

# D W E L L I N G   L E A S E

**The Housing Authority of the City of Meridian  
2425 E Street Post Office Box 870  
Meridian, Mississippi 39302-0870  
Phone (601) 693-4285**

**Project Name** \_\_\_\_\_ **Lease #** \_\_\_\_\_

**Project #** \_\_\_\_\_ **Dwelling #** \_\_\_\_\_ **Unit #** \_\_\_\_\_ **# of Bedrooms** \_\_\_\_\_

**Tenant#** \_\_\_\_\_ **Address** \_\_\_\_\_

The Housing Authority of The City of Meridian (hereinafter called "Management") in consideration of the rental herein reserved and of the statements made by \_\_\_\_\_ (hereinafter called the "Resident"), as set forth in his/her signed application, hereby leases to the Resident and the Resident hereby hires and takes the above described dwelling unit for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_ at midnight at a rental of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) for said term, for the occupancy of members of the Resident's household as follows:

<u>NAME</u>	<u>AGE</u>	<u>SEX</u>	<u>SOCIAL SECURITY NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

Subject to the following terms

**SECTION 1. RENEWAL, RENTAL PAYMENTS, BASIC AMOUNT AND DUE DATE:**

This lease shall automatically be renewed for successive terms of one (1) month at a basic rental of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) per month, due and payable in advance on or before the first (1st) day of each calendar month, unless adjusted in accordance

with the other terms of the lease. If for any reason, the Resident's payment of rent and other charges due will be delayed beyond the first (1st) day of the month, the Resident must, no later than the first (1st) day of the month, contact Management and explain the circumstances which will delay the Resident's payment, and indicate the date on which full payment will be made. If Management agrees to accept payment of rent and other charges later than the first (1st) day of the month the agreement will be set forth in writing and will indicate the date on which the Resident is to make full payment of rent and other charges. Management shall impose a \$5.00 late charge for payment of rent and other charges made after the seventh (7th) of the month, unless prior arrangements have been made. This \$5.00 late charge shall remain in effect until the fifteenth (15th) day of the month at which time an additional late charge of \$15.00 will be due. The said late charge shall be applicable to each month that rents and other charges are due and payable. A fee may be charged to the Resident in accordance with the posted Schedule of Charges for checks returned for non-sufficient funds (NSF) or account closed. If the check is not honored by the seventh (7th ) of the month, the rent will be considered unpaid and subject to the late charge. Late charge and maintenance charges are due and payable two (2) weeks after the Notice of Charge has been made to the Resident from Management. If the Resident disagrees to the charge, he/she may request a hearing under Management's Grievance Procedure.

If the Resident fails to make payment by the first (1st) day of the month and Management has not agreed to accept payment at a later date, the rent shall be considered delinquent. The Resident shall abide by the Notice of Termination demanding payment in full or surrender of the dwelling unit, such notice, having been issued in conjunction with the monthly rent statement.

This lease is subject to the existing approved Admissions and Continued Occupancy Policy and any future revision thereof. The said Admissions and Continued Occupancy Policy shall be made available to the Resident upon request. The Admissions and Continued Occupancy Policy shall also be posted on the bulletin boards at Management's Central Office and all Development Site Offices.

Should it become necessary for Management to institute legal proceedings for collection of eviction, the Resident agrees to pay all costs including reasonable attorney's fees incurred by Management for each successful legal action taken where judgment is rendered in favor of Management.

**SECTION II. SECURITY DEPOSIT:**

A deposit of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) shall be made with Management as a security deposit, payable on the date of admission, or \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on the date of admission and \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on each succeeding rent due date until the total deposit has been paid. The Resident will be eligible for a refund of the security deposit, without interest, if the Resident has provided Management with fifteen (15) days written notice of intent to vacate, and the Resident does not owe Management money for (a) unpaid rent, (b) Resident caused damage beyond normal wear and tear which can be attributed to family member(s) of guest(s) under Resident's control, (c) late fees, or (d) maintenance or other charges. Management will refund to the Resident excess security deposit, if any, within thirty (30) days after the Resident has permanently moved out of the dwelling unit and returned possession of the dwelling unit and keys to Management.

**SECTION III. UTILITIES:**

Management agrees to furnish utilities consisting of natural gas, electrical current, water, trash collection and sewerage service. Additional charges for resident owned appliances will be paid for by the Resident at the same time regular basic rental payments are due, provided such charges are previously approved by Management. Cost for Resident owned appliance usage will be publicly posted in Management's

Development Site Offices. Management shall not be liable for failure to supply, or loss therefrom, any of the above utilities or services for any cause beyond its control.

It is agreed and understood by both Management and the Resident that the subject of utility service and cost is expected to change from the above to conform with such laws and rules duly adopted. Same are set out in the Federal Register of Friday, October 11, 1991.

**SECTION IV. REDETERMINATION OF RENT, DWELLING SIZE AND CONTINUED ELIGIBILITY:**

Once each year, or more often if requested by Management, the Resident agrees to furnish complete, current and accurate information to Management as to family members, family income and employment for use by Management in determining whether the rent should be changed, whether the dwelling size is still appropriate for the Resident's needs and whether the Resident is still eligible for housing assistance. This determination will be made in accordance with Management's approved Admissions and Continued Occupancy Policy posted in Management's Central Office and all Development Site Offices. Management shall notify the Resident of the information, certification and documentation that the Resident must supply; the information, certification, and documentation must be supplied within seven (7) working days. The Resident's failure to supply said information or documentation will be a lease violation and shall be grounds for termination of the lease.

**REDETERMINATION OF RENT:**

- A. Special Reexamination: In addition to periodic reexamination, as outlined above, special reexaminations will be conducted. If at the time of admission or regular reexamination it is not possible to make an estimate of the family's net income for the ensuing twelve (12) month period with any reasonable degree of accuracy and/or because of a condition such as unemployment or unstable family relations, special reexamination will continue to be scheduled until such time as a reasonable estimate of net family income can be made.
  
- B. Temporary Rents: In the event it is not possible, for any reason, to obtain all verification necessary to complete an admission or reexamination, a temporary rent will be established based on the data supplied by the family in the application. The family will be notified by a Temporary Rent Notice that payment of rent, based on this unverified report of anticipated income, is to be made pending the establishment of appropriate rent. The notice will make clear to the family, when the appropriate rent is established, that it will be effective from the established "reexamination" or "admission" date and that they will be charged for any balance due or will have the option to receive a credit on their account or a reimbursement for any overpayment of temporary rent.
  
- C. Action Required Following Reexamination: Immediately following reexamination each Resident will be informed in writing concerning:
  - 1. Any change(s) to be made in the rent and size of dwelling unit occupied;
  - 2. Any changes in family composition which must be acknowledged by both parties in writing;
  - 3. Any instance of misrepresentation or noncompliance with the terms of the lease revealed through reexamination and any corrective or punitive action which is to be taken.

- D. Adjustment of Rent Between Annual Reexaminations: No adjustment of rent will be made except at the time of regular or special reexamination schedule(s) unless:
1. The Resident's family received a lump sum payment which represents the delayed start of a periodic payment, such as unemployment or Social Security benefits, or delayed payment due to a dispute (such as back child support payment). The Resident is required to report lump sum payments to Management within ten (10) calendar days of receipt, and applicable rent due because of receipt of lump sum payment shall be paid in full as described in Management's Admissions and Continued Occupancy Policy;
  2. The household income decreases or deductible expenses increase sufficiently to create a financial hardship. The effective date of rent change will be the first (1st) day of the month following the reported income decrease. "Financial Hardship" is defined as an unexpected or unanticipated occurrence resulting in loss of income (examples shown in paragraph 4 and 5 of this section);
  3. An approved new family member, with income, is added to the household. The effective date of rent change will be the first (1st) day of the second (2nd) month following entry into the household;
  4. The head-of-household or spouse leaves the dwelling unit because of marital separation or divorce. In such cases, there will be a thirty (30) day waiting period, then the effective date of rent change will be the first day of the following month after expiration of waiting period.
  5. The household income is reduced due to the death of the head-of-household or spouse, a hardship reduction will be effective the first (1st) day of the month following the death of head-of household or spouse;
  6. A Management error occurred in connection with an admission or reexamination. If the error resulted in the Resident paying too much rent, the effective date of the rent change will be the same date as the previous change. If the error resulted in the Resident not paying enough rent, the correct rent will be calculated immediately upon verification of the error. The Resident will be given thirty (30) days notice of rent change and the effective date of the change will be the first (1st) of the month following the expiration of the notice period; and,
  7. It is discovered that the Resident misrepresented the facts upon which his/her rent was based, the effective date of rent change will be the date it would have been had the proper facts been previously know.

When Management redetermines the amount of the rent payable by the Resident, Management will notify the Resident in writing that he/she may ask for an explanation as to why the rent is changing. If the Resident does not agree with the reasons given for the change, the Resident shall have the right to request a hearing under Management's Grievance Procedures.

A rent reduction granted under the hardship provision, shown in Section IV, D 2, 4, or 5, shall remain in effect sixty (60) days, after which time, it will automatically increase to the amount the Resident was paying prior to the reduction. However, if the Resident presents proof of a continuing hardship, reductions may continue to be made on a thirty-day (30) basis until the hardship ends or until the next regular or special reexamination.

When rent is changed, Management shall determine if a special reexamination is to be scheduled prior

to the next regular reexamination date. A special reexamination will be scheduled within the next thirty (30), sixty (60), or ninety (90) days, or a date determined by Management's estimate of the time required for the Resident's circumstances to stabilize.

In the event of any adjustment pursuant to Section IV, Management will mail or deliver a "Notice of Rent Adjustment" to the Resident in accordance with Section XIV hereof

**REDETERMINATION OF DWELLING SIZE:**

If Management determines that the size of the dwelling unit is not longer appropriate for the Resident's needs, the Resident will be required, at Management's option, to move to an appropriate size unit. The Resident will be allowed five (5) calendar days in which to move, provided such does not create undue hardship (example would be moving during the middle of the school year and the move necessitating a change in school districts). Management shall notify the Resident that he or she may ask for an explanation stating specific grounds for the determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under Management's Grievance Procedure.

In connection herewith, the Resident shall be obligated to report within the (10) calendar days of receipt of a lump sum payment referred to in Section IV D. I. hereof, and any changes in the household composition.

**SECTION V. OCCUPANCY OF THE DWELLING UNIT:**

The Resident shall have the right to exclusive use and occupancy of the dwelling unit by the members of the household authorized to reside in the unit, including reasonable accommodation for their guest(s) (a person in the unit with the consent of a household member).

**SECTION VI. RESIDENT OBLIGATIONS:**

The Resident shall abide by necessary and reasonable regulations promulgated by Management for the benefit and well being of the housing development and the Residents. The list of the Resident's obligations (known as the "Rules and Regulations") is posted in each Development Site Office and incorporated herein by reference.

The Resident:

- A. Shall not assign the lease or sublease the dwelling unit;
- B. Shall make use of the dwelling unit solely as a private dwelling and principal place of residence for the Resident and Resident's household members as identified in the lease and not to use or permit its use for any other purpose - unless authorized by Management to do so;
- C. With approval of Management, may have a foster child or a live-in-aide reside in the dwelling unit. A "live-in-aide" is a person who resides with an elderly, disabled or handicapped person and who;
  - (1) is determined to be essential to the care and well-being of the Resident and/or household member; and
  - (2) is not obligated for the support of the person; and

- (3) would not otherwise be living in the dwelling unit except to provide the necessary supportive services.

In deciding whether a foster child may reside in the dwelling unit, Management may consider the following factors:

- (1) whether the addition of a new occupant may necessitate a transfer to another unit and whether such unit is available, and
  - (2) Management's obligation to make reasonable accommodations for handicapped or disabled person(s).
- D. Shall not provide accommodations for boarders or lodgers. Guests will be allowed; however, guest's stay shall not exceed a period of two (2) consecutive weeks or for repeated periods of two (2) consecutive weeks within a sixty (60) day period, without prior written permission from Management;
- E. Shall not tamper with Management installed smoke detectors and shall insure that batteries are kept in place. The Resident shall inform Management of any problems with the smoke detectors, including the failure of the batteries. This shall be reported in the same manner as any other maintenance need of the dwelling unit;
- F. Shall refrain from and to cause his/her household member(s) and guest(s) to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or Development Site;
- G. Will pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, Development Site buildings, facilities or common areas caused by the Resident, his/her household members, or guest(s). A Schedule of Charges, as is in effect, is incorporated by reference and same is posted in the Central and Development Site Offices of Management;
- H. Shall pay all damages caused from a fire that is determined to have been caused by the Resident, the Resident's household member(s) or guest(s) in the Resident's household, an amount up to Management's most recent fire insurance deductible;
- I. Shall refrain from, and cause their household member(s) and guest(s) to refrain from, illegal or other activity which impairs the physical or social environment of the Development Site; such as, but not limited to, the on-premises sale of drugs and/or alcohol, prostitution, etc.;
- J. Shall not make any repairs or alterations to the unit, building, grounds or common areas without written consent of Management;
- K. Shall not keep, feed or allow fowls, animals or pets of any kind in the dwelling unit or on the premises except as described herein in Section IX;
- L. Shall report to Management any extended periods of twenty-one (21) or more consecutive days the unit will be vacant (examples would be extended vacations or prolonged hospital stays);
- M. Shall not threaten, or allow any person(s) on the premises with his/her consent to threaten the health or safety of other residents or Management's employees;
- N. Shall not install any antenna, radio equipment and/or other communication devices that would interfere with the rights of his/her neighbor(s);

- O. Shall not keep or permit waterbeds nor any other water-filled furniture in the dwelling unit;
- P. Understands that in the event he/she vacates the dwelling unit with or without notice to Management and leaves in the dwelling unit or on the premises personal property of any nature or description, Management shall not be responsible for such property; and, will be entitled to store, salvage or dispose of such property at its sole discretion, after making efforts to locate the Resident or Resident's next-of-kin as Management may deem appropriate;
- Q. Shall not keep or maintain near the dwelling unit, on the premises or on the streets of the Development Site any abandoned or inoperable automobile or motor vehicle or any automobile or motor vehicle which does not bear current and valid license plate and inspection sticker. In no event will any motor vehicle or automobile be permitted on any lawn area, yard, seeded area, playground or property other than a paved street or parking area. All resident owned vehicles must have affixed to same a Management's Identification Parking Decal;
- R. Understands Management may (but shall not be required to) allow a Resident to engage in legal profit-making activities in the dwelling unit. This is only if Management determines that such activities are incidental to the lawful and primary use of the leased unit for residence by members of the household; and, provided that such activities do not violate Management's policies concerning profit-making activities;
- S. Shall comply with all obligations imposed upon him/her by applicable provisions of building and housing codes materially affecting health and safety - including entrance for monthly extermination for pest control, annual inspection, or routine maintenance.
- T. Shall maintain the dwelling unit and such other areas (including, but not limited to; yard, drive, porch and sidewalks - particularly if the Resident is residing in a single family dwelling) as may be assigned to the Resident for his/her exclusive use in a clean, sanitary and safe condition;
- U. Shall promptly dispose of all garbage, rubbish and/or hazardous waste from the dwelling unit in a safe and sanitary manner;
- V. Shall use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating or air conditioning and other facilities and appurtenances;
- W. Shall conduct, and to cause household member(s) or guest(s) to conduct, themselves in a manner which will not disturb his/her neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- X. Shall assure that he/she, any member of the household, a guest(s) or another person under the Resident's control, shall not engage in any drug-related criminal activity in the dwelling unit or on or near Management's premises. Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and reason for eviction from the dwelling unit:

The term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use of a controlled substance as defined in Section 102, Controlled substance Act (U.S. Code 21, Paragraph 802);

- Y. Shall certify by signing the Formal Application for Admission, the Application for Continued Occupancy, and Form HUD-50058 (Tenant Data Summary), which is incorporated herein by reference, that all information and documentation submitted to Management by the Applicant or the Resident, or any other member of the household in connection with an initial application of an annual or interim reexamination of the family's income and composition, are true and complete to the best of the Resident's knowledge and belief, and, that the Resident and other members of the Resident's household have not committed any fraud in connection with any Federal Assistance Program(s) which was not disclosed to Management.
- Z. Shall disclose and provide documentation to verify Social Security Numbers of each member of the household:
- AA. Shall not discharge any type of firearms, guns or air rifles whatsoever in the dwelling unit or on Management's premises;
  - BB. Shall report within ten (10) calendar days full and complete information regarding receipt of a lump sum payment of money, as discussed herein above (Section IV. D. 1); and, a change in family composition;
  - CC. Shall not tamper with or change the setting of Management installed hot water heater; and
  - DD. Shall insure that Management installed heating system thermostat is maintained in a working condition and shall immediately report to Management any problems or failure.

#### **SECTION VII. DAMAGE AND REPAIR:**

The Resident shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. The Resident shall also notify Management promptly of any known needs for repair to his or her dwelling unit; and, of any known unsafe conditions in the common areas and/or grounds which may lead to damage or injury.

The Resident will be responsible for paying the cost of repairing damages to the dwelling unit which are beyond normal wear and tear; unless, the Resident furnished reasonable evidence that the damage was not caused by himself/herself, a member of the household, a guest or another person under the Resident's control. This action recognizes the fact that the dwelling unit is under the dominion of the Resident.

A Schedule of Charges for the repair of damages is posted in each of Management's Development Site Offices. Such charges shall be billed to the Resident and shall specify the items of damage involved, corrective action required and the cost thereof

Charges for maintenance and repair of damages are due and collectable two (2) weeks after the notice of charge has been made to the Resident from Management. If the Resident does not agree with the determination of the charges, the Resident shall have the right to request a hearing under Management's Grievance Procedure.

#### **SECTION VIII. PERSONAL PROPERTY LOSS:**

Management does not carry insurance to cover the Resident's personal property loss or damages. Management carries only insurance to cover damage on losses to the dwelling unit structure itself Residents are cautioned that Management is not responsible for loss such as food spoilage in the event of an electrical failure or equipment malfunction. Residents must take steps to protect and care for their personal property.

**SECTION IX. PETS:**

Management shall allow a Resident to own and keep a pet only in those Development Sites designated for occupancy by elderly, handicapped or disabled families, and shall be subject to all rules outlined in the Pet Policy which is posted in each Development Site Office and incorporated herein by reference. The designated Development Sites are Scattered Sites MS004011 A, B, C, D; and MS004012C, Oakland Heights Gardens.

**SECTION X. DEFECTS HAZARDOUS TO LIFE AND HEALTH AND/OR SAFETY:**

If the dwelling unit should be damaged to the extent that conditions are created which are hazardous to life, health and/or safety:

- A. The Resident shall immediately notify Management of the damage;
- B. Management will be responsible for the repair of the unit within a reasonable time - after having received notice from the Resident of the specific needs for repair, however, if the damage was caused by the Resident, a member of the household, guest(s) or another person under the Resident's control, the reasonable cost of the repairs shall be charged to the Resident, up to an amount equal to Management's insurance deductible, if applicable;
- C. If necessary repairs cannot be made within a reasonable time (72 hours), Management shall offer to the Resident a standard alternative for accommodations - if available;
- D. If necessary, and repairs are not made within 72 hours or alternative accommodations are not offered within that time, the Resident's rent shall abate until repairs are made or until an alternative accommodation is provided.

EXCEPTION: No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by the Resident, a member of the household, guest(s) or another person under the Resident's control.

- E. Until such time as the damage is repaired, it shall be the duty of the Resident to take reasonable steps to warn others of said damage and prevent injury to others resulting therefrom.

**SECTION XI. MANAGEMENT OBLIGATION:**

Management's obligations under this lease shall include the following:

- A. To maintain (except to the extent that duty to maintain is the Resident's) the dwelling unit and the Development Site in a decent, safe and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes and U.S. Department of Housing and Urban Development (HUD) regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit within a reasonable time - when notified by the Resident of the need for repair(s);
- D. To keep the Development Site buildings, facilities and common areas (not otherwise assigned to the Resident for maintenance and upkeep) in a safe and clean condition;
- E. To maintain in good and safe working order the condition of all electrical, plumbing, sanitation, heating, ventilation and other facilities and appliances supplied by Management;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the dwelling unit, with the exception of hazardous waste;

- G. To supply running water and a reasonable amount of hot water and reasonable amounts of heat at appropriate times of the year, according to local custom and usages;
- H. To furnish the following dwelling unit equipment without cost to the Resident: heating unit, water heater, range, and refrigerator; and
- I. To notify the Resident of the specific grounds for any proposed adverse action by Management (such an adverse action includes, but not limited to, a proposed lease termination, transfer of the Resident to another unit, charges for maintenance and repair). When Management is required to afford the opportunity for a hearing under the Grievance Procedures for a grievance concerning a proposed adverse action, the notice of the proposed adverse action shall inform the Resident of the right to request a hearing. In the case of a lease termination, a notice of lease termination shall constitute adequate notice of a proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and was in accordance with Management's Grievance Procedure which is posted in all Development Site offices, reference herein, and the grievance process has been complete.

## **SECTION XII. INSPECTIONS:**

Management and the Resident, or his/her representatives(s), shall be obligated to inspect the dwelling unit prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement, signed by both Management and the Resident, of the condition of the dwelling unit, equipment provided by Management, and a copy of the abatement, if any, shall be retained in the Resident's file.

Before the Resident vacates, the Resident must give Management an opportunity, during normal working hours, to inspect the dwelling unit and outline in writing what must be done to restore the unit to acceptable re-renting status along with a statement of charges, if any, for which the Resident is responsible. The Resident or his/her representative(s) is encouraged to participate in such inspection.

The Resident agrees that the duly authorized agent, employee or representative of Management will be permitted to enter the Resident's dwelling unit upon advance notification to the Resident (during reasonable hours) for the purpose of performing routine inspection and/or maintenance. A written statement outlining the purpose of Management's entry delivered to the dwelling unit at least two (2) days before such entry shall be considered reasonable advance notification. The routine monthly extermination for pest control schedule is posted in each Development Site Office (no other notification will be issued).

Management shall have the right to enter the Resident's dwelling unit prior to notice to Resident, if Management has reason(s) to believe that an emergency exists which requires immediate entrance.

If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management will leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. If the Resident initiates the maintenance work order, no written notice is required.

## **SECTION XIII. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES:**

Management will provide an individual who has a hearing impairment, visual impairment and/or other special physical needs with reasonable accommodations to the extent necessary which will provide a persons with an opportunity to use and occupy a dwelling unit equal to a non-handicapped person. Residents may, at any time during their residence, request reasonable accommodations so that the Resident can meet lease requirements and/or other requirements of tenancy.

#### **SECTION XIV. NOTICE PROCEDURES:**

Any notice to the Resident required herein will be sufficient if delivered in writing to the Resident personally or to an adult member of the Resident's household residing in the dwelling unit; or, if sent by prepaid, first class mail, properly addressed to the Resident. A notice to Management must be in writing and either delivered to Management's office or sent to Management by prepaid, first class mail, properly addressed. If the Resident is visually or hearing impaired, all notices will be in an accessible format.

#### **SECTION XV. TERMINATION OF TENANCY AND LEASE:**

Management shall not terminate or refuse to renew the lease other than for serious or repeated violations of the material terms of the lease; such as, but not limited to, failure to make timely payments due under the lease, failure to fulfill the Resident's obligations set forth in Section VI, or for other good cause.

Management's Notice of Termination to Resident shall state the reason(s) for the termination of the lease or eviction and shall inform the Resident of the Resident's right to make such reply as the Resident may wish and of the right to request a hearing in accordance with Management's Grievance Procedures.

The Notice shall further state the Resident's right to examine Management's documents directly relevant to the termination or eviction. If Management does not make such requested documents available for examination upon request by the Resident, Management may not proceed with eviction. This lease may be terminated by Management after giving written notice in accordance with Section XIV.

The lease may be terminated by the Resident at any time by giving fifteen (15) days written notice to Management. The notice to Management shall be in a manner as specified in Section XIV.

Resident agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear expected; and, to return the keys to Management when he/she vacates the dwelling unit.

This lease may be terminated by Management after giving written notice pursuant to Section XI in accordance with the following:

- (a) Fourteen (14) days in the case of failure to pay rent;
- (b) A reasonable time commensurate with creation of a threat to the health or safety of other Residents and/or Management employees.
- (c) Thirty (30) days in any other cases, such as:
  - Destruction of property;
  - Unclean and/or sanitary housekeeping;
  - Illegal activity;
  - Unauthorized person(s) living in the dwelling unit;
  - Failure to abide by Management's policies.

Criminal activity by the Resident, any household member, guest(s), or another person under the Resident's control shall be cause for termination of residency. Types of criminal activity that will be cause for termination of residency include, but are not limited to:

- (a) Any drug-related criminal activity in the dwelling unit or on or near Management's premises; or
- (b) Any criminal activity that disrupts or threatens the health, safety, or peaceful enjoyment of the Development Site by its residents or employees of Management.

## **SECTION XVI. GRIEVANCE PROCEDURES:**

When Management is required to afford the Resident an opportunity for a hearing under Management's Grievance Procedures for a grievance concerning lease termination, the tenancy shall not terminate until the time for the Resident to request a grievance hearing has expired, and the grievance process has been completed.

When Management is not required to afford the Resident the opportunity for a hearing under Management's Grievance Procedure for a grievance concerning lease termination, and Management has decided to exclude such grievance from the grievance procedure, the notice of lease termination shall:

- (a) State that the Resident is not entitled to a grievance hearing on the termination;
- (b) Specify the judicial eviction procedure to be used by Management for eviction of the Resident and state that the Department of Housing and Urban Development (HUD) has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process (as defined in the Department of Housing and Urban Development Regulations);
- (c) State whether the eviction is for a criminal activity or for drug-related criminal activity; and
- (d) State that management may evict the Resident from the unit only by bringing court action.

The Resident has the right to examine Management's documents before a grievance hearing. Management shall provide the Resident a reasonable opportunity to examine, at the Resident's request, Management's documents before a grievance hearing concerning a termination of tenancy or eviction. The Resident shall be allowed to copy any such document(s) at the Resident's request and at the Resident's expense. Management's records may not be removed from Management's premises.

In deciding to evict for criminal activity, Management shall have discretion to consider (but shall not be required to consider) all of the circumstances of the case. This shall include, but not limited to, the seriousness of the offense and the extent of participation by family members who were not included in the criminal activity. In appropriate cases, Management may permit continued occupancy by the remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside in the dwelling unit. Management 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 be allowed to reside in the dwelling unit.

When Management evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local post office serving the dwelling unit that the individual or family no longer resides in the dwelling unit.

All disputes concerning the obligations of the Resident or Management shall be resolved in accordance with Management's Grievance Procedures. Management's Grievance Procedure is attached to this lease and by signing below, the Resident acknowledges receipt of those Procedures.

## **SECTION XVII. PROVISIONS FOR MODIFICATIONS:**

This lease, together with any further modifications, evidences the entire agreement between Management and the Resident.. All amendments to this lease shall be made in writing and shall be signed and dated by both Management and the Resident, (except those documents listed below);

- (a) Rent adjustments;
- (b) Late fee(s) notice;
- (c) Charge notice for services rendered;
- (d) Rules and regulations.

**CERTIFICATION:**

I certify that I, and other members of my household, have not committed any fraud in connection with any Federal housing assistance program(s), except any such fraud that was fully disclosed to Management before execution of this lease or before Management approval for occupancy of the dwelling unit by the Resident and all household members.

I also certify that all information and documentation submitted and given by myself and/or other members of my household to Management in connection with any Federal housing assistance program, before and during the Dwelling lease term, are true and complete to the best of my knowledge and belief.

IN WITNESS WHEREOF, the parties have executed this lease agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Meridian, MS.

LESSEE'S SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

THE HOUSING AUTHORITY OF THE CITY OF MERIDIAN

BY: \_\_\_\_\_  
Executive Director

Witness:  
\_\_\_\_\_

ADDENDUM TO LEASE

SECTION XV. TERMINATION OF TENANCY AND LEASE:

Management shall not terminate or refuse to renew the lease other than for serious or repeated violations of the material terms of the lease; such as, but not limited to, failure to make timely payments due under the lease, failure to fulfill the Resident's obligations set forth in Section VI, or for other good cause.

Management's Notice of Termination to Resident shall state the reason(s) for the termination of the lease or eviction and shall inform the Resident of the Resident's right to make such reply as the Resident may wish and of the right to request a hearing in accordance with Management's Grievance Procedures.

The Notice shall further state the Resident's right to examine Management's documents directly relevant to the termination or eviction. If Management does not make such requested documents available for examination upon request by the Resident, Management may not proceed with eviction. This lease may be terminated by management after giving written notice in accordance with Section XIV.

The lease may be terminated by the Resident at any time by giving fifteen (15) days written notice to Management. The notice to Management shall be in the manner as specified in Section XIV.

Resident agrees to leave the dwelling unit in a clean and sanitary condition, reasonable wear and tear expected; and, to return the keys to Management when he/she vacates the dwelling unit.

This lease may be terminated by Management after giving written notice pursuant to Section XI in accordance with the following:

- (a) Fourteen (14) days in the case of failure to pay rent;
- (b) A reasonable time commensurate with creation of a threat to the health or safety of other residents and/or Management employees.
- (c) Thirty (30) days in any other cases, such as:
  - Destruction of property;
  - Unclean and/or unsanitary housekeeping;
  - Illegal activity;
  - Unauthorized person(s) living in the dwelling unit;
  - Failure to abide by Management's policies.

Criminal activity by the Resident, any household member, guest(s) or another person under the Resident's control shall be cause for termination of residency. Types of criminal activity that will be cause for termination of residency include, but are not limited to:

- (a) Any drug-related criminal activity in the dwelling unit on or off Management's premises;  
or
- (b) Any criminal activity that disrupts or threatens the health, safety, or peaceful enjoyment of the Development Site by its residents or employees of Management.
- (c) Alcohol abuse that management determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Project No. \_\_\_\_\_  
Apt. No. \_\_\_\_\_  
Lease No. \_\_\_\_\_

Resolution No.: 1223  
Board Approved: 03-26-97  
Effective: 04-01-97

Addendum No. 2

AMENDMENT TO DWELLING LEASE

SECTION 1. RENEWAL, RENTAL PAYMENTS, BASIC AMOUNTS AND DUE DATES:

This lease shall automatically be renewed for successive terms of one (1) month of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) per month, due and payable in advance on or before the first (1st) day of each calendar month, unless adjusted in accordance with the other terms of the lease. Management shall impose a \$20.00 late charge for payment of rent made after the seventh (7th) of the month. The said late charge shall be applicable to each month that rent is due and payable. A fee may be charged to the Resident in accordance with the posted Schedule of Charges for checks returned for non-sufficient funds (NSF) or account closed. If the check is not honored by the seventh (7th) of the month, the rent will be considered unpaid and subject to the late charge. Late charges are due and payable two (2) weeks after the Notice of Charge has been made to the Resident from Management. Maintenance charges made between the first (1st) and the fifteen (15th) of each month will be due and payable on the first (1st) of the next month after the Notice of Charge has been made to the Resident from Management. All maintenance charges made after the sixteenth (16th) of the month will be due and payable on the first (1st) of the following month after the Notice of Charge has been made to the Resident from Management. If the Resident disagrees to the charge, he or she may request a hearing under the Management's Grievance Procedure.

If the Resident falls to make payment by the seventh (7th) day of the month, the rent shall be considered delinquent. The Resident shall abide by the Notice of Termination demanding payment in full or surrender the dwelling unit, after such notice, having been issued in conjunction with the monthly rent statement.

This lease is subject to the existing approved Admissions and Continued Occupancy Policy and any future revisions thereof. The said Admissions and Continued Occupancy Policy shall be made available to the Resident upon request. The Admissions and Continued Occupancy Policy shall also be posted on the bulletin boards at Management's Central Office and all Development Site Offices.

Should it become necessary for Management to institute legal proceedings for collection or eviction, the Resident agrees to pay all cost including reasonable attorneys' fees incurred by Management for each successful legal action taken where judgment is rendered in favor of Management.

In witness whereof, the parties have on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed the above Amendment to existing Dwelling Lease.

LESSEE'S SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

THE HOUSING AUTHORITY OF  
THE CITY OF MERIDIAN

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
FOR: DERWIN JACKSON  
EXECUTIVE DIRECTOR