

Resident Information on Project-Based Rental Assistance (PBRA)

Questions Raised During High-rise RAD Conversion General Meetings

August 2018

General Summary:

Meetings were held on August 16, 17, and 20 for all KCDC High-rise Locations per the below schedule:

Cagle Terrace	August 17, 2018 @ 2 PM
Isabella Towers	August 16, 2018 @ 2 PM
Love Towers	August 16, 2018 @ 9 AM
Northgate Terrace	August 17, 2018 @ 9 AM
KCDC Main Office Meeting for all High-rises	August 20, 2018 @ 2 PM

The general message communicated to tenants was that the Low-Income Public Housing (LIPH) under which properties have been run will be changing to Project-Based Rental Assistance (PBRA) in approximately 12-18 months. This will require, at the time of conversion, that everyone sign a new lease. KCDC is already in the process of converting family style properties to PBRA.

Questions:

1. How will my rent be different under this new program called PBRA?

98% of tenants will not see a difference in rent. Under PBRA, rent is still calculated at 30% of income. The tenants who may see a difference in rent will generally be those currently paying flat rent to live at their property—*approximately* \$550 for an efficiency or \$690 for a 1 bedroom. These tenants will be contacted well ahead of conversion by management to discuss their personal situations. Also note: Those who are paying over flat rent due to 30% of their income equaling more than the contract rent for their unit will be phased in to the higher rent amount.

2. Will rent still be due the same as now?

Yes, rent is due on the 1st and late after the 5th of the month in PBRA, just as it is currently in the LIPH program.

3. What if I am late paying my rent?

If you are late paying rent and don't get your payment made before your next month's rent is due, you will receive a letter of termination of assistance. This is different from an eviction letter. It allows you to stay on the property, but raises your rent to full contract (flat) rent. Once you come into compliance with payment, you can reestablish assistance and take advantage of income-based rent again. However, failure to catch up on rent can lead to a Termination of Tenancy, which IS like an eviction letter.

4. What about people who pay minimum rent or no rent?

There is a minimum rent in PBRA just as in LIPH. However, the minimum rent is reduced from \$50 down to \$25 monthly. Additionally, those who qualify for minimum rent hardship will still be able to take advantage of the hardship rules.

5. Are all income changes reported under the PBRA program?

Yes, you must report all income changes. Loss of income will result in a reduced rent. Increase in income will result in a rent increase, but ONLY IF INCOME INCREASES BY \$200 or more monthly.

6. Is my reexamination/recertification process going to be the same in PBRA?

One big difference you will notice is that annual recertification will occur at least four months prior to the effective date, instead of 2-3 months prior. PBRA requires KCDC to notify residents beginning 120 days ahead of recertification. The more quickly you respond with the needed information, the more quickly you will be recertified and the fewer notices you will receive.

7. Do I have to pay a new security deposit?

No. Existing tenants will not have to pay a new security deposit. However, once the property changes from LIPH to PBRA, applicants signing leases will have to pay a security deposit equal to one month's rent. Until PBRA conversion, any new lessees will continue to pay the flat rate of \$150 to move into a high-rise. **A special note on Security Deposits and the PBRA Program**—If you plan on moving after your property converts to PBRA, you MUST give a 30-day notice to management. Otherwise, you forfeit your security deposit if you paid one at move-in.

8. What are pet rules for PBRA?

The KCDC pet policy will continue to stay the same under PBRA as it currently exists under LIPH.

9. Will we have to pay an electric bill?

High-rises will continue to include utility costs in rent. Tenants will not need to pay a utility bill or get a KUB account in their names.

10. While you are doing work in the building will I have to move out of my apartment? Will I have to leave my property and move to another site?

As of now KCDC does not foresee having to relocate people to do the high-rise renovations. Once needs assessments for the high-rises are completed, KCDC will have better information on whether relocation is necessary. If the renovations cause you to need to move, you will be relocated to another unit within your current high-rise property. The only exception to this would be if you have a need for an accessible unit that is not currently available at your property. Note: If you must move to allow work to occur, you will be given a moving or "relocation" allowance based on your bedroom size. It will always be the intent to move you once, however, if you are required to move more than once, KCDC will pay you relocation allowance each time such a move is required.

11. If you have to move can you come back to the same unit?

KCDC cannot guarantee anyone that they will get exactly the same apartment that they were living in before rehab. However, all tenants will be offered an apartment of like bedroom size at the site where they are currently tenants.

12. If I have to move to another site because of a Reasonable Accommodation, do I get to come back to my property when the work is done? What if I don't want to come back?

Everyone living at a high-rise at the time it converts to PBRA will have a right to return to the high-rise. You will sign paperwork with your management office to ensure this right. However, if someone should move to another property and want to stay once they have

moved out of a high-rise, they will need to contact their former property and sign a form giving up their right to return.

13. We have heard rumors that KCDC is going to put walls up and make efficiencies into 1-bedroom apartments. How am I supposed to move around in my wheelchair/with a walker?

KCDC has looked into the possibility of turning some Efficiencies into 1 bedrooms. However, we are in the planning stages. Your concerns will be carried back to the main office, and you are urged to put concerns in writing to KCDC related to items you are concerned about.

14. I can barely fit my twin bed in my efficiency apartment right now. How am I going to fit it in my apartment if you put up a wall?

Again, this is not a final KCDC decision for your site. Your concerns are being passed along.

15. How can KCDC decrease the square footage of an efficiency and then call it a 1 bedroom? Do we have to pay 1 bedroom rent?

Please understand that your rent is based on 30% of your income, not whether you are in an efficiency or a 1 bedroom. However, KCDC staff understands your concerns related to adding walls and/or doors to efficiency apartments. We are still in the planning phases and your opinions and comments matter to us and will be passed up the chain to KCDC executives. You are encouraged to attend all meeting related to RAD PBRA to ensure your voices are heard.

16. If KCDC puts a wall up in my efficiency apartment and I am in a wheelchair, what will I do?

Remember that just as in LIPH program, the PBRA program honors the Fair Housing/ Reasonable Accommodation process. We will work with you to make modifications and to ensure that you have adequate space to move around if you are using a wheelchair or walker.

17. If I have to move to another floor or building will KCDC help me?

You will have a variety of choices if you are required to move. If you want to move yourself, you will receive an allowance to do so. However, if you are unable to move yourself or would prefer not to, KCDC will provide you with a moving company and assistance instead of a full allowance.

18. Is PBRA still HUD? What does PBRA stand for?

Yes, PBRA is a HUD Program just like LIPH. However, the funding is more reliable. PBRA is just another type of affordable housing. The acronym stands for "Project-Based Rental Assistance."

19. How much notice will we get if we have to move, and how soon will our relocation check be given to us?

All tenants at a site will receive a 30-day notice of RAD Conversion once KCDC receives its contract from HUD to proceed with rehab work. This contract is called an RCC. KCDC will also notify tenants if their property rehab will NOT require them to move from their unit. Additional notices will be sent throughout rehabilitation should relocation be required. KCDC will communicate regularly with tenants to ensure that they have knowledge well ahead of their expected move. Again, a 30 day notice is typical. REMEMBER: Currently we are still not aware as to whether the work at the high-rises will require a move.

If relocation is required, tenants will be eligible to receive their first relocation check at the time they receive keys to their new unit. Typically a tenant will have fourteen days from receipt of the first check to move household items and turn in old unit keys. Tenants can then collect the balance of their relocation payment via a second check once they have moved all items and turned in keys.

20. What does the new lease say that is different than the old lease?

The lease is very similar to your current lease. Items in your current lease that are not in the new lease will be included in House Rules. A sample lease and house rules are included on the KCDC Website and are available for your review in your site's management office, as well.

21. If I just did my reexam, will I still have to sign a new lease for PBRA?

Once the property converts to PBRA, ALL tenants will sign a new lease because your housing will be subsidized under a new program. It is possible that you will have just completed a reexam under the LIPH program, and then have to come in a month or so later to sign similar paperwork for PBRA. However, remember that conversion is still about a year to a year and a half out.

22. Will our pest control issues (bedbugs and roaches) be solved during rehab at our property?

KCDC is aware that there are issues with pest control. In fact, this is a nation-wide multifamily housing issue. We will be looking at this issue among others as work proceeds. Until rehab begins, however, it is very important for you to report issues with bedbugs or roaches to management so that a treatment plan with Orkin can be arranged and begun in a timely manner.

23. Will we get a new manager for PBRA, or will we still have our same manager?

KCDC management is always subject to change if the need arises. However, we do not anticipate PBRA being the cause of any management change. Currently there is no plan to change your current management.

24. How about our mail? When you move us to a new apartment, can we keep our mailboxes?

This is a super question which we are currently looking into a bit further. While it may be a pain to change mailing addresses with the post office and those you do business with, it is possible that it will be necessary. Stay tuned for additional information as we learn more.

PLEASE NOTE THAT IF ADDITIONAL QUESTIONS ARE RECEIVED THEY SHALL BE ADDED TO THIS DOCUMENT. FEEL FREE TO SEND ANY QUESTIONS OR CONCERNS NOT ADDRESSED ABOVE TO KARA DAVIS:

Mailing Address:

KCDC-ATTENTION KARA DAVIS
901 N Broadway
Knoxville, TN 37917

Email Address:

kdavis@kcdc.org

You may also give written questions to management staff and ask them to forward to the main office via email or interoffice mail.

MODEL LEASE FOR SUBSIDIZED PROGRAMS

Parties and Dwelling Unit

1. The parties to this Agreement are _____, referred to as the Landlord, and _____ referred to as the Tenant. The Landlord leases to the Tenant(s) unit number _____ located at _____ in the project known as _____.

Length of Time (Term)

2. The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

Rent

3. The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the _____ day of the month at _____.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the Tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

Changes in the Tenant's Share of the Rent

4. The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or Tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multi-family subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

Charges for Late Payments and Returned Checks

5. If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

Condition of Dwelling Unit

6. By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

Charges for Utilities and Services


7. The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.
 - a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant Pays Directly	Type of Utility	(2) Put "x" by any Utility included in Tenant Rent
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Other (Specify)	

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3) Show \$ Amount Tenant Pays to Landlord in Addition to Rent	
\$	Parking
	Other (Specify)
\$	
\$	
\$	

Security Deposits

8. The Tenant has deposited \$ _____  with the Landlord. The Landlord will hold this Security Deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the Security Deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.
- a. The Tenant will be eligible for a refund of the Security Deposit only if the Tenant provided the Landlord with the 30 day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
 - b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

- c. The Landlord will refund to the Tenant the amount of the Security Deposit plus interest computed at _____%, beginning _____, less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within _____ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

Keys and Locks

9. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ _____ for each key not returned.

Maintenance

10.

- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.

- b. The Tenant agrees to:
 - (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
 - (6) remove garbage and other waste from the unit in a clean and safe manner.

Damages

11. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
 - a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and

- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this Agreement.

Restrictions on Alterations

12. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible Tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.

General Restrictions


13. The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
 - a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the Landlord will allow the Tenant to keep an animal needed as a reasonable accommodation to the Tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

Rules

14. The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

Regularly Scheduled Recertifications

15. Every year around the _____ day of _____  the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multi-family subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

Reporting Changes Between Regularly Scheduled Recertifications

- 16.
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.

- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for non-payment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for non-payment of rent. (Revised 3/22/89).
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multi-family subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

Removal of Subsidy

17.

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
 - (1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
 - (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the 10 calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

Tenant Obligation to Repay

18. If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

Size of Dwelling

19. The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
 - a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
 - b. remain in the same unit and pay the HUD-approved market rent.

Access by Landlord

20.
 - a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph c below.

- b. The Tenant consents in advance to the following entries into the unit:
 - (1) The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

Discrimination Prohibited

- 21. The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

Change in Rental Agreement

- 22. The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

Termination of Tenancy

- 23.
 - a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit.
 - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
 - c. The Landlord may terminate this Agreement for the following reasons:
 - (1) the Tenant's material non-compliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

- (3) drug related criminal activity engaged in on or near the premises, by any Tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the Tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (6) criminal activity by a Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - (7) if the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
 - (8) if the Tenant is violating a condition of probation or parole under Federal or State law;
 - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) if the Landlord determines that the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has engaged in the criminal activity, regardless of whether the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the Tenant's refusal to accept change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material non-compliance with the lease includes:

- (1) one or more substantial violations of the lease;

- (2) repeated minor violations of the lease that:
 - (a) disrupt the livability of the project;
 - (b) adversely affect the health or safety of any person or the right of any Tenant to the quiet enjoyment to the leased premises and related project facilities,
 - (c) interfere with the management of the project, or
 - (d) have an adverse financial effect on the project
 - (3) failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors, of the Tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and
 - (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
- (1) specify the date this Agreement will be terminated;
 - (2) state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - (3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10 day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - (4) advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

Hazards

24. The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

Penalties for Submitting False Information

25. Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material non-compliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

Contents of this Agreement

26. This Agreement and its Attachments make up the entire Agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

Attachments to the Agreement

27. The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
 - a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).

Tenants' Rights to Organize

28. Landlord agrees to allow Tenant and Tenant organizers to conduct on the property the activities related to the establishment or operation of a Tenant organization set out in accordance with HUD requirements.

Tenant Income Verification

- 29. The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

Lease Agreement Termination

- 30. The lease Agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

Signatures

31.

TENANT BY:

1. _____	____/____/____ Date Signed
2. _____	____/____/____ Date Signed
3. _____	____/____/____ Date Signed
4. _____	____/____/____ Date Signed

LANDLORD BY:

1. _____	____/____/____ Date Signed
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Public reporting burden – HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the Tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the Tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

The following Community House Rules have been established for all Knoxville's Community Development Corporation (KCDC) properties being converted to the Rental Assistance Demonstration (RAD) PBRA program. The Community House Rules are in addition to the requirements of the HUD Model Lease and are affixed to the lease agreement as Attachment #3. Repeated violations of the Community House Rules will be considered a serious violation of the lease agreement. Your cooperation in following the established property rules and regulations is greatly appreciated by Management.

ABSENCE FROM HOME

- A Tenant should advise Management in advance if he/she is planning to be away from home for an extended period of time (30 days or more).
- If a Tenant or another family member listed on the Lease must leave the household for more than 30 days, with the intent to return to the household, documentation from the temporary place of residency must be submitted to the Management Office within 10 days of the absence for the purpose of establishing the intent to return to the apartment and continued occupancy. Tenant is responsible for the apartment during such absence.
- A Tenant must notify KCDC on or before any anticipated absence from the apartment for more than seven (7) days.

ABANDONED PROPERTY

- A Tenant away from the apartment for an extended and/or unexplained absence for thirty (30) days or more without payment of rent as due is considered to have abandoned the unit.
- KCDC will change the locks on the door(s) and post the unit abandoned for 30 days.
- After the 30 day period, KCDC will enter the apartment and dispose of any property in accordance with the Tennessee Uniform Landlord and Tenant Act.
- Any charges resulting from removal and disposal of property will be charged to tenant's move-out account.

ACCOMMODATIONS OF PERSONS WITH DISABILITIES

- Tenants may submit a reasonable accommodation request. If the request is approved, KCDC will provide a reasonable accommodation, as necessary, and to the extent required by law to give a disabled person the same opportunity to use and occupy the apartment and to participate in all aspects of the lease and grievance procedures as those of a non-disabled person.
- Accommodations are not considered reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on KCDC.
- For further information, please refer to KCDC's Reasonable Accommodation Policy.

APARTMENT ALTERATIONS

- Tenants nor their family members or guests, will be allowed to destroy, deface, damage or remove any part of the apartment or property.
- Tenants are requested not to display any signs, or make any alterations to the apartment. This includes, but is not limited to, painting, contact paper, borders, feather painting or any other permanent wall covering. Tacks, nails, screws, fasteners, chain or slide locks are not to be used without approval from the KCDC management
- Tenants shall pay all repair or restoration costs incurred by Management due to the Tenant's violation of this rule.



AUTOMOBILES AND OTHER MOTORIZED VEHICLES

- The Tenant agrees to park, and cause family members and/or guests to park, automobiles and other motorized vehicles in designated parking areas only.
- Tenants shall refrain and cause family members and/or guests to refrain from parking and driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.
- Tenants are responsible for any damages to lawns and other property caused by improper operation or parking of motorized vehicles.
- All automotive vehicles improperly parked, inoperable, or with deflated tires, expired license plates, etc., will be towed at the Tenant's expense.
- Tenants are to refrain from making major repairs to any motorized vehicles while parked on KCDC property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks, changing oil, and other such repairs.

COMMUNITY APPEARANCE/SANITATION/CLEANLINESS

- Tenants are responsible for keeping the leased premises and surrounding exterior areas clean and free of litter and debris.
- No signs, advertisements, notices, or flyers shall be exhibited or affixed by any Tenant or guest on any part of the exterior of the apartment, building, or any other community property without the express written consent of Management.
- Basketball goals are not permitted in the parking lots or on a common street.
- No swimming pools are permitted on the property, including child's wading pools.
- It is the responsibility of Tenants to dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, to place containers in the area designated for the collection of garbage on a scheduled basis, and otherwise comply with the sanitation ordinances of the City of Knoxville.
- Tenants take responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.
- Tenants agree to cooperate with Management in pest control inspections and treatment.
- Tenants must keep the inside of the apartment and other areas assigned for their exclusive use (including the porch and/or yard areas in the front and rear of apartment, if applicable) in a clean and livable condition.
- Tenants will limit porch furniture to furniture designed for outdoor use only.
- Tenants agree not to erect or hang radio, television antennas, or satellite dishes on or from any part of the apartment/building without written permission from KCDC.
- If KCDC must clean and/or remove items, the Tenant will be charged according to maintenance fees as posted in the Management Office.

DAMAGE & REPAIRS

- The Tenant agrees to notify KCDC promptly if repair work is needed in the apartment and of any unsafe condition in common areas or grounds which may lead to damage or injury.
- The Tenant will allow KCDC to enter the apartment to make needed repairs.
- Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
 - The cost of all repairs and do so within 30 days after receipt of the Landlord's demand



- for the repair charges; and
- Rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant *agrees to pay the HUD-approved market rent* rather than the Tenant rent shown in this agreement.

FIREARMS

- The Tenant agrees to refrain from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on or near property.
- The Tenant understands that it is his/her responsibility to ensure that no household member, guest, or other person in Tenant's control should display, carry, discharge, or threaten use of a firearm or weapon on or near property.
- This rule shall not interfere with a Tenant's lawful right to possess a firearm within the confines of the Tenant's dwelling unit. Tenants who have a Tennessee firearm license, or who use firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that the weapon is unloaded, in a carrying case, or disassembled, and carried in a non-threatening manner.
- Violations of any provision of this rule shall be considered a threat to the health and safety of other Tenants and Management staff.
- Tenants are prohibited from bringing fire arms of any type into the rental office.

FRAUD

The Tenant agrees not to commit fraud by giving false information or withholding information in connection with any Federal housing assistance program. This includes, but is not limited to, providing information on all household members, and/or all individuals who are approved to live in the household including information on income.

GUESTS, BOARDERS, SUBLETTING

- The dwelling unit shall be occupied only by persons named in the Tenant's dwelling lease and shall be used for tenant purposes only. Tenant must obtain permission from Management prior to allowing any additional person(s) to move into the unit.
- Tenants are responsible for their guests' behavior while on the property.
- No guest will be permitted to visit overnight or remain overnight on a regular basis for more than 14 nights within any twelve month period.
- Boarders or subletting the apartment is prohibited. Only those individuals listed in the dwelling lease are permitted to reside in the apartment.
- The Tenant or members of the household may engage in legal profit-making activities in the apartment only with prior written approval from KCDC Management.
- I understand, with prior KCDC approval, a 'Live-In Aide' may reside in my apartment to assist me or a listed family member with necessary supportive services.
 - A 'Live-In Aide' is not considered a member of the household for family composition purposes, but is considered to be a person under my control for all other purposes under the Lease.
 - In the event that the household dissolves or the person being served by the 'Live-In Aide' no longer resides in the unit, the 'Live-In-Aide' must vacate the apartment by the end of the rent month.

HANDICAPPED PARKING

- The reserved designated spaces are to be occupied only by vehicles displaying the proper



HANDICAPPED vehicle identification. Vehicles parked in handicapped designated spaces without proper handicapped identification will be towed at the owner's expense.

INSPECTIONS

- Management will inspect the home *at least* annually after giving proper notice to the Tenant.
 - **Move-In Inspection:** KCDC and I will inspect my apartment before signing the Lease. The Inspection Report, signed by KCDC and myself, will state the condition of my apartment and will note any equipment or appliances in the unit provided by KCDC. KCDC will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in my tenant file and I may have a copy upon request.
 - **Annual Reexamination Inspection:** With proper notice, KCDC will inspect my apartment as part of the scheduled Annual Reexamination of my eligibility. KCDC will correct any deficiencies noted as needed during the annual inspection and conduct repairs as required by HUD regulations. I understand I will be charged for damages/repairs beyond normal wear and tear as noted in my annual Inspection Report.
 - **Move-Out Inspection:** KCDC will inspect my apartment at the time I move out and will send me a written statement of any damages beyond normal wear and tear. I may be present at the inspection. Any damages assessed will be charged to my move-out account statement.
 - **Other Inspections:** As required by HUD or KCDC with reasonable notice.

KEYS /LOCKOUTS

- The tenant agrees that unit keys must be returned to Management Office prior to moving from an apartment. Tenant continues to be charged rent until keys are received.
 - The Tenant, or someone designated by the Tenant, must turn in the keys and sign the 'Notice of Intent to Vacate/Relocate' form available at the Management Office.
 - This action will serve as proof that the keys have been accepted at the office and that the unit has been returned to KCDC's control.
 - At that time, management will stop charging rent for the unit.
 - Items remaining in the unit will be disposed of by KCDC and there may be charges for removal.
- If the Tenant is locked out of the unit after office hours, it will be necessary to wait until the next business day to arrange for apartment entry. **KCDC does not have after-hours service for tenants who lock themselves out of their units.**
- All keys and fobs to house/apartment, P.O. boxes, etc., must be returned to Management when Tenant moves, and a charge may be assessed for each key or fob not returned, not to exceed actual cost.

MAINTENANCE AND WORK ORDER REQUESTS

- Tenants are responsible for immediately reporting needed maintenance items and/or damages or unsafe conditions which are known or observed by the Tenant either in common areas of the neighborhood or in the dwelling unit or premises leased by the Tenant.
- For routine maintenance requests during normal business hours of 7:30 a.m. – 4:00 p.m. All service requests must be addressed through the Management Office.
- After hours emergency service can be obtained by calling the after-hours emergency line.

NO TRESPASS LIST

- No barred persons listed on KCDC's No Trespass List will be allowed in the apartment or on the premises. A barred person is defined as a person that has been served with a "No



Trespass Letter” from any property owned or managed by KCDC.

- The barred person will be considered in violation of the No Trespass rule should s/he return to any property owned and/or managed by KCDC.
- The Tenant acknowledges that KCDC has the right to bar, from KCDC properties, any non-tenant who has engaged in either drug-related criminal activity on or off KCDC properties or other activities that pose a threat to the health or safety of KCDC tenants or staff.
- The Tenant and all members of the household agree not to allow any person who is under a KCDC ‘No Trespass’ notice to be in the apartment or other assigned areas; the tenant’s signature may be required on a letter of understanding as documentation of the tenant’s understanding of a person’s barred status.

PERSONAL AND GUEST CONDUCT

- The Tenant will act and cause household members or guests to act in a manner which will not disturb other tenants’ peaceful enjoyment of their premises and in a way that will keep the property in a decent, livable, and sanitary condition.
 - Prohibited activities include, but are not limited to, illegal use and/or possession of a firearm, excessive noise, loitering or activities resulting in police intervention.
 - I agree to act in a cooperative manner with neighbors and KCDC staff. I agree not to act or speak in an abusive or threatening manner toward neighbors or KCDC staff.
- The Tenant assures that neither they nor any member of the household or guests will engage in any drug-related criminal activity on or off any KCDC property. Such activity is defined as the existence of drug paraphernalia, or the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance. Note: An activity may be defined as a criminal act without an arrest or conviction.
- The Tenant assures that neither they nor any member of the household, guest, or visitor under Tenant’s control will engage in any criminal activity that threatens the health, livability or right to peaceful enjoyment of the premises by other tenants or employees of KCDC.
- The Tenant assures that no member of their household, guest or visitor will engage in abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- KCDC will terminate the Tenant’s tenancy if it determines that:
 - The Tenant or any member of the household has ever engaged in the manufacture or production of methamphetamine.
 - The Tenant or any family member has been required to register as a Sex Offender under a State sex offender registration. The offender will be required to move from the apartment within 30 days and will be barred from receiving housing assistance for life.
- KCDC may terminate tenancy if anyone in the household or guest is fleeing to avoid prosecution or arrest or to avoid custody or confinement for a crime or attempt to commit a crime; or is violating a condition of probation or parole imposed under Federal or State Law.
- The Tenant Lease will be terminated if, at some point during tenancy, the Tenant is no longer able to comply with the provisions of the Lease.
- If a Tenant is willing to comply with the Lease but is unable to do so without supportive services (case management, house cleaning services, payee, live-in aide, etc.), KCDC will work with the Tenant to remain in housing within HUD guidelines.

PERSONAL PROPERTY

- I understand that KCDC maintains insurance on its properties but does not provide renter’s insurance covering my personal property. I accept responsibility for insuring my personal



property and, if applicable, securing the required liability coverage for a pet or legal profit-making business.

- All personal property placed in the apartment or on the premises by a Tenant or guests shall be at the Tenant's sole risk, and Management shall not be liable for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of Management.

PET OWNERSHIP

- I agree to comply with the KCDC Pet Policy, including obtaining written permission to maintain a pet.*
- Any stray, unauthorized, or unleashed pet(s) will be removed from the property.
- Pets of guests are not allowed.
- The property's Pet Policy does not pertain to animals that assist, support or provide service to persons with disabilities. However, rules for service animal registration, maintenance and sanitary requirements are contained in KCDC's Reasonable Accommodation Policy.

*Properties designated as elderly do not require insurance.

PREVENTION OF BEDBUG INFESTATION

- Tenants are expected to fully cooperate with the treatment efforts of Management and/or third party pest control contractors, including heat treatments. This also includes refraining from placement of infested furniture or other items in common areas such as hallways or breezeways. Tenant cooperation is necessary in order to expedite the control of bedbugs and prevent spreading of infestations.
- Management requires that Tenants immediately report any signs of bedbug infestation in the apartment and fully cooperate with Management in their attempts to keep the apartment and complex free from bedbug infestation. Failure to report an infestation or cooperate with remediation will be deemed a substantial violation of the lease agreement and grounds for termination of the lease.
- The best approach to bedbug management is to prevent an infestation from occurring. You can assist by doing the following:
 - Checking for bedbugs on luggage and clothes when returning home from a trip;
 - Looking for bedbugs or signs of bedbugs on secondhand items before bringing the items into the unit;
 - Reporting any and all signs of bedbugs if found in your unit;
 - Reducing clutter where bedbugs can hide;
 - Regular checking of beds and laundering of linens.

RENT AND OTHER PAYMENTS

- Rental Payments

The Tenant understands that all rent payments, including minimum rent, are due on the 1st day of the month. Payments may be made at the Management Office, KCDC Main Office, or online at www.kcdc.org. Automatic Draft is available for those who prefer to schedule monthly payments. Payments may be made by check, credit/debit card (online only), or money order (cash will be accepted only at the main office location). The Tenant understands that payment of rent is accepted with full reservation of rights and does not rescind current and/or pending legal action.

- Minimum Rent

The Tenant understands that KCDC charges a minimum rent of \$25. If income-based rent is less than \$25, the Tenant understands the set minimum rent must still be paid. If KCDC revises the minimum rent amount due to a change in federal guidelines and/or requirements, then at least a 30-day notice of the new minimum rent will be provided.

- Other Charges



In addition to the monthly rental payment, the Tenant agrees to pay charges for maintenance and repairs to apartment beyond normal wear and tear. The maintenance and repair charges will not exceed actual material costs plus labor costs as posted in the Management Office. Charges are due within 30 days of the date of the maintenance invoice.

- **Overdraft/Non-Sufficient Funds Fees**

A fee shall be charged to the Tenant account for any payment returned for non-sufficient funds equal to the fee charged by the financial institution to KCDC.

- **Unpaid Rent/Legal Charges/Attorney Fees/Costs**

If my rent or other charges remain unpaid for 30 days, a Detainer Warrant will be issued and a court date will be set. I understand if I fail to pay, in full, the amount of judgment obtained by KCDC, management will seek a Writ of Possession, which will result in the removal of my personal property from the apartment (Set Out). I understand failure to pay rent on time twice within a 6-month period may lead to eviction and loss of my apartment.

- **Legal Charges**

Charges from the Detainer Warrant, Writ of Possession, and/or Set-Out will be added to my account based on court outcome. I further understand that after I move from the apartment, all remaining monies owed will be turned over to a collection agency.

- **Attorney Fees/Costs**

I understand reasonable attorney's fees and collection costs may be included in the amount owed. Future eligibility for affordable housing may be based, in part, on complete payment of all monies owed KCDC.

TENANT PROCEDURAL RIGHTS

- **Termination of Tenancy**

- The termination procedures for RAD conversions to PBRA will additionally require that management provide adequate written notice of termination of the lease which shall not be less than 30 days.
- If health or safety of other tenants, Management staff, employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction; or
- In the case of nonpayment of rent the notice period will be 14 days.

- **Termination of Assistance**

- In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

- **Grievance Process**

- In addition to program rules that require that Tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to Tenant-paid utilities, or a reduction in Tenant paid utility allowances, etc.), the following procedural rights will apply with the requirements of section 6 of the Act in conjunction with the KCDC Grievance Procedure.
- RAD properties require that:
 - Tenants be provided with notice of the specific grounds of the proposed Management adverse action, as well as, their right to an informal hearing with Management;
 - Tenants will have an opportunity for an informal hearing with an impartial member of the Management's staff within a reasonable period of time;
 - Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and/or evidence relied upon by Management as the basis for the adverse action. With reasonable notice to



- Management, prior to the hearing and at the Tenants' own cost, the Tenant may copy any documents or records related to the proposed adverse action; and
- Management must provide the Tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Management relied upon as the basis for the adverse action.
 - Management will be bound by decisions from these hearings, except if the:
 - Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing
 - The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
 - If Management determines that it is not bound by a hearing decision, the Management must promptly notify the Tenant of this determination, and the reasons for the determinations.

RULES

- Management reserves the right to make such other reasonable rules which may from time to time be needed for the safety, care, and cleanliness of the premises and/or the preservation of good order therein.

SAFETY/SMOKE DETECTORS/FIRE HAZARDS

- The Tenant agrees not to disconnect, interfere with, cover or remove the smoke detector, fire extinguisher or carbon monoxide detectors, where applicable. The Tenant will report immediately to the Management Office any needed repair or malfunction.
- The Tenant agrees not to block hallways, sidewalks, doorways, stairs, stairwells, or elevators, and to avoid using these areas for purposes other than going in or out of the apartment or building. If a room has only one window, the Tenant must not block the window with an air conditioner, furniture, etc. Electrical cords, wires, phone lines, etc. must not create a tripping hazard.
- The Tenant agrees to abide by all applicable requirements of the building and housing codes that affect health and safety.
- The Tenant agrees to reasonably use all electrical, plumbing, sanitary, heating, ventilation, air conditioning, elevators, and other facilities or parts of the property.
- The Tenant agrees not to bring flammable or explosive-causing materials into the apartment. This includes, but is not limited to, motorbikes, acid-based vehicle batteries (except for handicap mobility devices), gasoline-powered equipment, kerosene heaters, propane gas, and fuel containers.
- The Tenant agrees to be careful to prevent fires and to report any fire immediately to 911 and then to the Management Office.
- The Tenant agrees to clean the apartment if it is damaged by smoke and to pay for any damages if the fire was caused by the Tenant, his/her family, or guests.

SECURITY DEPOSITS

- KCDC accepts security deposits from tenants. Security deposits are due at or before lease signing. The amount of security deposit is equal to the greater amount of monthly Total Tenant Payment (TTP) or \$50.
 - KCDC will use the Security Deposit at the termination of this Lease for the following purposes:
 - To be applied to unpaid rent or other charges I owe at the termination of my lease.
 - To reimburse costs of repairing any intentional or negligent damages to the



unit caused by me, my household members, guests or visitors.

- The Security Deposit may not be used to pay rent or other charges while I occupy my unit and it will not be refunded until KCDC has inspected the unit.
- Unit inspections are retained in my file and available from my management office upon request. I understand I have a right to request to accompany my management staff at any unit inspection.
- KCDC shall provide to me, within 30 days, a written statement of any costs for damages or other charges deducted from the Security Deposit. Any portion of the Security Deposit remaining will also be returned to me at that time to the forwarding address I have provided.
- Refunds of Security Deposits not claimed within 90 days of the written statement will be considered unclaimed and will be transferred into a separate account, at which time I no longer have claim to funds, nor does any person claiming the funds on my behalf.

UNIT ASSIGNMENT

- The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards in the Tenant Selection Plan attachment to these rules. The standards include consideration of unit size, relationship of family members, age and sex of family members, KCDC preference system and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
 - Move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
 - Remain in the same unit and pay the HUD-approved market rent.

UTILITIES

- The utility allowance (if applicable) for this property is posted in the Management Office.
- The Tenant understands that if renting a property where KCDC does not supply electricity, gas, or water and sewer services, an allowance will be established based on the size and type of apartment.
- At all locations, a range and refrigerator are provided by KCDC at no charge.
- The Tenant understands that choosing to use non-KCDC, personally-owned appliances means they take responsibility for keeping them in good working condition at all times.
- Where connections exist, a washer and dryer are allowable with proper installation and venting. A surcharge may be added to the monthly rent for additional appliances such as a freezer.
- The Tenant understands that KCDC may provide a utility allowance as shown at the top of this Lease. Any utility charges over this amount will be the Tenant's responsibility to pay in order to maintain a current utility account. The Tenant understands the utility account with KUB must be in the Tenant name with current service at all times during the term of this Lease. Failure to maintain a current account with KUB will result in eviction from the apartment.
- The Tenant will be asked annually to either provide monthly utility statements, or sign a release allowing KCDC to access utility information from the local utility company.

VIOLENCE AGAINST WOMEN'S ACT PROVISIONS

Based on the provisions of the Violence Against Women's Act (VAWA) of 2005 and Reauthorization Act of 2013, Management will protect Tenants and family members of Tenants who are victims of domestic violence, sexual assault, dating violence, or stalking from being denied, evicted or terminated from housing assistance based on acts of such violence against them. At lease signing, Management will have Tenants execute the VAWA Lease Addendum (HUD form 91067.)

When responding to an incident or incidents of actual or threatened domestic violence, sexual assault, dating violence or stalking that may affect a current Tenant's participation, Management will request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD Form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, whereby the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse, along with any available documentation of the abuse.

In lieu of a certification form, or in addition to the certification form, a Tenant may provide one of the following: (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

If the individual does not provide the form HUD Form 5382 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by Management, none of the protections afforded to the victim of domestic violence, sexual assault, dating violence or stalking will apply. Management will therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions.

All information provided to Management relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Management will retain all documentation relating to an individual's domestic violence, sexual assault, dating violence or stalking in a separate file that is kept in a separate secure location from the other Tenant files.



I have read and received a copy of the Community House Rules and agree to abide by these policies and procedures. I understand management at any time can make revisions.

MANAGEMENT AGENT

TENANT (HEAD OF HOUSEHOLD)

TITLE

TENANT

TENANT

TENANT

TENANT

DATE

