

# PUBLIC HOUSING LEASE AGREEMENT

1. PARTIES AND DWELLING UNIT: The parties to this Lease are The Falmouth Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at: \_\_\_\_\_

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number
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Any additions to the household members listed above require the advance written approval of the Landlord. This includes other adults or Live-in Aides. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: and phone number is:

2. LEASE TERM: This Lease shall begin on \_\_\_\_\_ The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. RENTAL PAYMENT: Resident shall pay monthly rent of \$ \_\_\_\_\_  
\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.  
\_\_\_\_\_ This rent is based on the income and other information reported by the Resident.  
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased or any other circumstances that creates a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Falmouth Housing Authority Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

Since rent is due on the first of the month and is considered late as of the 7th of the month, a late charge of \$25.00 will be added to any rent remaining due on the 17th of the month. This allows a 10-day grace period between the time the rent is considered late and when the late fee is imposed.

Residents maintaining signed repayment plans and making their payments prior to the 15th of the month will be considered current and on time.

Residents who have an unusual circumstance may report same to the Executive Director, prior to the 15th of the month and agree to sign a repayment plan. By so doing, they will be considered current and no late rent fee will be assessed that month. This cannot be a recurring practice, and the unusual circumstance must be something truly unforeseen and unavoidable. Approval of the circumstance is at the discretion of the Executive Director.

If a check is returned for insufficient funds, in addition to the applicable late charges there will be an additional charge of \$15.00. In addition, the Falmouth Housing Authority may require the resident to pay by bank check, money order or cash for up to six months.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

**4. SECURITY DEPOSIT:** A security deposit of \$\_\_\_\_\_ was paid at the time of lease-up ..

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. Unpaid rent;
- b. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. Other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

**5. OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

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- a. Permit any persons other than those listed above to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. Sublet or assign the unit, or any part of the unit;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. Permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. Permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. Smoke on the premises

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** The Falmouth Housing Authority shall provide basic cable, heat, electricity and hot and cold water as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control. Residents must provide their own telephone and additional cable TV service if desired.
8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord may schedule special rent reviews every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. INTERIM RENT ADJUSTMENTS: Residents must promptly report to the Landlord any change in household circumstances when they occur between Annual Rent Re-certifications.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Re-certifications:

- a. A decrease in annual income;
- b. Handicapped assistance expenses, which enable a family member to work;
- c. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- d. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not

be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
  - a. **Rent Decreases:** The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
  - b. **Rent Increases:** The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. This notice is waived if the resident fails to provide information relevant to the rent increase in a timely manner.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
  - a. Resident does not submit rent review information by the date specified in the Landlord's request; or
  - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. Keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. Not litter the grounds or common areas of the property;

- d. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. Not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- h. Remove garbage and other waste from the dwelling unit in a clean and safe manner;
1. Pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.

The Landlord Agrees To:

- a. Maintain the premises and the property in decent and safe condition;
- b. Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. Make necessary repairs to the premises;
- d. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.

d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. Paint or install wallpaper or contact paper in the dwelling unit;
- c. Attach awnings or window guards in the dwelling unit;
- d. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. Install or alter carpeting, resurface floors or alter woodwork;
- g. Install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
- h. Place any aerials, antennas or other electrical connections on the dwelling unit;
- i. Install additional or different locks or gates on any doors or windows of the dwelling unit; or
- J. Operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP).

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. Furnishing false or misleading information during the application or review process;
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. Failure to abide by applicable building and housing codes materially affecting health or safety;
- h. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- l. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. Failure to abide by the provisions of the pet policy;
- n. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. Smoking on any FHA premises
- q. Failure to perform required community service or be exempted therefrom;
- r. Failure to allow inspection of the dwelling unit;
- s. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- t. Determination or discovery that a resident is a registered sex offender;
- u. Violation of any house rules; or
- v. Any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. For failure to pay rent, at least fourteen (14) days;
- b. For creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. For all other cases, thirty (30) days.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, properly addressed, postage pre-paid. The notice shall:

- a. Specify the date the Lease shall be terminated;
- b. State the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. Advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in

selling the property. The Landlord can collect from the Resident all these costs. Sale of the Resident's property shall comply with State law.

The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

21. DELIVERY OF NOTICES:

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Falmouth Housing Authority, 115 Scranton Ave., Falmouth, MA 02540.

If the Resident is visually impaired, notices shall be in accessible format.

22. GRIEVANCES: All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request. *An overview regarding the procedure for the selection of the hearing officer(s) is included as an attachment to the lease.*

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.

After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

23. HOUSE RULES: The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and grounds and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time

provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

- 24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
  
- 25. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the Attachments to this Lease, and understands that these Attachments are part of this Lease.

**Attachments:**

- A. Pet Policy
- B. Tenant Handbook
- C. Grievance Hearing Officer Selection Process
- D. Weapons Policy
- E. Notice of Occupancy Rights under VAWA HUD Forms 5380, 5382, and 5383
- F. Move In Inspection
- G. Lead-based Paint Disclosure Form
- H. Debts Owed to Public Housing Agencies and Terminations (HUD-52675)
- I. No Smoking Lease Addendum

Signatures:

RESIDENT: \_\_\_\_\_ DATE \_\_\_\_\_

RESIDENT: \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD: \_\_\_\_\_  
EXECUTIVE DIRECTOR DATE \_\_\_\_\_  
FALMOUTH HOUSING AUTHORITY