice or rights that are required to be provided.

28. RIDERS AND ATTACHMENTS TO THE AGREEMENT:

The Tenant certifies that he/she has received a copy of this Lease Agreement and the following Riders and Attachments to this Lease Agreement and understands that these documents are part of this Lease Agreement. By signing this Lease Agreement, the resident agrees to abide by all stipulations set forth in the Lease Agreement and accompanying riders and addenda.

Riders:

- a. Rider A- Rental Assistance Demonstration (RAD) and PBV Unit Lease Rider
- b. Rider B- Tenancy Addendum Section 8 Project-Based Voucher Program

Attachments:

- a. Attachment No. 1- Bed Bug Addendum
- b. Attachment No. 2 - House Rules
- c. Attachment No. 3 - VAWA Notice of Occupancy Rights
- d. Attachment No. 4.- Parking Policy
- e. Attachment No. 5.- Pet Policy
- f. Attachment No. 6 - Smoke-Free Policy
- g. Attachment No. 7 - Lead Based Paint Disclosure Form
- h. Attachment No. 8 - Trespassing Policy
- i. Attachment No. 9 - Schedule of Utility Allowance
- j. Attachment No. 10- Initial Unit Inspection Report

Signatures: TENANT:

Signature

Date

Signature

Date

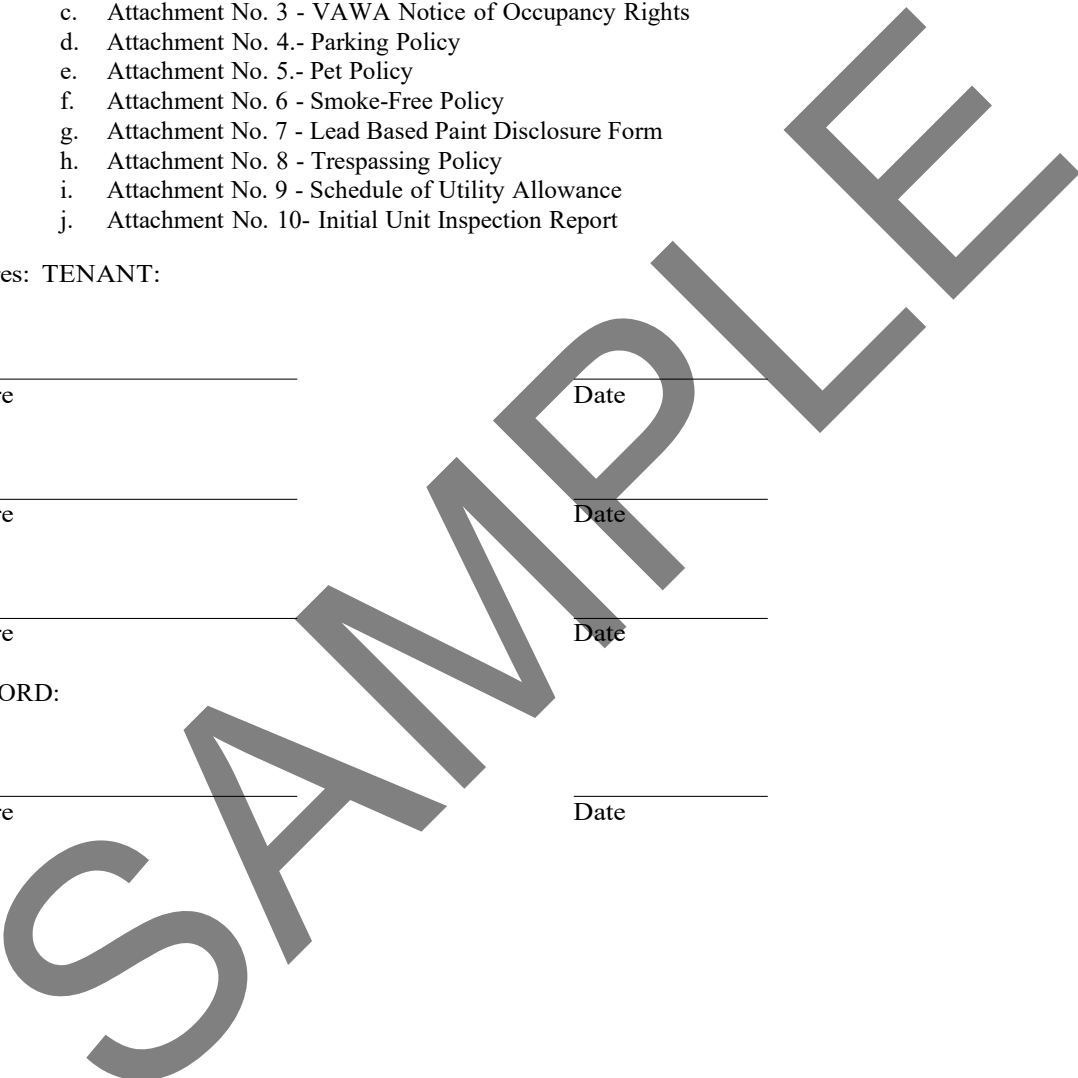
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Date

LANDLORD:

Signature

Date



RAD AND PBV UNIT LEASE RIDER (PBV)
(TO BE ATTACHED TO RAD UNITS AND PBV UNITS ONLY)

Under RAD, the Managing Agent and the Owner have converted the Property from HUD's public housing program to HUD's project-based voucher ("PBV") program under 24 CFR Part 983, as such may be amended from time to time. The Property is subject to requirements of the RAD program under HUD Notice H-2019-09 PIH-2019-23 (HA) (September 5, 2019), as such may be amended from time to time (the "RAD Requirements"). Under RAD, to facilitate the uniform treatment of residents and units, any non-RAD PBV units located on the Property shall also be subject to the terms of this RAD and PBV Lease Rider.

The RAD Requirements are in addition to, and may modify, the requirements of the PBV program, including the Tenancy Addendum for the PBV program which is executed herewith. In the event of a conflict between the RAD Requirements and the requirements of the Lease, the RAD Requirements shall control.

Owner and Tenant hereby agree that the Lease is amended by the following provisions:

1. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to Owner termination of tenancy and eviction (which Moving to Work agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be:
 - a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. Grievance Process. Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with the requirements of section 6 of the Act. For the termination of assistance and several other PHA determinations, PBV program rules require Owner and TVHS to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:
 - a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), Owner shall give Tenant an opportunity for an informal hearing for any dispute that Tenant may have with respect to Owner's actions in accordance with the Tenant's Lease or TVHS in accordance with RAD PBV requirements that adversely affect Tenant's rights, obligations, welfare, or status:
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), TVHS will perform the hearing, as is the current standard in the RAD Program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i); and
 - ii. For any additional hearings required under RAD, the Owner shall perform the hearing.
 - b. An informal hearing will not be required for class grievances or to disputes between tenants not involving Owner or TVHS.
 - c. Owner hereby gives tenants notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
 - d. Owner shall provide opportunity for an informal hearing before an eviction.

**Tenancy Addendum
Section 8 Project-Based
Voucher Program**
(to be attached to the lease)

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

OMB Burden Statement. Public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 983.256(b)(3). The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. **Tenant**

[Empty box for Tenant information]

3. **Contract Unit**

[Empty box for Contract Unit information]

4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

[Empty box for Household information]

5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

The initial rent to owner is: \$ _____

7. **Initial Tenant Rent**

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Previous editions are obsolete

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric	SAMPLE			
Water				
Sewer				
Trash Collection				
Air Conditioning				
Refrigerator				
Range/Microwave				
Other (specify)				

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Signatures:

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Family Representative

Signature

Print or Type Name of Family Representative

Date

Previous editions are obsolete

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats:

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(15) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental

assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Previous editions are obsolete

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(04/2023)
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Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

**Section 8 Project-Based Voucher Program
Statement of Family Responsibility**

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.252(b), under which the PHA must give the family a packet that includes the family obligations under the program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to certify the members of the family participating in the Section 8 project-based voucher program and the family's awareness of their family responsibilities under the program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. **Certification.** The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members:

is eligible to participate in the Section 8 project-based voucher program of this PHA and is approved to occupy a unit at:

Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. **Tenant Rent.** The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.
3. **Changes in Tenant Rent.** A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.
4. **PHA Housing Assistance Payment.** The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.

5. Family Right to Move.

- (A) The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.
- (B) Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

6. Family Obligations.

- (A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.
- (B) Each family member must:
1. Supply any information that the PHA or HUD determines to be necessary for administration of the program.

2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
10. Request PHA written approval to add any other family member as an occupant of the unit.

11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
12. Give the PHA a copy of any owner eviction notice.
13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
14. Submit evidence of citizenship or eligible immigration status if they are seeking assistance. Families in which all members are U.S. citizens or have eligible immigration status are eligible for assistance. Mixed families, in which at least one member is a U.S. citizen or has eligible immigration status and at least one member does not contend eligible immigration status, are eligible for pro-rated assistance.

(C) The family (including each family member) must not:

1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
7. **Termination of Assistance.** The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility.
8. **Illegal Discrimination.** If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex

(including sexual orientation and gender identity), disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

Eligibility for HUD's programs must be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

- 9. Violence Against Women Act (VAWA).** VAWA and HUD's implementing regulations provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. The PHA will provide the Notice of Occupancy Rights and Certification Form and is responsible for having an emergency transfer plan. The lease addendum also includes a description of specific protections.
- 10. HUD Requirements.** HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

KEEP THIS DOCUMENT FOR YOUR RECORDS

Family

Name of Family Representative:

Address, Telephone Number:

Signature of Family Representative, Date:

Public Housing Agency

Name of PHA:

Address, Telephone Number:

Signature of PHA Representative, Title, Date:

TENNESSEE VALLEY HOUSING SERVICES HOUSE RULES

This property was developed for the purpose of providing decent, sanitary and affordable housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of their apartment in a peaceful, quiet, and private environment. House Rules are necessary to define acceptable activities and behavior in an environment of community living. House Rules are not meant to infringe on the rights of any one resident but, rather, to protect the rights of all the residents, the owners, managing agents, and the property as a whole. Residents who do not comply with the House Rules will be notified, in writing, of their noncompliance with the policies, which is a violation of the lease. A violation of House Rules by a resident could be grounds for the termination of the Lease as allowed by regulation and law. All city, county, state and federal laws apply to each resident, their household members, and all guest(s).

Live-In Aides and House Rules It should be noted that if a resident has a live-in aide, the live-in aide must comply with the house rules, even though they are not a party to the lease. The Owner/Agent has the right to evict a live-in aide who violates any of the house rules.

Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Amendments Act of 1988, Equal Access to Housing in HUD Programs - Regardless of Sexual Orientation or Gender Identity Final Rule of 2012 and any legislation that protects the individual rights of residents, applicants, or staff members are applicable to this property. The Owner/Agent shall not discriminate and will comply with all the applicable Fair Housing laws including Title VI of the Civil Rights Act protecting race, color, sex, familial status, religion, disability, or national origin in the leasing, rental, or other disposition of housing regardless of the sexual orientation, gender identity or marital status of applicants and residents.

1. PRIMARY RESIDENCE

Assisted households must have only one residence. A family is eligible for assistance only if the unit will be the family's only residence.

2. ACCESS TO UNIT

Management will provide reasonable advance notice of intent to enter the unit (24 Hours) and will enter the unit only during reasonable hours. Emergencies or urgent situations may arise and make 24-hour notice impossible. The tenant must agree to permit Management, his/her agents or other persons, when authorized by Management, to enter the unit for the purpose of performing reasonable repairs and conducting periodic inspections. In addition, after the resident has given a notice of intent to move, the resident must agree to permit Management to show the unit to prospective residents during reasonable hours. If the resident moves before the lease ends, Management may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

3. RECERTIFICATIONS

HUD requires a recertification of household income and composition be conducted at least annually. To ensure households meet program requirements, residents must supply information requested by Management for use in annual and interim recertification of household income and composition in accordance with Program requirements. Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in re-determining rent, dwelling size continued eligibility for assisted housing. Residents must cooperate with recertification and requests for information. In the event of failure or refusal of the resident to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure. The resident must provide information requested by the Landlord in a timely manner. Residents must notify Management, in writing, within 14 days if any of the following occur: Change in household composition; The household proposes to move a new member into the unit; A current household member moves out of the unit; There is a change in citizenship eligibility; or Household income assets or deductions change.

CHANGES IN HOUSEHOLD COMPOSITION: Residents must receive approval before moving a new household member into a unit. Residents and any person wishing to be added to a lease must complete an application or other written request at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, before the person or persons moving into the premises. All household members and Live-in Aides must meet current screening requirements in order to be eligible to move into the unit. Additions to the household are processed according to regulations and subsidy standards. Failure to notify Management of changes in income, assets, deductions, or family composition is considered a material violation of the lease, which may result in termination of assistance and/or residency.

PURSuing FOR FRAUD: If Management determines that the tenant is in non-compliance with his/her lease because he/she knowingly provided incomplete or inaccurate information, Management will follow procedures outlined in the Lease for terminating the tenant's tenancy and for filing a civil action against the tenant to recover monetary damages if applicable. Fraud is a material lease violation.

DWELLING SIZE: Resident agrees to transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

4. INSURANCE

Please be aware that personal possessions are not covered for damage or loss caused by fire, water, theft, or any other events by the Owner/Agent's insurance. **For this reason, we strongly recommend that residents obtain adequate renter's insurance coverage for personal belongings.**

5. RENT COLLECTION

All rents are due and payable on the first day of the month in accordance with the Lease. Late Fees will be administered in accordance with the Lease. Rental Payments should be made as identified in the lease. Money Orders/Checks must be filled out before being presented to Management. Management is not allowed to complete these items for residents. **NO CASH IS ACCEPTED BY ANY TVHS OFFICE.** Late Charges are assessed to unpaid rent balances at the close of business on the 5th day of the month. A notice will be served the following day in accordance with Tennessee State Law. The notice will allow fourteen (14) days to meet with the Management and discuss the pending Lease Termination for Non-Payment of Rent. In no way does this policy state or imply that additional time has been granted for payment of rent. The NSF Fee is equal to the current bank fee. On the second occurrence or any additional time a check is not honored for payment (bounces or is returned NSF), Management requires all future payments (rent, late charges, and damages) to be paid by certified check or money order. It is not uncommon for a bank to attempt to cash a check a second time if the first attempt is not honored.

6. UNIT INSPECTIONS

Management may perform unit inspections at Move-In, for monthly preventative maintenance, Move-Out and an annual, or biennial basis to determine whether the appliances and equipment in the unit are functioning properly, to assess whether a component needs to be repaired or replaced, and to observe any damage to the unit caused by the resident's abuse or negligence. Pest Control Inspections will occur as stated on the maintenance schedule. Management or its authorized contractors has the right to inspect residents' units and the entire property to ensure that the property is being physically well-maintained and is sanitary. These inspections assure Regulators that owners are fulfilling their obligations under the regulatory agreement and/or subsidy contract, and that residents are provided with decent housing.

7. CONDUCT

- A. Moving into or moving out of the apartment should be accomplished in a way so as to minimize disturbance of residents. Vehicles must remain in parking areas at all times and are never permitted on lawns, walkways, or other access areas at any time.
- B. The resident(s) on the Lease is responsible not only for their own actions but, the conduct of his/her household members, guest(s), and visitor(s), while in the apartment or on the property. Any violation of these House Rules and/or Lease terms is considered noncompliance with the Lease. The term "guest" means a person on the premises with the consent of a household member.
- C. Residents are permitted to have a guest(s) visit his/her residence. However, a person visiting the property in excess of 14 days in a calendar year without the written consent of Management will be counted as a household member and is grounds for lease termination.
- D. Residents and his/her guest(s) will not engage in, or participate in, such conduct which interferes with the other residents' enjoyment of the quiet and peaceful environment. No act of a resident and/or guest that threatens, intimidates, is deemed as harassing of others, is physically violent (with or without injury to another person and/or property), or displays unacceptable conduct will be tolerated. Any such incident(s) will be considered a violation of House Rules and the Lease Agreement. Additionally, where applicable, such incidents will also be reported to local law enforcement.
- E. Guest(s) who violate the terms of the Lease, House Rules, or Federal, State or Local law will be presented a letter of trespass and declared a trespasser. Resident or family member agrees that any person who is under a "no trespassing" notice will not be allowed in or near the dwelling unit and/or on any street leased by TVHS, with the consent of the head of household or a family member. Residents are instructed to not allow the trespasser person in the unit and to call the police and report they have been trespassed and are on the property. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to the tenant of the person's name and nature of trespass notice. Door to door solicitation is prohibited. Report any such activity to the office immediately.
- F. All vehicles must be registered with the office. A guest's vehicle should be parked in an area that is considerate of residents of the property. A vehicle without a resident parking pass may be tagged and towed at the owner's expense.
- G. Anyone who wishes to live on the property must be screened prior to moving in. This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in.
- H. Once the initial move-in has occurred, all additions to the household must be approved by Management.
- I. Screening, in accordance with the Tenant Selection Plan and/or Tennessee Valley Housing Services Section 8 Administrative Plan (as applicable), will be used for future household members.
- J. Screening criteria is applied uniformly to all applicants.
- K. Acts of intimidation, harassment, including sexual harassment, verbal abuse, physical threat or violence, or misconduct of, or to, any resident or employee of this apartment property or the Management agent by any person will not be tolerated. Any such incident(s) will be considered a violation of House Rules and the Lease Agreement. Additionally, where applicable, such incidents will also be reported to local law enforcement.
- L. Social gatherings of residents and guest(s) are welcomed, provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or Management. Any such gathering is considered a violation of the terms of the Lease and House Rules, when other residents' right to quiet and peaceful enjoyment of his/her residence is violated. This policy applies to gatherings inside an apartment as well as in common areas.
- M. The consumption of alcoholic beverages or any public intoxication in any common areas of the property is strictly prohibited.
- N. The hours between 11:00 P.M. and 7:00 A.M. on the property are a Quiet Time. Every effort by all households should be directed towards minimizing any noisy, disturbing, offensive, or objectionable activity during these hours. Every effort should be made to honor the right of other residents to the quiet and peaceful enjoyment of his/her residence during all hours of the day.
- O. The volume of stereos, televisions, radios, etc., whether in the apartment, in the common areas of the property, or in a vehicle, is to be kept at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her residence at all times.
- P. Resident will not assign the lease or to sublease the premises, will not provide accommodations for boarders, lodgers, or others not listed on the lease as household members, as provided by the Landlord.

- Q. Resident will not allow any person not on the lease to use a Tennessee Valley Housing Services address as his/her mailing address without the written permission of the landlord.
- R. Any resident wishing to run a business out of their apartment must have written Management approval before starting.
- S. Resident agrees to abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- T. Resident agrees to transfer to an appropriate size or type unit based on need or family composition, upon notice by the Landlord that such a dwelling unit is available.
- U. Resident agrees to correct any violation (other than a lease termination of tenancy/demand for possession) within 48 hours of receipt of written notice from the Landlord of the specific violation, except as provided by the contrary herein.
- V. Resident agrees to promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- W. (Resident agrees to not commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- X. Resident agrees to provide the Landlord with 30 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the Landlord's central office or sent by U.S. Mail properly addressed. Resident agrees to leave the unit completely empty and in a clean condition upon surrender. Upon termination of this agreement, "Tenant agrees that the dwelling shall not be considered vacated" for rental charge purposes only, until such time as the keys are returned.

8. CRIMINAL ACTIVITY

Management has the discretion to terminate the tenancy and the lease for criminal activity or drug-related criminal activity engaged in, on or off the premises, by any resident, household member, or guest, and any such activity engaged in on the premises by any person under the resident's control that is deemed to be detrimental to or impair the physical or social environment of the community. The resident, household member, or any person under the resident's control shall not engage in any criminal activity on or off the premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises. This includes any activity by a tenant or guest in which the Landlord determines that a tenant or guest is illegally using a controlled substance.

Abuse of alcohol that the Landlord 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 Tenants, employees of the Landlord, or persons legally on the premises.

Violations of this section shall be considered a material violation of the lease. **CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER THIS LEASE WITHOUT AN ARREST OR CONVICTION.**

DRUG RELATED CRIMINAL ACTIVITY: The owner and Management maintain zero tolerance for drug-related or other criminal activity. "Drug-related criminal activity" means the illegal manufacture, sell, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal Controlled Substances Acts. Residents are responsible not only for themselves but also for their visitors, service providers and household members in and around the community regardless of whether the resident knew, or should have known, of the drug-related criminal activity. Even a single violation of the zero-tolerance policy will constitute a material violation of the lease and is grounds for eviction.

SEX OFFENDERS: HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex-offender registry. *The owner and Management have opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.* If Management discovers that a household member(s) is a registered sex offender and was admitted in error, Management will immediately pursue termination of assistance and termination of tenancy. Management will first offer the family the opportunity to remove the ineligible (sex offender) family member from the household. If the family is unwilling to remove that individual from the household, Management must pursue termination of assistance and termination of tenancy for the household. If the household notifies Management that the sex offender is permanently moving out of the unit, the owner/agent must be able to verify alternative permanent residence within five (5) business days. Self-certification is not acceptable verification in this case. Documentation, including but not limited to, legal lease signed by parties; utilities in their name; US Postal service certified mailing address change, etc., must be provided that the household member has moved. Sex offender screening is conducted at each annual certification, at a minimum. If any resident is subject to registration on any state sex offender registry, Management will immediately notify the household that they have the option to remove the sex offender(s) or Management will pursue termination of assistance and termination of tenancy. With good cause (i.e. notification from a state sex offender registry or law enforcement agency) all household members acknowledge that sex offender screening can be conducted by Management at any time.

OTHER CRIMINAL ACTIVITY: Management may pursue termination of tenancy (eviction) if any household member participates in criminal activity that threatens the health or safety of staff, other residents, residents' guests, residents' service providers or persons residing in the immediate vicinity of the premises. Management may pursue termination of tenancy (eviction) if any household member participates in criminal activity that interferes with a resident's right to peaceful enjoyment of the premises including property management staff residing on the premises. If the owner/agent discovers that a resident is a fugitive felon or parole violator, Management may terminate tenancy if a tenant is: 1. Fleeing to avoid prosecution, custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of Tennessee, is a high misdemeanor; or 2. Violating a condition of probation or parole imposed under Federal or State law.

CRIMINAL ACTIVITY DISCOVERED AFTER MOVE-IN: Should Management discover that a resident has committed a crime while living on the property or if Management discovers that a resident misrepresented their criminal history on the application, Management will require the household to meet and discuss the information. Management will comply with the FHA Section 8 Administrative Plan's criminal screening criteria when determining what action should be taken. Depending on the severity of the crime and the willingness of the household to remove the offender, action may include termination of assistance and/or termination of tenancy.

DISTURBANCES OR ACTIVITIES INVOLVING LAW ENFORCEMENT: Residents are expected to contact law enforcement if they witness any illegal activity or if they feel they are in need of law enforcement intervention or protection. If any law enforcement agency is called to the property because of any type of illegal disturbance and/or criminal violations caused by a resident, such incident shall be investigated by Management. If it is determined that a resident was involved in criminal activity and/or other illegal behavior, this will be considered a material violation of the lease. Law enforcement has the right to enter the property and the power to make arrests as needed within the law. For emergencies, call 911. Law enforcement responses to disturbances and/or criminal violations where the resident, a resident's guest or a resident's service provider is involved in illegal activity is considered a lease violation. This does not apply if the resident, the resident's guest or the resident's service provider is the victim. Management will investigate the circumstances surrounding the specific situation and make a determination whether termination is appropriate. The termination of the lease agreement will be conducted as allowed by the terms of the lease agreement and local, state, and federal law, including the provisions provided through the Violence Against Women Act (VAWA).

9. PROPERTY APPEARANCE

1. Resident will keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition and will dispose of all garbage, rubbish, and other waste from the premises in an appropriate, safe, and sanitary manner. Littering of any type on the property grounds is strictly prohibited and may lead to charges for the cost of cleanup.
2. Each resident is responsible for the cleanliness and use of each appliance and fixture in his/her apartment. Residents are responsible to report any operationally defective appliance or fixture immediately. Residents will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care or an act of negligence.
3. Residents will not park motorized vehicles in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition.
4. Toys, personal items, and other playthings should not be left unattended or abandoned on the sidewalks, near stairways, in common entries, in hallways, or on the grounds. Any abandoned or unattended toys, personal items, or playthings in any of the common areas will be disposed of as necessary without prior notice.
5. Sidewalks, entrances, passages, stairways, corridors, hallways, and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the building or apartment.
6. All window coverings must be specifically manufactured for that purpose. Sheets, blankets, aluminum foil, or other such items are not acceptable as window coverings. Blinds, shades, or other window coverings should be in acceptable condition and working order.
7. No personal, seasonal, special use, or other items may be stored or displayed on a balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony and must be maintained in an acceptable condition.
8. Except for bulletin boards or other areas specifically designated by Management, no signs, flags, advertisements, notices, other letters, or flyers may be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the apartment building or property.
9. The display of holiday decorations is permitted as long as such decorations do not prevent entry or exit to the building or apartment, do not present a fire or other hazard, and are not permanently affixed to the property. Decorations should be removed within 14 days after the celebrated holiday passes. The use of spray snow or similar products on windows or other surfaces is specifically prohibited. Should Management be required to remove the prohibited items, there will be a charge.
10. No awnings, tents, radio antenna, television antenna, wires, fences, shrubs, trees, or other similar projections are allowed in and/or about any part of the buildings and/or common areas.
11. Resident agrees to not use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord; For example, Do not penetrate fascia or soffit with nails, screws and/or fasteners. If hanging Christmas lights, clips must be used. For the purpose of hanging pictures, use only small diameter nails large enough to hold weight or picture or use fasteners specifically designed for picture hanging. Do not hang any item from the siding or porch covering.
12. No flower gardens can be installed without management permission. Any approved flower garden must be no more than approximately 2 feet from the front wall of the unit. No flower pots, ornaments, yard items, or any personal belongings can impede operation of mowing equipment. Only outdoor furniture can be used on the porches. No trash or interior items can be stored or left on the porches. No items can block entrance or exit from the porches or walkways. No trash is to be kept on the porch. All exterior areas must not be unsightly.
13. Residents agree to immediately report to the Landlord any accident or injury or damage to the unit including to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind. The resident will be charged for any damage or destruction to any part of the premises caused by their actions or those of their household members, visitors, or guests.
14. No laundry lines or hanging out of clothes will be permitted anywhere on the property without landlord's consent.
15. Resident will not install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent; CB antennas and satellites are prohibited.
16. The common areas and grounds are for the use and enjoyment of all residents. The walkways, corridors, hallways, stairways, courtyards, playgrounds, parking lots and lawns are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. Residents may not linger or congregate in the walkways, corridors, stairways, property roadway, or parking areas. The storage of household or personal items in the common areas is prohibited. Stored and/or abandoned item(s) will be removed from the property without notice if the owner is unknown.
17. Swimming pools of any kind, including, but not limited to, any type of water toy such as slip and slides, twirling water sprinklers, etc. are not allowed anywhere on the property. Basketball goals and swing sets/slides may not be placed upon the property.

- smoke detector. Failure to comply will result in: first offense is a \$25.00 fine, second offense is a \$50.00 fine, and third offense is eviction.
- C. Strictly Prohibited: The use of extension cords inside or outside of the unit is strictly prohibited. Extension cords cannot be plugged into common area outlets or into another apartment.
 - D. Strictly Prohibited: Storage of containers for flammable fluids or explosive materials within the apartment, storage area or any common areas anywhere on the property is strictly prohibited. Storage of any materials in the vicinity of the hot water heater, HVAC, range or refrigerator or in the mechanical closet is strictly prohibited as it may create a health and fire hazard.
 - E. Strictly Prohibited: Using the stove as a heating source is prohibited.
 - F. Strictly Prohibited: Windows, in units, are not allowed to be nailed shut or to be made permanently closed in any way.
 - G. Egress through doors or windows cannot be blocked by anything. This must be cured within 24 hours.
 - H. This is a health and safety issue and is considered material non-compliance with the lease.
 - I. Strictly Prohibited: Smoking is strictly prohibited in the following areas: all apartments, all common areas, all rooms with oxygen equipment stored (even when it's turned off), all balconies and/or patios, and all areas where any highly flammable combustible or explosive material might be used or stored. Smoking is prohibited inside all units, and in outdoor areas within 25 feet from any property building, including the community room, network center, administrative buildings and office buildings.
 - J. Residents agree not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to BB, guns and air powered rifles. The use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property.
 - K. For the protection of all residents, the maximum speed limit within the property is 10 MPH, unless otherwise posted. All residents, visitors, and guests are required to comply with this speed limit; violation may result in lease termination. Driving in an erratic or unsafe manner compromises the safety of other residents and employees, and is a lease violation.

14. KEYS AND LOCKS

- J. Two entry door keys and one mail key, per household, will be issued at move-in. Failure to return all keys issued will result in a charge, as allowed by the Lease, of no more than the actual cost for each lock change, as a result of the missing key(s).
- K. No alteration, addition, and/or replacement of a lock(s) is permitted without the written consent of Management. Management must have access to the unit for inspections, repairs or emergencies. Locks must only be installed by the apartment maintenance personnel or a qualified contractor approved by Management. The cost for this service will be no more than actual cost and is detailed on the Property Charge Sheet.
- L. Resident(s) on the Lease are responsible for the control of and return of all keys issued during his/her term of possession of the apartment. Should a lock require changing for any reason, other than the lock's failure to operate correctly due to normal wear and tear, charges may be issued based on the actual cost of the lock replacement.
- M. The Head or Co-head resident on the lease is responsible for providing access to their apartment for all household members. Requests for lock out service is charged in accordance with the Property Charge Sheet. Management reserves the right to not provide lockout service for any situation other than an emergency. Emergencies are determined by Management.

15. MAINTENANCE AND MAINTENANCE EMERGENCIES

- A. Routine maintenance requests must be made to the Management. Do not stop maintenance personnel in the performance of their duties to request maintenance. You will be instructed to make your request at the Management Office. Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed during normal business hours, Monday through Friday, excluding holidays. The goal is to complete maintenance calls within 24 hours except when prevented by extraordinary circumstances.
- B. Maintenance requests will be handled after office hours only if they are emergencies. We define **EMERGENCIES** as situations which:
 - Present a **danger to people or the property. These include, but are not limited to:**
 - Fire
 - No electricity in the entire apartment
 - Broken or non-working exterior access doors, locks, windows
 - No heat in accordance with state and local laws
 - No air conditioning in accordance with state and local laws
 - No water in the entire apartment
 - Toilet not functioning (when only one in an apartment)
 - Flooding
 - Broken pipes

16. MISCELLANEOUS

- A. Resident must immediately notify Landlord of needed repairs or damages to the premises by placing a work order. This includes all water leaks (faucets, running toilets, etc.), excessive moisture, or standing water, all of which can cause forms of organic growth. Waterbeds are not permitted. Promptly remove any visible moisture accumulation in your unit, including moisture on walls, windows, windowsills, floors, ceilings, closets, storage areas, and bathroom fixtures. Mop up any spills and thoroughly dry affected area as soon as possible. Use exhaust fans in kitchen and bathrooms when necessary. Keep climate and moisture in your unit at reasonable levels.
- B. No additional equipment, refrigeration unit, freezing unit, air conditioning, heating unit, or permanently affixed lighting device may be installed, operated, or used in any way unless as a reasonable accommodation based on a disability.

10. WASTE REMOVAL.

- A. Trash containers are provided by the City of Morristown Public Works Department in Morristown developments for the purpose of trash and garbage disposal.
- B. Residents are required to use the containers provided for garbage disposal.
- C. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, household, or personal item(s) are allowed in storage areas, porch, walkway, common Areas (including areas by entry doors), or anywhere on the property. All such items must immediately be placed in the designated container. All trash and garbage must be placed in a plastic bag, sealed, and properly placed inside the designated container. Trash and garbage are not to be placed on top of, beside the container. Residents are responsible for the proper disposal of his/her trash/garbage according to the specific rules of the property. The container lids must be kept closed at all times.
- D. All large items (e.g. couches, chairs, washers, dryers, etc.) will be picked up by Management as scheduled by the office. These large items must be set on the curbside on the designated day, which is subject to change. Do not set cardboard, bagged trash, or paper on the street. Do not leave discarded furniture, mattresses, box springs, or other personal property around the outside of the unit, and/or any common areas, and/or within the property boundaries without prior Management permission. Items set out at times other than scheduled pick up times will result in a maintenance charge for removal. Do not dispose of grease, paint, acids, and other hazardous materials on the property or in the sewer system.

11. EXTENDED ABSENCE & ABANDONMENT POLICY

- A. Your apartment must be your household's only residence; therefore, residents are not allowed unexplained and/or extended absences from the premises for 14 continuous days, or for longer than 180 continuous days for medical reason.
- B. If a resident is absent from their apartment for more than 30 days for reasons other than medical, Management will begin the process to terminate their lease.
- C. Residents who have medical reasons to be absent from their apartment for 30 days must provide evidence from their medical professional that a medical condition is causing the absence.
- D. At the point the extended absence reaches either of these thresholds, an eviction process may be initiated.
- E. Extended absence is not the same as abandonment.
- F. Abandonment: The PHA will consider a unit to be abandoned when a resident has both fallen behind in rent AND/OR has indicated by words or actions an intention not to continue living in the unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Prior to taking any adverse action, the PHA will post the unit "abandoned" and allow the family to respond. When a unit has been abandoned, a PHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A reasonable storage fee will be charged. The storage fee must be paid in full before the stored contents will be released. Property will be stored for a period of thirty (30) calendar days and, if not claimed by the family within such thirty (30) calendars after the family has abandoned the premises, then the PHA will dispose of said property.
- G. Termination of tenancy (eviction) may begin in accordance with state law.
- H. Resident agrees to provide Landlord with a 30 day notice of vacate. Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U. S. first-class mail properly addressed. Resident agrees to leave the unit completely empty and in a clean condition upon surrender.

12. SMOKING

- A. The use of tobacco products by residents or guests is prohibited in all public housing living units and interior areas (including but not limited to hallways, porches, administrative offices, maintenance facilities, warehouses, and similar structures). As well as in outdoor areas within 25 feet from public housing, community room, Neighborhood Network Center, administrative and maintenance office buildings.
- B. *Smoking:* The term "smoking" means inhaling, exhaling, burning and/or carrying a cigar, cigarette, e-cigarette, or any other tobacco product in any form or any manner. Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, Electronic Nicotine Delivery System (ENDS) and water pipes (hookahs). Residents and their guests are responsible for properly disposing of cigarette butts or other tobacco products so as not to litter the grounds. Residents and employees who smell tobacco smoke from inside leased premises are to report this to the Housing Director or to the Administrative Office as soon as possible.
- C. Failure to abide by this Smoke-Free Policy is a lease violation based on civil behavior with the following consequences:
 - 1st Violation may result in a Written Lease Violation.
 - 2nd Violation may result in a Written Lease Violation.
 - 3rd Violation may result in a Written Lease Violation.
 - 4th Violation in any 12-month period may result in a 30-day lease termination.
- D. This policy applies to all residents, guests, and service persons. Residents are responsible for ensuring all family members and guests comply with this Rule.

13. SAFETY

- A. Grills may only be used 25 feet from any property building. No fire, fireworks, firepits, or burning of any kind is allowed on property.
- B. Any fire that is set or caused on property is considered grounds for lease termination. Every effort must be made to avoid fire hazards. Keep smoke detectors unobstructed at all times; not to tamper with or render inoperable any smoke detector, (including the removal of the battery from a battery-operated smoke detector), and to notify landlord immediately of the malfunction or inoperability of any

- C. Equipment and/or appliances provided in the unit may not be moved or removed from the apartment or building. All equipment and appliances provided must be permanently retained in the original location.
- D. DO NOT FLUSH WIPES or any item beside human waste down the toilet. Foreign objects are not allowed in a sink drain, toilet bowl or tank and/or sewer system. The resident will be charged the cost of repairs to the system if found in violation of this rule.
- E. No repairs or alterations to the apartment or grounds are allowed without the written consent of Management. This includes painting, wallpaper or borders, windows, doors, blinds, ceilings or floors or the temporary or permanent changing of the physical layout of the apartment.
- F. Resident agrees to pay reasonable charges for the repair of damages to the premises (other than normal wear and tear), or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant's household or a guest. Charges will be due within 14 days of the repair or service. Charges will be based on the actual cost of the repair and at no time shall the charges be more than the actual cost to repair. Failure to pay charges in accordance with the Lease Agreement may result in the termination of tenancy.
- G. The resident will maintain all utility accounts current for which he/she is responsible for payment for the entire time of possession of his/her apartment. Failure of the resident(s) to maintain the utility accounts current for which he/she is responsible is a violation of the Lease. If resident's utilities are shut-off by the utility company for non-payment, the resident shall have 24 hours to restore services. If utility services are not restored, Management will begin proceedings to terminate tenant's lease.
- H. Resident will use the utilities only in a reasonable, safe, and intended manner and only for the purpose intended, such as electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities. Sharing utilities between units is prohibited.
- I. Residents will maintain a minimum temperature of 55 degrees Fahrenheit (13 degrees centigrade) to prevent physical damage to the property and plumbing system during cold weather.

17. TRANSFER POLICY

Households that have a change to household composition that requires a transfer to the proper sized unit will be added to the transfer waiting list. Residents who are requesting a transfer due to a safety situation must complete a Unit Transfer Request for approval. This request must be completed and signed by the head of household. Security Deposits will be transferred when a household transfers from one apartment to another.

- A. Transfers will be reviewed and categorized according to the following list:
 - **Category 1** – Emergency Transfers. Transfers necessary when conditions pose an immediate threat to the life, health safety of a resident or resident family member. This category could be used for situations involving defects to the unit or building, a resident involving VAWA, or the health or safety of a household member. All emergency transfers should be completed as soon as practical.
 - **Category 2** – Immediate Administrative Transfers. These transfers are necessary in order to permit a family needing accessible features. Residents with disabilities currently residing in a non-accessible apartment and needing accessible features will be given priority for an apartment with accessible features over other residents and applicants. These transfers should be completed as soon as practical.
 - **Category 3** – Regular Administrative Transfers. Transfers necessary due to correct unit size when the current unit is the inappropriate size for the family. This category can be used by the landlord to solve issues on the property.
 - **Category 4** – Convenience Transfers. Requests made by families with no apparent need for transfer.
- B. Residents, who either request a transfer or are required to transfer, will be placed on a transfer waiting list based on date and the apartment size requested/needed.
- C. Depending upon the circumstances of the transfer, a resident may be obligated to pay all costs associated with the move.
- D. Transfers will not take place if the resident is not in compliance with their Lease. This includes, but is not limited to, the lease violations, unpaid rent, late fees, damage charges, and any other outstanding lease violations. The transfer request will remain on the Transfer Wait List until the transfer takes place or the resident moves out.
- E. Transfers in category 1 then category 2, in that order, may be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 3 may be housed along with applicants for admission at a ratio of one transfer for every six admissions. Transfers in category 4 may be housed at the discretion of the landlord. All other applicants will be housed ahead of category 4 transfers.
- F. Upon offer of a unit, the family will execute all lease documents within 48 hours. The resident must complete the transfer immediately. The old unit keys are due to be turned in within 48 hours. The resident will provide proof of utilities within 48 hours of lease signing. The unit offer may only be rejected for good cause.

18. INFESTATION PREVENTION

All efforts will be taken to provide a healthy and pest-free environment for all residents. In the event of infestation, notification will be in writing and will include instructions that describe how to prepare the unit for treatment. Failure to prepare or allow access to an exterminator or staff constitutes a health and safety violation for the residents. Residents who do not comply by adequately preparing for extermination may be issued a lease violation. If noncompliance continues beyond one instance, lease enforcement proceedings may commence and continue until compliance is achieved. Resident agrees to permit pest control treatments monthly or as needed at Tennessee Valley Housing Services' discretion. Residents are notified of the treatment schedule at lease signing. Residents must prepare their unit and otherwise comply with Landlord's employees or contractors' instructions for pest control. As the resident, your responsibility is to:

- Notify the Management immediately of pests, including, but not limited to, bed bugs in your apartment.
- Follow the guidelines within the apartment's pest management plan.
- Help prevent pest infestations by:
 - o Keep your apartment clean and clear of clutter.
 - o Inspecting all furniture before bringing it into your apartment, especially used furniture.
 - o Do not bring abandoned furniture into your apartment because you do not know why it was abandoned.

- o Do not bring abandoned furniture into your apartment because you do not know why it was abandoned.
- Extermination and Infestation Control** – To avoid and address the very serious problem of infestations, including but not limited to, bed bug infestation, furniture and belongings infested with pests will not be brought into or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. Should a pest problem be identified, Management will contract for extermination and will institute several steps that must be taken immediately by all residents in this community when notified by Management. Charges may be assessed to the resident for an infestation issue caused by the living conditions of the resident, and failure to keep a sanitary unit. **Failure to comply** with extermination efforts after written notification by Management is considered a violation of these House Rules and a lease violation which may lead to charges for extra extermination charges, or termination of your lease. **All applicants before becoming residents and all residents are required to sign the lease acknowledging the Bed Bug Policy.**

19. PETS AND ASSISTANCE ANIMALS THIS PROPERTY ALSO HAS A SEPARATE PET POLICY

Landlord will review and assess reasonable accommodation requests from persons with disabilities requiring service animals or other types of assistance animals, including support animals, on a case-by-case basis. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are often referred to as "service animals," "assistive animals," "support animals," or "therapy animals." **Resident will not permit any animals on the premises without the prior written consent of Landlord** and in accordance with the Landlord's pet policy. The use of pee pads in the unit is prohibited. All animal owners are required to immediately clean up after their animals at all times, indoors or outdoors. The owner(s) must have their animal under physical control and in their presence (on leash not to exceed 36–48 inches in length or caged). The animal cannot be tied out or let out on its own outside the apartment. When the landlord's staff or representatives are in the unit, the animal should be caged or put up. The landlord or staff are not responsible for animals that get out of the unit when the door is opened. **Guests are not permitted to bring animals on the property at any time.**

20. THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The "Violence Against Women Act" (VAWA) and the Justice Department Reauthorization Act of 2013, VAWA, also, protects residents including any household members who are victims of domestic violence including dating violence, sexual assault, or stalking, from being evicted or terminated from housing assistance based on acts of such violence against them. The tenant "victim" cannot be evicted because of incident(s) of actual or threatened domestic violence, dating violence or stalking which otherwise would be considered as serious or repeated violations of the lease or other "good cause." If you receive a lease violation and/or an eviction notice as a victim of domestic violence, you have the right to appeal the lease violation and/or eviction notice based on the domestic violence. Certification of domestic violence will be required from the victim; this includes the name of the abuser. Management can provide you with HUD Form 91006 for this purpose. Alternatively, you may provide statements from victim service providers, medical professionals or attorneys who have counseled you as a victim and can provide third-party verification of your status as a domestic violence victim.

21. REASONABLE ACCOMMODATIONS AND MODIFICATIONS

It is the policy of Tennessee Valley Housing Services (Landlord), pursuant to Section 504 of the Rehabilitation Act as well as the Federal Fair Housing Act, to provide reasonable accommodations and modifications upon the request of applicants and residents with disabilities. Management will seek to identify and eliminate any situations or procedures that create a barrier to equal housing opportunity for all. Such accommodations may include changes in the method of administering policies, procedures, or services.

When an otherwise qualified applicant requests a reasonable accommodation or modification, Management is not required to:

- make structural alterations that require the removal or altering of a load-bearing structure,
- provide support services that are not already part of its housing programs,
- take any action that would result in a fundamental alteration in the nature of the program or service, or
- Take any action that would result in an undue financial and administrative burden on the Owner/Agent, including structural impracticability as defined in the Uniform Federal Accessibility Standards (UFAS).

22. TENANTS RIGHT TO ORGANIZE

The Owner/Agent agrees to allow tenant and tenant organizers to conduct activities related to the establishment or operation of a tenant organization on the property in accordance with HUD requirements.

23. CHANGES TO HOUSE RULES

House Rules are subject to change. Such changes will be applicable within 30 days' notice to residents.

BED BUG ADDENDUM

This policy for bedbug prevention constitutes an addition to the residential lease agreement for the undersigned residential household.

1. **RESIDENT RESPONSIBILITIES FOR BEDBUG PREVENTION/EXTERMINATION:** Resident(s) claims all furnishings and personal property to be moved into the dwelling are free of bedbugs upon the move in date noted on the lease agreement. Resident(s) agrees to take measures for the duration of their tenancy to prevent and control the occurrence of bedbugs within the dwelling and/or Apartment Community. Such measures include but are not limited to:

- Resident(s) must report any problems or suspicions of bedbugs immediately to Management and agrees to abstain from self-treatment of the infestation in the place of reporting infestations. Resident(s) agrees not to use insecticide "bombs", total release foggers, camphor, kerosene, diesel, gasoline, alcohol or other similar products. These products can cause serious health problems. They are dangerous if misused and can cause fires and explosions. These products are not appropriate for bedbug management.
 - Resident must cooperate with inspections of the unit for prevention of or suspected infestations after receipt of proper notice.
 - Practice good housekeeping and maintain an environment that is not hospitable to bedbug infestation, and keep clutter inside the home to an absolute minimum.
 - Check all secondhand furnishings and items to be used in the Apartment Dwelling for signs of bedbugs before furnishings are brought into the Apartment Dwelling.
 - Resident(s) agrees to cooperate fully with treatment plans and efforts and follow the instructional materials provided by management.
 - Cooperation includes adequately preparing for bedbug treatment in a timely manner as not to prevent treatment from occurring.
 - Resident(s) acknowledges that lack of cooperation with bed bug prevention and extermination can be considered material non-compliance of the Lease agreement and may result in termination of such contract.
2. **TENNESSEE VALLEY HOUSING SERVICE (TVHS) BEDBUG PREVENTION/EXTERMINATION PLAN:** Tennessee Valley Housing Services (TVHS) recognizes the potential problems that can arise out of bedbug infestations. Accordingly, TVHS adopts this policy in an effort to minimize bedbug infestations.
 - TVHS shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.
 - TVHS will provide literature for bed bug education and prevention.
 - TVHS will keep a qualified pest control company under contract so they can be called on an "as needed" basis to perform professional bed bug treatments.
 - If a resident reports the existence of bedbugs TVHS shall make contact with the resident generally within 24-48 hours and will provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take before an inspection is performed.
 - Following a report of bedbugs, TVHS and/or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bedbugs are present within three business days of the report when possible.
 - With the confirmation of the presence of bedbugs TVHS will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents. The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Residents should be advised that treatment may take several weeks and possibly several applications. If licensed pest control companies are unattainable within three calendar days TVHS shall retain documentation of the efforts to obtain qualified services.
 - Re-inspection of infested structures and sites should be expected to be in about 10-21 days after any initial treatment, and (if needed) again about 10-21 days later; to detect, and to precisely target the treatment (if needed) of any continued infestation.
 3. **NONCOMPLIANCE WITH BEDBUG TREATMENTS:** Resident(s) agree to comply with the recommendations from Management and the pest control specialists prior to professional treatment. Failure to comply with bedbug treatments will be considered a violation of the Lease agreement and will result in the following additional actions:
 - First Attempt – Documentation
 - Second Attempt - \$100.00 or current pest control providers charges
 - Third Attempt – Lease Termination
 4. **LIABILITY OF MANAGEMENT:** Management will not be liable for any damage to personal belongings resulting directly or indirectly from bedbug infestation and/or treatment. **MANAGEMENT STRONGLY RECOMMENDS THAT RESIDENT(S) SECURES INSURANCE TO PROTECT THEIR PROPERTY.** Resident(s) agrees to hold Management harmless and indemnify Management from any actions, claims, losses damages and/or expenses including but not limited to attorney's fees that Management may incur as a direct or indirect result of bedbug infestation.
 5. **CHANGE IN TERMS OR RULES:** Management has the right to make changes to this Policy with **THIRTY (30) days'** notice or in accordance with applicable state laws.

PARKING POLICY

Rules for Parking Motor Vehicles

The following list of Tennessee Valley Housing Services (TVHS) rules and regulations applies to residents and guests in the development.

TVHS may designate parking spaces.

In TVHS developments where there are parking lots, the housing authority may designate allowable uses for parking spaces by marking and/or signs. Designations may include, but are not limited to, Resident Parking, Visitor Parking, TVHS Staff Parking, Handicap Parking, No Parking, etc. Any space not otherwise marked is hereby designated for Resident Parking only.

Vehicle Registration

On-site parking of resident-controlled vehicles is restricted to two vehicles per household. A resident must register all vehicles she/he wishes to park on-site with TVHS. At the discretion of TVHS, registration is available for vehicles owned by residents and those that residents do not own but which she/he has permission to use. All registered vehicles must display a TVHS sticker in the lower left corner of the rear window or in a visible location on motorcycles.

Storage and Repairs

Storage of boats, trailers, campers, canopies, automobiles, etc. is prohibited in the parking areas. Any repair or maintenance of vehicles is prohibited on TVHS property.

Vehicles which may be parked

- A vehicle which is currently licensed and operable and which properly displays a current TVHS registration sticker in the development at which the resident lives.
- A vehicle parked in designated Visitor Parking Space by a non-resident who is visiting residents. Parking in these spaces is limited to six (6) hours at any one time unless otherwise approved by TVHS.

Vehicles which may not be parked

- A vehicle which is inoperable or which does not display valid current state license plates, is not registered with TVHS or does not properly display a current valid TVHS registration sticker
- A vehicle which is blocking the free flow of traffic through any parking area
- A vehicle which is blocking mailboxes
- A vehicle which is parked in a fire lane
- A vehicle which is creating a hazard to any resident, resident's property, TVHS employee, or TVHS property
- A vehicle which is parked in a Visitor's Parking Space for more than six (6) hours at any one time, unless otherwise approved by TVHS
- A vehicle being repaired, being stored on the lot, or is parked outside a designated space
- A vehicle parked in an inappropriate space, for example, a resident-controlled vehicle parked in a Visitor Parking Space, a visitor's vehicle parked in a Resident Parking Space, or a resident or visitor vehicle parked in a "TVHS Staff Only," parking space
- A vehicle registered at another TVHS development

Notice of intent to impound

Any vehicle found to be in violation of these rules is subject to being impounded at the owner's risk and expense. Before impounding a 48-hour warning notice, with an opportunity to correct, will be affixed to a TVHS registered inoperable vehicle or a vehicle not displaying a current license. Vehicles in violation of any other rule may be immediately impounded without prior notice, although at TVHS's discretion, it may affix a "notice" to such vehicles for informational or tracking purposes.

Instructions to follow if your vehicle is being towed

Refrain from disputing the actual tow with the tow truck driver. The driver is unable to resolve any conflicts regarding the tow if the vehicle appears to be improperly parked (i.e., in violation of posted signs or without required parking permits). In addition, the tow truck driver is unable to adjust the tow price or to exclude the fee.

Adopted by Board Resolution No. 2013-09 on June 18, 2013

PET POLICY

EXCLUSIONS

All aspects of this policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the person's disability. The TVHS will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, other mental health professional, or qualified individual that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the TVHS is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, the animal will not be accepted into housing. Moreover, the TVHS is not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations. Residents must give TVHS a picture of the pet, and veterinarian documents verifying receipt of required shots, and other veterinary treatment.

PETS IN PUBLIC HOUSING

The TVHS allows for pet ownership in its developments with the written PRE-APPROVAL of TVHS. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the TVHS harmless from any claims caused by an action or inaction of the pet.

APPROVAL

Residents must have the prior written approval of the TVHS before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the TVHS will approve the request. Residents must give the TVHS a picture of the pet, and veterinarian documents (shots, spayed/neutered, etc.).

TYPES AND NUMBER OF PETS

The TVHS will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, hamster, gerbil, guinea pig, or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. All dogs and cats must be spayed or neutered before they become six (6) months old. A licensed veterinarian must verify this fact.

Only one pet per unit will be allowed. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20-gallon capacity shall be allowed. Only one hamster, gerbil, or guinea pig will be allowed. Pets other than cats or dogs must have suitable housing such as cages or aquariums.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. The following breeds will not be allowed: pit bull, Rottweiler, chow, or boxer breeds. No animal may exceed forty (40) pounds in weight. Weight will be verified by veterinarian documents.

INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be filed with the TVHS to attest to the inoculations.

PET DEPOSIT

There will be no deposit for pets. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units.

FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the TVHS reserves the right to exterminate and charge the resident.

NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or TVHS personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously and/or incessantly disturb any person at any time of day or night shall be considered a nuisance.

DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community room, public bathrooms, lobby, hallways or office in any of our sites.

MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the un cared-for pet to be boarded at a local animal care facility at the total expense of the resident.

Residents must take appropriate actions to protect their pets from fleas and ticks.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning a cat shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when TVHS employees, agents of the TVHS or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the TVHS property within 24 hours of written notice from the TVHS. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 14 calendar days of written notice from the TVHS. The pet owner may also be subject to termination of his/her dwelling lease.

The TVHS grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

VISITING PETS

No pets are allowed on TVHS property unless registered to a TVHS tenant. Pet sitting is not allowed.

REMOVAL OF PETS

The TVHS, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the TVHS has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

SMOKE FREE POLICY

Effective July 1, 2018, the use of tobacco products by residents or guests is prohibited in all public housing living units and interior areas (including but not limited to hallways, porches, administrative offices, maintenance facilities, warehouses, and similar structures). As well as in outdoor areas within 25 feet from public housing, community room, Neighborhood Network Center, administrative and maintenance office buildings.

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, Electronic Nicotine Delivery System (ENDS) and water pipes (hookahs).

Residents and their guests are responsible for properly disposing of cigarette butts or other tobacco products so as not to litter the grounds.

Residents and employees who smell tobacco smoke from inside housing authority property are to report this to the Housing Director or to the Administrative Office as soon as possible. The housing authority's Management staff will try to identify the source of the smoke and take appropriate action in accordance with this policy.

Failure to abide by this Smoke-Free Policy is a lease violation based on civil behavior with the following consequences:

1st Violation will result in a Written Lease Violation.

2nd Violation will result in a Written Lease Violation.

3rd Violation will result in a Written Lease Violation.

4th Violation in any 12-month period will result in a 30-day lease termination.

INFORMATION REGARDING LEAD PAINT POISONING

Housing which was constructed before 1978 may contain lead-based paint. Please read the following concerning lead paint poisoning.

WATCH OUT FOR LEAD PAINT POISONING!!!!

Children get lead poisoning when they eat bits of paint that contain lead. If a child eats enough lead paint, his or her brain will be damaged. The child may become mentally retarded or even die.

Older houses and apartments often have layers of lead paint on the walls, ceilings, and woodwork. When the paint chips off or when the plaster breaks, there is real danger for babies and young children. Outdoors, lead paints and primers may have been used in many places, such as on walls, fences, porches, and fire escapes.

If you have seen your child putting pieces of paint or plaster in his or her mouth, you should take the child to a doctor, clinic, or hospital as soon as you can. In the beginning stages of lead poisoning, a child may not seem really sick. Do not wait for signs of poisoning. Lead paint poisoning is treatable and blood and lead level screening is advisable for children under the age of seven. The testing can be conducted in doctor's offices, clinics, and the Public Health Department.

Of course, a child might eat paint chips or chew on a painted railing or window sill while parents aren't around. Has your child been especially cranky? Is he or she eating very little? Does your child throw up or have stomach aches often? These could be signs of lead poisoning. Take the child to a doctor's office or clinic, or the Public Health Department. If medical screening identifies your child as having elevated Blood Lead Level, please notify the Morristown Housing Authority. Be sure to tell the rest of your family and people who babysit for you about the danger of lead poisoning.

If you want to know more about how to keep your child safe from lead poisoning, talk to your doctor, public health nurse, or social worker at the clinic or health department.

TVHS POLICY FOR MOLD NOTIFICATION AND PREVENTION

This policy for mold prevention is hereby incorporated into and made a part of the lease contract for all TVHS properties. If any terms or conditions found in this policy vary or contradict any terms or conditions found in the residential lease contract, this policy shall control.

1. MOLD PREVENTION: Although mold is a naturally occurring substance, its growth can and should be prevented. Proper housekeeping and living habits are an integral part of preventing mildew, mold, and/or fungi growth on indoor surfaces. In order for mildew, mold and/or fungi to grow, water and/or moisture must be present. If mildew, mold and fungi are growing, its growth can be prevented by cutting off the water source, encouraging proper ventilation and cleaning and drying the area. Resident(s) agrees to take proactive measures for the duration of their tenancy to prevent and control the occurrence of mold within the apartment dwelling. Such measures include but are not limited to:

- Ensuring the apartment dwelling is properly ventilated.
- Regularly allowing air to circulate throughout the apartment dwelling.
- Keeping the interior of the apartment dwelling clean and free of dirt and debris that can harbor mold, mildew and/or fungi.
- Using bathroom fans while running the shower or bathing for elimination of steam and/or moisture.
- Not air-drying wet clothes indoors.
- Using the HVAC system in the apartment dwelling to maintain the temperature and humidity to approximate standards suggested by The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) standard 55-1989, Thermal Environmental Conditions for Human Occupancy, which has defined the indoor environmental comfort zones. This comfort zone lies between 66 degrees and 77 degrees, and 30% and 60% relative humidity. It should be noted that if the relative humidity and temperature are not maintained with the ASHRAE comfort zone, elevated mold levels may be observed.
- Using all reasonable care to close all windows and other openings in the apartment dwelling to prevent water from penetrating the interiors.
- Cleaning and drying any visible moisture from windows, walls and other surfaces, including personal property as soon as possible. Mold can start to develop on damp surfaces within the first 24 to 48 hours.
- For information provided by the U.S. Environmental Protection Agency, visit the EPA website at <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>

2. REPORTING RESPONSIBILITIES: Resident(s) agrees to abide by the guidelines set forth below:

- Resident(s) must immediately report any water intrusion, such as plumbing leaks, drips or sweating pipes to TVHS.
- Resident(s) must notify TVHS of overflows from bathrooms, kitchen, and laundry fixtures, especially in cases where the overflow may have permeated walls or cabinets.
- Resident(s) must immediately report to TVHS any leaks, moisture problems, and/or mold development on surfaces inside the apartment dwelling.
- Resident(s) must immediately notify TVHS of any problems with the air conditioning or heating systems.
- Resident(s) must immediately report to TVHS any non-working fan.

3. REMEDIES FOR VIOLATIONS OF THIS POLICY: If Resident(s) fail to comply with any term or provision of this Policy, TVHS may take any of the following actions:

- Entry and Inspection: TVHS maintains the right to inspect for the presence of mold, mildew, and/or fungi. Resident(s) consents to TVHS, after reasonable notice, and during reasonable hours, entering and inspecting the apartment dwelling for evidence of mold, mildew, and/or fungi.
- Reimbursement of TVHS Expenses: Resident(s) agrees to reimburse TVHS for expenses including, but not limited to, inspection, remediation expenses, and attorney fees that TVHS may incur as a direct or indirect result of mold, mildew, and/or fungi in the apartment dwelling.
- COMPLIANCE WITH COMPREHENSIVE TREATMENT PLAN: In addition to reimbursement, Resident(s) agrees to comply with the recommendations from TVHS for treatment of mold, mildew, and/or fungi.
- TERMINATION OF RESIDENTIAL LEASE CONTRACT FOR GOOD CAUSE: This Policy is made a part of the Lease contract and the breach of any terms of this Policy may be considered good cause for termination of the Lease.

4. LIABILITY OF TVHS: TVHS will not be liable for any damages resulting directly or indirectly from development of mold, mildew, and/or fungi, and/or treatment of the same, including but not limited to, adverse health effects, personal injury, loss of income, emotional distress, death, and/or property damage. TVHS strongly recommends that the Resident(s) secure insurance to protect their property. Resident(s) agrees to hold TVHS harmless and indemnify TVHS from any actions, claims, losses, damages, and/or expenses including but not limited to attorney's fees that TVHS may incur as a direct or indirect result of mold, mildew, and/or fungi development.

5. LIABILITY OF RESIDENT(S): Resident(s) shall be strictly liable for any and all financial responsibilities relating to the presence of mold, mildew, and/or fungi resulting from failure to comply with this Policy. This includes, but is not limited to, adverse health effects, personal injury, loss of income, emotional distress, death, property damage, damage to personal belongings, and remediation costs.

6. CHANGE IN TERMS OR RULES: TVHS has the right to make changes to this Policy with thirty (30) days' notice or in accordance with applicable state laws. Should any term or provision of this Policy be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Policy shall stand in full force and effect.

TRESPASS POLICY

The Tennessee Valley Housing Services, hereinafter referred to as "TVHS", is aware of the problem its residents and the TVHS face with the unwanted presence of persons on, in, or about the property of the TVHS. Recognizing the seriousness of illegal drug activity, as well as other criminal activity, the TVHS adopts the following policy in an effort to enhance the safety, health, and well-being of its residents and property.

The goal of the following policy is to reduce criminal activity involving drugs and other activity, which threatens the peace and tranquility desired for the development and its residents. The following policy is to be implemented and carried out under the laws of the State of Tennessee and the municipality.

Issuing Nonresident Warnings

TVHS considers any person who enters onto its properties without the authority or permission of management and/or residents as trespassers. TVHS shall cause a verbal or written warning to be issued to any nonresident who either has no legal right to be on the property of the TVHS, or is not an invited guest of a resident. Said warning shall state that such persons shall not come on any property belonging to the TVHS for the time periods described below under penalty of being prosecuted for criminal trespass under law. When practical, a trespass warning shall be in writing but the TVHS shall have the right to rely on a verbal trespass warning that is documented in the TVHS's records.

Notice of Trespass for the following types of offenses will remain in effect for one (1) year from the date of issue:

- Living with a resident of the TVHS while not on the lease;
- Damage to property of the TVHS. In cases where restitution has been made, the perpetrator may request that the TVHS lift the ban prior to the end of the one (1) year ban.
- Repeated violations of the TVHS's Parking Policy.
- Repeated violations of the TVHS's Pet Policy.

Notice of Trespass for the following types of offenses will remain in effect for one (1) year from the date of issue:

- Prostitution
- Any violent activity including, but not limited to, assault, domestic violence, rape, murder, and/or possession of a deadly weapon.
- Conviction as a sex offender.
- Any drug activity.

Three (3) years following the initial date of a lifetime ban the perpetrator may request a conference with the TVHS for consideration of removal of the trespass notice. The decision of the TVHS will be final. This opportunity for removal does not apply to sex offenders.

TVHS encourages its residents to inform their guests to remain in the yard of the dwelling residents they are visiting. Likewise, any person entering on TVHS properties to utilize facilities (i.e. playgrounds, basketball courts, etc.) must be a guest and in the physical presence (or company) of a household member who is on the lease of the property visited.

The warning shall be issued to such person or persons by a Police Officer or TVHS personnel. A copy of the warning "as issued" shall be filed with the Housing Director of the TVHS or other appropriate officials of the TVHS. Where the violation is associated with a specific tenant family, this family will be notified that the individual has been banned.

Any person who has received a warning to leave the property under the provisions of this policy and who returns to the TVHS property within the proscribed period of time from the date the warning was issued, shall be subject to arrest for criminal trespass as provided for in TCA Section 39-14-405 & Section 39-14-406 and under the laws of the municipality.

Any person who returns to the property of the TVHS and who is found to be on said premises shall have the times enumerated herein extended to a term up to twice the original term or expiration of the notice issued by the TVHS. Any person who is barred from the TVHS property three (3) times or is charged with trespassing three (3) times is subject to a lifetime ban from entering any TVHS property.

A copy of the notice and related documents shall be maintained by the TVHS. The names of the persons receiving the trespass notice shall be maintained by the Liaison Officer for use in his/her official capacity.

The date of expiration of the notice shall be written on the notice form.

Appealing a Written Warning

Any person being served the notice who desires to contest the issuance of a criminal trespass warning should do so in writing addressed to the Housing Director. Any person filing an appeal may attach thereto relevant supporting statements from other persons and other appropriate and reasonable documentary evidence. After review, the Housing Director or designated employee shall have the authority to continue the circumstances, which shall be equitable, when considering all the factors involved. Any changes shall be given to the Liaison Officer.

Any person who disagrees with the determination of the Housing Director or designated representative may request a review by the TVHS's Executive Director. The Executive Director will make the sole determination regarding granting a review. The decision by the Executive Director shall be final.

Special Permissions

During the term of the trespass notice, the TVHS shall have the authority, under special circumstances and pursuant to the written application of the person as described above, to give written special permission for the person to be on the TVHS property at a particular time and for a particular purpose. Said permission shall only apply for the specific purposes and for the specific times in the letter. Said special permission shall not constitute a waiver of the provisions of the original notice, except for the specific terms and conditions of the special permission letter in this paragraph. Said letter shall be in the possession of the person while he/she is on the TVHS property, and shall be produced upon demand by an employee or law enforcement officer.

If the person fails to produce said letter, he/she shall be deemed to be in violation of the original trespass notice.

In the case of an emergency (such as death of a family member) the banned individual may contact the Liaison Officer or Housing Director to request emergency visitation. Authorization to visit the property may be granted if determined to be valid by the Liaison Officer or TVHS personnel. Authorization must be in writing and in possession of the banned individual at all times while on the property (Verbal authorization may be given in the case of an afterhours request and then followed by written authorization).

TRESPASS NOTICE PROCEDURES

It is the policy of the TVHS for persons to be placed on the criminal trespass list in the TVHS communities when such person meets certain criteria. A person to be placed on the criminal trespass list must have knowingly entered or remained unlawfully upon the premises of the TVHS and committed an offense such as those listed under the Section titled "Issuing Non-Resident Warning".

The TVHS shall, in good faith, attempt to have the written notice attached hereto served on the person charged with criminal trespass by hand delivery or verbal warning with a written follow-up.

The person will be requested to acknowledge receipt of the notice by his or her signature on the notice. If the person refuses to sign the notice, the issuing person shall write "Refused to Sign" on the place designated for the signature.

If possible, a picture of the person may be made for inclusion in the file for future reference.

A copy of the notice and related documents shall be maintained by the TVHS. The names of the persons receiving the trespass notice shall be maintained by the Liaison Officer for use in their official capacities.

The date of expiration of the notice shall be written on the form.

Adopted by Board Resolution No. 2013-09 on June 18, 2013.