

DHA, RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

Part 1: The part of the Lease that is specific to the individual Tenant

This part, with Part II of this Lease, is executed by and between Tenant and DHA, and includes the following information specific to each family's circumstances:

- Identity of all members of Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by DHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to Tenant at the time of admission.

"Dallas Housing Authority, DHA or Agency" means both the Dallas Housing Authority and its duly contracted management companies and their employees acting in an official capacity.

"Tenant" means the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

"Family Member(s)" means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in DHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Household Member(s)" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, or Live-in Aides **ONLY** and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized Tenant" and/or "Tenant family".

"Other person under the Tenant's control" means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has expressed or implied authority to so consent on behalf of the Tenant.

"Dwelling Unit" means the unit occupied by the Tenant and/or Tenant family (also called "household members").

"Premises" or **"Property"** means all of the property owned or operated by DHA directly or indirectly to include, but not limited to, stairways, landings, hallways, elevators, community rooms and solariums.

Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

PART 1 of the RESIDENTIAL LEASE

1. **THIS LEASE AGREEMENT** is executed between the Dallas Housing Authority (hereinafter "DHA"), and _____ (hereinafter "**Tenant**").

Date of Lease (Original Move-In Date)	Beginning	End	Annual Review Date	Monthly Rent	Security/Pet Deposit

2. **Unit:** DHA, relying upon the representations of Tenant as to Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address _____ Apartment No. _____

City _____ State _____ Zip Code _____

Development _____ Management Office _____

3. **Authorized Family and Household Members:** Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth Date	Relationship	Social Security Number
		Head	

4. **Initial Pro-rated Rent:** If prorated for a partial month, rent shall be \$ _____.

5. **Utility Reimbursement:** If applicable, Tenant shall receive \$ _____ from DHA for a partial month's Utility Reimbursement, beginning on _____ and ending at midnight on _____. After the initial pro-rated amount, Tenant shall receive \$ _____ per month. Utility Reimbursements may be paid by DHA to the applicable Utility supplier on Tenant's behalf.

6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$ _____ per month, shall be payable in advance on the First day of each month. Tenant has selected the following monthly rent, as checked and initialed by Tenant:

income-based rent \$ _____ flat rent \$ _____

7. **Rent Payments:** Rent payments must be submitted in a DHA approved method including but not limited to ACH direct Deposit or mailing to DHA's lockbox using the envelope provided with the rent statement:

8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to Tenant or by executing a new Lease Contract.

9. **Security Deposit: Tenant agrees to pay \$** _____ **as a security deposit in accordance with the Terms and Conditions of this Lease.**

10. Utilities and Appliances:

a) **The following utilities are furnished and paid by DHA, as checked below:**

Heat Water Sewer Service Electricity Gas

b) **The following utilities are paid for by the Tenant, as checked below:**

Heat Water Sewer Service Electricity Gas

c) **The following appliances are supplied by the Tenant, as checked below:**

Stove Refrigerator Washer Dryer Other

11 **Utilities Allowances Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, DHA shall provide Tenant with a Utility Allowance in the monthly amount of \$ _____ Tenant is responsible for connecting utilities in the name of an adult family member and making timely payments directly to the utility supplier. DHA reduces each family's rent by deducting the "utility allowance" to permit the family to make timely utility payments. If Tenant fails to make timely utility payments and the utility supplier stops billing Tenant and either disconnects Tenant's service or begins billing DHA, DHA will issue Tenant a lease termination notice and DHA will evict Tenant. Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If Tenant pays for utilities, by his/her signature below, Tenant agrees to sign a third-party notification agreement with the utility company so that DHA will be notified if the Tenant fails to pay the utilities. **Tenant failure to pay for utilities is a serious lease violation and grounds for lease termination.** DHA may also require the resident to purchase utility service from DHA's provider of choice.

12. **Utility Allowances, Check-Metered Properties:** At properties that have check-metered utilities, DHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by DHA at the development.

Water: _____ gal. Sewer _____ Electricity _____ KW Gas _____ Kcubft

13 **Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires Tenant to assume the following responsibilities: _____

14. **Accessible Features:** Tenant has requested the following accessibility feature(s) that DHA will provide following verification of need based on disability:

- | | |
|---|---|
| <input type="checkbox"/> A separate bedroom | <input type="checkbox"/> Unit for Hearing-Impaired |
| <input type="checkbox"/> A fully accessible apartment | <input type="checkbox"/> BR Bath on 1 st floor |
| <input type="checkbox"/> One-level unit | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Unit for Vision-Impaired | _____ |

15. **Alternate form of communication or accessible format for written notices:** Tenant has represented to DHA the need for the following alternate form of communication or accessible format: _____

EXECUTION AND CERTIFICATION

By signature below, Tenant agrees to the Terms and Conditions of Parts I and II of this Lease Agreement, including the attached House Rules. By the signature, below, Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to DHA before execution of the Lease or before DHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to DHA before and during the Lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, Tenant understands that the Lease may be terminated or the rent retroactively increased.

 Tenant (Authorized Head of Household) Date

 Spouse or Co-head of Household (if applicable) Date

 Other Adult Family member (if applicable) Date

 Property Manager Date

 Witness Date

ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, DHA has provided Tenant with the following attachments and information:

- | | |
|---|--|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> DHA Pet Policy | <input type="checkbox"/> Curfew and vehicle parking |
| <input type="checkbox"/> DHA Grievance Procedure | <input type="checkbox"/> Guests procedure |
| <input type="checkbox"/> Summary of Texas law on Truancy | <input type="checkbox"/> Move-in and Move-out procedures |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Hardship Exemption |
| <input type="checkbox"/> Fair Housing/504 Information Sheet | <input type="checkbox"/> Disposition of security deposit |
| <input type="checkbox"/> House Rules, if applicable | <input type="checkbox"/> Tenant Orientation information |
| <input type="checkbox"/> Third-Party Utility Form | <input type="checkbox"/> Maintenance charges |
| <input type="checkbox"/> Security Deposit Amount | <input type="checkbox"/> Smoke Detector Safety |
| <input type="checkbox"/> Care of Grounds | <input type="checkbox"/> Collection procedure |
| <input type="checkbox"/> Community Service Requirements | <input type="checkbox"/> Community Resource Guide |
| <input type="checkbox"/> Importance of Renter's Insurance | <input type="checkbox"/> Crime Prevention Lease Addendum |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

 Tenant Date Co-head of Household (if applicable) Date