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DWELLING LEASE

Section 1: Description of the Parties

This Lease ("Lease") is executed this _____ day of _____, 20_____, by and between the Southwest Florida Housing Management ("SWFLHM"), and ("Tenant"). The Lease contains addendums, riders, and house rules (where applicable), which are incorporated herein as terms of the lease. SWFLHM also has an Admission and Continued Occupancy Policy ("ACOP") and Administrative Plan ("AP") that is posted at the Area Office and is available at <https://www.hacfm.org>. The policies and procedures in the ACOP and AP that are referenced in the Lease are incorporated herein.

Section 2: Description of the Leased Premises

SWFLHM – relying on the representation of the Tenant as to Tenant’s household composition, income, and need – hereby leases to the tenant upon the conditions hereinafter provided, the unit or residence located at:

To be occupied exclusively as a private dwelling and only residence by the Tenant and family, composed exclusively of the household members listed below (or the household members listed on the applicable Rider to the Lease). Requests for additions to the household members listed below, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by SWFLHM.

Section 3: Household Composition

Full Name	Relation to Head of Household	Date of Birth

Section 4: Lease Term, Rent and Deposit

Prorated Term and Rent: The Tenant shall have the right to occupy the premises beginning on month: _____ day: _____ year: _____ in accordance with the terms and conditions set forth herein upon payment of \$ _____ as rental for the partial month of occupancy. Charges for partial periods of occupancy shall be prorated over the number of days in the month in which the unit is occupied by the Tenant.

Lease Term: The term of this Lease shall begin on month: _____ year: _____. The term of this lease shall be for one (1) year and shall renew automatically for the same period, unless terminated as provided within this lease or by law; provided, however, that this Lease shall not automatically renew if Tenant or Tenant’s family members fail

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to comply with the Community Service Requirement set forth in Section ____ of this Lease. SWFLHM reserves the right to modify the terms and conditions of this Lease as provided in Section _____ of this Lease.

Rent: Rent in the amount of \$_____ per month shall be payable in advance on the first day of each month. Rent is considered delinquent if not received by the fifth (5th) calendar day of the month. The amount of the rent shall remain in effect until adjusted in accordance with the provisions of this Lease.

Rent Determination: The rental amount is based on one of the two HUD designated methods as listed below:

Income Based: Rent is based on an annual reexamination of family income and will pay approximately 30% of the family's monthly adjusted income or \$50.00 minimum rent. Rent is adjusted in accordance with policy.

Flat Rent: Rent is based on annual reexamination of family composition and a reexamination of income at least once every three years. Rent is adjusted in accordance with policy.

Rent Payments: Cash payments are not accepted. Rental and/or recurring occupancy charges are payable in advance without demand or billing at the place of designated in writing by SWFLHM, on or before the first (1st) day of each calendar month and are delinquent if received after the fifth (5th) calendar day of the month. If full rent is not received on or before the fifth (5th) calendar day of the month, on the sixth (6th) day, a late fee charge of \$25.00 will be charged.

Other Charges: The Tenant further agrees that if the Tenant check is returned for insufficient funds, SWFLHM shall bill the Tenant the amount the bank charges for processing the returned check. After a returned check, SWFLHM may require all the Tenant's future rental payments to be made by cashier's check or money order.

Deposits: Tenant shall pay a security deposit of \$_____ at the time of execution of this Lease. The deposit will be held at **First Bank, Address, City, State, Zip**, accruing no interest, and will be returned to the Tenant at the termination of this Lease less any charges assessed by SWFLHM in accordance with the terms of this Lease.

Chronic Rent Delinquency: Chronic repeated late payment of rent is defined as four (4) times in a twelve (12) month period.

Section 5: Utilities, Appliances, Smoke Detectors, and Air Conditioner

Utilities: The rental charge includes garbage collection charges. UA studies are conducted by 3rd party and established by SWFLHM at its discretion in accordance with policy. Consumption of water and sewer is monitored by 3rd party and billed directly to the tenant. If a utility is to be supplied by SWFLHM according to the UA, SWFLHM agrees to furnish them as specified by law. SWFLHM shall not, however be liable for failure to supply any of the above services for any cause beyond its control. Electricity is to be supplied by the Tenant. The Tenant agrees to furnish electricity to the premises to prevent damage to the premises. If, for any reason, the Tenant is unable to maintain water, sewer, or electricity, Tenant shall immediately notify SWFLHM. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain water, sewer, and electricity.

Appliances: SWFLHM shall provide the following appliances for the premises: Cooking Range and Refrigerator. It is agreed that the responsibilities for maintaining the appliances are outlined below. It is the responsibility of the Tenant to keep all SWFLHM supplied appliances in a reasonably clean condition. Do not allow excessive grease to build up, rot, dust, or other hazards cause damage. Appliances must be used only for their intended purposes. Tenant may not replace any appliance supplied by SWFLHM.

Smoke Detectors: The unit is equipped with smoke detectors. It is agreed that the responsibilities for maintaining all smoke detectors and alarms are outlined below. Each Lessee will be responsible for testing the smoke alarm at least once every month by pushing the "PUSH TO TEST" on the detector for about 5 seconds. To be operating properly, the alarm will sound when the button is pushed. If there is no sound, the Tenant must inform SWFLHM immediately by initiating a work order. Tampering with or disabling the smoke detector places you and your neighbors in jeopardy of injury and a violation of this Lease. It is further agreed that the Tenant will replace the battery to the detector when needed.

Air Conditioner: If your unit is equipped with an air conditioner it is agreed that the responsibilities for maintaining the air conditioner is outlined below. The Tenant will be responsible for replacement of the air filter every 3 months and replace the thermostat batteries when needed.

Section 6: Occupancy and Use of Dwelling

- A. Occupancy: Tenant shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit.
- B. Tenants Obligations to Occupancy:
- C. Not to assign the lease or to sublease the dwelling unit.
- D. Not to provide accommodations to boarders or lodgers.
- E. To use the dwelling unit solely as a private dwelling for the Tenant and the Tenant's household as identified in this Lease, and not to use or permit its use for any other purpose.
- F. Tenant shall notify SWFLHM of any absences from the unit (defined to mean that no member of the Tenant family is residing in the unit). Tenant shall not be absent from the unit for more than thirty (30) consecutive days, unless otherwise permitted within the policy as stated in the ACOP/AP. If the Tenant is absent for longer than the maximum period permitted in the ACOP/AP, it is good cause for Lease termination.
- G. Tenant may provide a temporary accommodation to Tenant's guests or visitors at the premises, but for no more than five (5) days in a twelve (12) month period. If Tenant's guests or visitors exceed maximum allotted period, it is good cause for Lease termination.
- H. In the event that, during the lease term, the Tenant develops a physical or mental impairment which is permanent or is of long-continued duration and which impedes the Tenant's ability to meet the requirements of the lease and SWFLHM cannot make or the Tenant declines, an offer of a reasonable accommodation which enables the Tenant to comply with the Lease, SWFLHM may terminate the Lease and the tenancy and require the Tenant to move.

Section 7: TERMINATION OF THE LEASE

Good Cause: Unless otherwise described herein (see Section 4.B or 4.C) or allowed by law, this Lease may be terminated by SWFLHM giving the Tenant written notice of good cause for termination thirty (30) days prior to the expiration of the Lease term. The Tenant shall, however, pay rent and be responsible for the premises until the termination of the Lease, until the return of all keys to the Area Office, or until the premises are actually vacated, whichever occurs last. Good cause includes, but is not limited to a violation of any provision of this Lease, or any local, state, or federal law. In the case of noncompliance with any provision of this Lease—other than noncompliance listed in Section 4.B or 4.C below—SWFLHM may give the Tenant a warning notice ("Warning Notice"), requiring the Tenant to comply within ten (10) days. If the Tenant fails or refuses to comply within ten (10) days after service of the Warning Notice, SWFLHM may issue, at any time thereafter during the Lease term, a thirty (30) day notice of termination of tenancy for good cause. Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to all Housing Authority termination actions.

Failure to Pay Rent: In the case of nonpayment of rent, SWFLHM may give the Tenant a Notice to pay rent or vacate within fourteen (14) days from the date of service of the Notice. The Notice shall be in substantially the form required by Chapter 59.18 RCW, and inform the Tenant of the amount of rent due and owing, and that if the Tenant fails to pay the rent and remains in possession of the unit, an unlawful detainer suit may be commenced on or after the fourteenth (14th) day after the date of Notice asking for a court order terminating the tenancy and evicting the Tenant.

Criminal and/or Drug Related Activity: If the Tenant, household member, guest, or any other person under the Tenant's control engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public Housing premises of other tenants or of employees of SWFLHM, or any drug-related criminal activity on or off the premises (defined as the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) SWFLHM may give the Tenant Notice to vacate within three (3) days from the date of service of

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the Notice according to RCW 59.12.030(5), or other applicable statute. Drug-related or other criminal activity is good cause for eviction, even in the absence of conviction or arrest.

Inability to Meet Program Requirements: Tenant's inability to meet program requirements as set forth in this Lease, the ACOP, or HUD regulations shall be good cause for termination or non-renewal of this Lease.

Notices: Any Notice of Lease Termination shall:

1. State the reason for the termination;
2. Inform the Tenant of their right to make such reply as they may wish;
3. State that the Tenant is entitled to a grievance hearing (where applicable);
4. Inform the Tenant of their right, upon request, to examine (and copy at their own expense) prior to the grievance hearing (if applicable) non-privileged documents or recordings directly related to the termination of tenancy or eviction;
5. Be combined with, or run concurrently with, any notice which is required by state law or by federal law; and
6. Include an attachment of notice of occupancy rights under the Violence Against Women Act and the certification form as required by HUD (CFR 24 §5.2005).

Unit Surrender: On or before the date of termination of tenancy, the Tenant must quietly and peacefully vacate the premises and surrender possession thereof to SWFLHM. If the Tenant vacates the premises according to such notice, the Lease shall be terminated (1) when the Tenant vacates and returns all keys to the premises to the Area Office, or (2) the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by SWFLHM in good order and repair, reasonable wear and tear excepted.

Abandonment: If the Tenant abandons the unit, SWFLHM shall take possession of the Tenant's personal property remaining on the premises and shall store non-perishable property. SWFLHM will consider the unit to be abandoned when a Tenant has fallen behind in rent and has clearly indicated by words or actions an intention to not continue living in the unit. SWFLHM has a claim against the Tenant for reasonable costs and expenses incurred in removing, storing, and disposing of the property. If the personal property left by Tenant is stored, SWFLHM will mail a written notice to the Tenant at the address last known or provided to SWFLHM notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice, unless claimed and removed by the Tenant.

Habitability: This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Tenant or any member of the Tenant's household.

Termination by Tenant Notice: At any time, the Tenant may give to SWFLHM fifteen (15) days' notice in writing of the termination of the Lease. Tenant shall be liable for rent up to the end of the 15 days for which notice was required, or, to the date the unit is re-rented, whichever date comes first.

Termination of Lease upon Death of Tenant: Upon the death of the Tenant this Lease shall terminate immediately. SWFLHM will comply with RCW 59.18.590 when the Tenant is the sole occupant of the unit.

Restraining Order: Any court order which restrains in any way the Tenant from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than the absence duration permitted in the ACOP shall be deemed to be good cause to terminate the Tenant's tenancy.

Section 8: NOTICES

Any notice required by this Lease or by law to be served upon SWFLHM shall be sufficient if delivered by Tenant or Tenant's agent to SWFLHM Manager at the Area Office or sent by first class mail, postage prepaid, properly addressed to the Area Office Manager, or to any person designated in writing by SWFLHM. Except for notices required under Section 10 and/or Section 14 of this Lease, any notice required by this Lease or by law to be served upon the Tenant shall be served either:

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- A. By delivering a copy personally to the Tenant; or
- B. If the Tenant is absent from the premises, by leaving there a copy with a person of suitable age and discretion residing at the premises and sending a copy through the mail addressed to the Tenant at Tenant's residence; or
- C. If a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending a copy through the mail first class postage prepaid and addressed to the Tenant at the premises.
- D. If the Tenant is visually impaired, all notices shall be made in an accessible format. Service of process shall be made to the Tenant in accordance with the requirements of RCW 59.12.

Section 9: Redetermination of Rent, Dwelling Size, Eligibility and Suitability

Annual Review: The Tenant agrees that to determine the appropriate rent, the appropriate size of the unit, Tenant's Eligibility and Suitability for continued occupancy in accordance with the ACOP/AP to complete a review of their household composition annually in accordance to the ACOP/AP. Rental amounts established through the Annual Review, or any applicable annual adjustment thereof, shall main in effect unless: (1) a Special Review is scheduled by SWFLHM in accordance to the ACOP/AP; (2) an Interim Review of Family Income is requested by the tenant and/or warranted under the ACOP/AP. Tenants who are subject to HUD's Community Service requirement (as outlined in the ACOP) will undergo a review to determine their compliance annually. A Tenant may request a waiver of the established rent for reasons of financial hardship in accordance with SWFLHM's Hardship Policy outlined in the ACOP.

Tenants Obligation for Reviews:

1. Shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income-matching program. "Timely" is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact SWFLHM. Extensions of the time may be granted solely a discretion of SWFLHM, only once, and only for documented reasons.
2. If requested, Tenant agrees to provide six (6) months of all pages of current and consecutive checking and saving account statements, three (3) months of current and consecutive paystubs, current year award letter from the social security administration and any other requested forms of income verification requested by SWFLHM.
3. Tenant understands and agrees that all adult household members must attend annual review meetings and come prepared with required income verification documentation.
4. Shall not commit any fraud or misrepresentation in connection with any federal, state, or local housing assistance program. Fraud includes any fraud defined under any federal or Florida State law, as well as any deliberate misrepresentation the SWFLHM by the Tenant or a member of the Tenant's household during the application process, or as applicant or resident of SWFLHM. Deliberate misrepresentation also includes, but is not limited to, failing to accurately report to SWFLHM the Tenant's family size, composition, or income in any application for housing, recertification, review, interim review, or special review as well as failing to timely report to SWFLHM any change in the size, composition, or income as set forth in this Lease.
5. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by SWFLHM that such a dwelling unit is available. If the Tenant refuses to transfer, the Tenant will be in violation of this Lease.
6. Rejection Standards for Suitability: The Tenant agrees that the essential requirement of residency is for SWFLHM to make informed and objective decisions to continue leases with Tenants who are likely to comply with the terms of the lease. SWFLHM may elect to provide written notice of its intent of eviction based on the following suitability criteria:
 - a. The Tenant has failed to provide the information required for SWFLHM to process the annual review.

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- b. The Tenant, Tenant's household member, or Tenant's guest(s) has disturbed a neighbor or neighbors in the past 12 months by behavior which would substantially interfere with the rights of other tenants to peaceful enjoyment of their units.
- c. The Tenant, Tenant's household member, or Tenant's guest(s) has caused damage or destruction of property or to the unit and has had a material adverse effect on the housing development.
- d. There is reasonable cause to believe that the Tenant, Tenant's household member, or Tenant's guest(s), illegal use, or pattern of illegal use of drug and/or alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- e. The Tenant, Tenant's household member, or Tenant's guest(s) engages in, or has engaged in, criminal activity on or near the premises that threatens the health, safety, and right to peaceful enjoyment of the premises by other residents.
- f. The Tenant, Tenant's household member, or Tenant's guest(s) has displayed living habits or poor housekeeping at the unit and such living habits or poor housekeeping would pose a substantial threat to the health or safety of the tenant or other tenants or would adversely affect the decent, safe, and sanitary conditions of all or part of the property.

Reporting Change and Retroactive Rent: Tenant agrees to provide written notification to the Manager at the Area Office of any change in the size or composition of the Tenant's family or income as detailed in the ACOP. The Tenant's failure to timely report (within 30 days) such changes as required by the ACOP, is good cause for termination of the Lease. Additionally, in cases where failure to timely report such change resulted in increased rent, all such rent shall be retroactive to the first month following the date of the misrepresentation, and shall be payable the first of the month following the expiration of thirty (30) days' notice of the determination of the charge. The ACOP provides additional policies pertaining to failing to timely report a change in the size or composition of the Tenant's family or income and resulting retroactive rent and such are incorporated herein.

Interim Reviews: Tenant may request an Interim Review to reduce rent as a result of decreased income or an increase in medical or childcare expenses. Upon reporting of any change in family circumstances, SWFLHM Manager will determine whether the reported change requires an Interim Review of Family Income in accordance with the ACOP.

Rent adjustment: If the Tenant has a decrease in income or an increase in allowable deductions, and applies for a decrease in rent, Tenant shall be given an appropriate adjustment according to the ACOP. After such a decrease in rent, Tenant must report, in writing, all increases in Tenant's Family Income to SWFLHM as established in the ACOP and appropriate adjustments in rent shall be made.

Failure to comply with program requirements: Notwithstanding the provisions above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits or other amounts received by the family that is the result of a deliberate action of a member of the household or of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements, or not deliberately reduced income or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

Special Reviews: Special Reviews will be scheduled by SWFLHM and conducted under conditions as specified in the ACOP.

Effective Date of Rent Adjustments:

1. Annual Reviews - Any rent adjustment determined as a result of an Annual Review under Section ___ of this Lease will be effective at the Tenant's Review Month, as listed on page 1 of this Lease.

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2. Special or Interim Reviews — Rent adjustment for changes according to Subsections 6.C and 6.D shall become effective as follows:
 - a. In the case of properly reported rent decreases, changes received prior to the 22nd day of the month, will become effective the first day of the month following the month in which the change was reported.
 - b. In the case of properly reported rent decreases changes received after the 22nd day of the month, will become effective the first day of the second month following the month in which the change was reported.
 - c. If the Tenant fails to provide proper notification to SWFLHM as required by Section 6.B, any downward rent adjustment (rent decrease) will become effective as of the first day of the month following the date the change was reported.
 - d. In the case of properly reported rent increases, rent adjustments will become effective the first day of the third month following the date the change occurred.

Discovery of Errors: If an error in rent is discovered SWFLHM shall correct the error as follows:

1. If the error was the fault of the Tenant and corrective action results in decreased rent, such decrease shall be retroactive to the first of the month following the date of the rent determination when the error was discovered, and the Tenant shall be reimbursed or credited accordingly.
2. If the error was due to the fault of the Tenant and corrective action results in increased rent, such increase shall be retroactive to the first day of the month following the date the misrepresentation or fraud occurred. Unless otherwise agreed to by SWFLHM, all retroactive rent charges shall be payable the first of the month following the expiration of thirty (30) days' notice of determination of the charge.
3. If the error was not the fault of the Tenant and corrective action results in increased rent, such rent increase shall be effective the first day of the second month following the date the error was discovered.
4. If the error was not the fault of the Tenant and corrective action results in decreased rent, such rent decrease shall be made retroactive to the first of the month following the date of the rent determination when the error was made, and the Tenant shall be reimbursed or credited accordingly.

Transfers: If SWFLHM determines that the size of the premises is no longer appropriate to the Tenant's needs according to the Occupancy Standards in the ACOP, Tenant agrees to move to an appropriate unit, upon reasonable notice to move of at least seven (7) days in accordance with Section ___ of this Lease and the Transfer Policy in the ACOP.

Right to Request a Hearing: When SWFLHM re-determines the amount of Tenant Rent, not including determination of SWFLHM's Energy Assistance Supplement schedule, or determines that the Tenant must transfer to another unit based on family composition, the Tenant shall be notified that they may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing as provided in SWFLHM's established Grievance Procedure ("Grievance Procedure," see Section ___).

Section 10: SWFLHM Responsibilities

SWFLHM agrees to accept rental money without regard to any other charges owed by the Tenant and to seek separate legal remedy for the collection of any such charges which from time to time, may become to SWFLHM. SWFLHM shall first apply any payments made by a tenant toward rent before applying any payment toward late payments, damages, legal costs, utility, or other fees, including attorney fees.

Maintenance:

1. SWFLHM shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD rules and regulations.

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2. SWFLHM shall 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 SWFLHM.
3. SWFLHM will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the unit by the tenant in accordance with Section 7 of this Lease.
4. SWFLHM shall make all necessary repairs to the unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease.
5. If the unit is rendered uninhabitable, the tenant shall immediately notify SWFLHM. SWFLHM shall be responsible for repair of the unit within a reasonable time. If the tenant, household members, or guests caused the damage, the reasonable costs of the repairs shall be charged to the tenant and the Lease will be terminated.
6. SWFLHM shall offer standard alternative accommodations, if available, when the necessary repairs cannot be made within a reasonable time. SWFLHM shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

Lease Bifurcation: SWFLHM agrees to consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking as identified in 24 CFR part 5, subpart L. If SWFLHM chooses to bifurcate this Lease, no assistance will be given for an individual who does not meet affordability housing eligibility, and 24 CFR 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

Section 11: Tenant's Responsibilities in Occupancy

Tenant shall comply with all rules and regulations now established or hereafter duly adopted or modified by SWFLHM, including but not limited to the following:

Submission of Required Information: Shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income- matching program. "Timely" is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact SWFLHM. Extensions of the time may be granted solely at the discretion of SWFLHM, only once, and only for documented reasons. Examples of the information requested include family income, family composition, social security number verification, evidence of community service completion, etc. Tenant shall supply any certification, release, information or documentation as SWFLHM determines to be necessary, including but not limited to information and documentation requested to complete a scheduled recertification, an annual, special, or interim re-examination.

Misrepresentation/Fraud: Shall not commit any fraud or misrepresentation in connection with any federal, state, or local housing assistance program. Fraud includes any fraud defined under any federal or Washington State law, as well as any deliberate misrepresentation to SWFLHM by the Tenant or a member of the Tenant's household during the application process, or as an applicant or resident of SWFLHM. Deliberate misrepresentation also includes, but is not limited to, failing to accurately report to SWFLHM the Tenant's family size, composition, or income in any application for housing, recertification review, interim review, or special review, as well as failing to timely report to SWFLHM any change in the size, composition, or income as set forth in this Lease.

Chronic Rent Delinquency: Shall consistently pay rent on time as defined in Section ___ of this Lease. Chronic repeated late payment of rent is defined as four (4) times in a twelve (12) month period.

Damages and Other Charges:

1. **Damages:** Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, or to the project (including damages to project buildings, facilities, or common areas) caused by

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the Tenant, a member of the household, or a guest. Said charges shall be made according to the current Schedule of Tenant Charges posted in the Area Office and included in the ACOP.

2. **Other Fees:** Shall also pay other charges and/or fees including, but not limited to, any excess utility charges, NSF fees, parking fees, legal and attorney's fees and costs, or other miscellaneous charges that may be incurred and are referenced in this Lease, included on the charge schedule posted in each Area Office, or as described in the ACOP.
3. **Due Date:** Agrees that payment of all such charges shall become due and collectable upon the earlier of (1) the first day of the second month following SWFLHM's issuance of a written notice of the charges, or (2) lease termination. Such charges shall be considered delinquent if not paid in full on or before the due date.

Community Service Requirement: Shall comply with the federally mandated Community Service Requirement.

Failure of the Tenant or member of the tenant household to perform required Community Service hours, without documented qualification of an exemption shall result in the nonrenewal of this Lease in accordance with 24 C.F.R. § 966.4(a)(2)(ii).

Conduct: Shall act, and cause other household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodation and will be conducive to maintaining the project in a decent, safe, and sanitary condition. Abusive, foul, or threatening language or behavior directed toward other tenants, guests, visitors or agents or employees of SWFLHM including, without limitation, any harassment or other behavior that violates the Fair Housing Act or any other local, state or federal law is prohibited and shall be good cause for termination of the Tenant's tenancy. Tenant and other household members and guests shall not abuse alcohol or any other substance in a manner that SWFLHM determines threatens the health, safety, and right to peaceful enjoyment of the premises by other residents. Any guest who engages in illegal activity or abusive, violent, or threatening behavior on the site will be subject to the loss of visitation privileges and will be treated as a trespasser. Trespassers may be subject to prosecution.

Tenants remain subject to eviction for the actions of their guests, whether or not guest visitation privileges are revoked.

Quiet Hours: Must obey city and state noise ordinances.

Weapons: Shall not use or discharge firearms or weapons of any kind or nature, including (but not limited to) rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other weapon, within King County Housing Authority properties.

Criminal Activity/Drug-related Criminal Activity: Understands that SWFLHM has a one-strike, zero-tolerance policy with respect to drug-related and other criminal activity. Tenant will ensure that Tenant and any household members do not engage in drug-related criminal activity (as defined in Section 4.D of this Lease) on or off the premises, or any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of SWFLHM's public housing premises by other residents, guests, or employees of SWFLHM. Additionally, the Tenant shall be held responsible for any guest or other person under the Tenant's control and will ensure that they will not engage in drug-related criminal activity (as defined in Section 4.D of this Lease) on or near the premises, or any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of SWFLHM's public housing premises by other residents, guests, or employees of SWFLHM. The Tenant understands that persons subject to lifetime registration under any State Sex-offender registration program are not eligible for residency. As such, the Tenant shall take all necessary action to ensure that the unit is not occupied by such persons at any time during the lease term. Any criminal activity in violation of this section will be treated as a serious violation of the terms of the Lease and shall be cause for termination of tenancy and eviction from the unit. SWFLHM shall have discretion to consider all of the circumstances of a violation of this section in determining whether eviction is warranted including the seriousness of the offense, the extent of the participation by family members, and the effects the eviction would have on family members not involved in the proscribed activity.

Impairment of Neighborhood: Shall refrain from illegal or other activity that impairs the physical or social environment of the project or neighborhood.

Maintaining Clean and Sanitary Condition of the Unit: Shall ensure Tenant, household members and guests keep the premises in a clean and sanitary condition and shall promptly remedy any conditions that would endanger the

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health or safety of any person. The Tenant, household members and guests shall not create a condition that is likely to attract pests, including but not limited to rodents, bed bugs, and cockroaches and shall not cause offensive odors or endanger the health and safety of any person, the building, or community.

Maintenance/Damages:

1. Shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, orderly, and safe condition, including but not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, and keeping yard clean and neat. Tenants who, because of age or disability, are unable to perform yard maintenance (e.g., mowing lawns) shall be granted an exemption from this responsibility upon verification of eligibility.
2. Shall refrain from, and cause Tenant's household members and guests to refrain from, destroying, defacing, damaging, or removing any part of the unit or project.
3. Shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety, including regulations regarding maintenance and upkeep of smoke detectors and carbon monoxide detectors installed in the unit and common areas.
4. Shall report to the Area Office any breakage, damage, or need for repairs to the unit or equipment therein, including the need for repair of dripping/leaking water faucets and drains and toilets that do not flush properly. In addition, Tenant shall promptly report any unsafe or unsanitary conditions in the unit or common areas and grounds that may lead to damage or injury, including the presence of bed bugs or the infestation of other insects or rodents.
5. Shall allow inspection of the unit and necessary preventive maintenance and repairs.
6. Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators, and shall not use any apparatus for heating (including space heaters) except that provided by SWFLHM without prior written consent of SWFLHM.
7. Shall dispose of all ashes, garbage, rubbish, and other waste into appropriate containers as prescribed by SWFLHM and local laws.
8. Shall make no changes, repairs, or alterations of the premises or alterations/additions to the equipment, and shall not use tacks, nails, screws or any fasteners in any part of the premises except in a manner approved by SWFLHM. Fencing, screen doors, or communications equipment (including satellite dishes) may not be installed without the prior written approval of SWFLHM.
9. Shall not apply wallpaper or paint without the prior written approval of SWFLHM.
10. Shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of SWFLHM. If such a request is approved, Tenant shall provide SWFLHM with a key for each lock.
11. Shall clean the premises and all equipment supplied to the premises (including drapes and carpets where supplied) immediately prior to vacating and shall return the premises to SWFLHM in as clean and sanitary condition as when the Tenant took possession.

Boarders/Lease Assignment: Shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of SWFLHM.

Private Dwelling: Shall use the unit solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease, and shall not use or permit its use for any other purposes. With the written permission of SWFLHM, the Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on the rights of the other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses and insurance.

Storage: Shall not store household or personal property outside the unit, other than in designated storage facilities, without prior written permission of SWFLHM and shall store such items at the sole risk of the Tenant. Tenant may

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only store outdoor furniture, potted plants, and bicycles on decks/balconies, unless otherwise approved in writing by SWFLHM.

Vehicles and Parking: Shall not park vehicles of any kind on the premises except in a manner described in SWFLHM's Parking Policy and Parking Addendum. Any vehicle parked in designated handicapped/disabled parking spaces without a state permit, or vehicles parked in fire lanes, or otherwise parked illegally will be parked in violation of this section of the Lease. Such vehicles will be subject to being towed and fined under state law at their owner's expense and Tenant's will be subject to Lease termination. Vehicles without current license tabs will be considered to be inoperable and not allowed to remain parked on the premises, in common areas, or on streets. When parking space is limited, parking may be restricted to only one vehicle per household. All Tenant's family vehicles must be registered with SWFLHM. Only minor repairs may be done on Housing Authority property.

Pets: Shall not keep, maintain, harbor, or board cats, dogs, or other pets of any nature on the premises except in a manner described in SWFLHM's Pet Policy and Pet Rider. Pets will be allowed only after written approval from SWFLHM and after the Tenant has paid the pet deposit, as required, and properly executed the Pet Rider. The pet deposit shall be held by SWFLHM and refunded to the Tenant on the terms stated in the Pet Rider. A person with a disability may request approval to keep a companion or service animal needed as a reasonable accommodation for their disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules. To ensure resident safety and health, at all times when traveling in common areas of a building or community pets must be leashed or kept in an appropriate carrier, and pets, companion animals and service animals must be kept under the control of the Tenant. The Tenant is responsible for proper disposal of animal waste.

Fire Safety/Precautions:

1. Shall permit no combustible material to be kept on the premises except in an approved container and shall take every precaution to prevent fire including, but not limited to, regular cleaning of dryer vents and ensuring personal property is kept away from any heat source.
2. Shall make reasonable effort to assist SWFLHM in keeping the smoke detector and carbon monoxide detector operational, including immediately notifying SWFLHM of any system malfunction. Any disconnecting of or tampering with smoke detectors or carbon monoxide detectors is a serious violation of Washington State Law and this Lease.
3. Shall permit no fireworks or other such explosive devices to be kept on the premises and their use shall not be permitted on Housing Authority property.
4. Shall use barbecues or other outdoor cooking devices in designated areas only and in accordance with local fire code.

Insurance Coverage: Tenant is encouraged to carry renter's insurance on their personal property at all times. Damage to the Tenant's personal belongings due to fire, theft, water, or any other type of damage shall not be the responsibility of SWFLHM.

Aerials and Antennas: Shall not place radio or television antennas, communications equipment (including satellite dishes), or other electrical connections on the premises without the prior written consent of SWFLHM. Antennas and satellite dishes may not be installed in a manner that damages the unit or building or poses a risk to safety and security. Failure to obtain the prior written approval of SWFLHM prior to installation of antennas, communication equipment, or satellite dishes and/or failure to ensure installation complies with the criteria established by SWFLHM is considered a violation of this Lease and cause for termination of tenancy. Costs of any repairs due to improper installation and/or subsequent removal of equipment are the responsibility of the Tenant.

Waterbeds: Shall not have a waterbed.

Regulations: Shall abide by other necessary and reasonable regulations and/or requirements put into effect by SWFLHM for the benefit and well-being of the housing development and the tenants, which are be posted in the Area Office or listed in the ACOP and incorporated by reference in this Lease.

Smoking: Shall not smoke within designated "Restricted Areas".

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1. "Smoking" means the igniting, lighting, inhaling, breathing, or exhaling of any prohibited tobacco product including, without limitation, cigarettes, cigars, pipes and water pipes (hookahs), tobacco, marijuana, or herbal products or any product intended to be ignited and inhaled in any manner or form. This definition also includes Electronic Nicotine Delivery Systems (ENDS), including but not limited to, electronic cigarettes (e-cigs), personal vaporizers, vape pens, e-cigars, e-hookah, or vaping devices. Carrying of any prohibited products when ignited or lit within a restricted area is also prohibited.
2. "Restricted Areas" include, but are not limited to:
 - a. Individual residential homes and apartments, including unit interiors and exterior balconies/porches/entryways;
 - b. Common spaces or areas open to other tenants or the public, including entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, residents, and guests;
 - c. Community playgrounds, parks, or garden areas of a designated King County Housing Authority community or facility of any type; and
 - d. Outdoor areas within 25 feet of any home, apartment, building, office, community park, playground, or garden area.
3. Smoking is only permitted in common areas outside of a building that are a minimum of 25 feet away from any building, community park, playground, or garden area.
4. Smoking materials must be disposed of in an appropriate collection receptacle. Receptacles will be provided by SWFLHM and appropriately placed within the permitted smoking areas.

SWFLHM is not a guarantor of Tenant's well-being related to a smoke-free environment. Tenant understands and accepts that SWFLHM's adoption of a No-Smoking Policy, and efforts to enforce such policy, do not constitute representation of or a guarantee by SWFLHM or any of its managing agents of any direct or consequential benefits to the Tenant's health or wellbeing.
5. Tenant understands and accepts that SWFLHM's adoption of a no-smoking living environment, and efforts to designate portions of the Property as no-smoking, do not in any way modify or add to the standard of care that SWFLHM has under applicable law to maintain the Property safe relative to air quality. SWFLHM makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the No-smoking Policy. SWFLHM cannot and does not warranty or promise that the Property will be free from second-hand smoke. SWFLHM's ability to police, monitor or enforce the No-Smoking Policy is dependent in significant part on voluntary compliance by Tenants, Tenant's guests, household members, and other persons under the Tenant's control.
6. It shall be the Tenant's responsibility to inform their household members, guests, and any other persons under the Tenant's control of this policy. The Tenant shall prohibit any smoking by their household members, guests, and/or any other persons under the Tenant's control while on the premises that would violate this policy.

Transfer: Shall agree, upon reasonable notice from SWFLHM (defined as at least seven (7) days' written notice), to move to another dwelling unit in the following situations:

1. SWFLHM determines that the size or design of the unit is no longer appropriate to Tenant's needs.
2. SWFLHM determines a move is necessary in order to rehabilitate or demolish a Tenant's unit.
3. It is necessary to accommodate a Tenant's disability.
4. A Tenant without disabilities who is housed in an accessible or adaptable unit is asked to move to a unit without such features when a Tenant or Applicant with disabilities needs such a unit.
5. Other circumstances as described within SWFLHM's established Transfer Policy in the ACOP.

Tenant will be responsible for transfer costs in transfer circumstances set forth in the ACOP. Tenant agrees to transfer to an appropriate unit within seven days from the commencement date of the Lease for the second unit and the Tenant is given the keys. If the seven-day period has not been extended in writing by SWFLHM and the Tenant has not moved from the first unit into the second unit, the Lease for the second unit is automatically

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canceled and the Tenant shall promptly return all the keys for the second unit to the Area Office. A tenant who, without good cause (as defined in the ACOP), fails to transfer to the designated unit within seven (7) days after being notified by SWFLHM that one is available will be determined to be in violation and subject to termination of this Lease. In addition, the tenant may be subject to termination of any tenant-initiated transfer request and may incur any fees/surcharges approved by SWFLHM and listed in the ACOP.

Energy Conservation: Shall ensure all household members and guests cooperate with energy conservation, recycling, and/or other environmental initiatives implemented by SWFLHM.

Section 12: INSPECTION/REPAIR

Initial Inspection: Tenant agrees that prior to moving into premises, Tenant and/or Tenant's representative will inspect the premises jointly with a Housing Authority representative, and that Tenant will sign the inspection report stating the conditions of the premises and the equipment in it. A copy of the inspection report signed by both parties shall be given to the Tenant following the inspection, and a signed copy shall be retained in the Tenant's file. The

Tenant has the right to amend the inspection statement within five (5) business days after taking possession of the premises if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by Section 7 of this Lease.

Vacate Inspection: When the Tenant vacates, the Tenant and/or Tenant's representative may join the representative of SWFLHM in an inspection of the premises.

Annual and Special Inspections: Tenant agrees that representatives of SWFLHM will be permitted to enter the premises whenever reasonably necessary, for the purpose of examining the conditions thereof, for making improvements or repairs, for extermination, or to show the premises for leasing. In addition, the Tenant agrees that the unit will be made available for inspection by HUD or its agent and SWFLHM as necessary in conjunction with HUD's inspection of Housing Authority properties.

Notification of Entry: Entry may be made only during reasonable hours after at least two (2) days' prior notice in writing to the Tenant of the date, time, and purpose, except that SWFLHM shall have the right to enter the premises without prior notice to the Tenant if SWFLHM reasonably believes that an emergency exists or that abandonment has occurred. The Tenant will not unreasonably withhold permission to SWFLHM or HUD (or its agent) to enter the premises for the purposes stated. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, SWFLHM shall leave on the premises a written statement specifying the date, time, and purpose of entry before leaving the premises. Tenant further agrees that, upon proper notification, the unit shall be made available and be properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for Lease termination.

Section 13: GRIEVANCE PROCEDURE

Access to the Grievance Procedure shall be available to any Tenant who believes (1) that SWFLHM's action or failure to act adversely affects the Tenant's rights under this Lease, or that SWFLHM's application of its regulations or policies adversely affects that Tenant's rights, duties, welfare, or status. Such "adverse action" includes, but is not limited to, a notice of rent change, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. SWFLHM shall notify the Tenant of the specific grounds for any proposed adverse action. The Grievance Procedure provides the Tenant an opportunity to present and settle their grievance informally with SWFLHM and, if not satisfied with SWFLHM's proposed disposition, to request a formal grievance hearing with a Hearing Officer. SWFLHM shall establish a list of Hearing Officers through an advertised call for qualified individuals. SWFLHM shall assign Hearing Officers to hear individual Tenant grievances and hold all grievance hearings in accordance with the procedures and policies set forth in SWFLHM's Grievance Procedure included in the ACOP.

Section 14: REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES

For all aspects of this Lease and Grievance Procedure, a person with disabilities shall be provided with reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit equal to a non-disabled family. A Tenant may, at any time, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy. A Tenant making such a request should obtain from their Area Office a copy of SWFLHM's Request for Reasonable Accommodation Form

Section 15: REPRESENTATIONS AND WAIVERS

The failure of SWFLHM to insist on strict performance of any term of this Lease shall not be considered a waiver or relinquishment of the right to subsequently require strict performance of that or any other term. All terms and conditions shall at all times continue in full force and effect. The rights and remedies given to SWFLHM under these terms are distinct, separate, and cumulative and not one of them whether exercised or not shall be deemed to be to the exclusion of any other.

Acceptance of rent at any time by SWFLHM shall not be construed to be a waiver of any preceding or existing breach of this Lease other than the failure of the Tenant to pay the particular rent so accepted. In cases of non-payment of rent or charges, the deposit of the disputed rent or charges into escrow shall not be deemed to be an acceptance by SWFLHM of the rent so deposited.

Section 16: ATTORNEYS' FEE AND COURT COSTS

In the event any dispute arises in connection with this Lease and a lawsuit is filed in State Superior Court, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in that legal proceeding. Neither party is entitled to recover its attorneys' fees incurred in participation in the Grievance Procedure, including the formal grievance hearing with a Hearing Officer.

Section 17: AMENDMENTS AND CHANGES TO RULES AND REGULATIONS

SWFLHM may amend its schedules for charges for services and repairs as well as its rules and regulations, which are otherwise incorporated herein by reference, by giving the Tenant not less than thirty (30) days' notice of the same. Resident Organizations will also be given thirty (30) days' notice to comment on proposed changes to the Lease or Grievance Procedures. In addition, SWFLHM will give thirty (30) days' written notice whenever there is a revision in the system for calculating the Utility Allowance (UA). Regular UA adjustments due to rate changes will be implemented as soon as administratively feasible without Tenant comment. Said notice shall be given by either or both of the following: (1) the notice may be delivered directly or mailed to the Tenant; or (2) posted in at least three [3] conspicuous places within each structure or building in which the affected unit is located, as well as in a conspicuous place at the Area Office.

The Tenant shall be afforded an opportunity within the thirty-day period to present written comments which shall be taken into account by SWFLHM prior to the proposed modification or amendment becomes effective.

Change in the Lease document, other than rent, family composition, or special waiver change, shall be documented by execution of a new Lease or amendment to the existing Lease. At least sixty (60) days prior to the proposed effective date of the new Lease, SWFLHM will notify the Tenant of any changes in the Lease and offer the Tenant the new Lease or Amendment to the existing agreement. The Tenant may accept the changed terms and conditions by signing the new Lease or Amendment to the existing agreement and returning it to SWFLHM within the time period provided. The new Lease or Lease Amendment will be signed and dated by both SWFLHM and the Tenant. Failure of the Tenant to accept, sign, and return the offered revision of the Lease shall be deemed to be good cause for termination of the Tenant's tenancy, and SWFLHM shall terminate the Lease agreement and the Tenant and Tenant's household shall be required to vacate from the unit.

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Changes in household composition and special waivers shall be accomplished by a written Rider to the Lease, executed by both parties. Changes in rent determined as a result of a Recertification, Interim, or Special Review under Section ___ of this Lease shall be accomplished by written notice delivered directly or mailed to the Tenant.

Section 18: AMENDMENTS AND CHANGES TO RULES AND REGULATIONS

If any provision of this Lease or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the Lease, which can be given effect without the invalid provision or application. To this end, the provisions of this Lease are severable.

Tenant Date

Tenant Date

By: _____
Manager Date