

**DWELLING LEASE
 GAINESVILLE HOUSING AUTHORITY
 P. O. BOX 653
 GAINESVILLE, GA 30503**

The first and second page of your lease may change because of provisions in Section 6. Tenant agrees to replace these pages as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

**STATE OF GEORGIA
 HALL COUNTY**

Acct. Number: _____ Lease Number: _____ Project Number: _____

1. IDENTIFICATION OF PARTIES AND DWELLING UNIT

(a) The Housing Authority of the City of Gainesville (hereinafter called the "GHA" or the "PHA") relying upon the statements and information given by: _____ (hereinafter called the "Tenant", and when "Tenant" is referred to as "he" it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in the Tenant's signed Application for Admission or Continued Occupancy, does hereby Lease to Tenant under the terms and conditions of this Lease, and the Tenant, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit designated as _____ located in _____ consisting of ___ bedroom(s), designated by the PHA as a [] family unit, [] elderly unit, or [] handicapped unit.

(b) The Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence. The Tenant agrees that the household members listed below are the only persons who are permitted to reside in the dwelling unit. Any additions to the household including live-in aides, foster children, or adults, but excluding live births, must have the advance written approval of the PHA. The phrase "Tenant" or "the Tenant" is intended to encompass the following persons, both jointly and individually, whenever the words are used in this Lease:

NAME

1	Member 01	(Head Of Household)
2.	Member 02	
3.	Member 03	
4	Member 04.	
5.	Member 05	
6.	Member 06	
7.	Member 07	
8.	Member 08	
9.	Member 09	
10.	Member10	

(c) Guests of the Tenant may be accommodated for a period of fourteen (14) days within any twelve (12) consecutive month period. In the event the Tenant wishes to accommodate a guest for a period in excess of fourteen

days, the Tenant must notify the PHA in writing, stating the reasons for such extended accommodations, in order to obtain the PHA's approval of such arrangements in advance. The decision of the PHA in this regard shall be final.

(d) The Tenant shall immediately notify the PHA in writing whenever any member of the household that is authorized to reside in the dwelling unit is no longer residing in the dwelling unit. Failure to immediately notify the PHA in writing will result in the Tenant continuing to be held responsible for all actions of such persons, and any violations of this Lease by such persons shall be grounds for termination of this Lease and eviction of the Tenant from the dwelling.

(e) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this Lease.

2. TERMS AND AMOUNT DUE

(a) This Lease shall commence on the _____ of _____, _____. The rent for this initial period is \$0.00 payable in advance on the first day of occupancy. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$0.00. The rent for this unit is income based [], or is based on the flat rent for this unit []. _____ (initials)

(b) The Tenant may change rent calculation methods at any recertification. Tenants that have chosen a flat rent may request a reexamination and change to the income based method at any time if the flat rent causes a financial hardship to the family.

(c) The term of this lease shall be one year and shall renew automatically, for another year unless terminated as provided by this Lease.

(d) Rent is due and payable in advance, without notice, on the 1st day of each month and is delinquent if not paid by the fifth (5th) Calendar day of each month. 08/2010 CHANGE EFFECTIVE

(e) Penalty for delinquent rent shall be \$25.00, plus court costs, when applicable. A check returned for non-sufficient funds shall be considered non-payment.

(f) If the Tenant is paying the minimum rent, and circumstances change that create an inability to pay the rent, the Tenant may request suspension of the minimum rent due to hardship.

(g) The Executive Director or designee may terminate the Lease if the Tenant is delinquent in paying rent three (3) times within a twelve (12) month period.

3. SECURITY DEPOSIT

(a) New Tenants must pay a security deposit to the PHA at the time of admission. The base amount of the Security Deposit is \$0.00. The PHA may agree to accept the security deposit in more than one (1) payment, as long as at least one-third of the payment is received prior to move-in, and the security deposit is fully paid by the end of the second month of occupancy.

(b) The PHA will hold the security deposit for the period the Tenant occupies the dwelling unit. The PHA will not use the Security Deposit for payment of rent or other charges while the Tenant is in occupancy, but may apply it to rent and other charges remaining unpaid when the dwelling unit is vacated.

(c) At the time of move out, the Tenant must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition. All keys to the dwelling unit and picture Identification Cards, if applicable, must be returned to the Executive Director or designee upon vacating the dwelling unit.

(d) The PHA will refund to the Tenant the amount of the security deposit, plus interest accrued, in accordance with Georgia State law, less any amount needed to pay the cost of:

- (1) Unpaid Rent;
- (2) Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- (3) Other unpaid charges under the Lease.

(e) If the Tenant disagrees with the amount charged to the security deposit, the PHA will offer to meet to discuss the charge(s).

(f) The PHA will refund the Security Deposit less any amounts owed, within thirty (30) days after move out and the Tenant's notification of their new address.

(g) The PHA acknowledges its compliance with the State of Georgia Code concerning Security Deposits.

4. UTILITIES

(a) Tenant shall be responsible for securing utilities (gas, water, sewage, garbage, and electricity) not supplied by Management and shall pay directly to the provider all deposits and charges necessary to secure and maintain uninterrupted services in their name. Failure of Tenant to furnish uninterrupted service because of nonpayment of utilities or other reasons under tenant's control shall be considered a serious violation of the terms and conditions of this lease. (b) The Tenant agrees to pay the PHA for furnished utilities consumed in excess of the schedule of allowances posted in the PHA's management office. The current schedule in effect is attached to and made a part of this Lease.

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

5. ANNUAL REEXAMINATION

(a) If the Tenant has chosen an income-based rent, then at least once annually, the Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. The Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner, is grounds for termination of this Lease by the PHA.

(b) If the Tenant has chosen a flat rent, then the PHA shall re-examine the Tenant's income, assets, allowances, deductions and family composition once every year.

(c) If the PHA determines that the Tenant has gained admission or remained in occupancy of a PHA dwelling unit through the Tenant's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, the PHA may terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY

(a) All Tenants must report to the PHA changes in household circumstances when they occur between Annual Recertifications including when a member has been added to the family through birth, adoption, or court-awarded custody and when a household member is leaving or has left the unit. Tenants that pay an income-based rent may also choose to report changes in income and expenses at any time to the PHA. However, Tenant's rent, in these cases, shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud. Changes must be reported by the 15th of the month to be reduced by the 1st of the following month if eligible. Changes not reported by the 15th may take until the 1st of the following month to verify and be applied.

(b) The initial rental amount established by this lease and subsequent rental amount determinations for Tenants with income-based rents shall remain in effect for the period between annual redeterminations of rent unless during such period that the Tenant requests of redetermination of rent due to income changes; income was received that was not reported to the PHA; the rental amount was calculated for a temporary time period; or HUD regulations require such a redetermination.

RENT INCREASES shall be made effective the first day of the second month following the month in which the change actually **OCCURRED**, **provided the resident reported said increase timely. No change in rent will be made until the Executive Director or designee receives the third party verification.**

RENT DECREASES shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by the Executive Director or designee.

It is the responsibility of the Tenant to report in writing all changes as outlined above by the **last business day** of each month. Income not reported by the **last business day** of the month will result in rent not being changed until the first of the following month provided third party verification has been received.

(c) Tenants that choose an income based rent shall reimburse the PHA for the difference between the rent that was paid and the rent that should have been charged if proper notice of the income change had been given and the Tenant either did not submit information in a timely manner or submitted false information.

(d) Regardless of whether a Tenant chooses in income based or flat rent, if the Executive Director or designee determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, the Tenant agrees to transfer to an appropriate size dwelling unit upon notice by the Executive Director or designee that such a dwelling unit is available.

(e) If the dwelling unit leased is a handicapped designated unit as checked in Section 1 (a), and the Tenant occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, the Tenant agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Tenant with disabilities.

(f) If the Tenant does not agree with the transfer determination of the Executive Director or designee, the Tenant shall have the right to request a hearing under the PHA's Grievance Procedure.

7. RETRO REPAYMENT AGREEMENT

A Repayment Agreement is a contract entered into between the PHA and Tenant, when the Tenant owes money to the PHA. The minimum monthly amount of monthly payment for any repayment agreement is \$25.00. The PHA will not enter into more than one (1) Repayment Agreement at a time with the same family.

8. CHARGES OTHER THAN RENT

(a) Charges for other than rent shall be due and collectible the **fifteenth (15th) day** following written notification of the charge. Such charges shall be considered delinquent after 4:00 P.M. on the 5th business day of the month following the due date. A list of standard charges are posted in the PHA's management office and made a part of this Lease by reference.

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

9. MANAGEMENT AGREES:

(a) To maintain the dwelling unit in a decent, safe and sanitary condition. The PHA assumes no liability for damages caused to the Tenant by criminal acts of a third party.

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

(c) To make necessary repairs to the dwelling unit.

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

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

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Tenant in accordance with Section 14, hereof.

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

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

(i) To notify the Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Lease termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse Action shall inform the Tenant of the right to request such a hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 21 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.

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

10. OCCUPANCY OF THE DWELLING UNIT

(a) The Tenant shall have the right to exclusive use and occupancy of the leased dwelling unit, which shall include reasonable accommodation of the Tenant's guest with the consent of the Executive Director or designee, and may include care of "foster children" and/or a "live-in aide" for a member of the Tenant's family. The Executive Director or designee shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.

(b) The Tenant agrees not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1(b). With the written consent of the Executive Director or designee, members of the household may engage in legal profit making activities in the dwelling unit, where the PHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenant's right to peaceful enjoyment of their residence.

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

(d) The Tenant agrees not to keep pets unless prior written approval is given by the Executive Director or designee in accordance with the PHA's Pet Policy, which is posted in the PHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit.

(e) The Tenant agrees to notify the PHA if he/she is going to be absent from the dwelling unit for more than thirty (30) consecutive days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the Lease.

(f) The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for two (2) consecutive months except as otherwise approved by the Executive Director or designee.

(g) The Tenant agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months. The Executive Director or designee will determine if the reason for the incarceration is for drug-related or violent criminal activity before a letter of Lease termination is issued.

(h) Guests who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this dwelling Lease, the term "guest" means a person in the leased unit with the consent of a household member not listed on the Lease as an authorized member.

(i) The Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by the PHA for the benefit and well-being of the authority's properties and its other Tenants which shall be posted in the PHA's management office and are incorporated herein by reference.

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

11. ADDITIONS TO THE LEASE

- (a) Requests for the addition of a new member of the household must be approved by the Executive Director or designee prior to the actual move-in by the proposed new member.
- (b) Tenants who fail to notify the Executive Director or designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.
- (c) Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the Lease. The Tenant must notify the Executive Director or designee in writing of the move-out within ten (10) days of its occurrence.

12. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS

- (a) Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the PHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.
- (b) Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on PHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on the PHA's property will be considered a serious violation of the terms and conditions of this Lease.

13. AUTOMOBILES AND OTHER MOTORIZED VEHICLES

- (a) The Tenant agrees to park and cause the Tenant's guest to park, automobiles and other motorized vehicles in parking areas only. Tenant specifically agrees to refrain and cause Tenant's guest to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The PHA reserves the right to assign parking space(s) to the Tenant and Tenant agrees to park motor vehicles only in any such assigned space(s). Tenant agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles.
- (b) The Tenant and Tenant's guest's motorized vehicles properly parked on the PHA's property shall be in running condition and have fully inflated tires and current license plates.
- (c) The Tenant agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the PHA's property.
- (d) The Tenant agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 13 (b) above. The PHA will ticket such vehicle for at least twenty-four (24) hours prior to towing.
- (e) Repeated violations of this section constitute good cause for the Executive Director or designee to terminate this Lease.

14. SANITATION, CLEANLINESS, HEALTH AND SAFETY

- (a) Tenant agrees to comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Tenant agrees to abide by the Georgia Sanitation Code posted in the PHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Tenant also agrees to keep the dwelling unit and all other areas assigned to Tenant for his exclusive use free of litter and debris and in a clean and safe condition at all times. Tenant also agrees to cooperate with other Tenants in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Executive Director or designee to terminate this Lease.
- (c) Tenant agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- (d) Tenant agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Tenant or his guest will be considered a serious violation of the terms and conditions of this Lease.
- (e) Tenant agrees to immediately and personally report to the PHA all unsafe, conditions which are known to, or observed by the Tenant, either in common areas of the Public Housing property or in the dwelling unit leased by the Tenant.

15. CODE OF CONDUCT

- (a) Tenant agrees to conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.
- (b) Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to partake in any illegal activity.
- (c) Tenant agrees to report to local officials, and then to the PHA, all illegal activity or activities known to or observed by Tenant occurring in the common areas of the Public Housing premises or his dwelling unit, or in any other dwelling unit of the PHA's property, as soon as the Tenant becomes aware of such activity.
- (d) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to, or in the presence of, Housing Authority staff.
- (e) Tenant agrees not to allow any individual that has been barred or banned from the PHA's property to be on any property for which the Tenant has responsibility.
- (f) Repeated violations of Section 15 (a) and any violation of Section 15 (b), 15 (c), 15 (d) or 15 (e) will be considered serious violations of the terms and conditions of this lease.

16. REPAIR AND UPKEEP OF THE PREMISES

- (a) Tenant agrees not to make repairs or alterations to the dwelling unit, nor to install any major appliance such as air conditioner(s), washing machine(s), clothes dryer(s), television antenna, etc., without prior written consent of the PHA. The Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property. Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances, including elevators.
- (b) Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, or removing any part of the PHA's property. The Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the PHA. Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. Tenant agrees not to build fences or place locks on doors or windows without prior written permission by PHA. Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so. Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the Schedule of Charges posted in the PHA's management office and incorporated herein by reference.
- (c) All charges made under this section shall be due and payable according to the guidelines stipulated in Section 8 above. Repeated violations of this section shall constitute good cause for the PHA to terminate this lease.

17. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

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

18. INSPECTIONS, RIGHT OF ENTRY, AND REPAIRS

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

(b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.

(c) The PHA and the Tenant or a Tenant's representative shall inspect the dwelling unit and the equipment prior to commencement of occupancy by the Tenant. The PHA will furnish the Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. This statement shall be signed by Maintenance and the Tenant, and a copy of the statement shall be retained in the Tenant's file.

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

19. LEGAL NOTICE

Any written notices as required or permitted hereunder will be sufficient if delivered to the Tenant personally or to any adult member of his family residing in the dwelling unit, or if sent by U.S. mail, addressed to the Tenant, postage prepaid. Notices to the PHA shall be in writing and delivered to the Management office or sent by first class mail, postage prepaid, properly addressed. If the Tenant is visually impaired, any legal notices will be delivered in an accessible format.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the Lease and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The PHA shall provide a notice to each that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.

21. TERMINATION OF THE LEASE

The PHA shall not terminate or refuse to renew the Lease other than for a serious violation or repeated violations of the terms and conditions of the Lease such as, but not limited to:

(a) Nonpayment of rent or other charges due under the Lease or repeated chronic late payments of rent (**three times in a twelve month period**);

(b) Failure to provide timely and accurate statements of income, assets, expenses and family composition, to attend schedule reexaminations and to cooperate in the verification process;

(c) Furnishing false or misleading information;

(d) Failure to abide by necessary and reasonable rules, building and housing codes;

(e) Acts of destruction, defacement or removal by Tenant or guests;

(f) Criminal Activity. The PHA has a One Strike or "Zero Tolerance" policy with respect to violations of the Lease terms regarding criminal activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants; or

(2) Any drug-related criminal activity on or off such premises.

The "One Strike and You're Out" Policy applies to all residents of the PHA. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

- (g) Alcohol Abuse. Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of the Lease if the PHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other Tenants;
- (h) Failure to perform required community service or to be exempted therefrom;
- (i) Failure to allow inspection of the unit;
- (j) Determination that a family member knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in the unit;
- (k) Determination or discovery that a resident is a registered sex offender; or
- (l) Any other good cause.

22. NOTICE OF LEASE TERMINATION

- (a) The PHA may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
 - (1) **Fourteen (14) days in the case of failure to pay rent.**
 - (2) **A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or PHA employees.**
 - (3) **Fifteen (15) days in any drug-related case.**
 - (4) **Thirty (30) days in all other cases.**
- (b) The Notice of Lease Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish.
- (c) The demand notice as required by the laws of the State of Georgia will be combined with and run concurrently with the notice of Lease termination.
- (d) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and the Grievance process has been completed.
- (e) **When the PHA is not required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the Notice of Lease Termination shall:**
 - (1) **State that the Tenant is not entitled to a Grievance Hearing on the termination.**
 - (2) **Specify the judicial eviction procedure to be used by the PHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in court that contains the basic elements of due process as defined in HUD regulations.**
 - (3) **State whether the eviction is for a criminal activity as in Section 21 (f) of this Lease or for a drug-related criminal activity, also described in Section 21 (f) of this Lease.**
- (f) This Lease may be terminated by the Tenant at any time by giving **fifteen (15) days written Notice** in the manner specified in Section 21. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Executive Director or designee upon vacating.

23. ABANDONMENT OF DWELLING UNIT AND PROPERTY

In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the PHA, be considered abandoned. In such event, the PHA shall have the right, provided five (5) days written notice is mailed to the Tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by the Tenant following or pursuant to such abandonment. The PHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned.

24. HOLDING OVER

The Tenant shall promptly vacate the dwelling unit and remove all of Tenant's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Tenant after the expiration of this Lease without the express consent of the PHA shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this Lease by operation of law.

25. ALTERNATIVE HOUSING ACCOMMODATIONS

The Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than thirty (30) days unless prior written approval is received from the Executive Director or designee. If the Tenant resides out of the dwelling unit for more than thirty (30) days, the PHA will assume the dwelling unit to be abandoned and take possession in accordance with Section 22.

26. GRIEVANCE PROCEDURES

All disputes concerning the obligations of the Tenant or the PHA, exclusive of those under Section 21(f), arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the PHA which is in effect at the time such Grievance or appeal arises, which procedure is posted in the PHA office and incorporated herein by reference.

27. CHANGES TO LEASE

This Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between PHA and the Tenant. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for Section 6 and any reference to posting of policy, rules and regulations.

28. COURT COSTS AND ATTORNEY FEES

If it becomes necessary for the PHA to employ an attorney and bring court proceedings against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Tenant from the dwelling unit, and if judgment is entered against the Tenant in favor of the PHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against the PHA in favor of the Tenant in such proceedings, the PHA may be obliged to pay all court costs and reasonable attorney's fees.

29. UNENFORCEABLE LEASE PROVISIONS

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day
of _____, _____, at Gainesville, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT, WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF GAINESVILLE, GEORGIA WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER GEORGIA STATE LAW AND MAY BE PUNISHABLE WITH FINE OF UP TO \$10,000.00 AND/OR A PRISON TERM UP TO FIVE (5) YEARS.

Tenant

Tenant

Tenant

Gainesville Housing Authority

Authorized Representative

My next Annual Recertification effective date will be _____ (Initials)