



# Housing Authority Of the City of Needles

## PUBLIC HOUSING LEASE AGREEMENT

### SECTION I: DESCRIPTION OF THE PARTIES AND UNIT

This agreement is executed between the Housing Authority of the City of Needles (herein referred to as "HACN" or "HA" and \_\_\_\_\_ herein referred to as the "tenant" and becomes effective as of \_\_\_\_\_.

This agreement is executed in accordance with HACN's approved Admissions and Continued Occupancy Policy (herein referred to as "ACOP").

**(A) Unit:** HACN, relying on the representations of Tenant as to Tenant's income, household composition, and need, leases to Tenant (upon Terms and Conditions set forth in Section I of this lease agreement) the dwelling located at 922 Sycamore Drive, Needles, CA 92363 (hereinafter referred to as "Unit" or Residence") to be occupied exclusively as a private residence by tenant and household. The HACN unit number is 28.

**(B) Household composition:** The tenant's household is composed of the individuals listed below. All members of the Household over age 18 shall execute the lease.

<u>Name</u>	<u>Relationship</u>	<u>Name</u>	<u>Relationship</u>	<u>Name</u>	<u>Relationship</u>

Any additional occupants to the Unit must be pre-approved by HACN and set forth by Amendment to this Lease, signed and dated by both parties. All non-approved persons are considered unauthorized occupants and may be subject to Lease termination. HACN approval of additional occupants shall be based upon such factors as appropriate dwelling size and suitability including without limitation criminal background information and/or any other applicable standards.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

**(C) Term:** The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_. Unless otherwise modified or terminated in accordance with Section XII, this lease shall automatically be renewed for successive terms of one calendar year, upon completion each annual reexamination.

**SECTION II: PAYMENT OF RENT DUE UNDER THE LEASE**

**(A) Rent** Monthly rent is payable on or before the first day of each calendar month and must be paid by Check or Money Order. For security reasons, no cash will be accepted at any time. Payment of rent may be made to Housing Authority of the City of Needles, or HACN, at 908 Sycamore Drive Needles, CA 92363. Rent payments can be made in person at the above address during regular business hours Monday-Thursday between the hours of 9:00am-4:00pm, excluding holidays. After hours payments may be deposited to the rent slot in the office door or mail slot located to the right of the office door

**(A)1** If rent is not paid in full by the end of business on the 5th day of each calendar month, Tenant shall incur a late fee charge of \$25.00. Tenants who fail to pay monthly rent by the 5<sup>th</sup> of each calendar month are delinquent. Being delinquent in rent payment more than 3 times during a 12-month period shall be a material breach of this lease.

**(A)2** HACN shall collect a fee in the amount charged to the HA by the bank anytime a check is not honored for payment. In such cases HACN will no longer accept checks from Tenant for rent payment and tenant will be required by money order each month thereafter.

The initial rent (prorated for partial month), if applicable, shall be \$ \_\_\_\_\_, for the period of \_\_\_\_\_, to \_\_\_\_\_, and is due at the time of execution of this lease.

Thereafter rent shall be \$ \_\_\_\_\_ beginning \_\_\_\_\_.

In cases of hardship, a plan to temporarily pay monthly rent in two installments, or to temporarily extend the payment due date may be made with prior written approval of HACN.

**(B) Security Deposit:** At the time that Tenant signs this lease is executed, he/she will also pay to the H.A. a Security Deposit of \$200.00. After this dwelling lease is "terminated", the H.A. has the right to apply such amounts from the Security Deposit as are reasonably necessary to remedy any damages suffered or incurred by the H.A. due to any of the following: Tenant's nonpayment of rent, or any Other Charges or Excess or Additional Utilities Charges hereunder; damage to the Unit or the Complex caused by Tenant, Tenant's household members or guests or visitors, and which exceeds normal wear and tear; and the H.A.'s expenses in cleaning the Unit which exceeds normal wear and tear after Tenant vacates the Unit. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. After Tenant vacates the Unit, the refundable amount (if any) of the Security Deposit will be returned and (unless the entire Security Deposit is returned) a written itemization of costs, charges or expenses or damages incurred, and the disposition of the Security Deposit will be mailed to Tenant's forwarding address upon completion of any repairs or renovations required. If such costs, charges or expenses or damages exceed the amount of the Security Deposit, Tenant will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Rental Agreement. If tenant vacates the unit and owes a balance for any of the above reasons, he/she will not be eligible for re-admission to this, or any other housing program administered by HACN until all outstanding charges have been paid in full. Tenants must return all keys to HA by close of business on the date they vacate the unit.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

### SECTION III: UTILITIES AND APPLIANCES

(A) The following utility service(s), when applicable, and appliances will be furnished by HACN without additional costs to tenant:

Water (Basic service charge only)	Sewer	Trash	Stove	Refrigerator
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(B) Tenant will pay for the water usage charges, billed to the tenant on a monthly basis. It is the responsibility of the Tenant to obtain services for all other utilities in his/her own name with local utility suppliers within 10 business days of execution of lease. Failure to obtain and maintain utility service is a material breach of this Lease.

(C) An allowance for utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. This allowance is revised annually and will be posted at the HA site office and incorporated into this lease by reference.

(C)1 If the Utility Allowance exceeds the Total Tenant Portion, HACN will pay the Tenant a Utility Reimbursement, which will be applied as a credit to the Tenant account monthly.

### SECTION IV: OTHER CHARGES

(A) Tenant shall pay the reasonable charges ("Other Charges") for maintenance related repairs beyond normal wear and tear for repair or damage to the Unit or for unauthorized alteration to the Unit or common areas caused by Tenant, other household members or guests. Tenant shall also reimburse HACN for any utility related services incurred while the Tenant is in possession of the Unit ("Utility Charges"). Other Charges shall be billed to Tenant and will specify damaged items, corrective action taken and cost of labor and/or materials to correct damages. The cost of repairs will be based upon the Schedule of Other Charges provided to each Unit and which is posted in the H.A. Site Office and incorporated into this Lease by reference. Other Charges and Utility Charges will be due within 14 business days of receiving an invoice. The failure of Tenant to pay Other Charges and Utility Charges when due will constitute a material breach of the Lease.

(B) The H.A. will accept payment of Other Charges separately or included in payments of rent owed by Tenant. All Other Charges will be considered additional rent and the failure of Tenant to pay Other Charges when due will constitute a breach of the rental agreement.

### SECTION V: REDETERMINATION OF RENT

(A) Once a year, or more frequently from time to time as requested by the H.A., Tenant must provide the H.A. with a true and complete written certification of all family income, including anticipated income from all sources, family composition, and any other information deemed pertinent by the H.A., which will be reviewed by the H.A., and used to make determination whether the rent being paid should be changed and/or if Tenant is still eligible for continued occupancy. If family composition changes require a change in unit size, Tenant agrees to transfer to an appropriate size dwelling unit based on family composition. If Tenant refuses or fails to transfer to an appropriate size dwelling unit based on family composition (except for good cause refusal as set forth in the ACOP), such refusal shall be a material breach and H.A. may terminate the Lease.

Each review and redetermination of rent and occupancy (reexamination) will be made in accordance with the ACOP. The failure of Tenant to provide the aforementioned information and not complete a reexamination when due will constitute a material breach of the Lease.

**(A)1** Reexamination will occur Annually on or about the same date of program admission during Tenant's occupancy. If Tenant or Tenant's household does not provide HACN the written verification as to all items requested as described above, or execute authorization to release such items, within ten (10) business days of H.A's request, or if Tenant or Tenant's household misrepresents any material fact or omits or fails to state any material fact therein, then Tenant will have materially breached this Lease.

**(A)2** H.A may begin processing the Annual Reexamination prior to making a determination of whether or not to renew Tenant's Lease. H.A's action to begin the Reexamination shall not be deemed a waiver by HACN of its right to either terminate or refuse renewal of a Tenant's Lease in accordance with Section XII herein.

**(A)3** Any rent adjustment required as a result of the Reexamination will be effective thirty (30) days after service of a Notice of Lease Amendment. The Tenant may ask for an explanation stating the specific grounds of H.A.'s determination. The tenant shall have the right to request a hearing under HACN's grievance procedure if the Tenant does not agree with the determination.

### **(B) INTERIM REEXAMINATIONS**

**(B)1** The monthly rent described Section II of this Lease as adjusted pursuant to the latest Reexamination described in subparagraph (A) above, will remain constant for the period between Reexaminations, unless during such a period any of the following "Changes in Circumstance" occur:

**(B)1.a** There is a loss of head of household (Tenant) due to death, abandonment, separation, divorce or other continuing circumstances. In such event the Lease shall terminate, and a new Lease shall be executed by a responsible, residual adult family member deemed legally eligible by the ACOP.

**(B)2.b** There is a loss of any person(s) other than head of household, whose name is listed in Section II (B) as a household member.

**(B)1.c** There is an addition of a member of the household who is 18 years of age or older, by marriage, remarriage, cohabitation or otherwise, and the additional member is added to the Lease in accordance with H.A. policy.

**(B).1.d** Tenant can show a change in his/her family circumstances (such as change in income) or other similar circumstances

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES MUST BE REPORTED TO MANAGEMENT  
WITHIN 10 BUSINESS DAYS OF THEIR OCCURRENCE.  
ANY FAILURE BY TENANT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL  
BE A MATERIAL BREACH OF THE LEASE.

**(B)2** If, upon verification of a Change in Circumstances, HACN determines that Tenant's monthly rent does not conform to regulatory requirements, an adjustment in the monthly rent will be made. Interim adjustments in the monthly rent will be effective as follows:

**(B)2.a** Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported.

**(B)2.b** Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstance occurred.

**(B)2.c** No interim increase or decrease in rent will be made until all the information for making the determination has been verified by H.A.

**(C) Retroactive Rent and Failure to Disclose Income**

The Tenant has an obligation to report if there is an additional source of income for any eligible family member, and/or income or the addition of a family member to the household within 10 business days. Failure to disclose the aforementioned information is a material breach of the Lease. If the Tenant or a member of his/her household misrepresents facts, omits any pertinent information, or fails to inform the H.A. of information it required for an annual reexamination or interim rent adjustment and these failures result in a lower rent than should have been charged, HACN, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date it would have been effective. Any resulting retroactive rent must be paid by the Tenant according to the terms of the Repayment Agreement. In addition to collecting the retroactive rent and/or terminating Lease Agreement, HACN may pursue any additional actions allowable under Federal, State or local law.

**(D) Notice**

The H.A. will mail or deliver a "Lease Amendment Notice" to Tenant at the Unit in accordance with Section XI of this Lease in the event the monthly rent payment is increased or decreased pursuant to this Section V.

**Section VI: TENANT'S OBLIGATIONS**

Violation of this section may result in termination of this Lease Agreement. Tenant agrees:

**(A)** To refrain from, and to assure that household members and guests refrain from the following behavior and criminal activity:

**(A)1** creating or maintaining a threat to the health and safety of other residents and their guests, HACN's employees and affiliates, or the public, or engaging in illegal or offensive behavior.

**(A)2** To refrain from and to assure household members and guests refrain from engaging in drug-related criminal activity on or off the Housing Development premises.

**(A)3.** To refrain from and to assure household members and guests refrain from illegal or other activity which impairs the physical or social environment of the Housing Development

Tenant understands and acknowledges that committing any of the acts described in this subparagraph (A) is a material breach of this Lease and that HACN may proceed with termination of the Lease for any such violation on three (3) days' notice.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

**(B)** To immediately notify the H.A. of any changes to household circumstances, including but not limited to change of household composition, income, assets, criminal history, and any other changes that may affect eligibility. Tenant must report such changes in writing, within 10 business days of their occurrence. In the event a household member is no longer residing in the unit, Tenant shall continue to be responsible for the actions of said household member until the H.A. has been notified in writing of the change and the household member is removed from the Lease.

**(C)** To promptly report to the H.A., and obtain H.A.'s approval for, the presence of any guest or visitor, not identified in Section I as a member of Tenant's household, when overnight guests will be staying for more than 3

days. Guest approval is subject to a 'soft' background check to ensure the safety of HACN residents. This 'soft' check will include screening for sexual offense history. Guest with a history of sex offenses, regardless of registration requirements, may not be approved. Approval will be at the sole discretion of the HA. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Former Tenants who have been evicted are not permitted as overnight guests.

**(C)1** The use of the unit address for any purpose by a non-household member is not permitted

**(D)** To refrain from and to assure household members or guests refrain from interfering with the job responsibilities of authorized vendors, service personnel, HACN personnel or other representatives or affiliates of HACN.

**(E)** To use the Unit solely as a private dwelling for Tenant and Tenant's household members and not to use, or permit use, for any other purpose, except for a home occupation if authorized in writing by the H.A. Authorization for a home occupation shall be in the sole discretion of the H.A. pursuant to the standards set forth in the ACOP. Tenant may provide reasonable accommodations for Tenant's guests, foster children or live-in caretaker for a member of Tenant's household, except that Tenant must obtain written permission of the H.A. prior to giving accommodations to foster children or live-in caretaker. Tenant is responsible for foster children and/live-in caretakers who shall refrain from drug-related criminal activity and/or violent criminal activity or other activity which impairs the physical or social environment of the Housing Development, or which disturbs other Residents' peaceful enjoyment of their Residence or the Housing Development.

**(F)** To physically occupy the dwelling unit as the Tenant's primary place of Residence. Although a Tenant continues to pay rent and utilities, a Tenant may not be absent from the Unit for longer than 30 consecutive days, or 180 days if the absence is due to verified medical reasons without losing his/her rights to tenancy to the Unit. A Tenant who plans to be or is absent from his/her unit for longer than 30 days must inform the H.A. to avoid lease termination. Tenant may request in writing to have a longer absence approved.

**(G)** Not to assign any interest in this Lease or to sublet or transfer possession of all or any portion of the Unit.

**(H)** Not to provide accommodations to paid boarders or lodgers.

**(I)** To refrain from and to assure household members and guests refrain from harassing other residents, authorized vendors, service personnel or representatives of the H.A.

**(J)** To conduct himself/herself and to assure household members and guests conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of their residences and the common areas of the Housing Development, and will be conducive to maintaining the Housing Development in a decent, safe and sanitary condition

**(J)1** That upon receiving written notice of a banned individual from the H.A., Tenant and/or household members shall not permit a banned individual on Housing Development premises and/or the Tenant's Unit.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

**(K)** To abide by all necessary and reasonable rules and regulations established the benefit and well-being of the Housing Complex in which the Unit is located, and the other tenants, which rules, and regulations will be posted in the H.A.'s site office and are incorporated into this Lease by this reference. Such rules and regulations may be modified from time to time.

**(L)** To comply with all obligations imposed upon Tenants by applicable provisions of local, state, and federal building and housing codes which materially affect health and safety

**(L)1** Any Tenant owned Fire Extinguisher are the personal property of the Tenant and is the responsibility of the Tenant. HACN shall not be responsible if it is damaged or if the certification has expired.

**(M)** To observe and to cause Tenant's household and guests to observe the speed limit on the project streets

**(N)** To refrain from and to assure household members and guests refrain from defacing, painting, damaging, destroying or removing any part of the Unit or Housing Development and pay reasonable charges (other than normal

wear and tear) for the repair of damages to the unit, Housing Project buildings, facilities, or common areas, which are caused by Tenant, his/her household members or guests, according to the Schedule of Other Charges referred to in Section III(A).

**(N)1** Tenant acknowledges, and HACN certifies that the unit is equipped with one or more smoke alarms and one carbon monoxide alarm and that the smoke alarm, and carbon monoxide alarm if applicable, has been tested and are operable at this time. It is the Tenant's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact the Housing Authority immediately upon discovery of dead or weak batteries, and notify the Housing Authority in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Tenant, occupants, and guests may not remove or tamper with functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries and Housing Authority may charge a fee of \$150.00 upon discovery of such conduct and terminate this Agreement.

**(O)** To refrain from permitting his/her children, children of household members and guests from playing on fences, roofs, trees and shrubbery in the public housing project

**(P)** To make no major repairs, alterations, or additions without the prior written consent of the H.A. which consent the H.A. may withhold in its sole discretion and to make no repairs at the cost of the H.A., as permitted by California Civil Code Section 1942, without first giving the H.A. notice and a reasonable time to commence repairs as provided by California Civil Code Section 1942. Any repairs made by Tenant will be in accordance with California Civil Code Section 1942.

**(Q)** To keep the Unit, yards, patios, and such other areas as may be assigned to the Tenant for his/her exclusive use, in clean and safe condition, and to promptly notify the H.A. whenever repairs to his/her Unit are required

**(Q)1** To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances.

**(Q)2** To dispose of all garbage, rubbish, ashes, and other waste from the dwelling unit in a sanitary and safe manner.

**(Q)3** To maintain the Unit in a clean and sanitary manner and immediately notify the HA of the presence of bed bugs, roaches, or similar pest and abide by HACN pest control policies as specified in the Pest Control Lease Addendum.

**(R)** Not to keep any pets inside or outside the Unit without the prior written authorization of the H.A., in which case the H.A. and Tenant shall sign a Pet Agreement as an Addendum to this Lease.

**(R)1** Pets not owned by a tenant are not allowed on the premises.

**(R)2** Any animals on the premises not approved by HACN will be presumed to be stray and will be treated as such. Should an unapproved animal be found to reside in Tenant's unit, HACN will require immediate removal of the animal and may be considered a material breach of this Lease.

**(R)3** Tenants are prohibited from feeding or harboring stray animals/birds.

Tenant Initials [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]      HACN Representative Initials [ \_\_\_\_\_ ]

**(S)** To park only in areas designated for Tenant's parking and to ensure that guests and visitors do not park in parking areas of other Tenants of the housing complex.

**(S)1** To refrain from keeping trailers and non-operating vehicles and/or parts on the premises

**(S)2** To refrain from and to cause household members and guests to refrain from using project lawns, sidewalks, and parking areas for the washing, servicing or repair of vehicles.

(T) Not to display on or about the Unit or Housing Complex any advertisement for goods or services without the prior written consent of the H.A., which approval may be withheld at the H.A.'s sole discretion

(U) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of such utilities.

(V) Abide by the following lease addendums and policies hereby incorporated this lease:

*Pest Control* [\_\_\_]

*Mold and Mildew* [\_\_\_]

*Non-Smoking* [\_\_\_]

*Community Service* [\_\_\_]

*Occupancy Rules and Regulations* [\_\_\_]

*Pet agreement (if applicable)* [\_\_\_]

*Live-in aid (if applicable)* [\_\_\_]

### **SECTION VII: Housing Authority Obligations**

Subject to the obligations of Tenant hereunder, including, without limitation, the obligation to pay rent and to maintain the Unit in clean and sanitary manner, the H.A. agrees:

(A) To maintain the Unit and the complex in a decent, safe, and sanitary condition.

(B) To comply with requirements of applicable building and housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.

(C) To make necessary repairs to the Unit.

(D) To keep Housing Development buildings, facilities and common areas not reserved for the exclusive use of the Tenant in a clean and safe condition.

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

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant and his/her household) for the deposit of garbage, rubbish and other waste which must be removed from the Residence by Tenant as provided in subsection 6(I).

(G) To supply running water and reasonable amounts of hot water as required.

(H) To publicly post in a conspicuous manner in the H.A. site office, all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies thereof to Tenant on request, at a reasonable charge per each page.

(I) To offer Tenant a choice to select an income-based rent or a flat rent.

IT IS EXPRESSLY UNDERSTOOD THAT NEITHER THE H.A. NOR ANY OF ITS REPRESENTATIVES SHALL BE LIABLE FOR DAMAGE OR LOSS FROM THEFT OR FROM ANY OTHER CAUSE WHATSOEVER.

## SECTION VIII: HAZARDOUS DEFECTS

Tenant agrees to take every precaution to prevent fires, to not store gasoline, solvent, paper, cardboard or other flammable or combustible materials or substances in the Unit and to supervise his/her children to ensure that they do not play with incendiary devices, and agrees to promptly notify the H.A. of the existence of any of the foregoing conditions in the Unit, and upon Tenant's knowledge thereof, in the surrounding Units and common areas of the housing complex. In the event the Unit is damaged such that conditions are created which are hazardous to the life, health, or safety of the occupants of the Unit.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

(A) Tenant shall immediately notify the H.A. of the damage

(B) The H.A. shall be responsible for repair of the Unit within a reasonable time, provided that if the damage was caused by Tenant, a member(s) of his/her household or Tenant's guest(s), the reasonable cost of the repairs will be charged to Tenant and the H.A. may terminate the rental agreement as provided in Paragraph 11(E).

(C) The H.A. will offer standard alternative living accommodations, if available, when necessary repairs cannot be made within a reasonable time; provided, however, that if it is determined that the damage was caused by Tenant, a member(s) of his/her household or Tenant's guest(s) and the H.A. elects to terminate the rental agreement, the H.A. shall not be required to offer alternative accommodations; and

(D) Rent will be reduced in proportion to the seriousness of the damage and loss in value of the Unit as a dwelling in the event repairs are not made by the H.A. within a reasonable time or alternative accommodations are not provided when required (except that rent will not be reduced if Tenant rejects the alternative living accommodations or if the damage was caused by Tenant, a member of Tenant's household or a guest).

(E) Any insurance or self-insurance maintained by landlord is solely for the benefit of landlord and not for the benefit of tenant.

## SECTION IX: INSPECTIONS

(A) Prior to the time the Tenant begins to live in the Unit, and prior to the time Tenant vacates the Unit, a representative of the H.A. and Tenant (or his/her representative) will inspect the Unit, unless Tenant has vacated the Unit without notice to the H.A., in which case the H.A. may perform an inspection without prior notice to Tenant. Tenant has the right to request an amendment to the inspection statement within seven (7) days after taking possession of the Unit if defects are discovered which existed prior to occupancy and were not noted during the original inspection and which did not occur as a result of any fault of Tenant, a member of his/her household or guest. With respect to the Pre-Termination Inspection: Tenant will be given a statement of the condition of the Unit and the appliances and/or furniture and any other charges to be paid by Tenant pursuant to Section 4.

(B) The HACN shall give the Tenant at least 48 hours written notice of inspection

## SECTION X: ENTRY OF PREMISES DURING TENANCY

Tenant agrees the H.A. is entitled to enter the Unit as follows:

(A) At any time without advance notification to Tenant when there is reasonable cause to believe that an emergency exists.

(B) Tenant agrees that the duly authorized agent, employee, or contractor of the HACN shall be permitted to enter the Unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing. Tenant also agrees that the HACN, or its duly authorized agent, employee, or contractor may take photographs inside the Unit while conducting official HACN business.

(C) Pets must be accompanied by Tenant or responsible person designated by Tenant for performance of repairs or inspections, unless alternative arrangements have been made with HACN.

(D) The HA will enter the unit to change the HVAC filter on the 3<sup>rd</sup> Tuesday of each month, known as 'Filter Day'. The HA will enter the unit in the event the Tenant is not present. HACN will bill to recoup the price of filters to each tenant monthly.

Tenant Initials [ ] [ ] [ ] [ ] HACN Representative Initials [ ]

**(B) HACN Obligations:**

(B)1 HACN shall enter only at a reasonable time.

(B)2 HACN may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists

(B)3 In the event the Tenant and all adult (i.e., over age 18) members of his/her household are absent from the Unit at the time of entry, the H.A. will leave at the Residence a written statement specifying the date, time and purpose of the entry into the Unit prior to leaving the Residence.

**SECTION XI: LEGAL NOTICES**

(A) Any notice required or desired to be given by the H.A. to Tenant will be sufficient if:

(A)1 Delivered in writing to Tenant personally; or

(A)2 Delivered in writing personally to an adult member of his/her family living in the Unit; or

(A)3 Sent by first-class mail, postage prepaid, properly addressed to Tenant at the Unit; or

(A)4 In the case of notice of proposed changes in rules, regulations, procedures or schedules referred to in Section 14, the H.A. may, as an alternative to any of the notice provided in (1), (2) or (3) above, post such notice in at least three (3) conspicuous places within the structure or building in which the Residence is located, as well as in a conspicuous place in the H.A. office.

(B) Any notice to the H.A. from Tenant must be in writing and must either be delivered or sent by first class, postage prepaid mail which is properly addressed to the H.A.'s on-site office at 908 Sycamore Drive, Needles, CA 92363.

(C) Notices given as provided above shall be deemed effective on the date personally delivered or posted or mailed.

(D) Notices to perform covenant or quit shall be given a 3 day time frame to remedy violations

**SECTION XII: TERMINATION OF LEASE/NONRENEWAL OF LEASE**

- (A) This lease may be terminated by Tenant at any time by giving thirty (30) days written notice to the H.A. in the manner specified in Section 11. Tenant agrees to leave Unit in clean and good condition, reasonable wear and tear excepted, and to return the keys to HACN when Tenant vacates the Unit. If Tenant fails to give proper notice, Tenant will be responsible for payment of thirty (30) days rent from the date notice is given, or keys are returned, or the date the vacant unit is discovered by the H.A. If Tenant transfers to another HACN operated dwelling unit, unpaid rent balance and/or other charges under this Lease must be paid prior to effective date of new Lease. Exceptions may be made at the sole discretion of the H.A.
- (B) This Lease shall terminate upon the death of the Tenant.
- (C) This Lease shall terminate upon abandonment of the Unit by Tenant.
- (D) Tenant understands that failure to comply with the terms of this lease may result in the termination of this Agreement. This lease may be terminated by the Landlord at any time for serious or repeated violations of material terms of the lease, or for other good cause.

Examples of serious or repeated violations of terms shall include but not be limited to:

**(D)1** Payment failures such as:

**(D)1.a** Failure to pay rent or other payments due under the Lease.

**(D)1.b** Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Three (3) such late payments within a 12-month period shall constitute repeated late payments.

**(D)1.c** Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities

**(D)2** Violation of Tenant's obligations as described in Section V and VI of the Lease

**(D)3** Other good cause (such as repeated violation of any terms, material, or non-material, of this Lease).

(E) If the H.A. desires to terminate the Lease, the H.A. shall give Tenant written notice of termination, which will require that Tenant vacate the premises in the time shown as follows:

**(E)1** Fourteen (14) days in the case of failure to pay rent:

**(E)2** Three (3) days or less, if necessary, if Tenant, a member of his/her household or a visitor or guest creates or maintains a clear and immediate threat to the health or safety of other tenants, employees or the public, or if Tenant, a member of his/her household or a visitor or guest engages in any illegal criminal activity, drug activity in or near the public housing project; and

**(E)3** Thirty (30) days in all other cases.

(F) HACN may terminate this Lease prior to its expiration or at any time only for good cause which includes, but not limited to

**(F)1** Failure to comply with the Community Service Requirement,

**(F)2** Tenant's violation of any material term of the Lease,

(F)3 Violation of Tenant's obligations as described in Section 6 of this Lease,

(F)4 Repeated or and/ or continuous violation of any terms, material or non- material, of this Lease.

(F)5 Termination due to the creation or maintenance of a threat to the health or safety of other tenants, H.A.'s employees or the public

(F)6 Illegal drug activity, or criminal activity

(G) A Tenant shall not be entitled to utilize the grievance procedure in case of termination of this Lease or eviction of Tenant under the Unlawful Detainer laws of the State of California due to the creation or maintenance of a threat to the health or safety of other tenants, H.A.'s employees or the public, or involvement in any illegal criminal or drug activity, by Tenant, a member of his/her household, visitors or guests under the tenant's control.

(H) This Lease shall terminate if no remaining family member in the household is a U.S. Citizen or an eligible immigrant.

(I) This Lease shall terminate if a household has an income that is over 120 percent of the Area Median Income (AMI) for the most recent two (2) consecutive years; HACN shall terminate the family's tenancy within 6 months after the two (2) consecutive years.

Tenant Initials [ ] [ ] [ ] [ ] H.A. Representative Initials [ ]

### **SECTION XIII: TENANT RIGHTS UNDER VIOLENCE AGAINST WOMEN'S ACT (VAWA)**

(A) Being a victim of domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control is not by itself a cause for termination under Paragraph 6 of this Lease Agreement.

(B) Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking that is engaged in by a member of the Tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the Tenant, or affiliated individual of the Tenant is a victim of that domestic violence, dating violence, sexual assault or stalking.

(C) HACN may remove a member of the household from the lease, without regard to whether the member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or authorized member and who engages in criminal acts of physical violence against the Tenant or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or authorized member.

(D) HACN maintains the right to evict Tenant or authorized member of the Tenant's household, including a victim of domestic violence, for any violation of this Lease not premised on the act or acts of domestic violence in question.

(E) HACN maintains the authority to terminate if it can demonstrate that the Tenant, authorized members of the Tenant's household, any guest or other person under the Tenant's control, are causing an actual and imminent threat to other Residents, HACN employees and affiliates, or persons residing in the immediate vicinity of the Premises.

(F) Once HACN is notified, H.A. retains authority to honor court orders relating to the rights of access to or control of the property, including civil protection orders (i) issued to protect the victim and (ii) issued to

address the distribution or possession of property among the family members in cases where a family breaks up.

### **SECTION XIII: ATTORNEY FEES**

Tenant agrees to pay Attorney's fees in the event court action is required to enforce any terms and condition of the Rental Agreement by the H.A., provided Tenant does not prevail in said court action.

### **SECTION XV: GRIEVANCE**

Except as provided in Section 11 (F) and (G), all grievances or appeals arising under this Lease, shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal, prior to the H.A. commencing any eviction action. This grievance procedure shall be posted in the H.A. Office, and a copy provided to each Tenant, and is incorporated herein by this reference.

### **SECTION XVI: MODIFICATIONS OR CHANGES**

Modification of this Lease shall be by written rider executed by both parties, except for changes in rent made pursuant to Section V or changes or amendments set forth below. HACN may, from time to time, make changes or amendments in the Utility Allowance, Schedule of Other Charges, and any and all other rules, regulations, schedules or procedures (including grievance procedures) herein or affecting the Lease and any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become part of this Lease. Prior to any change or amendment becoming effective HACN shall provide at least thirty (30) days written notice to Tenant setting forth the proposed change or amendment, the reasons therefore, and providing Tenant an opportunity to make written comments. This notice shall be served on Tenant as set forth in Section 11

### **SECTION XVII: NO WAIVER**

Notwithstanding any conduct or custom on the part of the H.A., the failure of the H.A. to enforce any of the H.A.'s rights under this Lease shall not be construed as having created a custom in any way contrary to the specified terms of this Rental Agreement or as having in any way modified this Rental Agreement or as having constituted a waiver of any of the H.A.'s rights or obligations under this Rental Agreement.

### **SECTION XVIII: REGISTERED SEX OFFENDER NOTICE**

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides

