

RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

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

This DHA, *Housing Solutions for North Texas*, (“DHA”) Residential Lease Agreement, Part I and Part II, (“Agreement”) is executed by and between Tenant and DHA on the date reflected by signatures below, and includes the following information specific to each family’s circumstances:

- Identity of all members of Tenant’s 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 and informational materials provided to Tenant at the time of admission.

“**Dallas Housing Authority, DHA or Agency**” means both DHA, *Housing Solutions for North Texas* and its duly contracted management companies and their employees acting in an official capacity.

“**Dwelling Unit**” means the unit occupied by the Tenant and/or Tenant family (also called “household members”) as identified in Part I Section 2 of this Agreement.

“**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.

“**Guest**” means a person temporarily staying in or visiting the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The tenant is responsible for the actions of their guests.

“**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.

“**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.

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

Client Number _____

PART 1: RESIDENTIAL DETAILS AND RESPONSIBILITIES OF THE LEASE

1. **THIS AGREEMENT** is executed between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (hereinafter “DHA”), and _____ (hereinafter “**Tenant**”).

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security/Pet Deposit
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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 or quarterly if value of is than \$15 or less per month and Tenant does not request to be paid monthly. DHA Utility Reimbursements may be paid by DHA to the tenant or to the applicable Utility supplier on Tenant’s behalf by check or debit card.

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. The security deposit shall not exceed one month's rent.

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 Tenant's 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's failure to pay for utilities is a serious lease violation and grounds for lease termination.** DHA may also require the Tenant 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 _____ Sewer _____ Electricity _____ Gas _____

- 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"/> Bed Room & 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: _____

LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (called "DHA" or the "Agency") and Tenant named in the Contract (called "Tenant").

DHA, relying upon data provided by Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit, all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part I of the Lease, to be executed by the Tenant and DHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

- (a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Part 2, Section 19 of this Lease. The Lease shall automatically be renewed for successive terms of one year. Month to Month leases and month-to-month renewals are not permitted.
- (b) At admission and each annual recertification, Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly gross income, but never less than the DHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of DHA's developments.
- (c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher income-based pro-rated rent based on the percentage of members who are eligible for housing assistance.
- (d) In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- (e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by DHA in accordance with Part 2, Section 7 of this Lease. The amount of the rent shall be determined by DHA in compliance with HUD regulations.
- (f) Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th business day of the month.
- (g) Failure to pay rent on time is a serious lease violation and grounds for lease termination, however, DHA shall not penalize the Tenant when Tenant's rent is not paid on time as a result of government assistance not sent on time. Child support payments, regardless of the source, are not considered government payments.**
- (h) Three late payments within any 12-month period shall be considered repeated late payments and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment, if Tenant relies on government payments as a sole source of income.**
- (i) DHA shall use the date of Tenant's postmarked envelope, rather than the date rent is actually received in DHA's lockbox to determine whether rent is timely or late.**

2. Notice of Rent Adjustment

- (a) When DHA increases the amount of the rent, DHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase so long as the change was reported within 10 days and requested documents were provided timely
- (b) If rent decreases, DHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

- (a) In addition to rent, the Tenant may be responsible for the payment of other charges. The Notice of Charge(s) shall advise the Tenant that the Tenant has the right to an explanation of rent and non-rent charge(s) on the Tenant's ledger.
- (b) Non-rent charges shall not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge and an explanation on how to dispute the charge through the grievance process.
- (c) For non-payment of rent lease terminations, the Tenant's ledger will be attached to the notice of lease termination, and DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction.
- (d) Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given. Tenant may be given an opportunity to enter into a reasonable payment arrangement based upon Tenant's adjusted income and payment history.
- (e) **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination. All payments received will first apply to the oldest balance on the account, before any current charges are credited (including charges for rent).**
- (f) Charges in addition to rent can include but are not limited to:
 1. Excess Utility Charges: In properties where utilities that are not billed directly to Tenant, DHA will bill Tenant monthly for utility usage in excess of the usage amount allowed at check-metered developments or for the use of major Tenant-supplied appliances at developments without check meters. There are no excess utility charges for those utilities Tenant pays directly to the utility supplier unless DHA pays utility charges on a Tenant's behalf.
 2. Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's pet(s), or guests. Tenant will also be charged for services or repairs requested by Tenant that are not related to normal wear and tear on the unit. When such charges occur, Tenant shall be charged for such service, in accordance with the Tenant Damage Fee Schedule (see Attachment A)
 3. Insufficient Funds Charge: A fee of the greater of \$35 or the amount charged by the bank will be charged to the Tenant for any check to DHA written by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
 4. Late Fees: A one-time monthly charge of \$15¹ after the day specified in Part 2, Section 1(f) of this Lease will be due and payable for all rent not paid in a timely manner.

The Tenant may submit a request to DHA for an accounting of the fees associated with the Tenant's account.

¹ Tenant will not be charged a monthly late fee that exceeds 10% of their rental payment in accordance with the Texas Property Code Section 92.019. If the \$15.00 monthly late fee charge exceeds 10% of the Tenant's monthly rental payment, the monthly late fee charged against Tenant's account will be 10% of the Tenant's monthly rental payment.



4. Payment Location

Rent and other charges shall be paid by mail to the lockbox using the envelope included with the rent statement. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to DHA.

Tenants also have the option of enrolling in a direct monthly withdrawal program from a savings or checking account of their choice. Tenants who enroll in a direct withdrawal program will have balances owed debited from their account on the fifth day of the month, but if the fifth falls on a weekend or holiday, the debit will take place on the next business day.

5. Security Deposit

- (a) The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families, the amount of the security deposit shall be the greater of \$100.00 or one month's rent. For non-elderly/non-disabled families the amount of the security deposit shall be the greater of \$200.00 or one month's rent. The dollar amount of the security deposit is noted in Part 1 of this Lease.
- (b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy. Assistive animals required by Tenants with disabilities are not considered pets and do not require a pet deposit or pet fee.
- (c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet deposit, although Tenant will be required to pay in full all amounts for damages to the original unit beyond reasonable wear and tear.
- (d) DHA will use the Security Deposit when the Tenant leaves the program for the items listed below:
 1. To pay the cost of any rent or charges that are due; and,
 2. To reimburse DHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's pet(s), guests or other persons beyond the tenant's control, beyond reasonable wear and tear.
- (e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the Tenant has vacated the unit and Management has inspected the unit to determine whether maintenance charges will be made.
- (f) After any deductions are made, DHA shall mail to the forwarding address provided by Tenant, within 30 days of Tenant vacating, an itemized statement listing any unpaid rent, damages allegedly caused to the premises and cost of repair, any remaining Security Deposit and a statement of resident rights to dispute. If DHA does not provide a written description and itemized list of damages and charges, the agency forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises DHA is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives DHA a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to the landlord.

6. Smoking

- (a) Beginning with the execution of this lease smoking is not permitted on DHA premises. This includes:
 1. Individual apartment units and homes;
 2. Hallways, stairways and elevators;
 3. Community rooms, mailrooms, craft rooms and all other community space;
 4. Smoking is not permitted within 25 feet of any DHA buildings.
- (b) Each tenant is responsible for ensuring that tenant, tenant family members, household members,

guests and other persons on the premises with the permission of tenant refrain from smoking anywhere on DHA premises other than outdoors more than 25 feet from a DHA building.

- (c) **Failure to comply with the smoking ban is grounds for lease termination.**

7. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

- (a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
1. The status of each family shall be re-examined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 120 days. Families who have chosen Flat Rent will have their incomes re-examined every three years, but are still required to have their unit size and family composition re-examined annually.
 2. Tenant must supply DHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity committed by household members and appropriateness of dwelling size.
 3. All adult members of the household and Live-in Aides, if any, must be present during the reexamination meeting to sign releases for required documentation.
 4. Tenant agrees to comply with reasonable DHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by DHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
 5. Tenant agrees and gives permission to DHA to conduct a criminal background check on Tenant and all Household Members who are 18 years of age or older and all emancipated minors in the household at least once each year. Criminal conduct may subject Tenant and household members to eviction if any Tenant / household member is found in violation of Part 2, Section 12 of this Lease.
 6. After Tenant or a family/household member has been admitted and/or executed this Lease, if DHA becomes aware, through a criminal background check or other means, that Tenant or a family /household member was not eligible for admission into the DHA Public Housing Program at the time of admittance, this Lease shall be terminated.
 7. **Failure to supply requested information and/or misrepresentation of the information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
 8. During the annual re-examination, Tenants will be given the choice between paying:
 - a. rent based on income; or
 - b. a flat rent based on the value of the dwelling unit.
 9. DHA shall notify each family in writing via Rent Café, E-Mail and mail, or by paper notification if requested, of the dollar amount of these two rent amounts.
 10. To comply with Annual Re-examination requirements, DHA shall give Tenant reasonable notice of what action(s) Tenant must take and the date by which any such action must be taken for compliance under this section.
 11. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
 12. DHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
 - a. failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
 - b. welfare fraud.
 - c. In either of the cases under this section, Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
 - d. If Tenant challenges the welfare program grant reduction, the requirements of paragraph



12 shall not take effect until the results of the challenge are known.

13. Failure to comply with annual re-examination requirements or misrepresentation of income or qualification for deductions or criminal history is a serious lease violation and grounds for lease termination.

(b) Interim Re-examinations: The components of interim re-examinations are as follows:

1. Between annual re-examinations, **all** changes in household composition must be reported. Certain changes require advance approval by DHA. **Tenants must report the following changes of household composition and income in Rent café or to the property manager within ten (10) calendar days of the occurrence:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by DHA **before the changes of household composition are made**. See Section 12 of this Lease for details.
 - c. **Failure to report changes in income within ten (10) days may result in termination of the lease.**
2. **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
3. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family who has experienced an increase in their earned income. Tenants must report timely in accordance with Section 7(c) (1), in order to ensure full benefit of income disallowance.
4. DHA will process an interim reduction in rent if Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
5. Between annual re-examinations Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
6. DHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
7. **Tenant paying flat rent or minimum rent must request the hardship exemption.**

The following circumstances would constitute a hardship for Minimum or Flat rent payers:

 - a. Tenant experiences a loss income that will last more than 30 days;
 - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
 - c. A person with income leaves Tenant's family;
 - d. There is a death in Tenant's family;
 - e. Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
8. Minimum rent payers will be granted an automatic 90-day exemption period. DHA will verify Tenant's hardship claim and, if Tenant does not qualify for a hardship exemption, DHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. DHA will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified, Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
9. DHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
10. Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that DHA can compute an accurate income-based rent.
11. If Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, Tenant is then subject to an Interim increase in rent if Tenant's income increases.
12. Public Housing tenants are required to request prior approval to add a member to their household. DHA will process an interim increase in tenant rent if Tenant receives DHA's permission to add an adult member with income to the lease;
13. Public Housing tenants are required to report, immediately (within 10 days), any changes in



- their household income to DHA. DHA will process an interim increase in tenant rent if Tenant's earned or unearned income increases with the exception of Social Security COLA increases this would be deferred until the next regular re-examination.
14. DHA will process an interim increase in rent, retroactively, if the DHA discovers that Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information to DHA is also grounds for Lease termination in accordance with Section 19 of this Lease.
 15. DHA will process an interim increase in rent if DHA verifies that a Tenant claiming zero income actually received either monetary or non-monetary income for that period.
- (c) **Effective Dates of Rent Changes:**
- Timely Reporting (Within 10 calendar days of the occurrence)
1. Decreases - 1st day of the month after the decrease in income is first reported to the Property Manager or Rent Café and verified by third party.
 2. Increases - 1st day of the second month following the increase in income.
- Late Reporting (After 10 calendar days of the occurrence)
3. Decreases - Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager or Rent Café. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
 4. Increases - Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
 5. Retroactive rent charges will be applied only if it is found that Tenant has misrepresented the facts on which the rent is based so that the rent Tenant is paying is less than the rent Tenant should have been charged; or is late in reporting in accordance with Section 7(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.
- (d) **Notice of Rent Adjustments and Grievance Rights:**
Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. Tenant may ask for an explanation stating the specific grounds of the DHA determination concerning rent, dwelling size or eligibility, and if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the DHA Grievance Procedures.

8. Utilities and Appliances

- (a) DHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of Part 1 of this Lease, DHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- (b) At some developments where DHA provides utilities, the utilities are check-metered at Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by DHA to the utility provider.
- (c) DHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of DHA. All appliances must be professionally installed by an Agency-approved contractor or by DHA maintenance personnel for a reasonable fee.
- (d) Tenant-paid utilities: If Tenant resides in a development where DHA does not supply electricity, gas, water, sewer service or trash collection, DHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of



dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to Tenant or the utility supplier each month or quarterly if the monthly amount of reimbursement is \$15 or less. Tenants who choose Flat Rents (not income-based rents) receive no utility allowance.

- (e) The Agency may change the Utility Allowance at any time during the term of the lease and shall give Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- (f) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- (g) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- (h) **When Tenant pays for utilities directly, failure to make timely payments to the utility supplier is a serious lease violation and grounds for lease termination.**

9. General Conditions for Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole domicile of Tenant's Household.
- (b) Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other authorized Tenant family/household members named in Part I of this lease. Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for Tenant and Tenant's family members named on the Lease.
- (d) DHA may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (e) If during the term of the Lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist Tenant, or a designated member of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 19 of the Lease.
- (f) Tenant must register guests who will stay in the unit overnight. Tenant shall have the right to accommodate overnight guests² or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If Tenant wishes any guest to remain longer than 14 calendar days in any twelve-month period, Tenant must submit a written request to the Property Manager asking for permission to extend the time period. Tenant shall not accommodate guest(s) who have been terminated from any DHA property or have been criminally trespassed from any DHA property.
- (g) DHA will not use guest registration information to run criminal history checks on adult guests unless DHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evidenced by complaints from other Tenants or law enforcement personnel.
- (h) **Failure to register guests or to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

10. Housing Transfers

Resident transfers from one unit to another may occur for a variety of reasons. Some are resident initiated while others are DHA initiated. There may arise emergency circumstances under which alternate accommodations for the Resident must be provided, that may or may not require a transfer. The Resident may request a transfer to a different unit as a reasonable accommodation or an VAWA request. DHA has established the following procedures to manage all transfer requests. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency transfers are certain situations that present life threatening or hazardous conditions that require emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by DHA. Emergency transfers are mandatory, and are not subject to the 'good standing rule'. Examples of emergency transfers are: Physical hazards to the unit, such as fire damage, gas leak, lack of water, lack of heat during winter season, toxic contamination and serious water leak. Victims of VAWA may also qualify for an emergency transfer. **24 CFR § 966.4(h)**

- 1) DHA is not required to give prior notice of an Emergency Transfer.
 - 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the resident will be charged for the damages caused to the apartment and DHA may pursue lease termination if appropriate³. **24 CFR § 966.4(h)**
 - 3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.
1. Priority 1: DHA actions that require a unit to be vacated for physical hazards to the unit
 2. Priority 2: VAWA emergency request (optional transfer)
 3. Priority 3: Reasonable accommodations for residents with disabilities (optional transfer). 24 CFR § 8.4
 4. Priority 4: Administrative transfer for residents displaced because of DHA action involving demolition, disposition, revitalization or rehabilitation of dwelling units.
 5. Priority 5: New Admissions from the waiting list
 6. Priority 6: Occupancy standards for over housed and/or under housed (mandatory transfer) 24 CFR § 966.4(c)
 7. Priority 7: Split family transfer (optional transfer)
 8. Priority 8: Tenant-Incentive: These transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are recommended by their Property Manager to transfer to another unit in a different development or scattered site unit.

Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30-days written notice, or longer as provided in the Admissions and Continued and Occupancy Policy ("ACOP"). Exceptions may be made, such as when the transfer is in response to problems of a life-threatening nature; criminal threats of attack; documented domestic violence; and witness protection orders.

Under the Emergency and Mandatory Transfer categories, Tenants are required to transfer to another unit. An exception is only for Reasonable Accommodation Requests and Victims of Domestic Violence when a unit is declined for 'good cause' as outlined in DHA's transfer procedures.

Transfers as a result of physical hazards, Victims of Domestic Violence Act, Reasonable Accommodation Requests and mandatory transfers for demolition, disposition, revitalization or

³ Resident may challenge any charges for damages by using the DHA Grievance Procedure.

rehabilitation will not be subject to the 'Good Standing Rule'.

DHA will pay moving costs associated with the transfers it initiates, reasonable accommodations for a disability-related need for a transfer, and for tenants without disabilities who occupy a housing unit with hearing/vision features or a mobility features who are required to relocate in order to make a housing unit available to person(s) with disabilities.

DHA will not pay moving expenses for transfers due to changes in family size (overcrowding and over housing), or change in income tier.

In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable moving expenses, including the cost of disconnecting and reconnecting utilities. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.

- (a) **Failure by Tenant to comply with a mandatory transfer without good cause is grounds for Lease termination.**

11. DHA-initiated Lease Terminations for Public Housing Properties

DHA or its manager shall terminate the lease only for non-compliance with U.S. Department of Housing and Urban Development (HUD) regulations, substantial lease violations or repeated violations of the lease that disrupt the livability of the community, adversely affect the health, safety, or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the community, or have an adverse financial effect upon the community, or failure to carry out obligations under the State of Texas Property Code or other good cause (only at the expiration of the lease term).

- (a) Over Income:

1. HUD regulations published January 31, 2023, implementing section 103 of HOTMA, requires public housing agencies to terminate or charge an alternative rent to families whose income exceeds the public housing program maximum income limit for two consecutive years. HUD partially implemented this provision of HOTMA in 2018, and is requiring the provisions to be fully implemented in 2023.
2. HUD established Over-Income limits for public housing residents. The Over-Income limits are updated by HUD annually. HOTMA established the threshold for over-income limits at 120% of the area median income (AMI). HUD's regulation uses the Very Low Income limit as the basis for the 120 percent income limit by multiplying the published Very Low Income limit by a factor of 2.4.
3. Residents whose household income exceeds the HUD income limits are given notice of a 24-month grace period during which, if their income should fall below the HUD income limit, these provisions do not apply.
4. Residents whose income exceeds the HUD income limit known as the "over-income limit" shall be issued a written notice when they first become over-income and again 12-months after they first become over-income, and finally, 24 months after they become over-income. The notice shall inform the resident that they will be required to find other housing and move out of their public housing unit six months after the 24-month grace period.
5. If a PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's

income a year later. PHAs must provide written notification to the family if the family's income continues to exceed the over-income limit one year after the initial over-income finding by the PHA. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

12. DHA Obligations

DHA is Obligated:

- (a) To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity and/or familial status.
- (b) To affirmatively further fair housing in the administration of its public housing program.
- (c) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
- (d) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (e) To make necessary repairs to the dwelling unit. DHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to DHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to DHA and deduct the reasonable cost of repair up to one month's rent or \$500; or the right to file suit in JP Court.
- (f) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by DHA. In multi-story buildings, DHA agrees to keep the stairwells clean and free of debris.
- (g) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant in accordance with Part I, Section 11 of this Lease. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (h) To notify Tenant of the specific grounds for any proposed adverse action by DHA, and when applicable, to give Tenant an opportunity for a hearing under the DHA Grievance Procedures.
- (i) To post in the DHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- (j) To inspect the Premises with Tenant or Tenant's representative before Tenant moves in and to give Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when Tenant moves out and give Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- (k) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, DHA will provide reasonable accommodations. DHA may, depending on the circumstances, provide either structural

modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. DHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.

- (l) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (m) To ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided, at no cost, appropriate auxiliary aids and access to means of effective communication.
- (n) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

13. Tenant's Obligations

Failure by Tenant to comply with these Tenant Obligations is grounds for termination of this Lease. Tenants, their family members, guests and other persons under the control of Tenant are obligated:

- (a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with DHA; Not to give accommodation to long-term guests without the express written consent of DHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the DHA of any additions to the household by birth, adoption, a kinship care arrangement, or Court-awarded custody; and to refrain from permitting other persons to join the household without first undergoing screening by the DHA.
- (b) To advise DHA in writing if they will be absent from the unit for more than 7-days, which is considered an extended absence. Residents shall notify the manager in writing, secure the apartment, and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an extended absence is grounds for termination of the lease.
- (c) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow DHA to make necessary inspections of Tenant's dwelling unit; To maintain the premises assigned to Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized Tenant members, guests and other persons under the control of Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development, or causing any other disturbance.
- (d) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to Tenant in a neat and orderly manner; and to pick up and remove trash assigned to Tenant's. Upon written approval by DHA's Disability Rights Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- (e) Not to obstruct sidewalks, areaways, galleries, passages, elevators, hallways or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- (f) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- (g) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.
- (h) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this Lease. Violation of a deed restriction shall put Tenant in default of this lease and the DHA may terminate the lease.
- (i) Not to disconnect, disable or remove the batteries from any smoke detector or carbon monoxide

detector and to replace batteries when needed. Not to remove any fire extinguisher from unit and to promptly notify DHA once fire extinguisher has been discharged.

- (j) To notify DHA promptly upon observing vermin or when repairs are needed to the premises.
- (k) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (l) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Tenant, household members, guests or other persons under Tenant's control.
- (m) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (n) To make no alterations or repairs or redecoration to the exterior and interior of the dwelling unit or to any part of the property, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of DHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of DHA without compensation.
- (o) To make no changes to locks. Tenant cannot install anti-theft devices without DHA's written approval. Alteration/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited.
- (p) To refrain from having a waterbed on the premises.
- (q) To abide by the necessary and reasonable regulations and house rules established by the DHA, for the benefit and wellbeing of the housing development and Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged be familiar with these rules and regulations. **Violations of DHA regulations and House Rules constitutes a violation of the lease and may result in lease termination.**
- (r) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- (s) To act and cause authorized Tenant members, guests and other persons under Tenant's control to act, in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other persons.
- (t) To refrain from inviting on to the Premises anyone, who (a) has been issued a trespass warning, (b) has been evicted from a DHA unit or terminated from the DHA Voucher program, or (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and/or peaceful enjoyment of the development by other persons.
- (u) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 1. Engaging in any activity, including physical and/or verbal assaults, that threatens the health, safety or right to peaceful enjoyment of DHA's premises by other Tenants or their guests, DHA employees, agents of DHA, or other persons;
 2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants or their guests, DHA employees, or other persons. Engaging in any drug-related criminal activity on or off DHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.
 3. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this Lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted or capable of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a



- club, explosive weapon, firearm or knife as those terms are defined in Section 46.01 of the Revised Texas Penal code. This also prohibits the use of any BB gun or pellet guns on DHA property or any weaponized objects; and
4. Causing any fire on DHA premises, either intentionally or through negligence or careless disregard.
 5. Owning or possessing illegal weapons on DHA property;
 6. A criminal conviction is not needed to demonstrate serious violations of the Lease.
- (v) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of any federally assisted housing, the lease shall be terminated immediately.**
- (w) **If Tenant, household members, guests or other persons under Tenant's control are subject to, but not limited to lifetime, registration requirement under any Sex Offender registration laws, the lease shall be terminated immediately.**
- (x) To keep dogs, cats, or other common household animals on the premises, only in accordance with DHA's Pet Policy. The Pet Policy requires DHA's prior written consent and approval of a pet application, including all Reasonable Accommodation animals, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health, refraining from disturbing neighbors, and hygiene. **Violations of the Pet Policy, including the Reasonable Accommodation Animal Addendum, may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- (y) All animals, including reasonable accommodation animals, must be caged or on a leash accompanied by the owner during all maintenance and inspections in the unit.
- (w) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, remain in good standing at school and to ensure that minor children do not violate the Curfew Policy.
- (x) To comply with the DHA's Community Service requirements as stated in Section 23 of this Lease.
- (y) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- (z) Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination.
- (aa) The use or possession of fireworks on DHA property or within 10 feet of the DHA structure is strictly prohibited.
- (bb) Swimming pools, Spa's, trampolines and bounce houses are prohibited on DHA property.

14. Changes in the Household

- (a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a Court will automatically be added to the Lease upon notification by Tenant to DHA. When the addition of a child or children overcrowds the unit in which Tenant is residing, Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- (b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides, require the prior written approval of DHA. DHA will approve the addition of an adult

- family or household member only when that individual passes screening, is not currently residing in a HUD assisted unit, and does not overcrowd the family in the unit they currently occupy.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused⁴. A Live-in Aide is a person who resides with Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of Tenant, is not obligated for the support of Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members. An individual who is already a member of the family will not be approved as a Live-in Aide since such an individual cannot meet the Federal regulatory standard of one “who would not be living in the dwelling unit except to provide the required services”.
 - (d) DHA shall approve or disapprove a Tenant’s request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of DHA or Tenant.
 - (e) Authorized Tenants or family members who move out of the dwelling unit, for any reason shall be reported by Tenant to DHA in writing, within 10 days of the occurrence.
 - (f) Remaining family members. If the head of household dies or leaves the unit for any reason, other than for an authorized unit transfer, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
 1. The remaining household members fail to inform DHA within 10 days of the death or departure of the former head of household;
 2. There is no family member qualified to sign a new lease, or
 - i. after the remaining family member’s approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
 - ii. The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
 - iii. The family fails to notify the DHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the DHA, except as provided in Section 13(b).
 - (g) DHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, DHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet DHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) (f) and (g) of this section. will be charged for any arrearages incurred by the former head of household. DHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
 - (h) If this Lease is an extension of occupancy by Tenant's household under a prior Lease or Leases with DHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

15. Entry of Premises During Tenancy

- (a) Upon applicable and/or reasonable notice, any employee, or contractor of DHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of

⁴ DHA must verify that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person must be obtained from the tenant’s physician, psychiatrist or other medical practitioner or health care provider.



performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.

- (b) When Tenant calls to request maintenance on the dwelling unit, DHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for DHA to enter the unit and perform the maintenance. If Tenant is not at home when DHA performs requested maintenance, DHA shall leave a copy of completed work order in the unit.
- (c) For reasons other than emergencies or requested maintenance, DHA shall give all Tenants a minimum 48 hours' written notice that DHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- (d) DHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, DHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

16. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) **DHA Responsibilities and Services:** DHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, DHA shall offer Tenant decent, safe and sanitary alternative accommodations.
- (c) If repairs cannot be made by DHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control.
- (e) If Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and Tenant refuses to leave the unit until it is repaired, Tenant's lease may be terminated.
- (f) **Tenant Responsibilities:** Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants. Tenant shall allow DHA reasonable time to repair and/or remedy the condition beyond the tenant's control after DHA has received notice from tenant. Tenant's failure to allow DHA to repair and/or remedy the condition beyond the tenant's control is a material breach of this lease agreement and a violation of the Texas Property Code.
- (g) Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) DHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of DHA, the DHA's representatives or agents.
All accidents involving injury or loss of property to Tenant authorized members, Tenant's pet(s) or guests must be reported, in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the DHA with respect to said damages or injury.



17. Inspections

- (a) Move in Inspections: DHA and Tenant or Tenant's representative shall inspect the dwelling unit before occupancy. DHA may photograph the unit at the move-in inspection or at any subsequent inspection. DHA shall give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by DHA and Tenant or Tenant's representative and a copy of the statement will be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by DHA at no charge to Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If DHA fails to correct the deficiencies within ten (10) business days of the move-in, Tenant may exercise the remedy described in Section 15(c).
- (b) Annual Inspections: An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
- (c) Besides the UPCS inspection, DHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. DHA will provide Tenant with a written statement regarding dwelling unit conditions. Further, DHA shall request work orders for all items found to be in disrepair.
- (d) DHA will use the annual housekeeping inspection to assess Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, DHA will notify Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions. If there are immediate health and safety concerns for DHA residents and staff, DHA will notify the Tenant in writing of the immediate measures and time frame to abate the unsatisfactory conditions. Failure to abate the unsatisfactory conditions specified in writing may result in lease termination.
- (e) Interim Inspections: DHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- (f) Move-out Inspection: After the mandatory Move Out Notice is delivered to management from the tenant, DHA will inspect the dwelling unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. In order to protect Tenant's rights, Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to DHA.
- (g) All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
- (h) Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

18. Parking and Motor Vehicles: Tenant agrees:

- (a) To refrain from parking any vehicles in any right-of-way or fire lane, on lawns or other DHA property not designated for parking purposes.
- (b) Not to drive on DHA property unless Tenant has a current driver's license.
- (c) To bring onto DHA property only vehicles that are insured and registered through the Texas Bureau of Motor Vehicles.
- (d) To register all vehicles⁵ driven by Tenant with the property manager and display the parking decal on the windshield of the Tenant's vehicle, if applicable.
- (e) To park in parking spaces available for Tenant Parking only (not in parking spaces marked for visitor spaces, or designated parking for persons with disability unless Tenant displays a

⁵ Motor Vehicles, which includes an automobile, or motorcycle per adult listed on the lease is permissible.

- license plate or card issued by the TX DMV for persons with disability).
- (f) Not to bring any vehicle onto DHA property unless Tenant has registered with manager the make, model, color, year, license number, and state of registration of the vehicle to be parked.
 - (g) To remove any inoperable or unlicensed vehicle as described above. If not removed by Tenant, these vehicles will be removed from DHA property at Tenant's expense.
 - (h) Not to carry out automobile repairs or wash automobiles on DHA property.

19. Notice Procedures

- (a) Tenant Responsibility - Any notice to DHA must be in writing, emailed or delivered to the Management Office or to DHA's central office personally or sent prepaid first-class mail, properly addressed.
- (b) DHA Responsibility - All notices to Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by Tenant. Notices will also be available in languages required in LEP Procedures.
- (c) Texas Property Code 24.005 Notice to Vacate Prior To Filing Eviction Suit (f), except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to Tenant or any household member who is at least 16 years of age or older of the Tenant's household, affixing the notice to the inside of the main entry door, or sent by first-class mail.
- (e) Unopened and/or cancelled first class mail returned by the Post Office shall be sufficient evidence of notice, whether signed or unsigned.

20. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by DHA and Tenant:

- (a) Tenant may terminate this Lease at any time by giving 30-days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to DHA before leaving. The security deposit may not be used for the rent or other charges.
- (b) Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting Tenant against family violence from an occupant of the Premises. DHA is prohibited from collecting rent or enforcing this Lease if Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- (c) Tenant may cancel this Lease and vacate the Premises without liability for further rent if Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- (d) DHA may terminate this lease only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include, but are not limited to, failure to make payments due under the Lease, or failure to make payments to a utility supplier when the utility connection is in Tenant's name, and/or failure to fulfill Tenant obligations set forth above. A Tenant who submits a late rental payment three times within a twelve-month period will be subject to termination of the lease.
- (e) If, after execution of this Lease DHA becomes aware through a criminal background check or other means that the Tenant or a family/household member has been involved in criminal conduct, in

violation of Part 2, Section 12, while under a prior DHA Lease Agreement, this Lease shall be terminated.

(f) The Lease may also be terminated if:

1. **Tenant or any member of the household fails to provide, within 10 days of the change, notification of income changes or family composition or tenant fails to provide complete and accurate information about income, deductions from income, family composition, family circumstances or past criminal activity when requested to do so by DHA;**
2. **Tenant permits an unauthorized occupant to reside in the unit who has not satisfied the screening requirements established by DHA;**
3. **Tenant violates DHA's requirements related to registering visitors;**
4. **Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol;**
5. **Tenant, household member, tenant's guests, family members or other persons under the control of tenant smoke on DHA property in violation of federal regulations;**
6. **Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law;**
7. **There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or persons residing in the immediate vicinity of the premises; or**
8. **There is any drug-related criminal activity on or off the premises engaged in by Tenant, any member of the household, a guest, or another person under Tenant's control. DHA will not be required to prove that Tenant knew, or should have known, that the member of the household, guest, or another person under Tenant's control was engaged in the prohibited activity.**

- (g) In deciding to evict for criminal activity, DHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, DHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. DHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- (h) DHA will not evict Tenant for criminal activity when Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, Tenant must remove the abuser from the lease in order to remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.
- (i) This Lease may be terminated or will not be renewed by DHA if non-exempt adult members of the Tenant Family 0are not in Compliance with the Community Service requirements described in Section 23. This can occur no earlier than the end of the second lease term after Tenant or non-exempt adult members fail to comply with Community Service requirements.
- (j) DHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
- 1) Fourteen (14) days in the case of failure to pay rent;⁶
 - 2) Three (3) days when the health or safety of other Tenants, DHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity,

⁶ HUD Nonpayment of Rent Notice PIH 2021-29 extends nonpayment of rent notice to a Thirty (30) day notice.

- or for possession or display of illegal firearms, as described in Section 12(t). A criminal conviction is not needed;
- 3) Thirty (30) days in any other case.
- (k) The Notice of Lease termination shall state reasons for the termination, shall inform Tenant of the Tenant's right to make such reply as the Tenant may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the DHA is required to offer Tenant an opportunity for a grievance hearing, the notice shall inform Tenant of the right to request such a hearing in accordance with the DHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination.
- (l) When DHA is required to offer Tenant the opportunity for a grievance hearing, and Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (m) DHA reserves the right to exclude from the DHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or agents of DHA, or persons residing in the immediate vicinity. DHA also reserves the right to exclude from the DHA Grievance Procedures lease terminations related to any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that Tenant is not entitled to a grievance hearing. HUD has determined that the State of Texas has a judicial system that provides the opportunity for a hearing in a Court that contains the basic elements of due process.
- (n) Tenant or DHA may give notice of termination on any day of the month.
- (o) DHA may evict Tenant from the dwelling unit **only** by bringing a court action.
- (p) If DHA files an eviction action against Tenant, Tenant will be liable for all legal fees including, costs of court, cost of a writ of possession if one is filed, and costs awarded by the Court in a (16, including attorney's fees, after all appeals have been exhausted and all applicable deductions pursuant to that judgment have been made.
- (q) DHA will only pursue collection from a resident in court for any attorneys' fees or costs when those specific costs have been awarded by a judge in a final judgement, and unless all appeal rights have been exhausted and all applicable deductions pursuant to that judgement have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgement.
- (r) DHA may continue to accept rent or other sums after the giving of a notice to vacate or the filing a suit for eviction. This acceptance of sums does not waive DHA's right of eviction or any other contractual or statutory right. The accepting of money, at any time, does not waive DHA's right to damages, past rent, future rent, other sums, or to continue with any court proceeding.
- (s) This lease shall terminate upon abandonment of the premises by Tenant.** No court action will be required to obtain possession of the premises.
- (t) DHA will comply with the requirements of applicable City ordinances and HUD regulations that materially affect tenant termination.**

21. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the DHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Part 2, Section 17 (m) shall be excluded from the DHA's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, DHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.
- (c) If the Grievance Hearing concludes in a Grievance Hearing Agreement, the resident must abide by the requirements of the agreement. Failure to sign or abide by the Grievance Hearing agreement will result in eviction.

- (d) The DHA President and CEO shall appoint as hearing officers fair and impartial persons knowledgeable of Federal law, HUD regulations and DHA policies who do not work in the Property Management or Intake Departments.
- (e) Grievances that are related to any disability, accessibility, reasonable accommodation, or effective communication by a tenant will be directed to the Disability Rights Coordinator.
- (f) Persons with disabilities may qualify for a reasonable accommodation to stop DHA from pursuing an eviction, if the tenant's disability is related to the reasons for eviction.

22. Notice to Post Office

When DHA evicts a Tenant or a household member for engaging in any criminal activity, DHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

23. Lease Modifications and Riders

Any modification of this Lease must be by a written rider to the Lease executed by DHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

24. Non-waiver of Rights

The failure of DHA or Tenant to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date.

25. Non-Liability

Tenant acknowledges that any security measures provided by DHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. DHA will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. DHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, accidental discharge of a firearm, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. **Tenants are strongly urged to secure renter's insurance to protect against the losses.** If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

26. Abandonment

- (a) DHA may remove all property that remains in the unit or in the common areas after abandonment by Tenant or after judicial eviction of the Tenant. DHA is not liable for any property removed after Tenant's abandonment of the apartment, DHA does not have an obligation to store abandoned property.
- (b) Tenant shall be deemed to have abandoned the dwelling unit when Tenant has moved out. When DHA questions whether the unit has been abandoned, DHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of Tenant's property has been removed or rent is not paid, DHA will conclude the unit has been abandoned.
- (c) Two (2) days after DHA determines Tenant has abandoned the dwelling unit, DHA may remove all property left in the unit; clean up; make repairs; and re-let the apartment,
- (d) Abandonment of the Premises will be treated as a termination by the Tenant under Part 2, Section 19 of this Lease.

27. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) HUD's Community Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within his/her community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- (b) If Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs during DHA's annual review, DHA reserves the right to not renew or extend Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household. DHA may not terminate the tenancy of a family within the term of the 12-month lease for noncompliance with the Community Service requirements and Economic Self-Sufficiency programs and DHA must not reduce a lease term as a result of noncompliance. Noncompliance is grounds for non-renewal of the lease and termination of the tenancy only at the need of the 12-month lease period.
- (c) Based on consideration of Tenant's efforts to comply with this Section, the DHA reserves the right to enter into a written agreement with Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

28. Special Provisions related to occupancy of scattered site single family homes.

- (a.) Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.
- (b.) Tenants who desire to install ceiling fans must obtain written approval from DHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of DHA upon termination of the lease.
- (c.) Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.
- (d.) Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.

29. Special Provisions related to occupancy of Low-Income Housing Tax Credit Developments

The Premises is located in a housing development that has been financed, at least in part, with Low-Income Housing Tax Credits. The Tenant understands that the dwelling unit is available to Tenant only because of assistance payments made by HUD (the "Assistance Payments") that allow the Premises to be offered to Tenant at a rent level that is less than the market (unsubsidized) rent that would otherwise be due on the Premises. If such assistance payments terminate or are substantially reduced, and there is a default under any agreement, letter of credit or other instrument providing other funds as a substitute for assistance payments, then Tenant agrees that DHA shall have the right not to renew this Lease or to terminate this Lease at the end of its current term and either.

- (a.) relocate Tenant to any other available appropriately sized dwelling unit in the inventory of DHA; or arrange for DHA to provide Tenant a rental voucher under Section 8 of the United States Housing Act of 1937, as amended, if a voucher is then available, to be used by Tenant to obtain another dwelling unit. DHA will make a good faith effort to transfer Tenant within the same neighborhood. Tenant will be given ninety (90) calendar days written notice of the availability of a suitably sized unit prior to being required to move. Tenant's response to the written notice that a transfer will be required because of reduction or elimination of assistance payments must be received by DHA within ten (10) calendar days of the date of the notice and must state Tenant's willingness to move to an appropriately sized dwelling unit within thirty (30) days. Reasonable costs associated with the move will be the responsibility of DHA.

30. Reasonable Accommodations

- (a) DHA has a legal obligation to provide a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
 - 1. Use and enjoy a dwelling, including public and common use areas of a development;
 - 2. Participate in, or benefit from, a program (housing or non-housing), service, or activity;
 - 3. To avoid discrimination against an Individual with a Disability.
- (b) Such an accommodation must be granted unless it would:
 - 1. Pose an undue financial and administrative burden.
 - 2. Fundamentally alter the essential nature of the program, service, or activity.

DHA shall grant reasonable accommodations, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

31. Severability Clause

If any provision of this agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this agreement. Instead, the invalid or unenforceable provision shall be deemed severed from this agreement, and this agreement shall be enforced as if the agreement did not contain the invalid or unenforceable provision.

COPY

DALLAS HOUSING AUTHORITY

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. **School Truancy** - Every year by June 15, the Head-of-Household must produce an original report card for every school-aged child in the household. More than five percent of days missed per year may result in eviction. Additionally, DHA will cooperate with DISD to reduce and prevent truancy by resident children and to prevent non-residents from using DHA addresses to register children for school.
2. **Housekeeping** - Tenant must meet the Dallas Housing Authority (DHA) Housekeeping requirements to avoid eviction.
3. **Loitering** - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
4. **Curfew** - City of Dallas has a curfew 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday. The city curfew will be enforced. The Head-of-Household is responsible for compliance with the City of Dallas Curfew Ordinance by all minors in the household.
5. **Judgments** - In the event the DHA Management Staff obtains a judgment against the Head-of-Household for non-payment of rent, the DHA Management Staff will immediately pursue possession of the premises.
6. **Violence** - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
7. **Cold Weather** - To avoid cold weather problems, the Tenant must never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
8. **Reporting Maintenance Needs** - It is the responsibility of all Tenants to report any damages or necessary repairs to Management or in Rent Cafe, failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to DHA property include:

- (a.) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or jammed garbage disposal;
- (b.) Damaged to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
- (c.) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.

Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Work Order Center. The call will be answered and maintenance personnel will be dispatched within a reasonable time depending on the nature of the emergency.

Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the maintenance provided, including overtime rates if applicable.

9. Listed below are examples of items that are considered to be emergencies.
 - (a.) Fire damage;
 - (b.) apartment doors that will not lock or unlock;
 - (c.) flooding,
 - (d.) electrical problems;
 - (e.) sewer back-up;
 - (f.) broken windows;
 - (g.) Tenant lockout;
 - (h.) gas leaks;
 - (i.) no heat when the inside temperature falls below 60 degrees Fahrenheit from November 16th through March 15;
 - (j.) if door and window screens are not provided, no air conditioning or air conditioning that is not capable or maintaining a maximum inside temperature that is 15 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
 - (k.) damage due to unlawful intrusion.
10. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
11. Air Conditioning - Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times.
12. Smoke Detectors - The Tenant must not disable the smoke detector or carbon monoxide detectors by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a "Special Management Service Fee" for replacing removed batteries for damaged smoke detectors. **Damage by Tenant to smoke detectors is a serious lease violation and may subject Tenant to Lease termination.**
13. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. Gate cards at high rises will be replaced for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is the Head-of-Household.
14. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.
15. Maintenance Inspections - Regularly scheduled Preventative Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.
16. Telephone Wiring – Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by DHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.



17. Insurance - DHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.
18. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment and porch, yard, or stoop, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.
 - (a.) All items left unattended in the common areas may be removed and disposed of by Dallas Housing Authority or designated personnel without notification to Tenant.
 - (b.) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
 - (c.) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
 - (d.) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at any time.
 - (e.) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
 - (f.) Open containers of alcoholic beverages are strictly prohibited in all common areas.
 - (g.) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
 - (h.) All activities in the common areas by any person 12-years of age or under, must be supervised by a parent or legal guardian at all times.
19. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by DHA Management or designated personnel without notice.
20. Patios and Balconies -
 - (a.) Keep your sliding door and windows closed and locked during your absence to protect against damage from rain.
 - (b.) Keep patios and balconies free of old furniture, clothing, and trash.
 - (c.) Clotheslines are not permitted unless installed by DHA.
 - (d.) Do not leave trash at your door.
 - (e.) No radio or television aerials, dishes or wires shall be erected or attached on any part of the premises without prior written permission from DHA.
 - (f.) Only outdoor furniture in good condition is permitted on patios and balconies.
 - (g.) Bird feeders are not allowed on patios, balconies or terraces.
 - (h.) Flower boxes must hang on the inside of balcony rails only.
 - (i.) Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination.
21. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems. Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning incorrectly disposed trash on property.
22. Parking and Vehicles -

Parking may be assigned or unassigned, depending on the number of spaces at the property.

 - (a.) The Tenant is required to obtain parking stickers from the management office yearly.
 - (b.) Vehicles must be headed into the curb and parked within marked lines.

- (c.) Cars without current inspection / registration stickers and/or license plates are not permitted on DHA property and will be towed at owners' expense.
 - (d.) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
 - (e.) Mini-bikes, go-carts, or other unlicensed, self-propelled vehicles are prohibited on DHA property.
 - (f.) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
 - (g.) The Tenant must not park in designated fire lanes, or block trash receptacles.
 - (h.) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after DHA Management notes such offense.
 - (i.) Car Washing and Repairs - Washing and repair of vehicles is prohibited on DHA property.
 - (j.) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.
23. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.
24. Extermination – Tenant shall prepare tenant's unit as instructed for extermination when notified in writing by Manager or third-party servicer that an extermination is scheduled. Failure to prepare the unit for extermination, deny treatment or allow access to the unit is a serious lease violation. If any member of the Tenant's household is verified through DHA's reasonable accommodation process to be allergic to extermination chemicals, DHA will arrange for alternative forms of extermination. bedbugs.
- 25. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.**

Please stress the importance of these House Rules to all Members of the Household.

EXECUTION AND CERTIFICATION

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

Tenant hereby certifies that Tenant 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.

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 Addendum |
| <input type="checkbox"/> DHA Pet Addendum (if applicable) | <input type="checkbox"/> Extended Absence Addendum |
| <input type="checkbox"/> DHA Lease Addendum on Reasonable Accommodation Animals (if applicable) | |
| <input type="checkbox"/> DHA Grievance Policy | <input type="checkbox"/> VAWA Addendum and Attachments |
| <input type="checkbox"/> Information on Lead Poisoning, if applicable | <input type="checkbox"/> Hardship Exemption |
| <input type="checkbox"/> RRA Rights and Notice Form | <input type="checkbox"/> Move Out Notice |
| <input type="checkbox"/> Mold Information and Prevention Addendum | <input type="checkbox"/> Third-Party Utility Form |
| <input type="checkbox"/> Maintenance Charges | <input type="checkbox"/> Importance of Renter's Insurance |
| <input type="checkbox"/> Smoke Detector & Fire Extinguisher Certificate | <input type="checkbox"/> No Smoking Addendum |
| <input type="checkbox"/> Community Service Requirements | <input type="checkbox"/> Crime Prevention Addendum |
| <input type="checkbox"/> Bed Bug Addendum | <input type="checkbox"/> Notice of dwelling located in or near flood plain (if applicable) |

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 (Authorized Head of Household) Date

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

Other Adult Family member (if applicable) Date

Other Adult Family member (if applicable) Date

Other Adult Family member (if applicable) Date

Other Adult Family member (if applicable) Date

Property Manager Date



PET OWNERSHIP ADDENDUM

A. EXEMPTIONS

These rules do not apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, DHA may require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability;
 - Verification that the animal owned by the individual with a disability will meet the need identified.
 - Verification that someone in the household can care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
 - Verification that the animal is current on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed.

B. PET RULES

The following rules shall apply for the keeping of pets by Residents living in the units operated by DHA.

1. "Common household pets" as authorized by this policy means domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. At any one time, each resident family will be allowed to house only one (1) warm blooded animal, one 20-gallon fish tank or one cage with up to 2 birds.
3. Visiting guests with pets (other than assistance animals to assist visitors with disabilities) will not be allowed, including pet sitting. Residents will be responsible for visiting guests with pets, and the actions of those pets.
4. Each resident family will register their pets with DHA BEFORE they are brought onto DHA premises and will update the registration annually at the re-examination of family income. The registration will include: (Appendix 1)
 - a) A photo of the pet and information sufficient to identify the pet and to demonstrate that it is a common household pet.

- b) A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law and, in the case of cats and dogs, that they have been neutered or spayed.
 - c) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
 - d) A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
5. DHA may refuse to register a pet if:
- a) The pet is not a common household pet as stated above.
 - b) The keeping of the pet would violate any applicable house pet rule.
 - c) The pet owner fails to provide complete pet registration information.
 - d) The pet owner fails annually to update the pet registration.
6. DHA reasonably determines, based on the pet owner's habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations.
7. Financial ability to care for the pet will not be a reason for DHA to refuse to register a pet.
8. DHA will notify the pet owner if DHA refuses to register a pet. The notice will:
- a) State the reasons for refusing to register the pet.
 - b) Be served on the pet owner in accordance with procedure outlined in paragraph C1 of this policy; and
 - c) Be combined with a notice of a pet rule violation if appropriate.
9. Cats, dogs and all other animals shall be limited to small breeds where total weight shall not exceed twenty-five (25) pounds and total height shall not exceed eighteen (18) inches. The size limit does not apply to assistance animals.
10. No pit bulls, Dobermans, rottweilers, chows, German Shepherd, or any other known fighter breed will be allowed on the premises. (Note: this does not apply to assistance animals but is subject to City/County Animal Control regulations.)
11. In public housing properties, a nonrefundable fee of \$100.00 per bedroom in the pet owner's unit shall be made to DHA. Such fee will be a one-time fee (one per pet or in the

case of birds, one fee covers up to 2 birds; fish tanks up to 20-gallon capacity will be considered as one pet) and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistive animals for persons with disabilities.

13. All pets shall be quartered inside the Resident's unit and not be left outside unless accompanied by a resident.
14. Dogs and cats shall be kept on a leash or in a crate and at all times be controlled by a responsible individual when taken outside.
15. Dogs and cats shall be allowed ONLY on the pet owner's lawn and pet owner shall clean up after pet each time the animal eliminates.
 - a. No dog houses will be allowed on the premises.
 - b. Any applicable City Ordinances concerning pets will be complied with.
16. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and other occupants of DHA in accordance with paragraph C3 below.
 - a. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
 - b. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
 - c. Residents will not feed or water stray or wild animals.
 - d. Pets will not be allowed to be kept on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
 - e. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3): When DHA determines based on objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, DHA will serve notice.

1. The notice will be delivered:

- a. By letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address.
- b. In person, to any person age 16 or older answering the door at the Resident's leased

dwelling unit, or

- c. If no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the inside of the front entry door.

2. The notice must contain:

- a. a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- b. a statement that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.
- c. a statement that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
- d. a statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.
- e. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.

D. PET RULE VIOLATION MEETING:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, DHA shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless DHA agrees to a later date).

1. DHA and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
2. DHA may, because of the meeting, give the pet owner additional time to correct the violation.
3. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in DHA's Resident file.

E. NOTICE OF PET REMOVAL:

If the pet owner and DHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if DHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph D above, DHA will

serve the owner with a notice requiring the pet owner to remove the pet. This notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated.
2. State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice of pet removal (or ten days after the meeting if the notice is served at the meeting).
3. State that the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

F. INITIATION OF PROCEDURE TO TERMINATE PET OWNER'S RESIDENCY:

DHA will not initiate procedure to terminate a pet owner's residency based on a pet rule violation unless:

1. The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time specified in paragraph D above.
2. The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations.
3. Provisions of Resident's Lease, Section "Termination of Lease" will apply in all cases.

G. PROTECTION OF THE PET:

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, DHA may do one of the following:

1. Contact the responsible party or parties listed on the registration form and ask that they assume responsibility for the pet.
2. If the responsible party or parties are unwilling or unable to care for the pet or cannot be reached despite reasonable efforts, contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request removal of the pet.
3. If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charge to the pet owner. If the pet owner is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

Nothing in this policy prohibits DHA or the Appropriate City Authority from requiring the removal of any pet from DHA property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of DHA property or of other persons in the community where the project is located.

APPLICATION OF RULES:

Pet owner will be responsible and liable for all bodily harm to other residents or individuals; and destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.

All pet rules apply to resident and/or resident's guests.

COPY

Appendix 1 Pet Agreement

Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in DHA's Pet Policy or this Agreement.

Public Housing Pet Fee: The Pet Fee will be \$100 per bedroom in your unit. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)

If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.

This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.

Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

Description of Pet. You may keep only one pet as described below. Any pet may not exceed 18 inches in height and 25 pounds in weight. Fish tanks are limited to 20 gallon capacity. You may not substitute other pets for this one without amending this agreement.

Pet's Name: _____ Type: Dog _____ Cat _____
Breed: _____ Color: _____ Weight: _____ Age: _____
Housebroken? ___ Yes ___ No City of License: _____ License No. _____
Date of last Rabies shot: _____
Other Pet (please specify): _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name: _____

Address: _____

Phone: _____

Appendix 2
Pet Policy Certification Attach Photo

By: _____

Title: _____

DHA Representative: _____



Resident: _____

Resident: _____

Resident: _____

I have read, fully understand and will abide by the rules and regulations contained in DHA Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE:

TIME: (IF DELIVERED)

A.M. / P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

This notice hereby informs you of the following rules violation:

Factual basis for determination of violation: _____

As the pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As the pet owner you are entitled to be accompanied by another person of your choice at the meeting. Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Property Manager

APPROVED REASONABLE ACCOMMODATION ANIMAL ADDENDUM

A. APPLICABILITY

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Fair Housing Act and Section 504. DHA may deny a request for a reasonable accommodation ("RRA") for specific animals when 1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or 2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

There are two types of assistance animals: 1) Service Animals, and 2) other trained or untrained animals that do work perform tasks, provide assistance and/or provide therapeutic emotional support for individuals with disabilities.

These rules apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, DHA may require documentation from a qualified 3rd party with respect to:

1. Verification that the person making the request is a person with a disability.
2. Verification that the animal is needed by a person with a disability because of the person's disability;
 - Verification that the animal owned by the individual with a disability will meet the need identified.
 - Verification that someone in the household can care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
 - Verification that the animal is current on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed.
 - When considering requests for assistance animals, DHA may not approve a request if it would impose an undue financial burden or fundamentally alter the program. The request may also be denied if the specific animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or the if the specific animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

B. ANIMAL RULES

The following rules shall apply for the keeping of animals by Residents living in the units operated by DHA.

1. HUD guidance, and this Policy, allows for "Common household animals" such as a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this Policy, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

2. Visiting guests with animals (other than assistance animals to assist visitors with disabilities) will not be allowed. Residents will be responsible for visiting guests with animals, and the actions of those animals. Pet sitting is not allowed.

3. Each resident family will register their animal/s with DHA BEFORE they are brought onto DHA premises and will update the registration annually at the re-examination of family income. The registration will include: (Appendix 1)

- a) A photo of the animal and information sufficient to identify the animal and to demonstrate that it is a common household animal.
- b) A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the animal has received all inoculations required by applicable State and Local Law and, in the case of cats and dogs, that they have been neutered or spayed.
- c) The name, address, and telephone number of one or more responsible parties who will serve as an emergency contact for care for the animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the animal.
- d) A statement indicating that the animal owner has read the animal rules and agrees to comply with them; (Appendix 2)

4. DHA may refuse to register an animal if:

- a) The animal is not a common household animal as stated above.
- b) The keeping of the animal would violate any applicable house animal rule.
- c) The animal owner fails to provide complete animal registration information.
- d) The animal owner fails annually to update the animal registration.

5. DHA reasonably determines, based on the animal owner's habits and practices and the animal's temperament, that the animal owner will be unable to keep the animal in compliance with the animal rules and other legal obligations.

6. Financial ability to care for the animal will not be a reason for DHA to refuse to register an animal.

7. DHA will notify the animal owner if DHA refuses to register an animal. The notice will:

- a) State the reasons for refusing to register the animal.
- b) Be served on the animal owner in accordance with procedure outlined in paragraph C1 of this policy; and
- c) Be combined with a notice of an animal rule violation if appropriate.

8. Dogs and cats shall be kept on a leash or in a crate and at all times be controlled by a responsible individual when taken outside. All other animals will not be left outside unless accompanied by a resident

9. Dogs and cats shall be allowed ONLY on the animal owner's lawn and/or designated pet area, and animal owner shall clean up after animal each time the animal eliminates.

- a. No dog houses will be allowed on the premises.
- b. Any applicable City Ordinances concerning animals will be complied with.

10. Animals shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the animal owner and other occupants of DHA. Notice of the need to remove the animals will be served by providing a 72 hour written notice.

- a. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.
- b. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.
- c. Animals will not be allowed to be kept on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).
- d. Each resident family will be responsible for the noise or odor caused by their animal; in severe instances, the animal may be subject to removal after providing written notice.

C. ANIMAL VIOLATION PROCEDURE

NOTICE OF ANIMAL RULE VIOLATION (Appendix 3): When DHA determines based on objective facts supported by written statements or other evidence, that an animal owner has violated one or more of these rules governing the owning or keeping of animals, DHA will serve notice.

1. The notice will be delivered:

- a) By letter by first class mail, properly stamped and addressed to the Resident at the

leased dwelling unit, with a proper return address.

- b) In person to any person age 16 or older answering the door at the Resident's leased dwelling unit, or
- c) If no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the inside of the front entry door.

2. The notice must contain:

- a) a brief statement of the factual basis for the determination and the animal rule or rules alleged to be violated.
- b) a statement that the animal owner has twenty-four (24) hours days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a meeting to discuss the violation.
- c) a statement that the animal owner is entitled to be accompanied by another person of his or her choice at the meeting.
- d) a statement that the animal owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the animal owner's lease.
- e) a timeframe of when the animal must be removed from the property, if applicable. For animals that pose a direct threat to persons or property, there will be a maximum of 72 hours to remove the animal. Non-threatening behavior will be allowed a 30 day notice to remove the animal.
- f) the effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.
- g) a notice of a right to a grievance hearing.

D. ANIMAL RULE VIOLATION INFORMAL CONFERENCE:

If the animal owner makes a timely request for a meeting to discuss an alleged animal rule violation, DHA shall establish a mutually agreeable time and place for the meeting to be held within three (3) business days from the effective date of service of the notice of animal rule violation (unless DHA agrees to a later date).

1. DHA and the animal owner shall discuss any alleged animal rule violation and attempt to correct it and reach an agreeable understanding.
2. DHA may, because of the meeting, give the animal owner additional time to correct

the violation.

3. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the animal owner and one copy placed in DHA's Resident file.

E. NOTICE OF ANIMAL REMOVAL:

If the animal owner and DHA are unable to resolve the animal rule violation, or if DHA determines that the animal owner has failed to correct the animal rule violation within any additional time provided for this purpose under paragraph D above, DHA will serve the owner with a notice requiring the animal owner to remove the animal. This notice must:

1. Contain a brief statement of the factual basis for the determination and the animal rule or rules that have been violated.
2. State that the animal owner must remove the animal within seventy-two (72) hours of the effective date of service of notice of animal removal.
3. State that the failure to remove the animal may result in initiation of procedures to terminate the animal owner's residency.
4. During the 72 hours, you may request an expedited grievance hearing.

F. INITIATION OF PROCEDURE TO TERMINATE ANIMAL OWNER'S RESIDENCY:

DHA will not initiate procedure to terminate an animal owner's residency based on an animal rule violation unless:

1. The animal owner has failed to remove the animal or correct the animal rule violation within the applicable time specified in paragraph D above.
2. The animal rule violation is sufficient to begin procedures to terminate the animal owner's residency under the terms of the lease and application regulations.
3. Provisions of Resident's Lease, Section "Termination of Lease" will apply in all cases.

G. PROTECTION OF THE ANIMAL:

If the health or safety of an animal is threatened by the death or incapacity of the animal owner, or by other factors, including negligent behavior on the part of the owner, that render the animal owner unable to care for the animal, DHA may do one of the following:

1. Contact the responsible party or parties listed on the registration form and ask that they assume responsibility for the animal.

2. If the responsible party or parties are unwilling or unable to care for the animal or cannot be reached despite reasonable efforts, contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request removal of the animal.
3. If there is no State or local authority (or designated agent of such an authority) authorized to remove an animal under these circumstances, enter the animal owner's unit, remove the animal, and place the animal in a facility that will provide care and shelter until the animal owner or a representative of the animal owner is able to assume responsibility for the animal, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the animal owner.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

Nothing in this policy prohibits DHA or the Appropriate City Authority from requiring the removal of any animal from DHA property if the animal's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of DHA property or of other persons in the community where the property is located.

APPLICATION OF RULES:

Animal owner assumes all responsibility and liability for all bodily harm to other residents, other individuals and/or other animals; and destruction of property belonging to others caused by owner's animal will be the financial obligation of the animal owner.

All animal rules apply to resident and/or resident's guests.

Appendix 1
RRA Animal Agreement – to be completed for each animal

Management considers the keeping of animals a serious responsibility. If you do not properly control and care for an animal, you will be held liable if it causes any damages or disturbs other residents, other individuals and/or other animals

Conditional Authorization for Animal. You may keep the animal that is described below in the apartment until your lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your animal, your guests or any member of your household violate any of the rules contained in DHA's Animal Policy or this Agreement.

If, at any time in the future, this animal is replaced by another animal, the new animal must be registered by DHA BEFORE occupying the unit.

Liability Not Limited. Although there is no fee or deposit required for an approved reasonable accommodation animal, this RRA Animal Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

Description of Animal. **For each animal registered, there will be a separate RRA Animal Agreement for each.** You may not substitute other animals for this one without amending this agreement.

Dog or Cat Animal's Name: _____ Type: Dog _____ Cat _____

Breed: _____ Color: _____ Weight: _____ Age: _____

Housebroken? Yes No City of License: _____

License No. _____

Date of last Rabies shot: _____

Other Animal (please specify) _____

Emergency Contact: Name, address and phone number of person able to care for animal in case of resident's permanent or temporary inability to care for animals

Name: _____

Address: _____

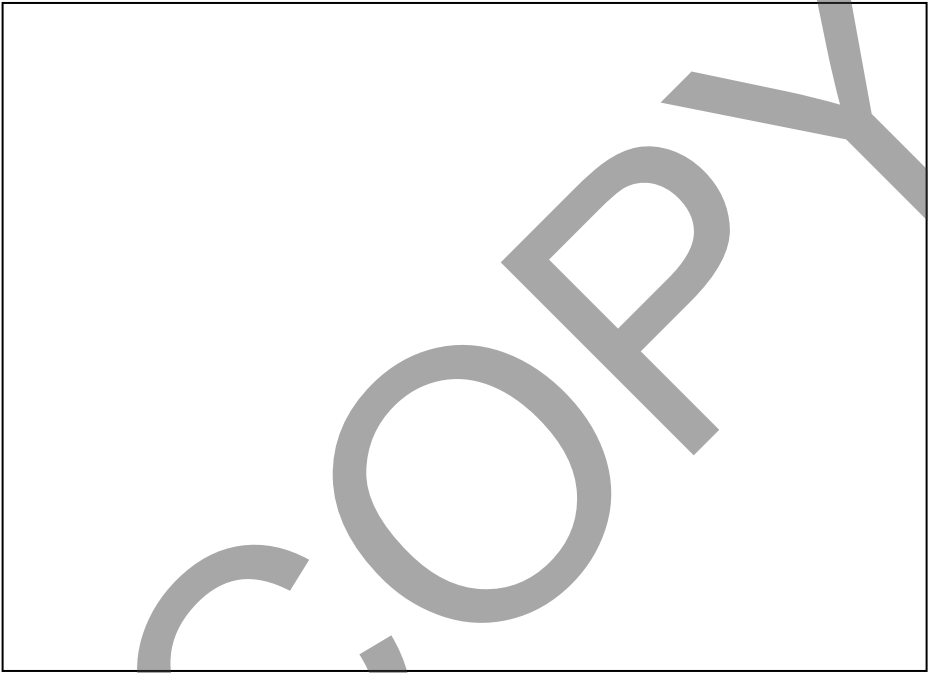
Phone: _____

Appendix 2
Animal Policy Certification Attach Photo – to be completed for each animal

By: _____

Title: _____

DHA Representative: _____



Resident: _____

Resident: _____

Resident: _____

I have read, fully understand and will abide by the rules and regulations contained in DHA Animal Policy and in this Animal Agreement.

**Appendix 3
Animal Policy Rules Violation Notice**

DATE:

TIME: (IF DELIVERED)

A.M. / P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

This notice hereby informs you of the following rules violation:

Factual basis for determination of violation: _____

As the animal owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As the animal owner you are entitled to be accompanied by another person of your choice at the meeting. Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

Executive Director



RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Adopted February 23, 2022

[Abstract](#)

DHA is committed to providing residents with a fair hearing to their grievances.

DHA, Housing Solutions for North Texas

RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Section I. General

DHA is committed to providing residents with an opportunity to have their grievance heard as an administrative remedy, authorized by HUD, to provide adequate due process regarding adverse actions or failures to act that affect public housing applicants or tenants. The Resident Administrative Grievance Procedure (“Grievance Procedure”) consists of definite procedures to instruct DHA staff in implementing this policy. This policy is applicable to disputes an applicant or tenant may have with respect to an action or failure to act, in accordance with the individual tenant’s lease or DHA’s policy or procedures which adversely affect the individual tenant’s rights, duties, welfare, or status.

DHA is committed to ensuring that its’ grievance procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, and do not otherwise discriminate against individuals with disabilities, on the basis of disability. Therefore, if an individual with a disability requires¹ a reasonable accommodation such as an accessible feature or modification to a DHA rule, policy, practice, procedure, or property, DHA will provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial or administrative burden². In such a case, DHA will work to identify an acceptable other reasonable accommodation that would not result in a financial or administrative burden.

DHA will diligently take the appropriate steps so that grievance hearings conducted by DHA, including those related to a lease termination, provides effective communication with individuals with disabilities, in accordance with Section 504, the ADA, and applicable regulations.

DHA will post a copy of this Policy at DHA Services HQ, located in 3939 N. Hampton Road, as well as on DHA’s Intranet. In addition, individuals may obtain a copy of this policy and its corresponding procedures, upon request, from DHA’s Disability Rights Coordinator, located in the Department of Compliance and Training.

Section II. Reasonable Accommodations

Pursuant to DHA Policy, upon request, review and approval, DHA will provide reasonable accommodations for persons with disabilities throughout the Resident Administrative Grievance process. This includes, but is not limited to:

- a. Providing reasonable accommodation for persons with disabilities to participate in the grievance hearing and to engage in the informal settlement process;;

¹ A nexus must exist between the requested accommodation and the individual’s disability.

- b. Providing or allowing qualified sign language interpreters, readers, accessible locations, or attendants. All notifications and communications will provide effective communication for persons with disabilities;
- c. Providing appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as requested, e.g., Braille, audio, large-print, optical readers on computers available for viewing, assistive listening device systems, and sign language interpreters. There may be other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.; and
- d. Providing, at its' expense, auxiliary aids and services for effective communication with complainants during the grievance process. An individual with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication. DHA will also take reasonable steps to ensure meaningful access to its programs and activities to individuals with limited English proficiency (LEP).

Section III. Annual Review

DHA's Disability Right's Coordinator along with the Office of General Counsel shall review DHA's Resident Administrative Grievance Hearing Procedure annually, and provide a report to the CEO and COO of suggested changes, updates, and new policies every March to ensure annual compliance with the Legal Authority as described in Section V of this Policy.

At a minimum, the Disability Right's Coordinator shall review DHA's Resident Administrative Grievance Procedure to ensure the following are implemented according to the Legal Authority as described in Section V:

- a. Ensuring that a tenant with a disability has equally effective opportunity to refute evidence presented by Respondent;
- b. Ensuring that a tenant with a disability has an equally effective opportunity to confront and cross-examine witnesses;
- c. Ensuring that a tenant with a disability has an equally effective opportunity to present any affirmative legal or equitable defenses, witness testimony, and documentary evidence; and
- d. Ensuring that a tenant with a disability is aware of the availability of auxiliary aids and services to aid as required by II, d.

Section IV. Resident Administrative Grievance Process.

DHA will implement the following policies, at a minimum, to ensure DHA's Resident Administrative Grievance Procedures are in compliance with Federal, state and local laws, including civil rights laws and regulations:

- a. Provide the opportunity for a prompt hearing of the grievance;

- b. Upon prior written notice and/or request from either party, provide for the recording of the grievance hearing;
- c. Provide the tenant the opportunity to present his or her case first during the grievance hearing; and
- d. Provide a written decision after the hearing that explains the violated lease provision(s), information obtained during the hearing that the hearing officer or hearing panel relied on to make the decision, the decision of the hearing officer or hearing panel, and any appeals rights or procedures available to the resident.,

Section V. Legal Authority

DHA is subject to Federal civil rights laws and regulations. This policy is based on the following statues or regulations:

- a. 24 C.F.R. Part 966
 - b. Section 504 of the Rehabilitation Act of 1973;
 - c. Title II of the Americans with Disabilities Act of 1990 (ADA);
 - d. The Fair Housing Act of 1968, as amended (Fair Housing Act);
 - e. The respective implementing regulations for each Act;
 - f. Dallas City Code Ordinance 20A; and
- Texas Fair Housing Act - Chapter 301 of the Texas Property Code.

Disclosure of Information on Lead-Based Paint and /or Lead-Based Paint Hazards

Lead Warning Statement

Housing Built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- a. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - i. _____ Known lead-based paint and/or lead-based paint hazards are present in housing (explain).
 - ii. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b. Records and reports available to the lessor (check (i) or (ii) below):
 - i. _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - ii. _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Tenant's initials)

- c. _____ Lessee has received copies of all information listed above.
- d. _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (Landlord's initials)

- e. _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor's Signature

Date

Lessee's Signature

Date



Protect Your Family From Lead In Your Home

 United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

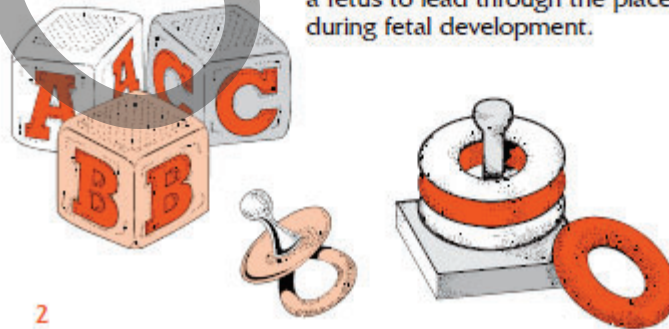
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

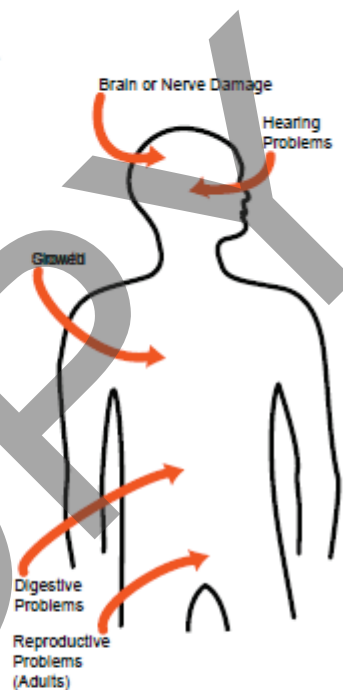
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

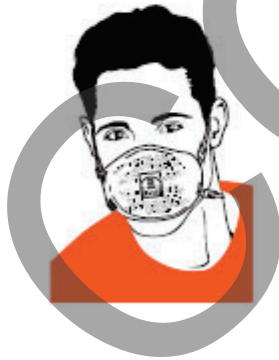
- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windowsills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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REASONABLE ACCOMMODATION NOTICE OF RIGHTS FOR APPLICANT AND/OR TENANT REQUEST

REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION

Under the Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, and upon Applicant and/or Tenant request, DHA will make reasonable accommodations or modifications for individuals with verified, known or obvious disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden.

DHA is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

- (1) All applicants/residents are provided with a Reasonable Accommodation/Modification Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, orally, online or use another equally effective means of communication to request an accommodation or modification.
- (2) DHA will provide an initial reply to requests as promptly as possible, but no more than fourteen (14) business days from the receipt of the request unless DHA explains the delay. DHA's response may include, but is not limited to:
 - i. Approval
 - ii. Denial
 - iii. Request for Additional Information or Verification of Need
- (3) DHA will consent to or deny the request as promptly as possible. Unless DHA explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than fourteen (14) business days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format. Exceptions to the fourteen (14) day period for notification of DHA's decision on the request will be provided to the resident setting forth the reasons for the delay.

- (4) In the event a reasonable accommodation request would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden, DHA will offer an alternative solution that would not result in a financial or administrative burden.
- (5) If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within fourteen (14) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

(Tenant's Printed Name)

(Tenant's Signature)

(Date)

The Violence Against Women Act (“VAWA”) protects some victims of: domestic violence; dating violence; sexual assault; or stalking, from termination and eviction on the basis of the violence perpetrated by their abusers. If you are a victim, you have the right to certify as a victim by providing such documentation to DHA. Under VAWA, you have the right to request an emergency transfer. All requests will be reviewed but are not guaranteed to be approved.

Sign language interpreters and TTY are available with 72 hours advance notice. Families with disabilities requesting interpreters or other auxiliary aid accommodations may call DHA’s Disability Rights Coordinator at 469-965-1961, or email 504ADA@dhantx.com to schedule interpreters. The family may also contact DHA’s Disability Rights Coordinator for any other disability-related needs at DHA’s main office located at 3939 North Hampton Road, Dallas, Texas 75212.



MOLD INFORMATION AND PREVENTION ADDENDUM

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent. That the dwelling is: Unit # _____ at

(name of apartments)

or other dwelling located at _____

(Street Address of House, Duplex, etc.)
City/State/Zip where dwelling is located: _____

2. **About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. **Preventing Mold Begins with You.** To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also, when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It is also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

4. **Avoiding Moisture Buildup.** To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

5. **Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, Formica laminate, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner+ Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. **Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

MOLD INFORMATION AND PREVENTION ADDENDUM

7. **Compliance.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

We can't fix problems in our dwelling unless we know about them

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(sign below)*

(Name of Resident) Date signed

(Name of Owner's Representative) Date signed

(Name of Resident) Date signed

COPY

**Dallas Housing Authority Maintenance Tenant Damage Fee Schedule Effective Date - January 1, 2017
Revised 09.26.2017**

Code	Description	Fee Rate
LOCK-OUT SERVICE AND TRASH REMOVAL		
Lock1	Lock Service (Open Door) First Lock Out 8 A.M. – 5 P.M. Monday – Friday	\$ 15.00
Lock2	Lock Service (Open Door) Second Or More Lock Outs 8 A.M. – 5:00 P.M. Monday – Friday	\$ 25.00
LockAH3	Lock Service (Open Door) After Hour 5:30 P.M. – 8 A.M. Monday – Friday And Weekends	\$ 80.00
litter	Grounds Clean up , Occupied Unit (yard front/back or dumpster Litter Ticket	\$ 40.00
Trash1	Trash out Unit (small)	\$
Trash2	Trash out (Large)	\$
CIStove	Clean Stove	\$ 100.00
CISref	Clean Refrigerator	\$ 50.00
PLUMBING		
toilet1	Unstop toilet (plunger)	\$ 35.00
toilet2	Unstop toilet (Auger)	\$ 50.00
toilet3	Unstop toilet (take up & reinstall)	\$ 85.00
toilet4	Replace complete toilet	\$ 205.00
toilet5	Replace toilet bowl only	\$ 125.00
toilet6	Replace toilet tank only	\$ 85.00
toilet7	Replace toilet seat	\$ 25.00
toilet8	Replace toilet tank top	\$ 35.00
toilet9	Repair toilet tank lever	\$ 20.00
SinkTub1	Unstop sink/tub/basin	\$ 85.00
SinkTub2	Replace stopper – sink/tub/shower	\$ 7.00
SinkTub3	Replace pop-up stopper – sink/tub	\$ 20.00
SinkTub4	Replace basket strainer	\$ 15.00
SinkTub5	Replace faucet aerator	\$ 15.00
EmPlumb	Emergency plumbing service (vendor)	Actual Cost
APPLIANCES		
Stove1	Replace oven baking element – electric	\$ 50.00
Stove2	Replace broiler element – electric	\$ 50.00
Stove3	Replace top burner element –8” electric	\$ 50.00
Stove4	Replace top burner element – 6” electric	\$ 40.00
Stove5	Replace Drip Pan Kit	\$ 15.00
RepStov	Replace Range	\$ 325.00
Rep Stov EE	Replace Range Buckeye/ Renaissance	\$
RepRef	Replace Refrigerator	\$
RepWash	Replace Washer	\$ 675.00
RepDry	Replace Dryer	\$ 425.00
RepFan	Replace Ceiling Fan	\$ 150.00
DOORS AND LOCKS		
Door1	Replace exterior door	\$ 250.00
Door10	Replace glass only in sliding X 76”	\$
Door11	Replace sliding patio door (fixed or sliding panel) all	\$ 275.00
Door12	Replace patio screen door 48”	\$ 66.00
Door13	Replace patio screen door 36”	\$ 66.00
Door2	Replace exterior door and jamb	\$ 350.00
Door3	Replace door jamb only	\$ 65.00
Door4	Replace interior door	\$ 125.00
Door5	Replace sliding closet door	\$ 160.00
Door6	Replace guides and tracks of sliding closet door	\$ 75.00
Door7	Re-hang sliding closet door	\$ 39.00
Door8	Repair/replace door hinge	\$ 39.00

Door9	Replace screen door	\$ 125.00
Lock10	Replace mailbox lock	\$ 35.00
Lock3	Replace deadbolt lock- per lock	\$ 50.00
Lock4	Replace entrance lock	\$ 50.00
Lock5	Replace passage lock – door knob	\$ 35.00
Lock6	Repair door lock	\$ 25.00
Lock7	Make keys each	\$ 10.00
Lock8	Vendor lock repair/replacement	Actual Cost
Lock9	Install metal plate	\$ 25.00
Lock11	Replace electronic key	\$ 50.00
Lock12	Replace card key	\$ 15.00
Lock13	Replace patio door lock	\$ 40.00

MISCELLANEOUS

Window1	Replace glass pane in door or window	Actual Cost
Window2	Replace window hinge/lock	Actual Cost
Window3	Replace screen in window frame	\$ 39.00
blinds1	Replace Mini Blinds 35x72	\$ 45.00
blinds2	Replace Mini Blinds 42X72	\$ 55.00
blinds3	Replace Patio door mini blind	\$ 125.00
Cab1	Replace cabinet drawer	Actual Cost
Cab2	Replace cabinet door	Actual Cost
Cab3	Re-hang cabinet door	\$ 39.00
Cab4	Replace cabinet handle / latch / hinge	\$ 39.00
Cab5	Replace medicine cabinet	\$ 175.00
mirror	Replace fixed bathroom mirror	\$ 99.00
holder1	Replace towel bar holder	\$ 25.00
holder2	Replace toilet paper holder – complete	\$ 12.00
holder3	Replace toilet paper roller	\$ 7.00
holder4	Replace Shower curtain rod	\$ 25.00
light4	Replace Light Bulb	\$ 5.00
light5	Replace Fluorescent Bulb	\$ 20.00
Smoke2	Replace Smoke Detector Batteries	\$ 5.00
Garage1	Replace Car Garage Door only	\$ 620.00
Garage2	Replace Garage Door Opener only	\$ 420.00
Garage3	Replace Garage Remote - each	\$ 95.00
Pest1	Missed Pest Control	\$ 50.00
Pest2	Excessive Pest Control	\$ 56.00

Flooring/Wall

Floor1	Repair/replace Plank	\$6.50 per sqft
Floor2	Wet Vac Carpet	\$ 60.00
Floor3	Wet Vac Carpet and \$90 Replace Pad	\$ 90.00
Floor4	Replace Carpet	Actual Cost
Wall1	Replace section of wall or ceiling1x1Replace section of floor	\$ 39.00
Wall2	Replace section of wall or ceiling 4X8Replace section of floor	\$ 115.00

ELECTRICAL

light1	Replace light fixture	\$ 50.00
light2	Replace light globe	\$ 38.00
light3	Replace/repair outlet or switch	\$ 25.00
smoke1	Replace smoke detector	\$ 35.00

Other unlisted items to be repaired or replaced due to tenant negligence or damage will be billed at the actual cost

Smoke Detector and Fire Extinguisher Certification

In compliance with the regulations promulgated by the United States Department of Housing and Urban Development and with the rules set forth in the Texas Property Code, DHA has installed a smoke detector(s) and fire extinguisher in each unit of its developments.

The discharge, removal, or disabling of fire safety equipment (for example, removing batteries to disable the alarm or the removal or inappropriate discharge of a fire extinguisher) by a Resident or a Resident's household member or guest, is a violation of the Lease Agreement. On discovery of the violation, DHA will immediately repair, replace, or recharge the deficient fire safety equipment (smoke detector and or fire extinguisher), or install another and charge the Resident for the cost of repair and replacement, including the cost of labor.

If a Resident, a Resident's household member or a guest removes a battery or knowingly disconnects a smoke detector or intentionally damages a smoke detector causing it to malfunction, the Resident shall be liable for any damage, injury, or loss of life caused by fire or smoke as a result of malfunctioning of the smoke detector. If a Resident, a Resident's household member or a guest removes or discharges the unit's fire extinguisher for purposes other than extinguishing a fire in the unit, DHA will immediately recharge or replace the fire extinguisher, and charge the Resident for the cost of the repair and or replacement, including the cost of labor.

If a Resident finds that a smoke detector is not working properly, or that a fire extinguisher needs to be replenished, he/she must immediately notify the management office to request an inspection. Upon written notification from a Resident, the management office shall inspect and repair or replace the deficient item within 24 hours of the request. If any damage to the unit is sustained as a result of an unreasonable delay by the management company to respond, the Resident will not be held liable for the damage.

Fire safety equipment including smoke detectors and fire extinguishers will be checked as part of DHA's routine unit inspection process.

I/We certify that I/we have read this certification in its entirety and understand my/our responsibilities as provided herein.

Resident

Date

Resident

Date

Resident

Date

Community Service Self-Sufficiency Requirement (CSSR)

Entrance Acknowledgement

Printed Name: _____

I have received and read the Community Service and Self Sufficiency Requirement (CSSR). I understand that as a resident of public housing, I am required by law to contribute 8 hours per month (96 hours over the course of every 12 month period) of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. I understand that I may submit a self-certification of compliance with the CSSR, and that my self-certification of compliance may be subject to validation with the organization for which I completed the required hours. My signature below certifies I received notice of this requirement at the time of initial program participation.

Resident Signature: _____

Date of Signature: _____

Bedbug Addendum

1. Addendum. This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # _____ at _____
(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)
(city)
(state) _____ (zip).

2. Purpose. This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. Inspection. (Check one)

You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation.

OR

You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

4.

Infestations. We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements: (**check one**)

You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence.

OR

If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced: _____

5. Access for Inspection and Pest Treatment. You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you

will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

6. Notification. You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;

- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;

AND

if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

7. Cooperation. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. Responsibilities. You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. Transfers. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

Bedbug Addendum

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

Owner or Owner's Representative (*sign below*)

(Name of Resident) Date signed

Date signed

(Name of Resident) Date signed

COPY



A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of secondhand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bedbug-eradication protocol set forth by both your owner and their designated pest-management company.



HOUSEKEEPING STANDARDS ADDENDUM

DHA, Housing Solutions for North Texas (DHA) will use the following guidelines for resident housekeeping. The resident is required to abide by the standards set forth in the Public Housing Lease. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction. All residents will have their unit inspected at least annually, prior to recertification date. Other inspections may occur from complaints, concerns or as deemed necessary by DHA. At the time of any inspection the unit will either pass or fail. A housekeeping inspection notice will be provided at least 48 hours prior to the inspection.

A. Housekeeping standards inside the unit:

General:

- Smoking is strictly prohibited in all DHA units – no nicotine smells or stains
- Walls: should be clean and free of dirt, grease, holes, cobwebs, and any markings or drawings
- Floors: should be clean, clear, dry and free of hazards. No broken tiles.
- Ceilings: should be clean, free of cobwebs, nicotine and holes.
- Windows: should be clean and not nailed shut. Blinds must be in tact (sheets are not to be used as window coverings).
- Doors: should be clean and free of holes. Doorstops must be intact. Locks must work.
- Woodwork: should be clean, free of dust, gouges, or scratches.
- Light fixtures: should be free of any dust build-up and nicotine; light covers in place and not broken.
- Heating Units: should be accessible (no locks, no clutter), dusted and not used for storage.
- Infestation: unit should be free of rodent or insect infestation (including fleas and bed bugs). Call management office immediately if unit needs pest control.
- Electrical Hazards: no electrical cords running loosely across floors; no overloads, no hazards.
- Trash: shall be disposed of properly and not left in unit.

Kitchen:

- Stove/Range: should be clean and free of food and grease to prevent fire. All stove top burners and oven must work.
- Refrigerator/Freezer: should be clean with no spoiled food left inside. Doors should close properly. No stickers (decals).

- Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded and storage under sink should be limited to small or lightweight to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust fan: should be free of grease and dust.
- Sink: should be free of grease and garbage. Dirty dishes should be washed and put away.
- Food storage areas: should be neat and clean without spilled food.
- Cabinets: should be free of any wet towels or clothing.

Bathroom(s):

- Toilet and tank: should be clean and odor free.
- Tub and shower: should be clean and free of excessive mildew and mold. Shower curtain must be in place and of adequate length.
- Lavatory/countertop: should be clean and no holes or major cracks.
- Exhaust fan: should be clean and free of dust.

Storage Areas:

- Furnace/Water Heater closet: no items will be stored in furnace/water heater closet.
- Linen closet: should be clean and free of hazards.
- Other closets: should be clean and free of hazards. No flammable materials should be stored in the unit.
- Other storage areas: should be neat and clean and free of hazards.

B. Housekeeping standards outside the unit:

General:

- Porches/Patios: should be clean and free of hazards. Any item(s) stored on porch must not impede access to the unit.
- Yards/Grassy Area: should be free of debris, toys, trash, indoor furniture,
- Fences are prohibited.
- Exterior walls: should be free of graffiti.
- Sidewalks/Steps: should be clean and free of hazards.
- Storm doors: should be clean, all parts in-tact, and have no damage.
- Parking Area: should be free of abandoned cars. There shall be no repairs on vehicles on DHA property.
- Sheds: should be clean, free of graffiti, debris, vehicle parts, and flammable materials.



Unsafe Items:

- Interference: any interference which prohibits free movement within the unit (unable to walk through the unit without tripping or bumping into items).
- Egress: Each room must have two unobstructed exits (window and door) with no furniture, boxes, etc. blocking the 2 exits. Interior bedroom door locks are prohibited.
- Accessible: all electrical panels and water shut-off valves must be accessible. All entryways and doors should be accessible.
- Hazard Free: unit must be free of conditions that may cause physical harm to the resident and/or staff or cause damages to DHA property.
- Smoke alarms: must work and not be disconnected or made inoperable in any way.
- Light Bulbs: all light bulbs must be in the light sockets at all times.

If the unit fails inspection due to violations of the Housekeeping Policy, the following procedures will be followed;

1. The resident will be notified in writing and given a list of the fail items and the corrective measures required. The resident will be given a date and time for the Resident to attend a mandatory housekeeping class. This notice states that failure to attend the class will be a violation of the lease and may be subject to eviction procedures. The notice will also notify the resident of the second and third inspections. The notice states failure to allow management to conduct follow-up inspections or the Tenant's unit failing 3 inspections may result in termination of the lease.
2. The resident will be required to attend the mandatory housekeeping class on the scheduled date and time provided in the notice. After successfully completing the housekeeping class, the second inspection will be conducted. Failure to attend the mandatory housekeeping class may result in termination of the lease.
3. A second inspection will be conducted to determine if the fail items have been corrected. If the items have not been corrected, the unit will fail for the second time and the resident will be notified in writing. A final list of fail items and a specific amount of time to correct the fail items will be provided in writing.
4. If after three inspections the fail items have not been corrected, the Property Manager will issue a notice of termination to the resident.



If at any time the DHA determines that the dwelling unit is inhabitable because of imminent danger to the life, health, and safety of the occupants or other residents then DHA will start termination procedures immediately and will not follow the above procedures.

Resident's request for inspections/workshops to be rescheduled will only be granted in cases of emergencies; it will be the decision of DHA to decide what emergencies qualify. The inspection/s may only be rescheduled two (2) times.

(Tenant's Printed Name)

(Tenant's Signature)

(Date)

COPY



ABSENCE FROM UNIT ADDENDUM

The provisions of this directive are to provide formal guidance and uniform procedures to ensure that residents are informed of the terms and conditions affecting family absences from units longer than 30 consecutive days.

1. The family must supply any information or certification requested by DHA to verify that the family is living in the unit, or relating to family absence from the unit, including any DHA-requested information or certification on the purposes of family absences. The family must cooperate with DHA for this purpose.
2. The family must promptly notify DHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 consecutive calendar days. Under no circumstances shall the entire family be absent from the unit for a period exceeding 30 days unless DHA determines that exigent circumstances exist and the resident has obtained prior written approval from DHA. In such a case promptly means within 5 business days of the start of the extended absence.
 - a. Approval for an extended absence must be completed in writing on DHA's Extended Absence Form (exhibit I)
 - b. The Extended Absence Form must be completed by the Head of Household, or the Head of Household's designee if the Head of Household is unavailable due to medical circumstances
 - c. DHA must have a means to contact the resident and/or family in an emergency
3. If an entire family is absent from the public housing unit for more than 30 consecutive days, and the family does not adequately verify that they are living in the unit or have approval from DHA; DHA may terminate the lease. The approval must be completed in writing as stated in 2 (a) (b) (c) above.
4. If the family appears to have vacated the unit without giving proper notice, DHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, DHA will secure the unit immediately to prevent vandalism and other criminal activity.
5. For DHA to consider a unit abandoned, the following steps must have been taken:
 - a. The unit must be inspected for furniture, food, clothing and other household belongings.
 - b. DHA must check to see if there is any evidence of the existence of the subjective resident's intent to not return to the unit. Such evidence should come in the form of:
 - i. written notices from the resident; or
 - ii. neighbors that may have witnessed the admission by the resident that he/she will not be returning; or

- iii. verbal admission by the resident that he/she will not be returning made to maintenance or management staff.
 - c. Verify with the utility company as to the voluntary termination of services by the resident.
 - d. After obtaining this information, a reasonable determination on whether the unit is actually abandoned should be made.
- 6. Based on criterion stipulated herein, whether in combination, or any single item listed, should the DHA make a reasonable determination that the unit has indeed been abandoned, the Property Manager must post the required 48-hour abandonment notice. If after 48-hours, the resident has not contacted the Property Manager for entry into the unit, the Property Manager will change the locks and take possession of the unit.
- 7. DHA may remove and store any of the resident's property at the dwelling unit or the development when the resident moves out. DHA may sell any such property at a public or private sale (subject to any recorded security agreement or financing statement) after 30 days written notice of the time and place of sale has been sent to the resident at the dwelling unit's address or resident's forwarding address, if such forwarding address has been provided to DHA by the resident. A prior court hearing shall not be required for DHA to exercise its rights under this section.
- 8. If DHA sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges revised owed by the resident, if any. If there is any money left, it will be sent to resident at resident's forwarding address. Nothing in this section shall limit DHA's right to immediately dispose of trash or other property of no value to DHA.
- 9. In order to determine if the resident is absent from the unit, DHA may:
 - a. Write letters to the resident at the unit;
 - b. Telephone the resident;
 - c. Send electronic communication to the resident;
 - d. Verify if the utilities are in service; and
 - e. Check with the post office

Resident Signature	Date
Resident Signature	Date
Management Signature	Date

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

Minimum Rent Exemption Options

DHA will allow families to request an exemption to the minimum rent requirements for hardship circumstances in monthly increments of three months. Financial hardship circumstances include the following:

1. The Family has lost eligibility for or is awaiting an eligibility determination for Federal, State, or local assistance program;
2. The family would be evicted as a result of the obligation of the minimum rent requirement;
3. The income of the Family has decreased because of change in circumstances, including loss of employment; or
4. A death in the Family has occurred.

If a request is denied, then the household is still responsible for all back rent that is owed to DHA. By my signature, I am acknowledging that this information has been explained and a copy has been given to me.

Resident Signature

Date



Notice of Move-Out



For Tenant's Use Only

I hereby serve notice of my intent to vacate my apartment on the _____ day of _____, 20_____.
I intend to move to the following address:

_____ Street & Apt. # _____ City _____ State _____ Zip Code _____

Reason for Vacating: _____

Tenant's Signature _____ Date Signed: _____

For Development's Use Only

Client # _____ Apt.# _____ Development: _____

Tenant's Name: _____ Spouse's Name: _____

Tenant's SSN: _____ Spouse's SSN: _____

Tenant's Monthly Rent: _____ Transfer yes no

Notice Taken By: _____ Keys Received By: _____

Date Taken: _____ Date Keys Received: _____

Date Actually Vacated: _____ Move-out Charge: \$ _____

Manager's Signature: _____ Date: _____

For Tenant Accounting Use Only

Balance Due to DHA as of _____ (Date): \$ _____

Credit due Tenant - Security Deposit: \$ _____

Credit due Tenant - Rent _____ to _____: \$ _____

Sub Total: \$ _____

Charges due to DHA

Move-out Charges \$ _____

Final Utility Bill \$ _____

Legal Charges..... \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Due DHA \$ _____

Check # _____ Total Due Tenant \$ _____

Prepared by: _____ Approved by: _____

DHA 699-02
Stk.# 17-2761-153
(7/7)

Proof of Utility Service & Third Party Agreement

Dear Sir/Madam:

The below listed individual is a tenant of the Dallas Housing Authority. By signature below, this individual authorizes you to copy the Dallas Housing Authority on any delinquency notices or disconnection notices, if he/she fails to pay the electric bill and you are preparing to disconnect electric service. The individual also authorizes the release of information, including billing, payment, and consumption history of the listed utility service to the Housing Authority of the City of Dallas. This authorization will expire 15 months from the date of signature.

Failing to pay for electric service in the tenant's name is a lease violation and the Dallas Housing Authority will work with tenants to ensure that they understand this fact. Further, if tenants fail to make utility payments, the Dallas Housing Authority will carry out appropriate lease enforcement actions.

This notification request authorizes the energy/utility provider(s) listed below to send copies of all non-payment notices to the Dallas Housing Authority at the following address:

Property Address: _____

If you have any questions, please contact the Dallas Housing Authority or its management representative:

Property Name: _____

Phone Number: _____

Tenant Name: _____

Service Address: _____

Electricity Provider Name: _____

Account #: _____

ESI Number (found on bill): _____

I understand that it is my responsibility to notify the Property Manager if there any changes in my utility providers and must complete a new form when I choose to change provider(s).

	Tenant Release
I _____	hereby authorize the release of the requested information.
X _____	
Signature	Date

The Importance of Renters Insurance

What is renters insurance?

Renters insurance may cover personal belongings damaged from a covered peril plus additional living expenses, like groceries and lodging, if you're unable to live at your residence while it's being repaired because of a covered loss. Your renters policy also includes personal liability coverage if you're legally responsible for someone else's injuries or damages. Renters insurance won't cover the actual structure you live in — that's your landlord's responsibility.

How does renters insurance work?

A renters policy provides financial reimbursement for covered losses to your personal belongings. If a covered peril occurs, you'll file a claim with your renters insurance company to receive compensation for your loss, up to your policy's limits, sub-limits, and minus any deductible.

Do I need renters insurance?

In order to protect yourself and your belongings against fire, theft, water damage and vandalism, as well as personal liability, we strongly recommend that you purchase a policy of household or renters insurance. It is the owners' responsibility to insure the building structure; our policy does not cover your personal belongings or liability.

What does renters insurance cover?

Renters insurance covers personal property, personal liability, medical payments and additional living expenses or loss of use, up to the limits of the policy purchased.

What is the average cost of renters insurance?

The Texas Department of Insurance lists the average renters policy cost about \$20 a month.

SMOKE-FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, the DHA, *Housing Solutions for North Texas* (DHA) and Tenant agree as follows:

- 1. Purpose of No-Smoking Addendum.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- 2. Effect & Implementation of No-Smoking Addendum.** Smoking is not permitted anywhere inside the public housing units or buildings, or within 25 feet of any building owned or managed by DHA. This addendum is effective for all Tenants, household members, and guests who occupy or visit a dwelling unit on DHA property, and for all employees, contractors, and business invitees who provide services to any DHA properties.
- 3. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted pipe, cigar, cigarette, e-cigarette or other tobacco product or similar lighted product in any manner or in any form.
- 4. Smoke-Free Buildings.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, inside the building where the Tenant's dwelling is located, in any of the indoor common areas of such building, or in other parts of the entire property comprising the rental community that are indoors; nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 5. DHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that DHA's adoption of a smoke-free living environment, and the efforts to designate the property as smoke-free, does not make DHA the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, DHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free.
- 6. Effect of Breach and Right to Terminate Lease.** A breach of this Addendum shall be a breach of the lease and may be grounds for termination of the Lease by DHA. Failure of any Tenant, household member, or guest to follow the smoke-free addendum may be considered a material breach of this Addendum and a lease violation, and will subject the Tenant to all lease enforcement procedures under the DHA Admissions and Continued Occupancy Addendum (ACOP), which includes termination of lease.
- 7. Disclaimer by Landlord.** Tenant acknowledges that DHA's adoption of a smoke-free building does not in any way change the standard of care that DHA would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. DHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. DHA cannot and does not guaranty or promise that the rental premises or common areas will be free from secondhand smoke.

TENANT ACKNOWLEDGMENT

I have received DHA's Smoke-Free Lease Addendum and I agree to comply with the provisions. I understand that any violation of this addendum and the established DHA addendum and procedures shall be considered a violation of my Residential Lease Agreement and may be cause for lease termination.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Management Signature

Date

COPY



CRIME FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 802 of title 21.)
2. Tenant, any member of the tenant's household or a guest or other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near any DHA community. .
3. Tenant, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the tenant's household or guest, or another person under the tenant's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Section 802 of Title 21 and Federal Law, at any locations, whether on or near the premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including prostitution, as defined in Texas Penal Code 43.02, threatening or intimidating offenses and assaults (including sexual assault) as prohibited in Texas Penal Code 22.07. including but not limited to the unlawful discharge of firearms, on or near any DHA community or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.
9. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
10. This ADDENDUM is incorporated into the rental agreement executed or renewed this day between Landlord and Resident. Tenant acknowledges that if the lease is terminated all rental concessions were become due and owing and that the tenant will be liable for lease-break fees and all rent due for the remainder of the lease term.

Resident Signature Date

Resident Signature Date

Management Signature Date

