

**PICKAWAY METROPOLITAN HOUSING AUTHORITY**

**SUMMARY SHEET**

Tenant:

Tenant's Home Phone:

Account Number:

Project Number:

Unit Number:

Initial Monthly Rent:

Utility Reimbursement:

Security Deposit:

Commencement Date:

Termination Date:

Pro-Rated Rent:

The Pickaway Metropolitan Housing Authority shall not discriminate against any tenant in the provision of housing and services on the grounds of race, color, sex, religion, age, handicap, (or) nation origin or sexual orientation. Tenant may, at any time during the term of this Lease, request reasonable accommodation for a disability of a household member.

**PICKAWAY METROPOLITAN HOUSING AUTHORITY  
RESIDENTIAL LEASE AGREEMENT**

THIS LEASE IS IN TWO PARTS:

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the Authority, includes Part I Terms and Conditions (see reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of the lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

## **PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS**

### **Pickaway Metropolitan Housing Authority**

THIS LEASE AGREEMENT (called the "Lease") is between the Pickaway Metropolitan Housing Authority (hereinafter called the "PMHA"), and Tenant named in Part II of this lease (called "Tenant"). [966.4(a)].

#### **I. Description of the Parties and Premises: [966.4(a)]**

- (a) The PMHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4(a)]
- (b) Premises must be used only as a private residence, of the Tenant and the family members named on Part II of the Lease. The PMHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities, subject to the PMHA policy on such activities. [966/4(d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but **excluding natural births, adoptions, and court awarded custody**, require the advance written approval of the PMHA. Such approval will be granted only if the new family members pass the PMHA screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4(a)(2) & (d)(3)(i)]

Tenant agrees to wait for the PMHA approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the PMHA may terminate the lease in accordance with Section XVI. [966.4(f)(3)]

- (d) Tenant shall report deletions (for any reason) from the household Members named on the lease to the PMHA in writing, within 10 days of the occurrence. [966.4 (c )(1)&(2)&(f)(3)]

#### **II. LEASE AND AMOUNT OF RENT**

- (a) Unless otherwise modified or terminated in accordance with Section XVI, Lease shall automatically be renewed for successive terms of one calendar year. [966.4(a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PMHA in accordance with Section VII herein. [966.4(c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PMHA in compliance with HUD regulations and requirements and in accordance with the PMHA Admissions and Occupancy Policy. [966.4(c)]

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the close of business (4:00 p.m.) on the fifteen (15<sup>th</sup>) calendar day of each month.**

Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.[966.4 (e) (1)&(3)]

When the PMHA makes any change in the amount of Total Tenant Payment or Tenant Rent, the PMHA shall give written notice to Tenant. The notice shall state the new amount and the date from which the new amount is applicable. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PMHA. Rent determinations are subject to the Administrative Grievance Procedure. If Tenant asks for additional explanation, the PMHA shall respond in a reasonable time. [96.4( c)(4)]

### **III. Other Charges:**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

- (a) Maintenance Costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, or by guests. When the PMHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PMHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PMHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4(b)(2)]
- (b) Excess Utility Charges: At developments where utilities are provided by the PMHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier [966.4(b)(2)]
- (c) Late Charges: A one-time charge of \$25 per month will be assessed for rent or other charges paid after the close of business (4:00 p.m.) on the 15<sup>th</sup> calendar day of the month. [966.4(b)(3)]. The PMHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. [966.4(b)(4)] Payment can be made during regular business hours, by mail, or by use of the PMHA drop box. Tenant bears the risk for lost payment when the drop box method is used. Charges in addition to rent are due no later than two weeks after Tenant receives the PMHA written notice of the charge. [966.4(b)(4)]

### **IV Payment Location:**

Rent and other charges can be paid at the main office located at 176 Rustic Drive, Circleville, Ohio 43113. The PMHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

### **V Security Deposit:**

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to \$100. The security deposit shall be assessed as of the first day of occupancy and shall be payable in full on said date. In the sole discretion of the PMHA, payment of the Security Deposit may be paid by \$25 upon occupancy, and \$25 per month, on the same day as Tenant's rent is due for the following three months.
- (b) PMHA Responsibility: The PMHA will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by the Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intention or negligent damages to the dwelling unit caused by Tenant, household members, or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling has been inspected by, the PMHA.

The return of a Security Deposit shall occur within 30 days after a Tenant moves out. The PMHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PMHA with a forwarding address. If any deductions are made, PMHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

## **VI Utilities and Appliances: [966.4(b)(1)]**

As part of the rent calculation, the PMHA will supply water, sewer and trash service.

- (a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the PMHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. The PMHA will not be liable to the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the PMHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the written approval of PMHA [966.4(b)(2)] Washer and dryer hook-up is available in all family units; a washer and dryer facility exists in the elderly facility.

- (b) Tenant-paid Utilities: If Tenant resides in a development where the PMHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the PMHA will pay a Utility payment to the utility company quarterly. [5.632] The PMHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance long with any resultant changes in Tenant Rent or Utility Reimbursement. [473 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the PMHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [966.4(f)(8)]

Tenant also agrees to not use any form of space heaters in any PMHA property.

## VII Terms and Conditions:

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the **prior written consent of the PMHA**, members of the household may engage in legal profit-making activities in the dwelling unit [966.4(d)(1) & (2)]

These profit-making activities will be counted as income.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen days. Permission may be granted, upon written request to the Manager, for an extension of this provision [966.4(d)91]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the PMHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the PMHA will assist Tenant, or designated member(s) 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 PMHA will work with appropriate agencies to secure suitable housing and will terminate the Lease [8.3]

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with the lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below

1. The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month Community Service requirement, if applicable. [960.209]
2. Tenant promises to supply the PMHA, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community services activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent [966.4 (c)(2)]

Failure to supply such information when requested is serious violation of the terms of the lease, and the PMHA may terminate the lease.

**All information must be verified.** Tenant agrees to comply with the PMHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [966.4 (c)(2)]

The PMHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. The information will

be used by the PMHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request of the person making the request.

3. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209(b)]

a. Tenant can verify a change in his/her circumstances (such as a decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because of a tenant TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. [913.107]

If a reduction is granted, Tenant must report subsequent increases in income within 10 calendar days of the occurrence, until the next scheduled re-examination. (Failure to report within 10 calendar days may result in a retroactive rent charge.)

b. It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The PMHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

c. Rent formulas or procedures are changed by Federal law or regulation.

4. All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent change [966.4(c)(2)]

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2<sup>nd</sup> month following the month in which the change was reported.

3. In case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the PMHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers: [966.4(c)(3)]

1. Tenant agrees that if the PMHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PMHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. The PMHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, the PMHA shall modify Tenant's existing unit. If the cost and extent of the modification needed are tantamount to those required for a fully accessible unit, the PMHA may transfer Tenant to another unit with features requested at the PMHA expense.
4. A tenant without disabilities who is housed in a unit with special features must transfer should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PMHA. Tenant shall be given 15-days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the PMHA may terminate the Lease [966.4(c)(3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
7. The PMHA will consider any Tenant requests in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

**VIII. Authority Obligations:** [966.4(e)]

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a decent, safe and sanitary condition; [966.4(e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4(e)(3)]
- (d) To keep project building, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the PMHA; [966.4(e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premise by Tenant as required by this Lease. [966.4(e)(6)]



- (g) To supply running water and reasonable amounts of hot water and 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 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; [966.4(e)(7)]

To notify Tenant of the specific grounds for any proposed adverse action by the PMHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PMHA is required to afford Tenant the opportunity for a hearing under the PMHA grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, the PMHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed [966.4(e)(8)]

#### **IX. Tenants Obligations:**

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit [066.4(f)(1)]
- (b)
  1. Not to give accommodation to boarders or lodgers; [966.4(f)(2)]
  2. Not to give accommodation to long-term guests (in excess of 14 days) without the advance written consent of the PMHA.
- (c) To use the dwelling unit solely as a private dwelling for **Tenant and Tenant's household** as identified on PART II of the Lease, and not to use or permit its use for any other purpose. [966.4(f)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the PMHA Occupancy Standards, and so long as the PMHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4(d)(3)(i)]

- (d) To abide by necessary and reasonable regulations promulgated by the PMHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4(f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4(g)]

- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PMHA. [966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4(f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
  - 1. Not disturb other residents peaceful enjoyment of their accommodations, and
  - 2. Be conducive to maintaining all PMHA projects in a decent, safe, and sanitary condition. [966.4(f)(11)]
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PMHA public housing premises by other residents or employees of the PMHA, or
  - 2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purpose of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) {966.4(f)(12)}
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or equipment, nor to install additional equipment or major appliances without written consent of the PMHA. To make no changes to locks or install new locks on exterior doors without the PMHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PMHA;
- (n) To give prompt prior notice to the PMHA, in accordance with Section XIII hereof, Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and the PMHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the PMHA staff.

- (p) Not to display, use or possess, or allow members of Tenant's household or guests to display, use or possess, any illegal firearms (operable or inoperable), or other illegal weapons as defined by the laws and courts of the State of Ohio anywhere on the property of the PMHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by PMHA, and with the written approval of PMHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PMHA pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from PMHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PMHA. Any inoperable or unlicensed vehicle as described above will be removed from the PMHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on PMHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by PMHA. Costs for storage and disposal shall be assessed against the former tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE PMHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
  - 1. Not to commit any fraud in connection with any Federal housing program, and
  - 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the PMHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

## **X. Defects Hazardous to Life, Health, or Safety:**

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]

### **PMHA Responsibilities:**

- (a) The PMHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable costs of the repairs shall be charged to Tenant. [966.4(h)(2)]
- (b) The PMHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The PMHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4(h)(3)]
- (c) Tenant shall accept any replacement unit offered by the PMHA.
- (d) In the event PMHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]
- (e) If the PMHA determines that the dwelling unit is untenantable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated and any rent paid will be refunded to tenant.

### **Tenant Responsibilities:**

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4(h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the PMHA, during the time in which the defect remains uncorrected.

## **XI. Move-In and Move-Out Inspections:**

- (a) **Move-In Inspection:** The PMHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PMHA will give Tenant written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PMHA and Tenant and a copy of the statement retained in Tenant's folder [966.4(i)] PMHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) **Move-Out Inspection:** The PMHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the PMHA [966.4(i)]

## **XII. Entry of Premises During Tenancy:**

(a) Tenant Responsibilities:

1. Tenant agrees that the duly authorized agent, employee or contractor of the PMHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for leasing. [966.4(i)(1)]
2. When Tenant calls to request maintenance on the unit, the PMHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the PMHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) PMHA Responsibilities:

1. The PMHA shall give Tenant at least 48 hours written notice that the PMHA intends to enter the unit. The PMHA may enter only at reasonable times. [966.4(j)(1)]
2. The PMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4(j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PMHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4(j)(3)]

### **XIII. Notice Procedures**

- (a) Tenant Responsibility – Any notice to PMHA must be in writing, delivered to the PMHA central office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) PMHA Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling Unit, or sent by first-class mail addressed to Tenant. [966.4(k)(1)(i)]
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4(k)(2)]

### **XIV. Termination of the Lease:**

In terminating the Lease, the following procedures shall be followed by the PMHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(1)(2)]

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due. [966.4(1)(2)]

2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the close of business (4:00 p.m.) on the fifteenth (15<sup>th</sup>) of the month. Four such late payments within a 12-month period shall constitute a repeated late payment; [966.4(1)(2)]
  3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4(1)(2)]
  4. Misrepresentation of family income, assets, or composition. [966.4(c)(2)]
  5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income or composition needed to process annual reexaminations or interim redeterminations. [966.4(c)(2)]
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas, of any project site; [966.4(1)(2)]
  7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PMHA's public housing premises by other residents or employees, or any drug-related criminal activity. [966.4(1)(2)]
  8. Offensive weapons or illegal drugs seized in a PMHA unit by a law enforcement officer. [966.4(1)(2)]
  9. Any fire on PMHA premises, caused by carelessness or unattended cooking.
- (b) The PMHA shall give written notice of the proposed termination of the Lease of:
1. Fourteen (14) days in the case of failure to pay rent;
  2. A reasonable time, but not to exceed thirty (30) days, considering the seriousness of the situation (but not to exceed 30 days), when the health or safety of other tenants or PMHA staff is threatened.
  3. Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply. [966.4(1)(3)(i)(A),(B),(C)]
- (c) The Notice of Termination:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PMHA documents directly relevant to the termination or eviction. [966.4(1)(3)(ii)]
  2. When the PMHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PMHA's grievance procedures. [966.4(1)(3)(ii)]
  3. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run currently, with the notice of lease termination under this section. [966.4(1)(3)(iii)] The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within

the application statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney fees.

4. When the PMHA is required to offer Tenant the opportunity for a grievance hearing. Concerning the lease termination under PMHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under state or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed; [966.4(1)(3)(iv)]
  5. When the PMHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the PMHA has decided to exclude such grievance from PMHA grievance procedure, the notice of lease termination shall: (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the PMHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff, or for drug-related criminal activity. [966.4(1)(3)(v)]
  6. The PMHA may evict the Tenant from the unit only by bringing a court action. [966.4(1)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII above.
- (e) In deciding to evict for a criminal activity, the PMHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PMHA may permit continued occupancy by remaining family members and may impose a condition that family member who engaged in the proscribed activity will neither reside in nor visit the unit. The PMHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(1)(5)]
- (f) When the PMHA evicts a tenant from a dwelling unit for criminal activity, the PMHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such person and they will have no reason to return to the unit. [966.4(1)(5)(ii)]

#### **XV. Waiver:**

No delay or failure by the PMHA in exercising any right under this lease agreement, and no particular or single exercise of any such right shall constitute a waiver (past or prospective) of that or any other right, unless otherwise expressly provided herein.

#### **XVI. Housekeeping Standards:**

In an effort to improve the livability and conditions of the apartment owned and managed by the PMHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) PMHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The PMHA will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, the PMHA will notify Tenant in writing if he/she fails to comply with the standards. The PMHA will advise Tenant of the specific correction(s) required establishing compliance and indicating that training is available. Within a reasonable period of time, the PMHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards

- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

- (c) Housekeeping Standards: Inside the Apartment:

General:

1. Walls: Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors: Should be clean, clear, dry, and free of hazards.
3. Ceilings: Should be clean and free of cobwebs.
4. Windows: Should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork: Should be clean, free of dust, gouges, and scratches.
6. Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating Units: Should be dusted and access uncluttered.
8. Trash: Shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen:

1. Stove: Should be clean and free of food and grease.
2. Refrigerator: Should be clean. Freezer door should close properly and freezer should have no more than one inch of ice.
3. Cabinets: Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust Fan: Should be free of grease and dust



5. Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: Should be neat and clean without spilled food.
7. Trash/Garbage: Should be stored in a covered container until removed to the disposal area.

#### Bathroom

1. Toilet and Tank: Should be clean and odor free.
2. Tub and Shower: Should be clean and free of excess mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
3. Lavatory: Should be clean.
4. Exhaust Fans: Should be clean and free of dust.
5. Floor: Should be clean and dry.

#### Storage Areas:

1. Linen Closet: Should be neat and clean
2. Other Closets: Should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other Storage Areas: Should be clean, neat, and free of hazards.

#### (d) Housekeeping Standards: Outside the Apartment:

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: Should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches(front and rear): Should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): Should be clean and free of hazards.
4. Sidewalks: Should be clean and free of hazards.
5. Storm Doors: Should be clean, with glass or screens intact.
6. Parking Lot: Should be free of abandoned cars. There should be no car repairs in the lots.
7. Hallways: Should be clean and free of hazards.

8. Stairwells: Should be clean and uncluttered.
9. Laundry Areas: Should be clean and neat. Remove lint from dryers after use.
10. Utility Room: Should be clean of debris, motor vehicle parts, and flammable materials.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD, AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE).**

## **PART II RESIDENTIAL LEASE AGREEMENT**

### **PICKAWAY METROPOLITAN HOUSING AUTHORITY**

**THIS AGREEMENT** is executed between the Pickaway Metropolitan Housing Authority (herein called "PMHA"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_ [966.4(a)]

- (1) **Unit:** That the PMHA, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leases to Tenant (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at \_\_\_\_\_ and herein called the "premises") to be occupied exclusively as a private residence by Tenant and household.

The Tenant Account Number is \_\_\_\_\_

- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. [966.4(a)(2)] All members of the household over 18 shall execute the lease.

Name	Relationship	Birthdate	SSN
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

- (3) **Term:** The term of the initial lease shall be for one calendar year, renewed as stipulated in Part I of the Lease.
- (4) **Rent:** Initial rent (prorated for partial month) shall be \$ \_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$ \_\_\_\_\_ from PMHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_.

Thereafter, rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the close of business (4:00 p.m.) on the 15<sup>th</sup> day of each month. A utility reimbursement of \$ \_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by PMHA for the Tenant [966.4(b)(1)]

This is the Flat rent for the Premises: \$ \_\_\_\_\_.

- This rent is the Flat rent.
- This rent is based on the income and other information reported by the Resident.

(5) **Utilities and Appliances: PMHA-Supplied Utilities [966.4(b)(1)]**

If indicated by an  below, PMHA provides the indicated utility as part of the rent for the premises:

- Electricity       Natural Gas       Other: water, sewer, and trash

If indicated by an  below, the PMHA shall provide the following appliances for the premises:

- Cooking Range       Refrigerator

(6) **Utilities Allowances: Tenant-Paid Utilities [913.102]**

If indicated by an  below, the PMHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities paid directly by the Housing Authority to the Utility Supplier:

- Electricity       Gas       Heat       Water       Sewage
- Trash Removal       Tenant-supplied cooking range
- Tenant-supplied refrigerator

- (7) **Security Deposit:** Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. See part I of this lease for information on treatment of the Security Deposit [966.4(b)(5)]
- (8) **Lead Safety:** The PMHA shall provide Tenant with a Lead Hazard Information pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.
- (9) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below, I/We also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
DATE

### TENANT'S CERTIFICATION

I, \_\_\_\_\_ hereby certify that **I** and other members of **my** household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was full disclosed to the PMHA before execution of the lease, or before the PMHA's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the PMHA in connection with any federal housing assistance program (before and during the lease term) is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

**ATTACHMENTS**

If indicated by an (x) below, the PMHA has provided the tenant with the following attachments and/or information, or notified the tenant that the following exist:

- |  |   |
|--|---|
| <input type="checkbox"/> Part I of this Lease                          | <input type="checkbox"/> Move-In Inspection                   |
| <input type="checkbox"/> Availability of Pet Policy                    | <input type="checkbox"/> Housekeeping Standards               |
| <input type="checkbox"/> Standard Maintenance Charges (may be updated) | <input type="checkbox"/> Grievance Procedure (may be updated) |

**STATEMENT ON EXCHANGE OF INFORMATION**

I/We grant the PMHA permission to release and receive information in accordance with the Authorization for Release of Information with other public agencies, including, but not limited to, the Department of Jobs and Family Services, the State of Ohio, and the Pickaway County Child Support Enforcement Agency.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

**General Information:**

Office Address: 176 Rustic Drive, Circleville, Ohio 43113

Office Hours: 8:00 a.m. – 4:00 p.m., Monday - Friday

Telephone Number: 740-477-2514

Fax Number: 740-474-7456

E-mail: [pmha@pickawaymha.com](mailto:pmha@pickawaymha.com)

[khartinger@pickawaymha.com](mailto:khartinger@pickawaymha.com)

[tvanfossen@pickawaymha.com](mailto:tvanfossen@pickawaymha.com)

[nstead@pickawaymha.com](mailto:nstead@pickawaymha.com)

[drobinson@pickawaymha.com](mailto:drobinson@pickawaymha.com)

**Emergency Maintenance Telephone Numbers:**

Dale Hendrix            207-0638  
Bailey Feldman        207-0635  
Jamie Agin              207-0656

We request that we be contacted after hours ***ONLY*** when an actual maintenance emergency exists. Examples of emergencies are non-working furnaces on extremely cold nights or a severely leaking hot water tank. Remember, overflowing toilets can be stopped by turning off the water valve located at the base of the toilet.

SAMPLE

**AUTHORIZATION**

I, \_\_\_\_\_ of the following address:

\_\_\_\_\_

\_\_\_\_\_

do hereby authorize the PMHA, in the event of my illness or death, to notify the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Said person(s) is to be totally responsible for my well-being and care should I become unable to do so for myself. This person should be contacted in the event of an emergency or extended illness. The above-named person(s) is authorized to remove all clothing, furniture, and personal property, including any pet, if one exists, from the leased premises should it become necessary to do so. The PMHA is directed to refund to this person(s) any monies that may be due me as a result of my apartment being vacated.

Should the person(s) named herein fail to promptly remove my personal property from the leased premises (within ten (10) days of being notified by the PMHA to do so), the PMHA is hereby authorized and empowered to remove said personal property and to deliver the same to a public warehouse or other appropriate storage facility. It is expressly understood that they PMHA assumes no liability or responsibility whatsoever for storage fees or damages to my personal property. Any and all such fees or claims for damages shall be borne by my estate and/or the responsible person named herein.

All parties understand and agree that this Authorization applies only when the immediate spouse, other adult household member, or remaining family members are not able, capable, or of legal age to handle the arrangements or distribution of the situation discussed above.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

### PMHA Work Order Procedures

When a maintenance work order is requested, it is difficult for the PMHA maintenance staff to always arrive to do the repair when someone is home because we work with 265 households. Therefore, PMHA practice is to enter a household if the tenant is not home when a maintenance work order request has been made by the resident or if a potential maintenance emergency is reported to the PMHA office or otherwise reasonably suspected to exist.

By signing this lease attachment, you are indicating that you understand and accept this PMHA work order practice.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT

\_\_\_\_\_  
DATE

SAMPLE

**Maintenance Charge List**  
Revised January 2019

	<b>001</b>	<b>002</b>	<b>003</b>
Light Bulbs	\$1.87	\$1.87	\$1.87



Florissant Bulbs		\$5.50	\$5.50	\$5.50
Light Globe			\$4.99	
Light fixture		\$25.35	\$8.74	\$8.74
Closet Pull chain light		\$4.79	\$4.79	\$4.79
24" Door		\$100	\$100	\$100
30" Door		\$100	\$100	\$100
32" Door		\$100	\$100	\$100
Door Stops		\$0.25	\$0.25	\$0.25
Door Backsets		\$15.62	\$15.62	\$15.62
Door jam		\$14.29	\$14.29	\$14.29
Door jam stop		\$10.99	\$10.99	\$10.99
Door Knob Patch		\$4.99	\$4.99	\$4.99
Door handle		\$29.58	\$29.58	\$29.58
Hanging door Stop		\$2.99	\$2.99	\$2.99
Door Closure		\$8.49	\$8.49	\$8.49
Stain for door		\$8.70	\$8.70	\$8.70
Polyurethane for door		\$14.30	\$14.30	\$14.30
Change locks		\$112.00	\$109.00	\$99.00
Screen Replacement		\$25.00	\$25.00	\$25.00
Screen Repair		\$8.00	\$8.00	\$8.00
Window Blind Medium		\$7.79	\$7.79	\$7.79
Window Blind Large		\$9.79	\$9.79	\$9.79
Window Blind Small		\$6.69	\$6.69	\$6.69
Curtain Rod		\$2.39	\$2.39	\$2.39
Towel Bar		\$8.99	\$8.99	\$8.99
Toilet Paper holders		\$1.99	\$1.99	\$1.99
Shower Rod		\$11.97	\$11.97	\$11.97
Shower Head		\$5.29	\$5.29	\$5.29
Outlets		\$2.49	\$2.49	\$2.49
Cover plates		\$0.24	\$0.24	\$0.24
Outside outlet cover plate		\$4.99	\$4.99	\$4.99
Switch plate Cover		\$0.24	\$0.24	\$0.24
Double Switch plate cover		\$0.89	\$0.89	\$0.89
Phone cable cover plate		\$1.20	\$1.20	\$1.20
Tile Replacement		\$1.17	\$1.17	\$1.17
Drywall Patch		\$4.98	\$4.98	\$4.98
Aerator (Kitchen sink)		\$0.99	\$4.25	\$4.25
Drip Pan Small		\$3.25	\$3.25	\$3.25
Drip Pan Large		\$4.25	\$4.25	\$4.25
Sink Stopper		\$3.99	\$3.99	\$3.99
Smoke Alarm		\$14.99	\$14.99	\$14.99
Smoke/CO2 alarm		\$45.99	\$45.99	\$45.99
Dryer vent cover		\$3.99	\$3.99	\$3.99
Mirror		\$15.00	\$15.00	\$15.00
Battery (smoke alarms)		\$4.50	\$4.50	\$4.50

Closet brackets		\$5.99	\$5.99	\$5.99
Wire Closet shelf		\$11.99	\$11.99	\$11.99
Paint per gallon		\$19.10	\$19.10	\$19.10

<b>Labor</b>	<b>\$</b>	<b>34.00</b>	<b>Per Hour</b>
<b>Tire Disposal</b>	<b>\$</b>	<b>3.00</b>	
<b>Roach Fogger</b>	<b>\$</b>	<b>8.99</b>	

SAMPLE

- 1) Garbage, rubbish, and other waste materials are to be sealed in proper trash bags and tied before being placed in the dumpster or trash rollers.
- 2) Please report all maintenance needs to the PMHA office immediately. Do not do your own repair work or maintenance.
- 3) Light bulbs and all similar household items are not provided by the resident manager or the maintenance staff. Working bulbs will be in place at move-in and should be replaced by the resident as needed.
- 4) Use caution when backing from parking places. Drive slowly. Watch for small children playing around the parking lot area.
- 5) Be considerate of neighbors. Keep music and noise to minimum and acceptable levels.
- 6) Combustible or flammable material is not to be stored on the premises. Take every precaution to prevent fires.
- 7) Visitors and guests are required to abide by rules and regulations and terms of the lease agreement, the occupancy policy and the resident handbook.
- 8) One vehicle is permitted per licensed driver in the household.
- 9) Where handicap parking places are marked only handicap tagged vehicles are to park. Parking on any lawn is prohibited. Parking of other than currently licensed, operable, insured vehicles is prohibited, and such vehicles will be towed away at owner's expense.
- 10) Vehicles are not to be washed or maintained on the lot.
- 11) The tenant shall refrain from and shall cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or project. Excessive damages and destruction of property shall constitute separate and independent grounds for termination of agreement and, as a result, eviction.
- 12) Tenant shall pay reasonable charges (other than for wear and tear) for the repair of damages to the premises caused by Tenant, his household or guests.
- 13) Tenant shall accompany all guests and other persons on the premises under the tenant's control while using common areas and/or common facilities. Tenant's guests and invitees shall not loiter in the common areas of the premises.
- 14) Residents are permitted to have pets. The PMHA must issue prior approval, and the pet policy of the agency will be enforced strictly. An assistance animal is exempt from the pet policy. Persons having a disability which requires an assistance animal are entitled to full and equal access to all types of housing accommodations owned and operated by PMHA. **No visiting pets are allowed. You may not harbor a pet without prior approval. You may not pet sit in your home. (Assistance animals are an exception to this policy).**
- 15) Only residents, or someone on their behalf, are allowed to use the laundry facilities where provided.

- 16) Washers and dryers are to be wiped off after each use, and all empty laundry containers (soaps, bleach, etc) are to be disposed of by placing them in the trash container provided in units with a laundry facility provided.
- 17) Flushable hygiene products are to be disposed of through the trash.
- 18) No firearms are to be discharged within the dwelling unit or on the project grounds.
- 19) The tenant, visitors and guests all agree that illegal drugs will not be bought, sold, traded, manufactured or used on the premises.
- 20) Only small, picture-hanging nails should be used when hanging items on the walls.
- 21) Any evidence of a pest problem or infestation in your home should be reported immediately to the PMHA office.
- 22) **Any problem with the smoke detection system in your residence should be reported immediately to the PMHA office.**
- 23) Strive to conserve energy at all times.
- 24) PMHA reserves the right to limit the amount of time a visitor or guest may stay at the premises of a tenant. Visitors or guests are allowed to visit up to 14 days, one time annually. Daily visitors are not prohibited. However, daily visitors, spending in excess of 6-8 hours when not providing childcare, assistance, etc. are considered abusing the definition of visitor or guest and will likely cause surveillance activity of the tenant in question. Only persons who are listed on the lease may reside in the unit.
- 25) Keys are issued only by the PMHA staff. Keys are not to be duplicated by anyone other than the Maintenance staff. Only one key will be issued to family members not listed in the tenant household. Cost for replacement of a lost key card will be \$10.00 – cost for replacement of a lost key will be \$10.00
- 26) When conditions in the unit are hazardous to life, health, or safety, the PHA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:
  - Any condition that jeopardizes the security of the unit
  - Major plumbing leaks or flooding, waterlogged ceiling, or floor in imminent danger of falling
  - Natural or LP gas or fuel oil leaks
  - Any electrical problem or condition that could result in shock or fire
  - Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
  - Utilities not in service, including no running water (unless the utilities are out due to a general outage in the area)
  - Conditions that present the imminent possibility of injury
  - Obstacles that prevent safe entrance or exit from the unit
  - Absence of a functioning toilet in the unit
  - Inoperable smoke detectors

The following telephone numbers are to be used for after hours, emergency maintenance needs only:

Dale Hendrix	207-0638
Bailey Feldman	207-0635
Jamie Agin	207-0656

---

TENANT

---

DATE

---

CO-TENANT

---

DATE

---

CO-TENANT

---

DATE

SAMPLE