

DWELLING LEASE

**CONVENTIONAL HOUSING
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
901 Broadway N.E. Knoxville, Tennessee 37917**

SUMMARY INFORMATION:

Resident's Name _____ Account # _____

Address _____ Apartment # _____

Development Name _____ Development # _____

Development Management Office Address _____

Monthly Rent _____ Prorated First Month's Rent \$ _____

Apartment Size _____

1. DESCRIPTION OF PARTIES AND PREMISES:

The parties to this Lease Agreement are Knoxville's Community Development Corporation, referred to as KCDC, and the head of household, _____ referred to as the Resident. In exchange for the rental amount listed below and the Resident's acceptance of the responsibilities contained in this Lease Agreement, KCDC leases to the Resident apartment number _____, located at _____. The Resident agrees that only the following additional Family Member(s) will live in the apartment:

MEMBER NAME	DOB	RELATION TO RESIDENT	SOCIAL SECURITY #
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

2. TERMS OF THE LEASE:

This Lease Agreement is good for one year and is reviewed for renewal at the end of each one year rental period (the *Redetermination Date*).

3. PAYMENTS DUE UNDER THE LEASE AGREEMENT:

The Resident understands that payment of the monthly rent charge, as listed below, and other charges make up the total rental payment due under this Lease as permitted under the Tennessee Uniform Residential Landlord and Tenant Act. The Resident further agrees that all payments must be made at the Development Management Office or the Business Operations Center (BOC), located at KCDC's Central Office, on the first of the month by check or money order (Cash will be accepted only at the Central Office location), and rent is late after the 10th of the month. Failure to make the payment will result in a written notice of termination of this Lease Agreement for non-payment of the amount due.

A. RENTAL CHARGES: The Resident agrees to pay \$ _____ in advance of move-in for the month ending on _____, and a minimum monthly rent charge of \$ _____ payable in advance on the first day of each month thereafter, beginning _____. The Resident understands that the amount of rent the Resident pays may be changed during the term of this Lease Agreement in accordance with Section 6 of this Lease.

B. **OTHER CHARGES:** The Resident accepts the responsibility to pay charges, in addition to the minimum monthly rental payment, for maintenance and repair to the apartment that are beyond normal wear and tear. Maintenance and repair charges will be based on actual costs of labor and materials following the schedule posted in the Development Management Office. These charges are due within forty-five (45) days after KCDC provides the Resident with written notice of the charges.

4. SECURITY DEPOSIT:

The Resident agrees to pay the security deposit in effect at the time the initial Lease Agreement is signed. The Resident may arrange with KCDC to make the payment in installments. The security deposit will be kept by KCDC in a separate account used only for resident security deposits. The location of the account and the account number will be posted in the Development Management Office. If the Resident has no outstanding charges owed to KCDC at the termination of occupancy, the full amount of the security deposit, without interest, will be returned to the Resident. If the vacated apartment requires repairs or maintenance that are beyond normal wear and tear, KCDC will apply the security deposit toward those charges. (See Section 12 regarding the move-out inspection.) If the Resident vacates the apartment with unpaid rent due and owing, KCDC will apply any funds remaining in the security deposit to the rent charges if the Resident has not requested a refund of the money within thirty (30) days.

5. UTILITIES:

KCDC agrees to provide (either directly or through allowance) electricity, gas, water/sewer, and disposal of garbage, as they apply to the individual developments. A range and refrigerator are provided by KCDC at no charge to the Resident. If the Resident uses utilities furnished by KCDC, the Resident may be charged a surcharge if they use a major resident-supplied appliance (i.e., a freezer). The amount of the surcharge is shown on the Utility Allowance Schedule posted in the Development Management Office.

If the resident resides in a development where KCDC does not supply electricity, gas, or water and sewer, an allowance shall be established, appropriate for the size and type of unit, for utilities resident pays directly to the utility supplier (KUB). The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, KCDC will make a utility payment each month to KUB. KCDC may change the Allowance at any time during the term of the lease, and shall give the Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If the Resident's actual utility bill exceeds the Allowance for Utilities, the Resident shall be responsible for paying the actual bill to KUB. If Resident's actual utility bill is LESS than the Allowance for Utilities, KUB will credit the difference to the resident's KUB account. The Utility Allowance Schedule will be posted in the Development Office.

6. REDETERMINATION OF RENT, APARTMENT SIZE, AND ELIGIBILITY:

A. **ANNUAL REDETERMINATION:** At least once each year, and at other reasonable times if necessary, KCDC will send the Resident written notice about an inspection of the apartment and a meeting with KCDC to complete a signed statement and certification to renew the Lease Agreement. The Resident agrees to provide information regarding all the money that the family receives, the source of the income, and proof of the amount stated. The Resident also agrees to provide information regarding the persons who will live in the apartment. KCDC will use this information to determine rent, apartment size, and the Resident's eligibility for low-income housing. This determination will be based on KCDC's approved Schedule of Rents, the Resident's Statement of Income, and the regulations that apply to continued eligibility. All of these are posted in the Development Management Office.

Changes resulting from the annual redetermination will be effective on the Redetermination Date. If the Resident's rent can be accurately determined at a greater amount than zero, the rent that is set will be effective until the next annual redetermination, regardless of change in income, unless the Resident requests a special redetermination of income. If the rent is zero or cannot be determined at the annual redetermination, the Resident will be placed on special (interim) redetermination as described in Section 6.B.

B. **SPECIAL (INTERIM) REDETERMINATION:** There are two types of special redetermination: those required by KCDC and those requested by the Resident.

1. KCDC will require special redetermination for the following reasons:

- a) The Resident reports that no money is received by the family. In this case, the Resident must report any change in the amount of money the family receives within ten (10) days of the time changes occur. Increased earnings due to employment will be excluded during the twelve (12) 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 (6) months;
- b) There is not enough accurate information at the time of admission or annual redetermination to calculate the Resident's rent for the next twelve (12) months. In this case, the Resident is required to report any and all changes within ten (10) days of the time they occur;
- c) There are changes in:

- (1) the allowance for utilities and other services,
 - (2) the rent schedules,
 - (3) regulations that affect rent, family composition, or apartment size. In this case, KCDC will give the Resident written notice of the change before it takes place;
 - d) The Resident receives a lump-sum payment for the delayed start of a regular payment (Back-Payment), excluding Social Security and Supplemental Security Income, and the Back-Payment is for a period of time before the last annual redetermination. Examples of this type of retroactive income include, but are not limited to, a payment covering more than one month of Temporary Assistance for Needy Families (TANF), unemployment compensation, and other periodic payments. These payments may result in Retroactive Rent, which is described under Part D of this Section.
2. If the Resident believes a decrease in rent is due, it is the Resident's responsibility to request a special redetermination. A special redetermination may result in a decrease in rent for the following reasons:
 - a) A decrease in the amount of the family's income (except imputed welfare);
 - b) A change in the family composition;
 - c) Other circumstances which would result in a rental decrease (i.e., childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school, handicapped assistance expenses, medical expenses of elderly, disabled or handicapped headed households that are not covered by insurance).
 3. Notwithstanding the provisions listed in 6.B.2.(a) 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.
 4. Decreases in rent that result from a special redetermination will become effective the first day of the month following the report of the change. However, no rental decrease will be processed until all of the facts have been verified. Verification will be obtained as quickly as possible.
 5. If the Resident requests a special redetermination to lower the rent before the regularly scheduled annual redetermination, the Resident will be placed on special reporting. This means that the Resident must report all other changes in income or family composition which happen before the next annual redetermination. These changes must be reported in writing to the Development Management Office within ten (10) days of the time they occur. KCDC will give the Resident a written receipt to show that the change was reported. This receipt will be the only acceptable documentation showing that the Resident has followed this requirement of the Lease.
 6. Increases in rent that result from a special redetermination will become effective the first day of the month after the change occurred. Increases resulting from employment will be effective the first of the second month following the month in which the increase occurred.
 7. If the Resident receives a letter or notice from HUD concerning the amount or verification of family income, the notification shall be brought to the development office within 30 calendar days (family disclosure of income information).

C. CHANGES IN FAMILY COMPOSITION: Changes in who will live in the apartment (this includes increases or decreases in family size) must be reported to the Development Management Office, in writing, within ten (10) days of the time they occur. The Resident must get approval from KCDC before moving anyone into the apartment, other than the birth, adoption or court-awarded custody of a child of a family member already living in the apartment. The Resident's rent will not be affected by the addition of a person into the family until the regularly scheduled annual redetermination unless the Resident is on special reporting as described in Part B, Special (Interim) Redetermination, of this Section.

D. RETROACTIVE RENT AND RETROACTIVE CREDIT: The Resident must pay retroactive rent to KCDC if a Back-Payment (as described above) is received, or if retroactive rent is due because the Resident misrepresented and/or failed to report information necessary to calculate the correct rent. The increase in rent will be made retroactive to the date the increase should have taken place originally. The Resident's misrepresentation or failure to report information necessary to determine the correct rent is sufficient good cause for Termination of the Lease Agreement.

If KCDC makes an error in determining the rent, the Resident will receive written notice of the correct amount. Corrections will be made as follows: a rent increase will be effective the first of the month after the mistake was found, and KCDC will make a retroactive credit to the Resident's account to be used by the Resident for future KCDC bills. Instead of the retroactive credit, the Resident may request payment in the amount of the credit in excess of any money owed to KCDC.

E. CHANGE IN APARTMENT SIZE/LOCATION: If KCDC determines that the size of the apartment no longer meets the regulations, the Resident will be required to move, within a reasonable amount of time, to a public housing apartment of appropriate size in the development. The Resident must pay for any expenses associated with the move.

F. NOTICE OF CHANGE: KCDC will give the Resident written notice of all changes that result from the implementation of this Section 6 of the Lease Agreement. The notice will become an amendment to this Lease.

G. ACCOMMODATION OF PERSONS WITH DISABILITIES: KCDC will provide a reasonable accommodation, as necessary, to give the handicapped person the same opportunity to use and to occupy the apartment and to participate in all aspects of the Lease and grievance procedures as those of a non-handicapped person. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on KCDC.

7. USE OF THE APARTMENT:

The Resident has the right to the exclusive use and occupancy of the leased apartment by the family members listed in the Lease Agreement subject to Section 16. The Resident may also provide reasonable accommodations for the Resident's guests who must follow KCDC rules during their visits. A guest is defined as a person present in the apartment with the consent of a household member. It is KCDC's position that a non-household member in the apartment will be considered to be there with the Resident's consent unless the Resident can show that effort has been made to make the person leave the apartment. The Resident must obtain written permission from KCDC for a guest to stay overnight for more than two (2) weeks per year. With the written consent of KCDC, the Resident may also use the apartment to provide accommodations for foster children and live-in care for an elderly, handicapped, or disabled member of the Resident's family.

8. KCDC AGREES TO THE FOLLOWING RESPONSIBILITIES:

- A.* To keep the apartment and the development in decent, safe, and sanitary condition;
- B.* To obey building codes, housing codes and HUD regulations affecting health and safety;
- C.* To make necessary repairs to the apartments;
- D.* To keep development buildings, facilities, and common areas, that are not assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- E.* To keep KCDC equipment, appliances, and facilities in good and safe working condition. This includes, but is not limited to, electrical, plumbing, sanitary, heating, ventilation, ranges, and refrigerators supplied by KCDC;
- F.* To provide and maintain appropriate containers and facilities (except containers for the exclusive use of the individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the apartment by the Resident;
- G.* To supply running water, sewer, disposal of garbage, and (either directly or through allowance) electricity and gas, as they apply to the individual developments;
- H.* To notify the Resident of specific grounds for any proposed adverse action by KCDC. This includes, but is not limited to, a proposed Lease termination; transfer of the Resident to another apartment when necessary, and especially due to rehabilitation or demolition; or charges for maintenance and repair. If the proposed adverse action is covered by the KCDC grievance procedure, the notice will inform the Resident of the right to request a grievance hearing. Except in the case of a proposed Lease termination, KCDC will not take the proposed adverse action until the time for the Resident to request a grievance hearing has expired, and only after, if the hearing was requested timely by the Resident, the grievance process has been completed;
- I.* To provide, at the request of the Resident, at any time during tenancy, a reasonable accommodation for a disabled person in a household so that the family can meet Lease requirements or other requirements of tenancy;
- J.* To comply with all nondiscrimination requirements of Federal, State and local law.

9. KCDC IS NOT RESPONSIBLE FOR THE FOLLOWING:

- A.* Employees or representatives of KCDC are not liable for any damage to the person or property of the Resident, any member of the Resident's family, or any of the Resident's guests, except as otherwise provided by law.
- B.* KCDC is not responsible for any loss or theft from the Resident, any member of the Resident's family, or the Resident's guests, or from the leased apartment or any part of the development, except as otherwise provided by law.
- C.* KCDC is not responsible for and will not provide fire or casualty insurance for the Resident's personal property.

10. THE RESIDENT AGREES TO THE FOLLOWING RESPONSIBILITIES:

- A.* Not to assign the Lease or sublease the apartment;
- B.* Not to provide accommodations for boarders or lodgers;
- C.* To use the apartment only as housing for the Resident and the Resident's household as identified in the Lease and not to use or permit its use for any other purpose;
- D.* To abide by the regulations posted in the Development Management Office, which were developed by KCDC for the benefit and well-being of the development and the Residents;
- E.* To follow all requirements of the building and housing codes affecting health and safety, to keep the apartment and other areas assigned to the Resident's exclusive use (including the porch and/or yard areas in the front and rear of the Resident's apartment if applicable) in a clean and safe condition, and to place all garbage, rubbish, and other waste (including biohazardous waste) in the garbage containers provided by KCDC. Porches shall be free of furniture and other personal items. The Resident further agrees that if KCDC has to do any cleaning

- work associated with noncompliance of this section, the Resident will be charged for the service;
- F.* To use all KCDC systems, appliances, and facilities in a reasonable manner. This includes, but is not limited to, all electrical, sanitary, heating, ventilating, air conditioning, and elevators;
 - G.* To refrain from, and to cause household members and guests to refrain from, destroying, defacing, damaging or removing any part of the apartment or development and to pay for repair of extraordinary damages caused by the Resident, any member of the Resident's household, or any guest of the Resident;
 - H.* To act, and to cause household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of the premises and will contribute toward keeping the development in a decent, safe, and sanitary condition;
 - I.* Not to display any signs, or make any alterations to the apartment (including, but not limited to, painting, contact paper or other wall coverings, locks, heating, air conditioning, and other equipment) without written permission from KCDC, and not to use tacks, nails, screws, or any fasteners on any part of the apartment or premises except in a manner prescribed by KCDC. A painting technique, known as feather painting, is expressly prohibited;
 - J.*
 1. To assure that no Resident, member of the Resident's household, or guest engages in any drug-related criminal activity on or off the premises and to assure that no other person under the Resident's control engages in any drug-related criminal activity on the premises. Such activity is defined as the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance;
 2. To assure that no Resident, member of the Resident's household, guest, or other person under the Resident's control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of KCDC. The Resident understands that any drug-related or criminal activity by any member of the Resident's household or by any guest or other person under the Resident's control in violation of this term will be treated as "a serious violation of the material terms of this Lease" and is cause for termination of tenancy, and for eviction of all persons from the apartment;
 3. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - K.* Not to keep animals in the apartment without written permission from KCDC and in compliance with KCDC's pet policy. With such permission, Residents may keep one (1) common household pet in the unit. Requirements for pet ownership include purchasing homeowner renter liability insurance, paying a non-refundable pet fee in full, and following all other requirements and pet rules in the KCDC Pet Policy, including limitations on the number(s) of household pets. This policy is posted in the Development Office. The Resident must meet with KCDC staff and provide needed documentation to obtain permission to bring a pet on the property. Any stray, unauthorized, or unleashed pet(s) will be removed from the property;
 - L.* To notify KCDC promptly if the apartment needs repair and of known unsafe conditions in common areas and grounds which may lead to damage or injury;
 - M.* To notify KCDC on or before any anticipated absence from the apartment for more than seven (7) days;
 - N.* To park all motorized vehicles in designated parking areas only; not to grease, change oil, or make repairs to such vehicles except in the case of an emergency; not to display vehicles for sale; not to park unregistered vehicles/vehicles without current license tags; and not to park inoperable vehicles on development property. The Resident accepts that KCDC will have abandoned vehicles towed in accordance with local law;
 - O.* To report immediately to the Development Management Office and to appropriate Municipal Health Authorities any contagious or infectious disease occurring on the premises;
 - P.* Not to undertake, or permit resident's family or guests to undertake any hazardous acts or do anything that will damage the property and not to use or keep any flammable or explosive materials or substances of any kind in the apartment. This includes, but is not limited to, motorbikes, gasoline-powered equipment, kerosene heaters, and fuel containers;
 - Q.* To immediately report to the Development Management Office any fire that occurs in the apartment. The Resident agrees to clean the apartment if it is damaged by smoke and to pay KCDC for damages to the apartment if the fire is found to be the fault of the Resident, members of the Resident's household, or guests of the Resident;
 - R.* To immediately report to the Development Management Office any smoke detector/carbon monoxide detector/fire extinguisher that is not operating properly and to not disconnect or interfere with the operation of the smoke detectors/carbon monoxide detectors/fire extinguishers (they must not be covered or removed);
 - S.* To remove personal property when moving from the apartment. The Resident agrees that if such property is not removed by the last day of the Resident's lawful occupancy of the apartment, KCDC will dispose of it in accordance with State Law and at the Resident's expense;
 - T.* To demonstrate the physical and/or mental capacity to comply with the material provisions of this lease in its entirety. The Resident understands that his/her inability to do so or the failure to make arrangements for someone to aid him/her in complying with the lease, is just cause for termination of this Lease. When required by law, a reasonable accommodation that would enable the Resident to comply with the Lease will be offered to the Resident prior to lease termination;
 - U.* To act in a cooperative manner with neighbors and the KCDC staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and KCDC's staff;
 - V.* To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the apartment;
 - W.* To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the apartment.

- X. (1) Not to commit any fraud in connection with any Federal housing assistance program, and
(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease;
- Y. To pay promptly any utility bills for utilities supplied to Resident by a direct connection to KUB, and to avoid disconnection of utility service for such utilities. Utility service must be in Resident's name and be in service at all times.
- Z. For each adult in the household to perform at least 8 hours per month of qualifying community service unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

11. APARTMENT CONDITIONS HAZARDOUS TO LIFE, HEALTH, AND SAFETY:

If the apartment becomes dangerous to live in, the following actions will be taken:

- A. The Resident must immediately notify the Development Management Office of the damage and move from the apartment;
- B. KCDC will repair the apartment within a reasonable period of time;
- C. If the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, the reasonable cost of the repairs will be charged to the Resident;
- D. If repairs cannot be made within a reasonable amount of time, KCDC will offer the Resident other standard KCDC housing, if available, which meets the bedroom size required by the Resident;
- E. If the repairs are not made within a reasonable amount of time or if KCDC does not offer the Resident other housing during the delay of repairs, the Resident may be eligible for a reduction in rent in proportion to the seriousness of the damage and loss in value of an apartment. The Resident will not be eligible for such a reduction if the damage was caused by the Resident, a member of the Resident's household, or a guest of the Resident, or if the Resident refused the alternate housing offered by KCDC.

12. MOVE-IN AND MOVE-OUT INSPECTION OF THE APARTMENT:

- A. Move-In Inspection: KCDC and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. KCDC will give Resident a written statement of the condition of the dwelling unit both inside and outside, and note any equipment provided with the unit. The statement shall be signed by KCDC and the Resident. A copy of the statement is available to the Resident and KCDC shall retain a copy in the Resident's file. KCDC will correct any deficiencies noted on the inspection report, at no charge to Resident.
- B. Move-out Inspection: KCDC will inspect the unit at the time Resident vacates and a written statement of move-out charges will be mailed to the Resident within thirty (30) days of move-out. Resident and/or representative may join in such inspection, unless Resident vacates without notice.

13. OTHER TIMES KCDC MAY ENTER THE RESIDENT'S APARTMENT:

The Resident agrees that with advanced written notice, KCDC will be permitted to enter Resident's apartment during reasonable hours to inspect the condition of the apartment, to make improvements or repairs, or to spray to control pests. KCDC must give the Resident reasonable notice of the planned entry by delivering a written notice to the Resident's apartment at least two (2) days before the entry. The notice must specify the reason KCDC will be entering the apartment. KCDC may enter the apartment at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Resident and all adult members of the Resident's household are away from the apartment at the time of entry, KCDC will leave a written statement in the apartment which specifies the date, time, and purpose of the entry.

14. NOTICE PROCEDURES:

Any required notice, except the notice of entry discussed in Section 13, must be in writing. The notice may be delivered personally to the Resident or to an adult member of the Resident's household, or sent by prepaid first-class mail properly addressed to the Resident. Notice given by the Resident to KCDC must also be in writing and delivered either to the Development Management Office where the Resident lives or to the KCDC Central Office, or sent to KCDC by prepaid first-class mail properly addressed. All notices to visually-impaired residents will be in an accessible format.

15. TERMINATION OF THE LEASE:

- A. This Lease may be ended by the Resident by giving KCDC a written notice. The Resident agrees to leave the apartment in a clean and good condition, reasonable wear and tear excepted, and to return all keys and/or electronic door openers to the Development Management Office upon move-out. The Resident accepts the right to be present during the move-out inspection of the apartment and to sign the statement of condition of the apartment or to specify in writing any items of disagreement.
- B. Failure of a family member to comply with the Community Service requirement is grounds for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term.

- C. KCDC may give the Resident written notice to end this Lease at any time for:
1. Serious or repeated violation of the material terms of the Lease, such as failure to make payments due under the Lease; failure to abide by the Resident's Responsibilities in Section 10; misrepresentation of family income, assets, or composition; failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations; or for other good cause including, but not limited to, 15.C.2-9;
 2. Any criminal activity by the Resident, any member of the Resident's household, or any guest of the Resident, as well as any person under the Resident's control, including criminal activity that poses a threat to the health, safety, or right to peaceful enjoyment of KCDC's public housing premises of other residents or KCDC employees;
 3. Any of the following activities:
 - (a) Drug-related criminal activity by the Resident, any member of the Resident's household, or any guest of the Resident *on or off KCDC's public housing property, not just on or near the premises*, and any drug-related criminal activity on the premises by any person under the Resident's control;
 - (b) Alcohol abuse that KCDC determines interferes with the health and safety or right to peaceful enjoyment of KCDC's public housing premises of other residents; or
 - (c) Weapons or illegal drugs seized in a KCDC unit by a law enforcement officer;
 4. Any fire on KCDC's premises caused by the tenant, household members or guest' actions or neglect;
 5. Determination or discovery that a resident is a registered sex offender;
 6. Failure to abide by the provisions of the pet policy;
 7. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities (KUB) and failure results in disconnection of utility service to unit;
 8. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in the unit;
 9. Failure to accept KCDC's offer of a revision to the lease after the family has been given proper written notice of the revision before it is scheduled to take effect;
- D. KCDC will provide the Resident with a written notice which will give the reason(s) for ending the Lease. Any notice of Lease termination that is required by the State or local law will run concurrently with the KCDC notice to end the Lease. In all cases of Lease termination, the notice will inform the Resident of the right to reply to the notice and the right to examine the KCDC documents directly relevant to the termination and to copy such information at the Resident's expense. Before a grievance hearing or court trial, at the Resident's request, KCDC will provide the Resident reasonable opportunity to examine and copy any documents, records, and regulations which are in the possession of KCDC and which are directly relevant to the termination of tenancy or eviction.

If this Lease is being ended for reasons other than (i) *any activity not just criminal activity*, that threatens the health, safety, or right to peaceful enjoyment of KCDC's public housing premises, by other residents or employees of KCDC, or (ii) any drug-related criminal activity *on or off such premises, not just on or near such premises* [Section 15 B (2), and (3) above], the notice will inform the Resident of the right to request a hearing in accordance with the KCDC Grievance Procedure, which is posted in the Development Management Office and is made part of this Lease by reference. If the Lease is being ended for criminal and/or drug-related activities, the notice will state whether or not the eviction is for threatening criminal activities or drug-related criminal activities [as defined in Section 15 B (2) and (3)]. The notice will inform the Resident that the grievance hearing process does not apply to the termination because KCDC has elected to have such termination heard in the specified local court which provides the Resident the opportunity for a hearing that contains the basic elements of due process as defined in HUD regulations. See the attached Grievance Procedure for a description of the elements of due process.

- E. The amount of notice before Lease termination varies according to the reason the Lease is being ended. KCDC may give the Resident written notice of Lease termination as follows:
1. Failure to Pay Rent - KCDC will issue a notice that the Lease will end in thirty (30) days if the rent is not paid in fourteen (14) days. If the Resident pays the charges within the 14-day period, the Lease will not end. However, if the Resident pays rent late twice (or more) within a six (6) month period, KCDC may terminate the lease with a fourteen (14) day written notice. This violation is considered a repeated violation of the lease;
 2. Threat to the Health or Safety of Other Residents or KCDC Employees - A reasonable amount of time will be given considering the seriousness of the situation, but in no case, will the amount of time exceed thirty (30) days;
 3. KCDC will immediately terminate the tenancy if it determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 4. A thirty (30) day notice will be given for all other cases.
- F. The Resident accepts that at the time of Lease termination (for "One Strike" or any other lease violation), all charges will become due and collectable including all applicable court costs.
- G. KCDC reserves the right to terminate this Lease on three (3) days notice if the Resident or any person in the apartment with the Resident's permission willfully or intentionally commits a violent act or behaves in a manner

which causes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other residents or persons in the development.

H. KCDC has a One Strike or “zero tolerance” policy with respect to violations of Lease terms regarding criminal activity (Section 10J, 1 & 2). Criminal activity is cause for termination even in the absence of conviction or arrest. Additionally, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for readmission to public housing for a three (3) year period beginning on the date of such eviction.

16. COMMON AREAS:

All sidewalks, yards and other common areas and facilities at the Development shall be under the control of and subject to the rules and regulations of KCDC. KCDC shall have the right to bar from KCDC developments any non-resident who has engaged in either drug-related criminal activity on or off of KCDC property or other activities that pose a threat to the health or safety of KCDC’s residents or staff or the right of peaceful enjoyment of KCDC’s public housing developments. The Resident is prohibited from inviting any non-resident who is on the KCDC “No Trespass” list to the development or unit.

17. GRIEVANCE PROCEDURE:

All disputes concerning the responsibilities of the Resident or KCDC under this Lease will be resolved in accordance with the KCDC Grievance Procedure, which is posted in the Development Management Office and incorporated in the Lease by reference.

18. CHANGES TO REQUIREMENTS INCORPORATED IN THE LEASE BY REFERENCE:

Schedules of special charges for services, repairs, utilities, and rules and regulations which are a part of this Lease by reference are posted in the Development Management Office and will be furnished to the Resident upon request. Such schedules, rules, and regulations may be modified by KCDC by giving thirty (30) days written notice to the Resident. The notice will identify the proposed changes, reasons for the changes, and will provide the Resident the opportunity to present written comments which will be taken into consideration by KCDC before the proposed modifications become effective.

19. MODIFICATION TO THE LEASE:

The following item(s), if any, are the changes/additions to the Lease agreed to by the Resident and KCDC as indicated by their signatures executing this Lease. Section 6 of this Lease provides for changes in rent, family composition, and apartment size; therefore, it is not necessary for such changes to be entered in this section. No other changes can be made to the Lease except in writing, signed and dated by the Resident and by KCDC.

20. LEASE EXECUTION:

This Lease, together with any future adjustments, changes, or modifications, makes up the entire agreement between the Resident and KCDC. By signing this Lease, the Resident and KCDC agree to fulfill all the responsibilities and requirements which make up this Lease, and the Resident admits receipt of all attachment(s) listed below.

Date of Execution: _____, 2 _____

Resident: _____

Resident: _____

Resident: _____

KNOXVILLE’S COMMUNITY DEVELOPMENT CORPORATION REPRESENTATIVE

Housing Manager _____

Witness _____

KCDC has provided the Resident with the following ATTACHMENTS and information:

Grievance Procedure _____ Watch Out for Lead Paint Poisoning _____
Pet Policy _____ Community Service Requirement _____