



STE. GENEVIEVE
Housing Authority

35 Robinwood Drive
Ste. Genevieve, MO 63670
Office: 573-883-2160
Fax: 573-883-9283

Dwelling Lease

THIS LEASE AGREEMENT (called the "Lease") is executed between Ste. Genevieve Housing Authority, whose mailing address is 35 Robinwood Drive, Ste. Genevieve, MO (herein called "PHA"), and _____ (herein called the "Tenant"), and becomes effective as of the date signed on the last page. This Lease, along with any future adjustments, is evidence that the PHA and the Tenant have entered into an agreement that states the responsibilities of both parties to each other, to other residents and to the dwelling units and premises.

The provisions of this Lease are intended to be joint and severable. Should any paragraph or any portion of any paragraph in this Lease be found unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

I. Unit

The PHA, 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 this Lease agreement) the dwelling unit LOCATED at _____ Robinwood Drive Ste. Genevieve, Mo 63670 (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and Household.

II. 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. All members of the household over age 18 shall execute the lease.

| Name | Relationship | Age&Birthdate | Social Security # |
|------|--------------|---------------|-------------------|
| 1. | Head | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

III. Term: The term of this Lease shall be one calendar year.



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IV. Rent

Initial rent (prorated for partial month) shall be \$ _____. Thereafter, the rent in the calculated rent amount of \$_____ per month or flat rent of \$_____, as determined in compliance with HUD regulations, whichever the tenant elects, or such amount that may be established at time of annual or interim review and shall be payable in advance on the first day of each month,(unless other arrangements are made with PHA management) and shall be delinquent after the eighth (8th) calendar day of said month. All rent must be paid by the eighth (8) calendar day of the month. A notice to terminate the lease will be sent out at the end of the twenty third (23) calendar day of each month. Payment must be by check, or money order. Cash will not be accepted for payment of rent and other charges.

(a) All payments made by resident to SGHA after tenancy commences, regardless of notation designated by Resident, will be applied as follows:

- first, to any outstanding amounts due to SGHA for outstanding deposits;
- second, outstanding charges for damages/repairs;
- third, to any late fees accrued form prior months;
- fourth, to any outstanding NSF charges from prior months;
- fifth, to any rent outstanding from prior months; and
- lastly, to the current month's rent.

V. Adjusted Rents: The monthly rental on leased premises as adjusted is as follows:

| Net Family Income | No. of Minors | Monthly Rent | Date Effective | Approved Tenant | Approved Exec. Dir. |
|-------------------|---------------|--------------|----------------|-----------------|---------------------|
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

VI. Utilities and Appliance



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(a) PHA Supplied Utilities: The Housing Authority does not provide any utilities other than trash.

(b) Tenant-paid Utilities: Tenant is responsible for obtaining electricity, natural gas, water and sewer service and is responsible to pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service. Failure of the tenant to furnish uninterrupted service due to non-payment of utilities or other reasons under the tenant's control shall be considered a serious violation of the terms and conditions of the lease. If any utility is turned off or disconnected for any reason, service must be restored within twenty-four (24) hours after disconnection. If service is not restored within this time, the unit will be considered abandoned and subject to the terms of Section XIII (f) of the Lease.

(c) Tenant Responsibilities: Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units. Tenant shall be charged for damages resulting from failure to maintain sufficient heat or to notify the PHA, unless for any cause beyond his/her control.

(d) Appliances: PHA will provide a cooking range and refrigerator. Other major electrical appliances, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA.

VII. Allowance for Utilities

A utility allowance shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Tenant is responsible for securing all utilities uninterrupted service. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, PHA will pay a Utility Reimbursement each month directly to the utility provider. PHA may change the Allowance at any time during the term of the Lease and shall give Tenant sixty (60) days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. 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.



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PHA shall provide Tenant with a Utility Allowance for utilities in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

(X) Electricity (X) Gas (X) Water (X) Sewage

VIII. Description of the Parties and Premises:

(a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") subject to the terms and conditions contained in this lease.

(b) Premises must be used as the only private residence of the Tenant and the family members named on the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities.

(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 PHA. Such approval will be granted only if the new family members pass PHA's 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. Tenant agrees to wait for PHA's 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 PHA may terminate the Lease in accordance with Section XX.

(d) Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within ten (10) calendar days of the occurrence.

(e) "Guest" means a person in the unit with the consent of a household member. Guests or visitors of the Tenant staying more than four (4) consecutive nights must be reported to the PHA. If any visit will extend beyond four (4) consecutive days the Tenant must notify the PHA, stating the reasons for the extended visit,



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which must be authorized in writing by the PHA. No guest may stay longer than fourteen (14) cumulative calendar days per year.

(f) A care attendant will not be listed on the Lease and cannot become a remaining member of the family for continued occupancy purposes. The income of the care attendant is not counted in determining the family's income.

IX. Lease and Amount of Rent

Unless otherwise modified or terminated in accordance with Section XX, this Lease shall automatically be renewed for successive terms of one calendar year. Rent shall remain in effect unless adjusted by the PHA in accordance with Section XIII herein. The Lease shall end on the same calendar day of the same month one year hence. The Lease shall automatically be renewed for a successive term of one year unless the community service requirement is unfulfilled or unless terminated sooner by the PHA or Tenant as hereinafter provided. Rent includes all maintenance services due to normal wear and tear.

- (a) The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the eighth (8) calendar day of the month. The Tenant may request an extension to pay the rent. This request must be made in person at the PHA office and will not be granted more than one (1) time each year.**
- (b) When the PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time.**

X. Other Charges:

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. Other charges can include:



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- (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 PHA 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 PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Charges due under this Section become due and collectible fourteen (14) calendar days after delivery of the Notice in which the charge was made.**
- (b) Late Charges -- A late payment charge of \$25.00 will be assessed to the resident at the end of the eighth (8) calendar day of the month. Notices will be sent to Tenants after the eighth (8) calendar day of the month. A notice to terminate the lease for nonpayment of rent will be sent out at the end of the 23rd calendar day of each month.**
- (c) Other Charges -- The PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges other than rent shall be due and collectible the fourteen (14) calendar days following receipt of written notice of the charge. Such charges shall be considered delinquent on if not paid by the fifteenth calendar day following receipt of notice. A list of standard charges is posted in the PHA office and is made part of this lease by reference. Failure to pay charges for other than rent when due shall be considered a serious violation of the terms and conditions of the lease.**
- (d) If it becomes necessary for the PHA to employ an attorney and bring court proceedings against a Tenant to collect any rent and other charges agreed to be paid, or to enforce any provision of this lease, or to evict Tenant from the premises, and if judgement is entered against the Tenant in favor of the PHA in such proceedings, Tenant shall be obligated to pay all court costs and reasonable attorney's fees. If the judgement is entered against the PHA in favor of the Tenant in such proceedings, the PHA shall be obligated to pay all court costs and reasonable attorney's fees.**



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XI. Payment Location:

Rent and other charges can be paid in person at the PHA Office located at 35 Robinwood Drive, Ste. Genevieve, Missouri 63670. PHA 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.

XII. Security Deposit

(a) Tenant Responsibilities: Tenant agrees to pay an amount equal to the greater of \$_____.

(b) PHA's Responsibilities: PHA 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 Tenant at the termination of this lease.

2. To reimburse the partial or total reimbursement cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests, ordinary wear and tear excepted.

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 PHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after the Tenant moves out. PHA 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 PHA with a forwarding address. If any deductions are made, the PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

XIII. Terms and Conditions

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

(a) Use and Occupancy of Dwelling



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Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other household members listed on the lease. This provision also permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding thirty (30) days each year. Permission may be granted, upon written request to the PHA, for an extension of this provision.

With the prior written consent of the PHA, members of the household may engage in legal profit-making activities in the dwelling unit.

(b) Ability to Comply with Lease Terms and Live Independently

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable 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:

- 1. Maintain the apartment in a clean and safe living condition.**
- 2. Care for his/her physical needs.**
- 3. Is disruptive, abusive, or otherwise interferes with the quiet enjoyment of other residents**
- 4. Cannot make or refuses arrangements for someone to aid him/her in maintaining the apartment in a clean and safe living condition and caring for his/her physical needs.**
- 5. Cannot 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 PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease.**

The PHA 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 PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.



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(c) Redetermination of Rent and Eligibility

The rent amount as fixed in 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. At the annual recertification all family members required to perform community service shall certify to compliance with the 8-hour per month community service requirement and shall provide documentation to that effect. If any member of the household has not complied with the community service requirement the PHA shall notify the Tenant that their lease will not be renewed unless the non-complying individual enters in to an agreement to cure the deficiency.

(2) Upon written notification from the PHA, the PHA shall require a written application for continued occupancy to be signed by one or both heads of household attesting to the accuracy of the information provided by the Tenant to the PHA. Tenant promises to promptly and accurately report to the PHA any changes in the source of total family income or family status during the interim period between annual re-examination. Tenant agrees to supply the PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, rent and retroactive charges if applicable. Failure to supply such information when requested is a serious violation of the terms of the lease and the PHA may terminate the lease. All information shall be verified by the PHA by methods necessary to assure the PHA that the information is complete and true at the time of submission. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The PHA 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. This information will be used by the PHA to decide whether the amount of the rent should be changed. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policy can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period:



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

(ii) If 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 PHA can either terminate the lease and bring criminal charges against the Tenant or increase the rent retroactive to the date that the income and/or family status change would have resulted in an increase in the rent.

(iii) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition, sources of income and changes in family status (divorce, death, marriage, birth of children, assumption of legal custody of minor children, addition of a household member with approval of the PHA) must be reported to the PHA within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant.

(d) Rent Adjustments

Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will be mailed or delivered to the Tenant and state the effective date of the rent adjustment. Rent adjustments, which are the result of an annual reexamination, will become effective on a pre-determined date. Rent adjustments as a result of an interim review which result in a rent decrease 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.

- 1. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.**
- 2. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income**



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(after a reduction in rent per the fixed rent policy), the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

1. Tenant agrees that if the PHA determines that if the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit.

2. PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish the Tenant's unit.

3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the PHA may transfer Tenant to another unit with the features requested at the PHA's expense.

4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features 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 PHA. Tenant shall be given 15 days in which to move following delivery of a transfer notice. If Tenant refuses to move, the PHA may terminate the Lease.

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.

7. PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

(f) Abandonment

In the event that the Tenant removes or attempts to remove any goods or property from the dwelling unit, other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the PHA, be considered abandoned. In such event, the PHA shall have the right, provided ten



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(10) days written notice is mailed to the Tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by the Tenant following or pursuant to such abandonment. The PHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered abandoned. Per Section V (b) of this lease, dwelling unit shall be considered abandoned if any utility is disconnected by the Tenant or by the provider for non-payment, if not restored within twenty-four (24) hours after disconnection. When payment of rent becomes delinquent more than thirty (30) calendar days the unit will be considered abandoned.

Tenant agrees not to have alternative housing or to reside out of the dwelling unit for more than thirty (30) days unless written prior approval is received from the PHA. If Tenant resides out of the dwelling unit for more than thirty (30) days without written approval the PHA will assume the dwelling unit to be abandoned and take possession.

(g) Grievance Procedure

All grievances or appeals arising from this lease shall be processed and resolved pursuant to the Grievance Procedure of the PHA which is in effect at the time the grievance or appeal arises, which procedure is posted in the PHA office and incorporated herein by reference. Except:

Any action initiated by the PHA for eviction of the Tenant in cases of engaging in criminal activity, including drug related activities, is not subject to the Grievance Procedure. In case of eviction, affected Tenants are afforded all the elements of due process by Missouri State law and may seek redress in the State of Missouri Courts.

XIV. PHA Obligations:

PHA shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;

(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;



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- (c) To make necessary repairs to the dwelling unit;**
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;**
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied with PHA;**
- (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;**
- (g) Maintain common areas: facilities and equipment, grounds, lawns, and shrubs.**
- (h) To respond to calls by the Tenant for applicable maintenance services.**
- (i) Provide extermination services on a regular basis or as conditions apply.**
- (j) The PHA may provide instructions to those Tenants who desire installation, repair or to maintain items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Written permission shall be secured by the Tenant from the PHA.**
- (k) To notify Tenant of the specific grounds for any proposed adverse action by the PHA. (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). When the PHA is required to afford Tenant the opportunity for a hearing under the PHA 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, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.****



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(l) To provide the Tenant a peaceful and quiet occupancy of the premises during the term of the lease without any hinderance, harassment, molestation or eviction by the PHA or any of the PHA's staff.

(m) For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation equal to a non-handicapped person to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. The PHA shall provide a notice to each Tenant that the Tenant may, at any time during tenancy, request a reasonable accommodation due to handicap of a household member, including reasonable accommodations so that the Tenant can meet lease requirements or other requirements of tenancy.

XV. Tenant's Obligations:

A default on the part of the Tenant shall be grounds for eviction if the Tenant fails to meet and/or perform any of the following specified duties and obligations as set forth in the lease.

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit.

(b) 1. Not to give accommodation to boarders or lodgers;

2. Not to give accommodation to long term guests (in excess of four (4) calendar days) without the advance written consent of the PHA.

3. Not to allow any individual that has been barred or banned from the PHA's property to be on any property under Tenant's responsibility.

(c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose. 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 PHA's Occupancy standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) To abide by necessary and reasonable regulations promulgated by the PHA 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



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incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(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.

(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. 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.

(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 PHA. Sweepings, rubbish, sanitary items and other foreign substances shall not be thrown in toilet bowls. 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 only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances.

(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.

(j) To pay legal obligations, including rent, court case charges, lock-out fees, return check fees, utility bills, return check charges (\$35), and 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. (Continuous arrearage in payment of rent or other legal obligations is considered a violation of the lease.)

(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.

2. Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.



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3. Not disturb or permit the disturbance of others by the use of musical instruments, unnecessary noises or other interference whatsoever.

(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 on or off PHA premises, wherever located that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of PHA, (For the purposes of this lease, the term criminal activity shall include but not be limited to physical assault or threat of physical assault to any person whatsoever, illegal use of a firearm or other weapon or threat to use a firearm or other weapon, sexual molestation, debauchery of a minor, prostitution or other similar sexual misconduct) 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 purposes 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. (Unless such controlled substances were obtained directly pursuant to a valid prescription or order)

3. Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents.

(m) To make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the PHA. Alterations include:

1. Making changes to locks or installing new locks on exterior doors without PHA's written approval.

2. Using nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PHA.

3. Constructing swimming pools or any miscellaneous structures on PHA property.



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4. Planting trees, shrubs, flowers or gardens on PHA property without written consent of the PHA.

5. Constructing or placing fences on PHA property.

6. Applying wallpaper, contact paper, or wall paneling to the walls of the unit.

7. All painting performed by anyone other than a PHA employee must be approved prior to the activity.

8. Varnishing any part of the dwelling unit.

(n) To give prompt prior notice to the PHA, in accordance with Section XIIX hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding SEVEN calendar days.

(o) To act in a cooperative manner with neighbors and PHA 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 PHA staff.

(p) Not to display, discharge, or threaten to display or discharge or allow members of Tenant's household or guests to display or discharge any firearms, (operable or inoperable) including B-B guns, as defined by the laws and courts of the State of Missouri anywhere on the property of the PHA.

(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, and passages 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 satellite antennas may be installed in accordance with the satellite dish policy set forth by PHA with the written approval of the PHA.

(t) To refrain from placing signs, advertisements or notices 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 PHA. Nonapproved items may be removed at the expense of the Tenant.

(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



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dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.

(v) To remove from PHA property any vehicles without valid registration. Vehicles shall be in running condition with fully inflated tires. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site without permission of the PHA.

1. Resident and household members, visitors and guests shall use designated parking areas.

2. Parking on lawn areas within the development is not permitted, including motorcycles.

3. Motorcycles are not to be driven within the development except for travel to and from the development.

4. Loud mufflers, large trucks or other objectional vehicles shall not be driven or parked in the parking areas.

(w) To remove any personal property left on PHA 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 the PHA. Costs for storage and disposal shall be assessed against the former tenant.

(x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Neither the Tenant nor any other person other than PHA personnel shall perform any maintenance. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS 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) Tenant must permit entry and cooperate with efforts to perform repairs, make inspections, exterminate (scheduled or otherwise) or show the apartment for re-leasing.



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(z) 1. Not to commit any fraud in connection with any Federal housing assistance 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.

(aa) 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.

(bb) Each adult in the Tenant household, whom is not considered exempt per HUD regulations must:

- **Contribute 8 hours per month of community service; or**
- **Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or**
- **Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).**

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.

(cc) To not intentionally falsify initial application and/or applications for continued occupancy including the failure to report changes in income. Failure to make restitution for back payment of unreported income can not only be grounds for eviction but also prosecution of fraud. Intentional falsification includes:

- 1. Failure to promptly and accurately report to the PHA changes in total family income and family size of persons residing in the dwelling unit. Any change must be reported within 10 days of change.**
- 2. Moving in any person, except resident's newborn children, without preapproval of the PHA. Newborn children must be reported within 7 days. In addition, any person under the age of 18 that is not a blood relative must have documentation of legal guardianship.**

(dd) Effective July 1, 2018 Tenant, family members and guests may not smoke inside or outside any unit and or building owned by the PHA. The smoking of cigarettes, cigars, pipes and water pipes (hookahs) will not be permitted inside of any building owned by the MHA. The term "smoking" means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette, pipe,



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marijuana, incense whether natural or synthetic, in any manner or in any form. This ban also includes Electronic smoking devices (E-cigarettes Vapor cigarettes) which create an aerosol or vapor. Smoking is prohibited within 25 feet of all PHA property. The Tenant is required to sign the Non-Smoking Addendum to the Lease at the time the initial Lease is signed.

(ee) To schedule move-ins and move-outs with PHA management and not undertake these actions after 4:30 P.M. on weekdays or Saturday or Sunday.

(ff) To not allow any individual that has been barred or banned from the PHA's property to be on any property under the Resident's responsibility.

(gg) To see that doors and windows are closed when leaving the unit to avoid possible damage to the unit. Any damage resulting from failure to follow this procedure will be charged to the Resident.

(hh) To immediately notify the PHA if the Tenant suspects that there are bed bugs in the unit. Upon notification the unit will be inspected to determine if there are indeed bed bugs in the unit. If bed bugs are determined to be in the unit the Tenant will be given procedures to follow to prepare the unit for the eradication of the bed bugs. Failure to comply with these procedures when required to do so will result in Lease termination and the Tenant will be given seven days to vacate the unit.

XVII. 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:

PHA Responsibilities:

(a) The PHA 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 cost of the repairs shall be charged to Tenant.

(b) The PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition and has the right to pursue monetary



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reimbursement from the Tenant for the cost to restore the unit to habitable condition.

(c) Tenant shall accept any replacement unit offered by the PHA. The PHA will attempt to offer a replacement unit that will not cause undue hardship to either party. The PHA reserves the right to deny or grant Tenant re-occupancy of the unit originally assigned.

(d) In the event the PHA, 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.

(e) If the PHA determines that the dwelling unit is untenable 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 the rent.**
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.**

XVII. Inspections

Tenant accepts premises and agrees that the fixtures, equipment and appliances are in good condition and in operable order on the date of the Tenant's first occupancy by affixing his/her signature on the move-in inspection form. Resident agrees to keep all fixtures, equipment and appliances as provided in working order, to make no alterations, commit no waste, to repay the PHA the cost of repairs made to premises by the PHA at termination of the lease to restore the unit to the same condition as when first occupied, reasonable wear and tear excepted.

(a) Move-in Inspection: The PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note



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any equipment provided with the unit. The statement shall be signed by the PHA and Tenant and a copy of the statement retained in Tenant's folder. The PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) Special Inspections. Representatives from HUD and/or other U.S. Government Officials may visit the Authority to monitor operations and, as part of the monitoring, may inspect a sampling of the federal public housing inventory.

(c) Other Inspections: The Authority will inspect the apartment one month after move-in date and quarterly to check needed maintenance, tenant housekeeping, and other lease compliance matters. The Authority, at its sole discretion, may inspect your apartment more frequently as needed. You will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the apartment.

(d) Move-out Inspection: The PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the PHA.

(e) Annual Inspections: All dwelling units and equipment provided by the PHA will be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Tenant shall be given a two (2) day advance notice in writing, specific purpose, date and approximate time of the inspection. Tenant's refusal to permit access for inspection is grounds for eviction.

(f) Housekeeping Inspections: If housekeeping problems are observed during routine pest control service, a maintenance service call, or a scheduled inspection, PHA management will be notified of the problem. The PHA will inspect the unit taking pictures to document the initial housekeeping issues in the unit. The Tenant will be given a notice to remedy the situation with a date and time for a re-inspection. Based on the severity of the housekeeping problems, Tenant will be given a period of no less than 30 days and no more than 45 days to remedy the problem. A reinspection will be conducted within 7 days to confirm that the resident has complied with the requirement to abate the problem. No more than three housekeeping inspections will be allowed during this time period to determine if the conditions have been corrected. If housekeeping issues are not abated by the end of the period, as determined by



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subsequent housekeeping inspections, the Tenant will receive a 30-day notice to vacate the premises.

XVIII. Entry of Premises During Tenancy

(a) Tenant Responsibilities

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours (8 A.M. to 5 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

2. When Tenant calls to request maintenance on the unit, in accordance with the established maintenance procedures of the PHA, the PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) PHA's Responsibilities

1. The PHA shall give Tenant at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times.

2. The PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIX. Notice Procedures

(a) Tenant Responsibility-- Any notice to the PHA must be in writing, delivered to the PHA's office, or sent by prepaid first-class mail, properly addressed.

(b) PHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any member of the household who is thirteen (13) years of age or older at the premises from which the Tenant is sought to be evicted. Notice will be sent by First Class Mail.

(c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.



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(d) If Tenant is visually impaired, all notices must be in an accessible format.

XX. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the PHA 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 XV above, or for other good cause. 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;**
- 2. Repeated late payment, which shall be defined as failure to pay the amount of rent due by the eighth (8) calendar day of the month. Three such late payments within a twelve (12) month period shall constitute a repeated late payment;**
- 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;**
- 4. Misrepresentation of family income, assets, or composition;**
- 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.**
- 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;**
- 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 PHA's public housing premises by other residents, or any drug-related criminal activity.**
- 8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer;**
- 9. Any fire on PHA premises caused by carelessness or unattended cooking.**

(b) The PHA shall give written notice of the proposed termination of the Lease of:



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- 1. Fourteen (14) days in the case of failure to pay rent;**
- 2. Three (3) days in cases of engaging in criminal activity including drug-related criminal activity.**
- 3. Three (3) days in cases of non-payment of utilities.**
- 4. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or PHA staff is threatened;**
- 5. 30 days in any other case.**

(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 PHA documents directly relevant to the termination or eviction. If termination is due to engaging in criminal activity the notice shall also contain the following language: "You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance,"**
- 2. When the PHA 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 PHA's grievance procedures.**
- 3. Any notice to vacate (or quit) that is required by State or local law may be combined with or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.**
- 4. When the PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under the PHA'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.**



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5. When the PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA 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 PHA 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.

6. The PHA may evict Tenant from the unit only by bringing a court action.

(d) Tenant may terminate this Lease at any time by giving fourteen (14) days written notice as described in Section XIX, above.

(e) In deciding to evict for criminal activity, the PHA 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 PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The PHA 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. This individual must have demonstrated a drug free environment of at least 6 months.

(f) When the PHA evicts a Tenant from a dwelling unit for criminal activity the PHA 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 persons and they will have no reason to return to the unit.

(g) The Tenant will notify the PHA fourteen (14) days in advance of his/her intention to terminate the lease, vacate the assigned unit and return the unit in as good a condition as when first accepted. Failure of the Tenant to give the PHA a fourteen (14) day written notice will result in forfeiture of the security deposit. If the apartment is found empty and the utilities have been turned off the apartment will be considered abandoned and the locks will be changed. The



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PHA will not be responsible for items left in the unit after the utilities have been turned off. If the Tenant gives a fourteen (14) day written notice but moves out before the end of the fourteen (14) days and does not keep the utilities on for that fourteen (14) day period, the Tenant will forfeit the deposit. Any and all items left in the unit after the end of the fourteen (14) day period will be discarded.

(h) Tenant shall yield immediate possession and return to the PHA office all keys (door key, mailbox keys, etc.) upon termination of the lease. The PHA will provide the Tenant an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing the Tenant furnishes the PHA a forwarding address. The PHA reserves the right to pursue collection of any monies owed by the Tenant to the PHA upon move-out, through court action or by action mutually agreeable to both parties.

(i) Tenant shall promptly vacate the unit and remove all of the Tenant's goods and property before the termination or expiration of the lease. Any holding over or occupancy of the dwelling unit by the Tenant after the termination or expiration of the lease without express consent of the PHA shall create a tenancy at sufferance and not a Tenant at will. There will be no renewal whatsoever of the lease by operation of law.

XXI. Waiver

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

XXII. Housekeeping Standards

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

(a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The PHA will inspect each unit at least annually, to determine compliance with the standards. In addition to annual inspections, a housekeeping inspection may occur at any time during the year if the PHA determines that such inspection is necessary based on unit conditions. Upon completion of an inspection the PHA will notify Tenant in writing if he/she fails to comply with the standards. The PHA will advise Tenant of the specific



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correction(s) required to establish compliance and indicating that training is available. Within a reasonable period of time, the PHA will schedule a second inspection and if necessary, a third inspection. Failure of the final inspection will constitute a violation of the lease terms and Tenant will receive a 30-day notice to vacate.

Should Tenant have health related problems (not present at initial move-in) that can be documented by health professionals, additional time may be given. Depending on the situation, if it is deemed necessary, the PHA may contact Senior Services in an effort to obtain help for the resident. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

Should housekeeping problems reoccur after the Tenant has resolved the original housekeeping issues, the Tenant will be considered in violation of the Lease and will receive a 30-day notice to vacate.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction. Tenants agree to immediately and personally report to report to the PHA all unsafe conditions which are known to or observed by the Tenant, either in common areas of the public housing premises or in the dwelling unit or premises leased by the tenant.

(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, or scratches.



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(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 have no more than one inch of ice.

(3) Cabinets: should be clean and neat. Cabinet surfaces and countertop 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 excessive 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 free of dust.

(5) Floor should be clean and dry.



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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.**

Laundry room/Utility room--

- (1) Should be free of debris, motor vehicle parts, and flammable materials. Space should be left between any storage items and the furnace and water heater. No items touching the furnace and water heater.**

Outside the Apartment

The following standards apply the entire site, 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.**
- (2) Exterior walls should be free of graffiti.**
- (3) Porches (front and rear): should be clean and free of hazards. No items stored on the porch and outdoor furniture shall not impede access to the unit.**
- (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.**

(d) Flammable or explosive substances.

Tenant must not store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by the tenant or his guests will be considered a serious violation of the terms and conditions of the lease.

XXIII. Violence Against Women Act



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The PHA recognizes that there are families experiencing domestic violence and stalking that may have special needs. The PHA works to prevent discrimination, denial of access to, or eviction from housing, to women or families who are victims of domestic violence or stalking. The PHA will not deny an individual housing or terminate their assistance because that person has been a victim of domestic violence or stalking. In the event that one member of a household engages in domestic violence or stalking, only that person shall be denied housing or have his/her assistance terminated. If an individual vacates a unit in order to protect the safety of a victim of domestic violence or stalking, that act shall not constitute abandonment under the terms of the lease. The PHA reserves the right to require proof that an individual is a victim of domestic violence or stalking. The resident shall be afforded 14 business days to provide documentation, including one or more of the following: certification from an attorney, domestic violence service provider, medical professional, or police or court orders.

XXIV Resident Guide

All Residents receive this Lease and a Resident Guide at the time of lease-up. The Resident will also receive any revisions the PHA determines necessary to the Resident Guide, as they occur, from the PHA.

XXVI Use of Oxygen

Oxygen will be allowed in the apartments as long as the following procedures are in place:

- 1. Tenant will place signs on each door of the apartment indicating that oxygen is in use.**
- 2. Oxygen bottles will be on stands or secured so that they cannot be accidentally knocked over.**
- 3. Tenant has been instructed on the use of oxygen by the company supplying the oxygen and the tenant follows these instructions at all times.**
- 4. Smoking, candle burning, and open flames of any kind are prohibited in any apartment where oxygen is present, even if the oxygen is not in use.**
- 5. FIRE CAUSED BY IMPROPER USE OF OXYGEN TANK WILL RESULT IN IMMEDIATE LEASE TERMINATION TO PROTECT THE HEALTH AND SAFETY OF THE DEVELOPMENT. ENFORCEABLE UNDER SECTION 20 OF THE STE. GENEVIEVE HOUSING AUTHORITY DWELLING LEASE.**
- 6. OXYGEN SUPPLY MUST NOT EXCEED 2 OXYGEN TANKS IN THE DWELLING UNIT AT ONE TIME.**



STE. GENEVIEVE

Housing Authority

35 Robinwood Drive
Ste. Genevieve, MO 63670
Office: 573-883-2160
Fax: 573-883-9283

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. Tenant acknowledges the Grievance Procedure as being posted in the PHA office and fully understands its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any question concerning my legal rights or status, I should consult an attorney.

In witness whereof, the parties have executed this Lease Agreement _____ at Ste. Genevieve Housing Authority, Ste. Genevieve, State of Missouri.

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

Withholding or giving false information relative to the determination of eligibility, amount of rent, or who will occupy the premises, or to make false statement or representation to any representative of the Morehouse Housing Authority will be considered an intent to defraud under Missouri law and be punishable with fines up to \$1,000 and/or a prison term up to one (1) year.

Head of Household

Co-Tenant

**Ste. Genevieve Housing Authority
Executive Director**

CERTIFICATION I, _____ hereby certify that I have received a copy of this Lease. I hereby declare that I and other members of my Household,



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have not committed any fraud in connection with any federal housing assistance program, unless such fraud was disclosed to PHA before execution of the lease, or before PHA 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 PHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief. I understand that if these facts are not true, this Lease will be terminated, and I will be required to vacate.

Head of Household Signature _____ Date _____

ATTACHMENTS:

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

(X) Pet Policy (X) Standard Maintenance Charges (May be updated)

(X) Grievance Procedure (May be updated) (X) Rent Collection Policy

(X) Smoke-Free Lease Addendum (X) Crime Free Lease Addendum

(X) Smoke Alarm Agreement



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SMOKE ALARM AGREEMENT

The Housing Authority of the City of Ste. Genevieve, Missouri (herein called the management) has leased to _____ (herein called resident) the premises located at _____ Robinwood Drive Ste. Genevieve, Ste. Genevieve, Missouri, beginning on the _____ day of _____.

Management has provided in the premises an operable smoke detector/carbon monoxide detector system, 1 per bedroom and 1 per main area. Resident acknowledges the provision of the operable system in the premises.

Resident agrees that it is the resident’s responsibility to report malfunctions noticeable by the resident and contact the office so that a work order can be generated to maintain the smoke detector as soon as possible. The maintenance staff will maintain the smoke detector and replace batteries when needed. Removal of the batteries or detector by the resident to make the smoke detector inoperable is grounds for eviction.

The resident will be charged \$50.00 for any smoke detector found to be disabled or tampered with by the tenant, family members and/or their guests.

Upon the termination of the dwelling lease, the resident agrees to leave the smoke detector in the unit in operable condition.

Signature: _____

Date: _____

Signature: _____

Date: _____

Housing Authority Official Signature: _____

Date: _____



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SMOKE-FREE LEASE ADDENDUM

HOUSING AUTHORITY OF THE CITY OF STE. GENEVIEVE

Tenant agrees that all the provisions of this smoke-free lease addendum have been read and are understood and further agrees to be bound by its provisions and conditions as written and that they have received a copy of this smoke-free lease addendum.

I have received a copy the Smoke-Free Policy and a copy of this smoke-free lease addendum and I hereby declare that the lease will be terminated, and I will be required to vacate if in violation of this addendum.

EXECUTION: By Tenant’s signature below, Tenant and household agree to the terms and conditions of this Smoke-Free Lease Agreement and all additional documents made a part of the Residential Lease Agreement by reference.

By the signature(s) below I/we also acknowledge that the Provisions of this Smoke-Free Lease Addendum Agreement have been received and thoroughly explained to everyone in the household as follows:

HEAD OF HOUSEHOLD: _____ **DATE:** _____

OTHER ADULT: _____ **DATE:** _____

OTHER ADULT: _____ **DATE:** _____

OTHER ADULT: _____ **DATE:** _____

OTHER ADULT: _____ **DATE:** _____

OTHER ADULT: _____ **DATE:** _____

SGHA REPRESENTATIVE: _____ **DATE:** _____