

## **TERMS AND CONDITONS OF OCCUPANCY**

### **1. SECURITY DEPOSIT**

(a) The CMHA will hold the security deposit for the period the Tenant occupies the dwelling unit. The CMHA will not use the Security Deposit for payment of rent or other charges while the Tenant is in occupancy, but may apply it to rent and other charges remaining unpaid when the dwelling unit is vacated.

(c) At the time of move out, the Tenant must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition. All keys to the dwelling unit and picture Identification Cards, if applicable, must be returned to the Executive Director or designee upon vacating the dwelling unit.

(d) The CMHA will refund to the Tenant the amount of the security deposit and any accrued interest if applicable, less any amount needed to pay the cost of:

- (1) Unpaid Rent;
- (2) Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- (3) Other unpaid charges under the Lease.

(e) If the Tenant disagrees with the amount charged to the security deposit, the CMHA will offer to meet to discuss the charge(s).

(f) The CMHA will refund the Security Deposit and any accrued interest if applicable less any amounts owed, within thirty (30) days after move out and the Tenant's notification of their new address.

(g) The CMHA acknowledges its compliance with the State of Ohio Code concerning Security Deposits.

### **2. UTILITIES**

(a) The Tenant agrees to pay the CMHA for furnished utilities consumed in excess of the schedule of allowances posted in the CMHA's management office. The current schedule in effect is attached to and made a part of this Rental Agreement.

(b) The Tenant shall be charged for excess utilities consumed on the basis of provider's rates in effect at time of consumption.

(c) The Tenant agrees to keep the utilities on and in his or her name during tenancy. Failure to do so may result in eviction.

### **3. ANNUAL REEXAMINATION**

(a) If the Tenant has chosen an income-based rent, then at least once annually, the Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the CMHA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. The Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner is grounds for termination of this Lease by the CMHA.

(b) If the Tenant has chosen a flat rent, the CMHA shall re-examine the Tenant's income, assets, allowances, deductions and family composition annually.

(c) If the CMHA determines that the Tenant has gained admission or remained in occupancy of a CMHA dwelling unit through the Tenant's misrepresentation of his or her income, assets, childcare responsibilities, or family

composition, the CMHA may terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

**4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY**

(a) All Tenants must report to the CMHA changes in household circumstances when they occur between Annual Recertifications including when a member has been added to the family through birth, adoption, or court-awarded custody and when a household member is leaving or has left the unit. Tenants that pay an income-based rent may also choose to report changes in income and expenses at any time to the CMHA. However, Tenant's rent, in these cases, shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud.

(b) The initial rental amount established by this lease and subsequent rental amount determinations for Tenants with income-based rents shall remain in effect for the period between annual redeterminations of rent unless during such period that the Tenant requests of redetermination of rent due to income changes; income was received that was not reported to the CMHA; the rental amount was calculated for a temporary time period; or HUD regulations require such a redetermination.

**RENT INCREASES** shall be made effective the first day of the second month following the month in which the change actually **OCCURRED**. **No change in rent will be made until the Executive Director or designee receives the third party verification.**

**RENT DECREASES** shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by the Executive Director or designee.

It is the responsibility of the Tenant to report in writing all changes as outlined above by the last business day of each month. Income not reported by the last business day of the month will result in rent not being changed until the first of the following month provided third party verification has been received.

(c) Tenants that choose an income based rent shall reimburse the CMHA for the difference between the rent that was paid and the rent that should have been charged if proper notice of the income change had been given and the Tenant either did not submit information in a timely manner or submitted false information.

(d) Regardless of whether a Tenant chooses an income based or flat rent, if the Executive Director or designee determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, the Tenant agrees to transfer to an appropriate size dwelling unit upon notice by the Executive Director or designee that such a dwelling unit is available.

(e) If the dwelling unit leased is a handicapped designated unit as checked in Section 1 (a), and the Tenant occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, the Tenant agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Tenant with disabilities.

(f) If the Tenant does not agree with the transfer determination of the Executive Director or designee, the Tenant shall have the right to request a hearing under the CMHA's Grievance Procedure.

**5. RETRO REPAYMENT AGREEMENT**

(a) A Repayment Agreement is a contract entered into between the CMHA and the Tenant, when the Tenant owes money to the CMHA. The CMHA has the following repayment ranges:

\$0 - \$1,000 – 10% due monthly  
\$1,001 - \$2,500 – 6% due monthly

(b) The CMHA will not enter into more than one (1) Repayment Agreement at a time with the same family.

**6. CHARGES OTHER THAN RENT**

(a) Charges for excess utilities are due on the same day of the month as rent. Charges for maintenance and repairs are due on the first day of the following month that the charge was incurred. Such charges shall be considered delinquent after 4:00 P.M. on the 6th business day of the month following the due date. A list of standard charges are posted in the CMHA's management office and made a part of this Lease by reference.

(b) Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of this Lease

(c) Tenants requesting copies of documents, must pay a fee of (\$0.05) per copy.

**7. MANAGEMENT AGREES:**

(a) To maintain the dwelling unit in a safe and sanitary condition. The CMHA assumes no liability for damages caused to the Tenant by criminal acts of a third party.

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

(c) To make necessary repairs to the dwelling unit.

(d) To keep the buildings, facilities and common areas, not otherwise assigned to the 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, including elevators, supplied or required to be supplied by the CMHA.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Tenant in accordance with Section 14, hereof.

(g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(h) To furnish a heater, cooking stove, refrigerator and water heater without additional charge.

(i) To notify the Tenant of the specific grounds for any proposed adverse action by the CMHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Rental Agreement termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the CMHA is required to afford the Tenant the opportunity for a hearing under the CMHA's

Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse Action shall inform the Tenant of the right to request such a hearing. In the case of a Rental Agreement termination, a notice of Rental Agreement termination in accordance with Section 21 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Rental Agreement termination, the CMHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.

(j) To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

## **8. OCCUPANCY OF THE DWELLING UNIT**

(a) The Tenant shall have the right to exclusive use and occupancy of the leased dwelling unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. A guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

(b) The tenant shall be obligated to assure that no tenant, member of the tenant's household, or guests engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises or any drug related criminal activity on or off the premises. The tenant shall also be obligated to assure that no other person under the tenant's control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents or any drug-related criminal activity on the premises. The tenant shall also be obligated to assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

(c) The Tenant agrees not to assign this Rental Agreement, nor to sublet, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1(b). With the written consent of the Executive Director or designee, members of the household may engage in legal profit making activities in the dwelling unit, where the CMHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenant's right to peaceful enjoyment of their residence.

(d) The Tenant agrees that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the CMHA shall not be liable to the Tenant or Tenant's family, employees, invitees, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the CMHA. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired.

(e) The Tenant agrees not to keep pets unless prior written approval is given by the Executive Director or designee in accordance with the CMHA's Pet Policy, which is posted in the CMHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit.

(f) The CMHA's Pet Deposit is \$300.00. The CMHA will refund the Pet Deposit to the Tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the dwelling unit. The CMHA will refund the Pet Deposit to the former Tenant or to the person designated by the former Tenant in the event of the former Tenant's incapacitation or death. Violation of the pet policy is grounds for the removal of the pet, termination of tenancy, or both.

(g) The Tenant agrees to notify the CMHA if he/she is going to be absent from the dwelling unit for more than thirty (30) consecutive days and provide a means for the CMHA to contact the resident in the event of an emergency. Failure to advise the CMHA of extended absences is grounds for termination of the Rental Agreement.

(h) The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for three (3) consecutive months except as otherwise approved by the Executive Director or designee.

(i) The Tenant agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months. The Executive Director or designee will determine if the reason for the incarceration is for drug-related or violent criminal activity before a letter of Rental Agreement termination is issued.

(j) Guests who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this Rental Agreement, the term "guest" means a person in the leased unit with the consent of a household member not listed on the Rental Agreement as an authorized member.

(k) The Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by the CMHA for the benefit and well-being of the authority's properties and its other Tenants which shall be posted in the CMHA's management office and are incorporated herein by reference.

(l) Any violation of this section shall be considered a serious violation of the terms and conditions of the Rental Agreement.

## **9. ADDITIONS TO THE RENTAL AGREEMENT**

(a) Requests for the addition of a new member of the household must be approved by the Executive Director or designee prior to the actual move-in by the proposed new member.

(b) Tenants who fail to notify the Executive Director or designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Rental Agreement. Such persons are considered to be unauthorized occupants by the CMHA, and the entire household will be subject to eviction.

(c) Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the Rental Agreement. The Tenant must notify the Executive Director or designee in writing of the move-out within ten (10) days of its occurrence.

## **10. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS**

(a) Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the CMHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.

(b) Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on CMHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on the CMHA's property will be considered a serious violation of the terms and conditions of this Lease.

## **11. AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

(a) The Tenant agrees to park and cause the Tenant's guest to park, automobiles and other motorized vehicles in parking areas only. Tenant specifically agrees to refrain and cause Tenant's guest to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The CMHA reserves the right to assign parking space(s) to

the Tenant and Tenant agrees to park motor vehicles only in any such assigned space(s). The tenant agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles.

(b) The Tenant and Tenant's guest's motorized vehicles properly parked on the CMHA's property shall be in running condition and have fully inflated tires and current license plates.

(c) The Tenant agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the CMHA's property.

(d) The Tenant agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 11 (b) above. The CMHA will ticket such vehicle for at least twenty-four (24) hours prior to towing.

(e) Repeated violations of this section constitute good cause for the Executive Director or designee to terminate this Rental Agreement.

#### **14. SANITATION, CLEANLINESS, HEALTH AND SAFETY**

(a) Tenant agrees to comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

(b) Tenant agrees to abide by the State and/or local Sanitation Code posted in the CMHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Tenant also agrees to keep the dwelling unit and all other areas assigned to Tenant for his exclusive use free of litter and debris and in a clean and safe condition at all times. Tenant also agrees to cooperate with other Tenants in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Executive Director or designee to terminate this Lease.

(c) Tenant agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

(d) Tenant agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Tenant or his guest will be considered a serious violation of the terms and conditions of this Lease.

(e) Tenant agrees to immediately and personally report to the CMHA all unsafe, conditions which are known to, or observed by the Tenant, either in common areas of the Public Housing property or in the dwelling unit leased by the Tenant.

#### **12. CODE OF CONDUCT**

(a) Tenant agrees to conduct himself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

(b) Tenant agrees to assure that no tenant, member of the tenant's family or guest engages in:

1. Criminal activity
2. Prohibited Civil Activity including "Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a), or in any outdoor areas that CMHA has designated as smoke-free."

(c) Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to partake in any illegal activity.

(d) Tenant agrees to report to local officials, and then to the CMHA, all illegal activity or activities known to or observed by Tenant occurring in the common areas of the Public Housing premises or his dwelling unit, or in any other dwelling unit of the CMHA's property, as soon as the Tenant becomes aware of such activity.

(e) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to, or in the presence of, Housing Authority staff, other residents or guests on CMHA property.

(f) Tenant agrees not to allow any individual that has been barred or banned from the CMHA's property to be on any property for which the Tenant has responsibility.

### **13. REPAIR AND UPKEEP OF THE PREMISES**

(a) Tenant agrees not to make repairs or alterations to the dwelling unit, including any electric or plumbing systems or to install any major appliance such as air conditioner, washing machine, clothes dryer, television antenna or satellite dishes, etc., without prior written consent of the CMHA. The Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property. Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances, including elevators.

(b) Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, altering, or removing any part of the CMHA's property. The Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the CMHA. Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. Tenant agrees not to build fences or place locks on doors or windows without prior written permission by CMHA. Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so. Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the Schedule of Charges posted in the CMHA's management office and incorporated herein by reference.

(c) All charges made under this section shall be due and payable according to the guidelines stipulated in Section 8 above. Repeated violations of this section shall constitute good cause for the CMHA to terminate this lease.

### **14. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY**

The Tenant shall immediately notify the CMHA of all damages to the apartment. Maintenance shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Tenant. Maintenance shall be responsible for repair of the premises within a reasonable time. If the damage was caused by the Tenant or the Tenant's guest, the reasonable cost of repairs shall be paid by the Tenant. If the damages are covered by the Housing Authority's insurance, an amount not to exceed the deductible of that insurance, will be assessed to the Tenant.

The CMHA agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by the CMHA. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if the damage is caused by Tenant or Tenant's guests.

**15. INSPECTIONS, RIGHT OF ENTRY, AND REPAIRS**

(a) The Tenant agrees to permit the agents or employees of the CMHA to enter the dwelling unit during reasonable hours for the purpose of making inspections or repairs or for showing the dwelling unit for re-leasing. Except for cases of emergency, responding to Tenant's request for certain services, or repairs which require entry to the dwelling unit, the CMHA will give the Tenant at least twenty-four (24) hours prior notice of entering the dwelling unit.

(b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, the CMHA shall leave in the dwelling unit a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.

(c) The CMHA and the Tenant or a Tenant's representative shall inspect the dwelling unit and the equipment prior to commencement of occupancy by the Tenant. The CMHA will furnish the Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. This statement shall be signed by Maintenance and the Tenant, and a copy of the statement shall be retained in the Tenant's file.

(d) At the time a Tenant vacates, the CMHA shall inspect the dwelling unit and furnish the Tenant a written statement of charges, if any, for which the Tenant is responsible. Tenant or a Tenant's representative may join in such inspection unless Tenant vacates without notice to the CMHA.

**16. LEGAL NOTICE**

Any written notices as required or permitted hereunder will be sufficient if delivered to the Tenant personally or to any adult member of his family residing in the dwelling unit, or if sent by U.S. mail, addressed to the Tenant, postage paid. Notices to the CMHA shall be in writing and delivered to the Management office or sent by first class mail, postage paid, properly addressed. If the Tenant is visually impaired, any legal notices will be delivered in an accessible format.

**17. ACCOMMODATION OF PERSONS WITH DISABILITIES**

For all aspects of the Rental Agreement and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The CMHA shall provide a notice to each that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.

**18. NONRENEWAL OF RENTAL AGREEMENT**

(a) CMHA reserves the right to not renew the rental Agreement at its discretion.

(b) CMHA shall non-renew the Rental Agreement for any family member who is in non-compliance of the Community Service requirement as authorized under Section 12 of the United States Act of 1937, as amended. An opportunity to cure the non-compliance will be offered prior to eviction procedures.

**19. TERMINATION OF THE RENTAL AGREEMENT**

The CMHA shall not terminate or refuse to renew the Rental Agreement other than for a serious violation or repeated violations of the terms and conditions of the Lease such as, but not limited to:

(a) Failure to make payments due under the Rental Agreement;

- (b) Failure to fulfill household obligations including but not limited to providing timely and accurate statements of income, assets, expenses and family composition; attending scheduled reexaminations; cooperating in the verification process; allowing inspection of the unit;
- (c) Failure to abide by necessary and reasonable rules, building and housing codes;
- (d) Determination that a family member knowingly permitted an ineligible noncitizen not listed on the Rental Agreement to permanently reside in the unit;
- (e) Determination or discovery that a resident is a registered sex offender;
- (f) Failure to accept the PHA's offer of a revision to an existing Rental Agreement: that is on a form adopted by the PHA in accordance with HUD rules and regulations; with written notice of the offer of the revision at least 60 calendar days before the Rental Agreement revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- (g) Failure to keep utilities on and in the Tenant's name during tenancy;
- (h) Other good cause including, but not limited to, acts of destruction, defacement or removal by Tenant or guests; criminal activity or alcohol abuse, discovery after admission of facts that made the tenant ineligible, or discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
- (i) The CMHA has a **"One Strike and You're Out"** policy with respect to violations of the Lease terms regarding criminal activity. The **"One Strike and You're Out"** Policy applies to all residents of the CMHA.

**ANY DRUG-RELATED OR VIOLENT CRIMINAL ACTIVITY ON OR OFF THE PREMISES BY THE TENANT, ANY MEMBER OF THE HOUSEHOLD, A GUEST, OR ANOTHER PERSON UNDER THEIR CONTROL, SHALL BE CAUSE FOR TERMINATION OF THIS RENTAL AGREEMENT AND EVICTION FROM THE DWELLING UNIT, EVEN IN THE ABSENCE OF AN ARREST OR CONVICTION.**

**CMHA WILL IMMEDIATELY TERMINATE THE TENANCY IF IT DETERMINES THAT ANY MEMBER OF THE HOUSEHOLD HAS EVER BEEN CONVICTED OF DRUG-RELATED CRIMINAL ACTIVITY FOR MANUFACTURE OR PRODUCTION OF METHAMPHETAMINE ON THE PREMISES OF FEDERALLY ASSISTED HOUSING.**

**CMHA MAY EVICT A FAMILY WHEN IT DETERMINES THAT A HOUSEHOLD MEMBER IS ILLEGALLY USING A DRUG OR WHEN A PATTERN OF ILLEGAL USE OF A DRUG INTERFERES WITH THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS.**

**ANY CRIMINAL ACTIVITY BY A COVERED PERSON THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS OR STAFF, OR THREATENS THE HEALTH, SAFETY OR RIGHT TO PEACEFUL ENJOYMENT OF THE RESIDENCES BY PERSONS RESIDING IN THE IMMEDIATE VICINITY OF THE PREMISES IS GROUNDS FOR TERMINATION OF TENANCY.**

**CMHA MAY TERMINATE THE TENANCY IF A TENANT IS FLEEING TO AVOID PROSECUTION, OR CUSTODY OR CONFINEMENT AFTER CONVICTION, FOR A CRIME OR ATTEMPT TO COMMIT A CRIME, THAT IS A FELONY UNDER OHIO LAW.**

**INDIVIDUALS WHO ENGAGE IN ILLEGAL DRUG USE AND/OR OTHER CRIMINAL ACTIVITY SHALL BE EVICTED FROM THEIR DWELLING UNIT AFTER ONE (1) SUCH OFFENSE.**

## **20. NOTICE OF RENTAL AGREEMENT TERMINATION**

- (a) The CMHA may terminate this Rental Agreement by giving written notice of Rental Agreement termination of:
- (1) Three ( 3) days in the case of failure to pay rent;
  - (2) Three (3) days in the case of suspected or police confirmed illegal drug activity.
  - (3) A reasonable period of time considering the seriousness of the situation, but not to exceed thirty (30) days: if the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; *or* if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; *or* if any member of the household has been convicted of a felony;
  - (4) Thirty (30) days in any other case, including but not limited to chronic late payment of rent, except if state or local law allows a shorter notice period, such shorter period will apply.
- (b) The Notice of Rental Agreement Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish.
- (c) The demand notice as required by the laws of the State of Ohio will be combined with and run concurrently with the notice of Rental Agreement termination.
- (d) When the CMHA is required to afford the Tenant the opportunity for a hearing under the CMHA's Grievance Procedure for a Grievance concerning the Rental Agreement termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and the Grievance process has been completed.
- (e) When the CMHA is not required to afford the Tenant the opportunity for a hearing under the CMHA's Grievance Procedure for a Grievance concerning the Rental Agreement termination, the Notice of Rental Agreement Termination shall:
- (1) State that the Tenant is not entitled to a Grievance Hearing on the termination.
  - (2) Specify the judicial eviction procedure to be used by the CMHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in court that contains the basic elements of due process as defined in HUD regulations.
  - (3) State whether the eviction is for a criminal activity as in Section 12 (f) of this Rental Agreement or for a drug-related criminal activity, also described in Section 12 (f) of this Rental Agreement.
- (f) This Rental Agreement may be terminated by the Tenant at any time by giving thirty (30) days written Notice in the manner specified in Section 21. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Executive Director or designee upon vacating.

## **21. ABANDONMENT OF DWELLING UNIT AND PROPERTY**

In the event 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 CMHA, be considered abandoned. In such event, the CMHA shall have the right, provided five (5) 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 CMHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Rental Agreement and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned.

**22. HOLDING OVER**

The Tenant shall promptly vacate the dwelling unit and remove all of Tenant's goods and property therefrom after expiration of this Rental Agreement, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Tenant after the expiration of this Rental Agreement without the express consent of the CMHA shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this Rental Agreement by operation of law.

**23. ALTERNATIVE HOUSING ACCOMMODATIONS**

The Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than thirty (30) days unless prior written approval is received from the Executive Director or designee. If the Tenant resides out of the dwelling unit for more than thirty (30) days, the CMHA will assume the dwelling unit to be abandoned and take possession in accordance with Section 19.

**24. GRIEVANCE PROCEDURES**

All disputes concerning the obligations of the Tenant or the CMHA, exclusive of those under Section 18, arising under this Rental Agreement shall be processed and resolved pursuant to the Grievance Procedure of the CMHA which is in effect at the time such Grievance or appeal arises, which procedure is posted in the CMHA office and incorporated herein by reference.

**25. CHANGES TO RENTAL AGREEMENT**

This Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between CMHA and the Tenant. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for Section 6 and any reference to posting of policy, rules and regulations.

**26. COURT COSTS AND ATTORNEY FEES**

If it becomes necessary for the CMHA to employ an attorney and bring court proceedings against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Tenant from the dwelling unit, and if judgment is entered against the Tenant in favor of the CMHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against the CMHA in favor of the Tenant in such proceedings, the CMHA may be obliged to pay all court costs and reasonable attorney's fees.

**27. UNENFORCEABLE RENTAL AGREEMENT PROVISIONS**

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

**28. LEAD-BASED PAINT DISCLOSURE.**

If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.