

HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

Public Housing Lease Agreement

PART 1: RESIDENTIAL LEASE AGREEMENT: Terms and Conditions

THIS LEASE AGREEMENT (hereafter called "the Lease") is executed between the Housing Authority of the City of Springdale, Arkansas (herein called the "PHA"), located at 5 Applegate Drive, Springdale, AR 72764 and _____, herein called the "Resident"), and is effective as of: _____ [24 CFR 966.4(a)(1)(i)].

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

- (a) The PHA, relying upon the representations of the Resident as to the Resident's income, household composition, and housing need, leases to the Resident (subject to the Terms and Conditions set forth in the Lease) the dwelling unit located at: _____; (hereinafter called the "premises" or "unit") to be occupied exclusively as a private residence by the Resident and PHA-approved household named in Section II of the Lease. The Resident unit number is: _____ [24 CFR 966.4 (a)(1)(ii)].
- (b) "Unit" includes the stove, oven, refrigerator and heating unit, and any steps and porches, surrounding the dwelling unit, if any.
- (c) "Premises" includes the building or complex in which the unit is located, including common areas and grounds.
- (d) The unit must be used as the only private residence of the Resident and the PHA-approved household members named in Section II of the Lease [966.4(d)(1)].
- (e) The PHA may, by prior written approval, consent to the Resident's use of the unit for legal profit-making activities incidental to its use as a dwelling unit and subject to the PHA's policy on such activities [24 CFR 966.4(d)(2)].

II. Household Composition

- (a) The Resident's household is composed of the individuals listed below [24 CFR 966.4 (a)(1)(v)]. After the Head and Spouse/Cohead, each household member should be listed by age, oldest to youngest. The Head of Household, Spouse/Cohead (regardless of age) and all members of the family age 18 and over shall execute the Lease.
- (b) Any additions to the household members named on the Lease, including live-in aides and foster children/adults, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of the PHA. Such approval will be granted only if the new members pass the PHA's eligibility and screening criteria and a unit of appropriate size is available. Permission to add live-in aides and foster individuals shall not be unreasonably refused [24 CFR 966.4 (a)(1)(v) and (d)(3)(i)].
- (c) The Resident agrees to wait for the PHA's approval before allowing additional persons to move into the unit. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the Lease, for which the PHA may terminate the Lease in accordance with Section XVIII [24 CFR 966.4 (a)(1)(v)].
- (d) The Resident shall report deletions (for any reason) from the household of any members named on the Lease to the PHA in writing, within 10 business days of the occurrence.

Name	Relationship	SSN	DOB	Delete/Add	Initial	Date
	Head of Household					

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III. Term

- (a) The initial term of this Lease shall be for one calendar year. Unless otherwise modified, or terminated in accordance with Section XVIII of this Lease, this Lease shall automatically be renewed for successive terms of one calendar year [24 CFR 966.4 (a)(2)(i)].
- (b) The PHA may not renew the Lease if the family has violated the requirement for Resident performance of community service / participation in an economic self-sufficiency program as outlined in 24 CFR 960, subpart F of the regulations [24 CFR 966.4 (a)(2)(ii)].

IV. Rent

- (a) The initial rent (prorated for partial month move-ins, if applicable) shall be \$ _____. (or, if applicable, the Resident shall receive the benefit of \$ _____ from the PHA for a Utility Reimbursement prorated for partial month move-ins, paid to the family beginning ____/____/____ and ending at midnight on ____/____/____.
- (b) Thereafter, rent in the amount of \$ _____.00 shall be due and payable in advance on the first day of the month. If the first falls on a weekend or holiday, the rent shall be due and payable on the first business day thereafter. If applicable, a Utility Reimbursement of \$ _____.00 per month shall be paid to the family by the PHA [24 CFR 966.4 (b)(1)].
- (c) This rent is:
 - ☐ Based on income and other information reported by the Resident; or
 - ☐ The flat rent for the unit
- (d) Rent may include utilities as described in Section VIII below and includes all maintenance due to normal wear and tear.
- (e) Rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations [24 CFR 966.4 (c)]. The amount of the Total Tenant Payment (TTP) and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP).
- (f) When the PHA makes any change in the amount of TTP or Tenant Rent, the PHA shall give written notice to the Resident which will become an attachment to the Lease. The notice shall state the new rent amount and the date from which the new rent amount is applicable. The notice shall also state that the Resident may ask for an explanation of how the amount was computed by the PHA and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under PHA Grievance Procedure. If the Resident asks for an explanation, the PHA shall respond in a reasonable time [24 CFR 966.4 (c)(4)].
- (g) The Resident is given the choice at admission and annually thereafter between paying an income-based rent or the unit's flat rent [24 CFR 960.253 (a)(1)].
- (h) Payments will be credited first to past due rent, and then applied to current rent.

V. Other Charges: In addition to rent, the Resident is responsible for the payment of certain other charges specified in this Lease. Other charges may include [24 CFR 966.4 (b)(2)]:

- (a) **Maintenance costs:** The costs of services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by the Resident, household members, guests or by other persons under the Resident's control. When the PHA determines that needed maintenance is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA and incorporated by reference in this Lease or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [24 CFR 966.4 (b)(2)].

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- (b) **Returned Check:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$25 returned check fee will be charged to the family. The fee will be due and payable 14 calendar days after billing. After a second check is returned for insufficient funds or on a closed account, the family must thereafter pay rent only by money order.
- (c) The PHA will not accept cash for payments of over \$20.00.

VI. Payment Location

- (a) Rent and other charges may be paid at the Main Office located at _____, via the PHA's drop box, or at the Property Management office where the Resident resides.

VII. Security Deposit

- (a) The Resident agrees to pay a security deposit. The family must pay at least half of the security deposit at admission and the remainder is due within 60 days of admission. The dollar amount of the security deposit is noted on Part II of this Residential Lease and is as follows:
 - ☐ Zero or 1 bedroom unit – security deposit is \$100 ☐ 2, 3, or 4 bedroom unit – security deposit is \$200.
- (b) The PHA will use the security deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by the Resident at the termination of this Lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members, guests, or by other persons under the Resident's control.
- (c) The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling unit.
- (d) No refund of the security deposit will be made until the Resident has vacated the unit and the PHA has inspected the dwelling unit.
- (e) The return of a security deposit shall occur within 30 days after the Resident moves out. The PHA agrees to return the security deposit, if any, to the Resident, less any deductions for any costs indicated above, so long as the Resident furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

VIII. Utilities and Appliances

- (a) The PHA/Resident supplies the following utilities to the unit [24 CFR 966.4 (a)(1)(iv)]:

	PHA WILL FURNISH	RESIDENT WILL FURNISH
Water & Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Heat & Hot Water	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>

If indicated by an (X) below, the PHA shall provide the following appliances for the premises:

Cooking Range ☐ Refrigerator ☐ Oven ☐

- (b) The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- (c) **Utility Allowances:** If the Resident resides in a development where the PHA does not supply electricity, natural gas, heating fuel, water, or sewer service, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities the Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the Resident each month [24 CFR 5.632].
- (d) The established Flat Rent calculation incorporates the appropriate Allowance for Utilities [24 CFR 960.253 (b)(4)].
- (e) The PHA may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement [965.502 (c)].

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- (f) The Resident may supply the following appliances in the unit, only if approved by the PHA in advance and provided appropriate utility hookups, vents, etc. are available:

Dryer	<input type="checkbox"/>	Washer	<input type="checkbox"/>	Home Security Camera Device	<input type="checkbox"/>
Extra Refrigerator	<input type="checkbox"/>	Freezer	<input type="checkbox"/>		

- (g) Resident Responsibilities: The Resident agrees to:

1. Use only in a responsible manner and not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [24 CFR 966.4 (f)(8)].
2. To abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

IX. Lead Safety: The PHA has been certified lead-free.

X. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease:

- (a) Use and Occupancy of Dwelling: The Resident shall have the right to exclusive use and occupancy of the dwelling unit for the Resident and other household members listed on the Lease.
- (b) Guest Policy: Guests or visitors may stay in the unit for a period not exceeding 14 consecutive days or a total of 90 cumulative days for all guests during any 12-month period. Upon written request to the Manager, permission may be granted, for an extension of this provision for good cause [24 CFR 966.4 (d)(1)]. A Resident family must notify the PHA when overnight guests will be staying in the unit for more than three days.
- (c) Ability to Comply with Lease Term: At the time of admission, the Resident is requested to identify individuals who may be contacted if they become unable to comply with the terms of the Lease. If, during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid the Resident in complying with the Lease, and the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, then the PHA will assist the Resident or designated member(s) of the Resident's family to find more suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.
- (d) Redetermination of Rent, Dwelling Size, and Eligibility: The Rent amount as fixed in Part IV of the Lease Agreement is due each month until changed as described below.
 1. The status of each family is to be reexamined at least once a year, with the exception of X.(d)(3) below.
 2. At the annual reexamination, all adult Resident family members shall certify to compliance with the community service and self-sufficiency requirement, if applicable, or to their exempt status [24 CFR 960 Subpart F].
 3. When the PHA determines that a family's income exceeds the over-income limit, the PHA will reexamine the family's income as described in XVII(b)(1).
 4. Upon request, the Resident agrees to provide to the PHA complete and accurate information regarding; family and household composition, sources of income of all family members, assets of all family members, compliance with community service and self-sufficiency requirements, and related information necessary to determine continued eligibility, annual income, adjusted income, and Tenant Rent [24 CFR 966.4 (c)(2)]. Failure to supply such information when required is a serious violation of the terms of the Lease and may result in termination of the Lease.
 - i. The family is required to supply any information the PHA or HUD determines necessary in the administration of the public housing program. The Resident agrees to comply with all PHA requests for verification by providing required original and authentic documents and/or by signing releases for third-party sources or providing other suitable forms of verification [24 CFR 960.259 (a) and (b)].

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- ii. The PHA shall give the Resident reasonable notice of what actions the Resident must take and of the date by which any such actions must be taken for compliance under this section. This information will be used by the PHA to determine the amount of rent and whether the dwelling size is still appropriate for the Resident's needs. This determination will be made in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP), which is publicly posted in the Management Office and on the PHA's website.
5. Rent will not change during the period between regular reexaminations, unless during such period [24 CFR 960.257 (b)]:
 - i. The Resident can verify a change in their circumstances (such as decrease in or loss of income) that would require a reduction in rent, except that rent shall not be reduced because the Resident's TANF grant is reduced because the Resident committed welfare fraud or failed to comply with the welfare department's economic self-sufficiency program requirements [24 CFR 966.4 (c)(4) and 5.615]; or
 - ii. To allow the family to switch from flat rent to income-based rent because of financial hardship; or
 - iii. If it is found that the Resident misrepresented facts upon which the rent is based so that the Resident is paying less than the rent they should have been charged. In this case, the PHA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or
 - iv. A rent increase or decrease is required by HUD regulation or PHA policy; or
 - v. Rent formulas or procedures are changed by federal law, regulation, or PHA policy.
6. Residents paying flat rent shall have their income reexamined annually. The PHA will conduct a reexamination of family composition annually [24 CFR 960.257 (a)(2)]. However, for flat rent families who become over-income, the PHA will conduct an interim reexamination of family income 12 and 24 months following the initial over-income determination to verify whether the family remains over-income [24 CFR 960.507].
7. All changes in family composition due to birth, adoption, or court-awarded custody must be reported to the PHA within 10 business days of the occurrence.
 - i. Failure to report within 10 business days may result in a retroactive rent charge or Lease termination.
8. The Resident must request PHA approval before adding any other household member as an occupant of the unit [24 CFR 966.4 (a)(v) and (d)(3)(i)].
 - i. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit under the PHA's transfer policy, the PHA will approve the addition and approve a transfer to a unit with one additional bedroom, only if the Resident can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.
 - ii. Failure to obtain PHA approval before adding any household members (other than a child by birth, adoption, or court-awarded custody) is a violation of family obligations and may result in Lease termination.
9. Rent Adjustments [24 CFR 966.4 (b)(1)(i)]
 - i. The Resident will be notified in writing of any rent adjustment due to a change in Resident circumstances.
 - ii. All notices will state the effective date of the rent adjustment.
 - iii. If the Tenant Rent is to decrease:
 1. If the change is reported timely, the decrease will be effective on the first day of the month after the date of the actual change leading to the interim reexamination. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

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2. If the change resulting in a rent decrease is not reported timely, the PHA will apply the decrease the first of the month following completion of the interim reexamination. However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances. The PHA will decide to apply such decreases retroactively on a case-by-case basis.
- iv. If the Tenant Rent is to increase, the increase generally will be effective on the first of the month following a 30-day notice to the family. If a family fails to report a change within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with PHA policies. In the case of a rent increase due to misrepresentation, the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

XI. Transfers [24 CFR 966.4 (c)(3)]:

- (a) If the PHA determines that the size or the design of the unit is no longer appropriate to meet the Resident's needs, the PHA shall send the Resident written notice. The Resident agrees to accept a new Lease for a different unit of the appropriate size or design as described in the PHA notice to the Resident.
- (b) If the PHA will rehabilitate or demolish the Resident's unit, the PHA may move the Resident into another unit in accordance with the PHA's relocation policies.
- (c) If a Resident presents a written request for a unit with special features to meet a family member's disability-related needs, the PHA may modify the Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the PHA may transfer the Resident to another unit that meets the individual's disability-related needs at the PHA's expense.
- (d) Upon written notice from the PHA, a Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident or applicant with disabilities need the unit.
- (e) In the case of PHA-required transfers (as defined in the PHA's ACOP), the Resident shall be required to move into the unit made available by the PHA. The Resident shall be given 15 calendar days in which to move following delivery of a transfer notice; exceptions will be made on a case-by-case basis. If the Resident refuses to move, the PHA may terminate the Lease for the Resident's current unit. PHA-required transfers are subject to the PHA's grievance procedures, and no such transfer may be made until either the time to request a hearing has expired or (if a hearing was timely requested) the grievance hearing has been completed [24 CFR 966.4 (e)(8)(i)].
- (f) Except for PHA-required transfers (other than occupancy standards transfers) and reasonable accommodation transfers, the Resident will bear all costs of the transfer.
- (g) The PHA will transfer the security deposit to the new unit when the Resident transfers. The Resident will be billed for any maintenance or other charges due for the previous unit.
- (h) The PHA will consider Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

XII. PHA Obligations [24 CFR 966.4 (e)]: The PHA shall be obligated to:

- (a) Maintain the dwelling unit and the development, including all buildings, facilities, and common areas, in a condition that is safe, habitable, functionally adequate, operable, and free of health and safety hazards [CFR 966.4 (e)(1)];
- (b) Comply with all state and federal laws, including the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [24 CFR 966.4 (e)(2)];
- (c) Make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)];
- (d) Keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)];

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- (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, [24 CFR 966.4 (e)(5)];
- (f) Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident as required by this Lease [24 CFR 966.5 (e)(6)];
- (g) Supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection [24 CFR 966.4 (e)(7)];
- (h) Notify the Resident of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes but is not limited to: A proposed Lease termination, transfer of the Resident to another unit, change in the amount of rent, imposition of charges for maintenance and repair. When the PHA is required to afford the Resident the opportunity for a hearing under the PHA grievance procedure for a PHA-proposed adverse action:
 - 1. The notice of the proposed adverse action shall inform the Resident of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired, or (if a hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)(ii)(B)].
- (i) Consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, stalking, or human trafficking as addressed in 24 CFR Part 5, Subpart L, provided that, if the PHA chooses to bifurcate a Lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 CFR 5.508 requirements applicable to submission of evidence of citizenship or eligible immigration status.

XIII. Resident Obligations [24 CFR 966.4 (f)]: A default on the part of the Resident shall exist and be grounds for eviction if the Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. The Resident shall be obligated to:

- (a) Not assign the Lease, nor sublease the dwelling unit [24 CFR 966.4 (f)(1)].
- (b) Not provide accommodation for boarders or lodgers [24 CFR 966.4 (f)(2)].
- (c) Not give accommodation to long-term guests (in excess of 14 consecutive days or 90 cumulative days for all guests during any twelve-month period) without the advance written consent of the PHA.
- (d) Use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Part 1 of this Lease, and to not use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not apply to the care of foster children or live-in care of a member of the Resident's family, provided the accommodation of such persons conforms to the PHA's Occupancy Standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit [24 CFR 966.4 (d)(3)(i)].
- (e) Abide by necessary and reasonable regulations and House Rules promulgated by the PHA for the benefit and well-being of the housing development and residents. These regulations and House Rules shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations or House Rules constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- (f) Comply with the obligations of applicable State of Arkansas and local building or housing codes materially affecting health and/or safety of the Resident and household [24 CFR 966.4 (f)(5)].
- (g) Keep the dwelling unit and other such areas as may be assigned to the Resident for exclusive use in a clean and safe condition [24 CFR 966.4 (f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of the Resident free from hazards and trash. Exceptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability [24 CFR 966.4 (g)].

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- (h) Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA [24 CFR 966.4 (f)(7)]. To refrain from, and cause members of the Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (i) Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances [24 CFR 966.4 (f)(8)].
- (j) Refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development [24 CFR 966.4 (f)(9)].
- (k) Pay reasonable charges, including rent and maintenance charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, household members or guests [24 CFR 966.4 (f)(10)].
- (l) Act, and cause household members or guests to act, in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining the PHA development in a decent, safe, and sanitary condition [24 CFR 966.4 (f)(11)].
- (m) Assure that no Resident, any member of the Resident's household, or guest engages in:
 - 1. **Criminal activity**
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
 - ii. Any drug-related criminal activity on or off the premises [24 CFR 966.4 (f)(12)(i)(A)(1) and (2)].
 - 2. **Civil activity**
 - i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(i)(B)].
- (n) Assure that no other person under the Resident's control engages in:
 - 1. **Criminal activity**
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or,
 - ii. Any drug-related criminal activity on the premises [24 CFR 966.4 (f)(12)(ii)(A)(1) and (2)].
 - 2. **Civil activity**
 - i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(ii)(B)].
- (o) Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents [966.4 (f)(12)(iii)].
- (p) Make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, without written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PHA.
- (q) Not paint the unit without express written consent of the PHA.
- (r) Give prompt prior notice to the PHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 30 calendar days. In such case, *promptly* means within 10 business days of the start of the extended absence.
- (s) Report all changes in household composition due to birth, adoption, or court awarded custody within 10 business days of the change.
- (t) Report all required changes in income or expenses within 10 business days of the change.
- (u) Report any household member's leaving the household within 10 business days of the change, and to provide to the PHA any information and documentation requested to verify the individual's new address.

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- (v) Obtain permission from the PHA before allowing any individual to move into the unit, other than in the case of birth, adoption, or court-awarded custody.
- (w) Refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or assistance animal, upon approval by PHA.
- (x) Disallow any individual that has been barred or banned from PHA property onto the premises.
- (y) Not engage in acts of violence, or threatened violence, or abusive behavior towards PHA staff.
 - 1. *Abusive or violent behavior* towards PHA staff includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - 2. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (z) Not display, use, or possess or allow members of the Resident's household or guests to display, use or possess any illegal firearms (operable or inoperable), or other illegal weapons as defined by the laws and courts of the State of Arkansas, anywhere on the property of the PHA.
- (aa) Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (bb) Avoid obstructing sidewalks, areaways, passages, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- (cc) Refrain from erecting or installing antennas or satellite dishes on or near any part of the dwelling unit, except with the written permission of the PHA.
- (dd) Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the PHA.
- (ee) Remove from PHA property any vehicles without valid registration and license plates. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Resident's expense. Automobile repairs are not permitted on the development site.
- (ff) Remove any personal property left on PHA property when the Resident leaves, abandons, or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow State of Arkansas and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Costs for storage and disposal shall be assessed against the former Resident.
- (gg) Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for the Resident, household members, and neighbors. THE RESIDENT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. The Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (hh) Provide complete and accurate information to the PHA as requested by the PHA.
- (ii) Not commit any fraud in connection with any federal housing assistance program.
- (jj) Not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the Lease.
- (kk) Pay promptly any utility bills for utilities supplied to the Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Failure of the Resident to furnish uninterrupted service due to nonpayment of utilities or other reasons under the Resident's control shall be considered a serious violation of the terms and conditions of this Lease.
- (ll) Ensure each non-exempt adult in the Resident household meets the PHA's Community Service and Self-Sufficiency Requirement (CSSR) as required by HUD regulations and PHA policy.
- (mm) Cooperate in the extermination of bugs, mice, and insects that may create infestation. The Resident agrees to permit the dwelling unit to be treated as indicated on the PHA's maintenance schedule.

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XIV. Defects Hazardous to Life, Health, or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health or safety of the occupants:

(a) PHA Responsibilities:

1. The PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Resident, provided, if the damage was caused by the Resident, household members, or guests, the reasonable costs of the repairs shall be charged to the Resident [24 CFR 966.4 (h)(2)].
2. If necessary repairs cannot be made within a reasonable time, the PHA shall offer the Resident a replacement dwelling unit, if available [24 CFR 966.4 (h)(3)].
3. In the event the PHA cannot make repairs, and alternative accommodations are available, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the Resident, household members, or guests caused the damage as determined by the PHA [24 CFR 966.4 (h)(4)].
4. If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Resident, and the Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Resident.

(b) Resident Responsibilities:

1. The Resident shall immediately notify the PHA of the damage and intent to abate rent when the damage is or becomes sufficiently severe that the Resident believes they are justified in abating rent [24 CFR 966.4 (h)(1)].
2. The Resident shall accept any replacement unit offered by the PHA.
3. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

XV. Move-in and Move-out Inspections

- (a) **Move-in Inspection:** The PHA and the Resident or representative shall inspect the dwelling unit prior to occupancy by the Resident. The PHA will give the Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PHA and the Resident and a copy of the statement retained in the Resident's folder [24 CFR 966.4 (i)]. The PHA will correct any deficiencies noted on the inspection report, at no charge to the Resident.
- (b) **Move-out Inspection:** The PHA will inspect the unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without notice to the PHA [24 CFR 966.4 (i)].

XVI. Entry of Premises during Occupancy

(a) Resident Responsibilities:

1. The Resident agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter the Resident's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [24 CFR 966.4 (j)(1)].
2. When the Resident calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the dwelling unit when the PHA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.
3. Except for emergencies, management (and third-party contracted vendors) will not enter the dwelling unit for performance of repairs or inspections where an animal resides unless the animal is accompanied and restrained for the entire duration of the inspection or repair by the animal owner or responsible person designated by the animal owner. The animal must be physically restrained until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of an animal may be cause for Lease termination.

(b) PHA Responsibilities:

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1. The PHA shall give the Resident at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry will be considered reasonable advance notification [24 CFR 966.4 (j)(1)].
2. The PHA may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(2)].
3. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit [24 CFR 966.4 (j)(3)].

XVII. Notice Procedures

- (a) **Resident Responsibility:** Any notice to the PHA must be in writing, delivered to the Development Office or to the PHA's central office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].
- (b) **PHA Responsibility:** Notice to the Resident must be in writing, delivered to the Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Resident [24 CFR 966.4 (k)(1)(i)]. This requirement does not apply to notices of entry of premises under Part 1 Section XVI (b).
 1. **Over-Income Families** [24 CFR 960.507(c)(3); 24 CFR 960.509; Notice PIH 2023-03]
 - i. If the PHA determines that the family exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status.
 - ii. The family will be sent an Initial Notice, and then the PHA will conduct an interim reexamination and send the family a Second Notice if the family continues to exceed the over-income limit at 12 months, and will then conduct another interim reexamination and send the family a Final Notice if the family continues to exceed the over-income limit at 24 months. All notices will afford the family the opportunity for a hearing in accordance with the PHA's grievance procedures.
 - iii. If, at any time before the conclusion of 24 consecutive months, the family is determined to be below the over-income limit, the family will no longer be subject to the over-income provisions.
- (c) Unopened, canceled, first class mail returned by the post office shall be sufficient evidence that notice was given.
- (d) The PHA will ensure that all notices are provided in a manner that is effective for persons with hearing, visual, and other impairments [24 CFR 966.4 (k)(2); PIH 2023-03].

XVIII. Termination of Lease and Eviction: In terminating this Lease, the following procedures shall be followed by the PHA and the Resident:

- (a) **Grounds for Termination of the Lease:** The Lease may be terminated only for serious or repeated violations of material terms of the Lease, or for other good cause [24 CFR 966.4 (l)(2)].
 1. Serious or repeated violation of terms of this Lease for which the PHA may terminate the Lease shall include but are not limited to:
 - i. Failure to pay rent or other payments when due as described in Sections IV and V above [24 CFR 966.4 (l)(2)];
 - ii. Failure to fulfill Resident obligations as detailed in Section XIII above [24 CFR 966.4 (l)(2)].
 2. Other good cause, for which the PHA must, at the direction of the Department of Housing and Urban Development, terminate this Lease, includes the following:
 - i. Failure to sign and submit consent form(s) the Resident, family members, or household members are required to sign [24 CFR 960.259 (a) and (b)];
 - A. As addressed in the PHA's Admissions and Continued Occupancy Policy, the PHA will terminate this Lease if the family revokes consent to allow the PHA to access financial records from financial institutions [24 CFR 5.232(c)].
 - ii. Failure to submit required documentation in the required timeframe concerning any family member's citizenship or immigration status, or the United States Citizenship and Immigration Service (USCIS) does not verify eligible immigrant status of the family, resulting in no eligible

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- family members, or a family member who knowingly permits another ineligible individual to reside in the unit without the knowledge of the PHA [24 CFR 5.514 (c) and (d); 24 CFR 960.259 (a)];
- iii. Failure to provide the documentation or certification required for any household member who obtains a Social Security number, or joins the family [24 CFR 5.218 (c); 24 CFR 960.259 (a)(3)];
 - iv. Failure to accept the PHA's offer of a Lease revision to an existing Lease, providing the PHA has complied with the regulatory and policy requirements and the PHA's Admissions and Continued Occupancy Policy [24 CFR 966.4 (l)(2)(iii)(E)];
 - v. Discovery by the PHA that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 24, 2001. The PHA must immediately terminate assistance for the household member. In this situation, the PHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA will terminate assistance for the household [Notice PIH 2012-28];
 - vi. Determination by the PHA that a household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing [24 CFR 966.4 (l)(5)(i)(A)];
 - vii. The death of the sole family member [Notice PIH 2012-4];
 - viii. If the Resident refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement [Notice PIH 2018-18];
 - ix. If the family's income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the family's tenancy no more than six months after the final notification of the family's over-income status (see XVII(b)(1). [24 CFR 960.507; FR Notice 7/16/18; Notice PIH 2023-03; FR Notice 2/14/23].
3. Other good cause for which the PHA may, in accordance with HUD regulations and its Admissions and Continued Occupancy Policy, terminate this Lease, includes but is not limited to the following:
- i. Failure to make payments due under the Lease [24 CFR 966.4 (l)(2)(i)(A)], including:
 - A. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth business day of the month. Five such late payments within a 12-month period shall constitute a repeated late payment.
 - B. Failure to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities [24 CFR 966.4 (a)(1)(iv) and 24 CFR 966.4 (f)(5) and (8)].
 - ii. Misrepresentation of family income, assets, or household composition [24 CFR 966.4 (c)(2)];
 - iii. Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size [24 CFR 966.4 (c)(2)];
 - iv. If family is absent from the public housing unit for more than 180 consecutive days and the family does not adequately verify that they are living in the unit [24 CFR 982.551(i)];
 - v. Serious or repeated damage to the dwelling unit, or creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)(i)(B)];
 - vi. Criminal activity by the Resident, household member, or guest, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on or off the premises [24 CFR 966.4 (l)(2)(iii)(A)];
 - vii. Criminal activity by other person under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on the premises [24 CFR 966.4 (l)(2)(iii)(A)] and [24 CFR 966.4 (l)(5)(i)(B) and (l)(5)(ii)(A)];
 - viii. Failure to abide by the PHA's nonsmoking policy [24 CFR 965.653(a)];

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- ix. Failure, on the part of the Resident, to assure that no member of the household engages in:
 - A. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 966.4 (l)(5)(vi)(A)];
 - B. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises [24 CFR 966.4 (l)(5)(i)(B)];
- x. If the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers [24 CFR 966.4 (l)(5)(vi)(B)];
- xi. Illegal firearms, illegal weapons, or illegal drugs seized in a PHA unit by a law enforcement officer;
- xii. If a Resident 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 the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law [24 CFR 966.4 (l)(5)(ii)(B)];
- xiii. If any member of the household becomes subject to a lifetime sex offender registration requirement [Notice PIH 2012-28];
- xiv. Discovery after admission of facts that made the Resident ineligible [24 CFR 966.4 (l)(5)(iii)(B)];
- xv. Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income [24 CFR 966.4 (l)(2)(iii)(C)];
- xvi. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available [24 CFR 966.4 (c)(3)];
- xvii. Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(1) and (2)];
- xviii. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
- xix. If the family purposely disengages the unit's smoke/carbon monoxide detector. Only one warning will be given. A second incident will result in Notice of Lease Termination; or
- xx. If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel [24 CFR 966.4 (l)(5)(ii)(A)].
 - A. *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - B. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(b) Eviction

1. Evidence. The PHA may evict the Resident by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction;
2. A record or records of arrest will not be used as the sole basis for the termination or proof that the Resident engaged in criminal activity. The PHA will follow any State of Arkansas or local laws that limit or prohibit the use of certain criminal records;
3. If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA shall notify the household of the proposed action based on the information and will provide the subject of the record and the Resident with a copy of the criminal record before the PHA issues a notice of termination. The Resident will be given an opportunity to dispute the accuracy and relevance of that record;

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4. In deciding to evict for criminal activity, unless the termination is mandated by HUD as described in XVIII(a)(2), the PHA shall consider the circumstances of the case, including the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have both on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
 5. The PHA may require a Resident to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination [24 CFR 966.4 (l)(5)(vii)(C)]. The PHA may impose a condition that such excluded household members do not visit the unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of current participation in or successful completion of a treatment program as a condition to being allowed to reside in the unit [24 CFR 966.4 (l)(5)(vii)(D)].
 6. The PHA's eviction actions will be consistent with fair housing and equal opportunity provisions under 24 CFR 5.105 [24 CFR 966.4 (l)(5)(vii)(F)].
 7. When the PHA evicts an individual or family for criminal activity, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [24 CFR 966.4 (l)(5)(iii)(B)].
- (c) **Notice of Proposed Termination:** The PHA shall give written notice of the proposed termination of the Lease of: [24 CFR 966.4 (l)(3)]
1. 14 days in the case of failure to pay rent; or 30 days during nationwide emergency orders or HUD requirement;
 2. Reasonable time, but not to exceed 30 days, considering the seriousness of the situation;
 - i. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - iii. If any member of the household has been convicted of a felony.
 3. 30 days in any other case, except that if a State of Arkansas or local law allows a shorter notice period, such shorter period shall apply [24 CFR 966.4 (l)(3)(C)].
- (d) **Notice of Termination**
1. The Resident may terminate this Lease at any time by giving 10 calendar days written notice as described in Section XVII(a) above. Property Managers will conduct a pre-vacate inspection to determine what, if any, damages may exist. Unit keys must be returned to the Property Office in order to properly vacate a unit.
 2. Any Notice to Vacate (or quit) that is required by State of Arkansas or local law will be combined with the Notice of Lease Termination under this section [24 CFR 966.4 (l)(3)(iii)]. The Notice to Vacate shall be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Resident, and if the PHA prevails in court, the Resident may be required to pay the costs of court and attorney's fees.
 3. PHA notice of termination to the Resident shall state specific grounds for the termination, shall inform the Resident of the right to make such reply as the Resident may wish, and the Resident's right to examine and copy PHA documents directly relevant to the termination or eviction [24 CFR 966.4 (l)(3)(ii)].
 4. All notices of Lease termination will include a copy of the forms HUD-5382 (VAWA Certification form) and HUD-5380 (Notice of Occupancy Rights under VAWA) to accompany the termination notice. Any Resident who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the Resident or affiliated individual of the Resident is the

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- victim, will be given the opportunity to provide documentation in accordance with Section XXI of this Lease and the PHA's policies.
5. When the PHA is required to offer the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the right to request such a hearing in accordance with the PHA's grievance procedures [24 CFR 966.4 (I)(3)(ii)].
 6. When the PHA is required to offer the Resident the opportunity for a grievance hearing concerning the Lease termination under the PHA's grievance procedure, the Lease shall not terminate (even if any Notice to Vacate under State of Arkansas or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed [24 CFR 966.4 (I)(3)(iv)].
 7. Arkansas is a HUD-declared due-process state. The term *due process determination* means a determination by HUD that the laws of the jurisdiction provide the basic elements of due process as defined by HUD regulations [24 CFR 966.51].
 - a) Therefore, the PHA, in accordance with the regulations, excludes from the PHA administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member.
 - b) When the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the Notice of Lease Termination shall:
 - i. State that the Resident is not entitled to a grievance hearing on the termination;
 - ii. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the basic elements of due process as defined in HUD regulations; and
 - iii. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug related criminal activity [24 CFR 966.4 (I)(3)(v)].
 8. The PHA may evict the Resident from the unit only by bringing a court action [24 CFR 966.4 (I)(4)].

XIX. Waiver

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

XX. Housekeeping Standards

The Resident will comply with the PHA's housekeeping standards, as incorporated by reference in this Lease.

XXI. Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Human Trafficking

- (a) Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed either as serious or repeated violations of this Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence, provided such victim is a signatory to this Lease or an affiliated individual [The Violence Against Women Act of 2013 (VAWA), 24 CFR 5.2003 and 24 CFR 5.2005(c)];
- (b) Criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking engaged in by a Resident, spouse, cohead, authorized household member or any guest, or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault, stalking, or human trafficking [24 CFR 5.2005(b)(2)];

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- (c) The PHA may, in its discretion, seek to bifurcate this Lease, or remove a Resident or household member from this Lease without regard to whether the Resident or household member is a signatory to this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or household member and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking against an affiliated individual without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or an affiliated individual; provided that if such bifurcation occurs, and the removed Resident or lawful occupant was the sole household member eligible to receive assistance, the PHA will provide any remaining household member the opportunity to establish eligibility for housing [24 CFR 5.2009 (a) and (b) and 24 CFR 966.4 (e)(9)];
- (d) Nothing in this section limits the PHA's authority to terminate this Lease for violation of this Lease not based on criminal activity directly related to domestic violence, dating violence, sexual assault, stalking or human trafficking provided that the PHA does not subject any Resident or affiliated individual who has been a victim of domestic violence, dating violence, sexual assault, stalking or human trafficking to a more demanding standard than other residents or affiliated individuals in determining whether to terminate and evict [24 CFR 5.2005 (d)(2)];
- (e) Nothing in this section may be construed to limit the PHA's authority to terminate the tenancy of any Resident if the PHA can demonstrate an actual and imminent threat to other residents, PHA employees, or those providing service to the property if that Resident's tenancy is not terminated [24 CFR 5.2005 (d)(3)].

XXII. Reasonable Accommodation for Persons with Disabilities: For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the disabled individual with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. The Resident may at any time during the term of the Lease or during any renewal term request reasonable accommodation, including reasonable accommodation so that the Resident can meet Lease requirements or other requirements of tenancy.

XXIII. Definitions

- a) *Household* is the family and the PHA-approved live-in aide, family members of live-in aides, and foster children and/or adults [24 CFR 5.100; Form HUD-50058 Instruction Booklet].
- b) *Guest* is a person temporarily staying in the unit with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident [24 CFR 5.100].
- c) *Other person under the Resident's control* means a person who is, or was at the time of the activity in question, on the premises because of an invitation from the Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Resident's control [24 CFR 5.100].
- d) *Premises* means the building, complex or development in which the public or assisted housing dwelling is located, including common areas or grounds [24 CFR 5.100].
- e) *Material noncompliance* includes:
 - 1. One or more substantial violations of the Lease and regulations;
 - 2. Repeated minor violations of the Lease and regulations that:
 - i. Disrupt the livability of the development
 - ii. Adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the leased premises and related development facilities;
 - iii. Interfere with the management of the development; or
 - iv. Have an adverse financial effect on the development.
 - 3. Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information);

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4. Nonpayment of rent or any other financial obligations due under the Lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under state law constitutes a minor violation.
- f) *Pattern of illegal drug use* means more than one incident of any use of illegal drugs during the previous three months.
- g) *Pattern of abuse of alcohol* means more than one incident of any such abuse of alcohol during the previous three months.
- h) *Drug-related criminal activity* means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 5.100].

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Public Housing Lease Agreement

PART 2: RESIDENTIAL LEASE AGREEMENT: Lease Execution

By signature below, the Resident and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference. The Resident and household further acknowledge that the Provisions of this Lease Agreement, Part 1.I - XXIII, have been received and thoroughly explained, and all questions answered.

RESIDENT	_____	DATE	_____
CO-RESIDENT	_____	DATE	_____
CO-RESIDENT	_____	DATE	_____
MANAGER	_____	DATE	_____
WITNESS	_____	DATE	_____

RESIDENT CERTIFICATION

I, _____, hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the PHA before execution of the Lease, or before PHA approval for occupancy of the unit by the household member.

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

RESIDENT SIGNATURE _____ DATE _____

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ATTACHMENTS

If indicated by an ☒ below, the PHA has provided the Resident with the following attachments and information:

- | | |
|---|---|
| <input type="checkbox"/> Part I of this Lease | <input type="checkbox"/> Part II of this Lease |
| <input type="checkbox"/> Family Choice in Rent (Income-Based or Flat Rent) | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Standard Maintenance Charges (may be updated) | <input type="checkbox"/> Maintenance Procedures |
| <input type="checkbox"/> Lead Hazard Notice Information Pamphlet | <input type="checkbox"/> Lead Disclosure Addendum |
| <input type="checkbox"/> Grievance Procedure (may be updated) | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> Move-In Inspection (copy) | <input type="checkbox"/> Parking Policy |
| <input type="checkbox"/> Smoke Free Policy (copy) | <input type="checkbox"/> Rent Collection Policy |
| <input type="checkbox"/> Community Service & Self-Sufficiency Requirement (CSSR) | <input type="checkbox"/> House Rules |
| <input type="checkbox"/> Reasonable Accommodation or Physical Modification Request Form | |
| <input type="checkbox"/> Form HUD-5380 (Notice of Occupancy Rights under the Violence Against Women Act (VAWA)) | |
| <input type="checkbox"/> Form HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) | |
| <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Other: _____ | |

TENANT CHARGES FOR MAINTENANCE / STANDARD LABOR CHARGES

ITEMS FOR WHICH CHARGES WILL BE MADE FOR TENANT ABUSE OR NEGLECT.

Labor:

Project Maintenance Foreman Labor \$50.00. per hour
Maintenance Mechanic Labor \$40.00. per hour per worker
Utility Labor; Electrician \$100.00 per hour Plumber \$100.00 Per Hour Minimum
Lock Outs After Hours \$50.00
Trash left in Lawn That Intervenes with mowing \$15.00 Minimum
Dump Fee Minimum \$20.00 PER ITEM
Landscaping \$50.00 Minimum

Move Outs

Repaint walls or ceilings which are excessively dirty due to tenant neglect \$200.00 minimum.
Clean dirty range on move out, actual cost of materials and labor \$50.00 minimum.
Charge for small items left in unit \$20 minimum.
Cleaning for greasy range hoods \$50 minimum.
Units left without out being cleaned Includes. (sweeping, wiping down surfaces, food left in fridge and trash items left in cabinets.) \$50.00 minimum

MATERIALS: (Price Does Not Include Labor)

1. Building Exterior
 - a. Shingles for roof \$2.00 each
 - b. Pet waste removal \$10.00 per occurrence
 - c. Ruts in the yard from driving on the grass \$50.00 minimum
 - d. Trash Removal fee \$15.00 minimum
 - e. Brick, Cleaning \$2.00 each replacement \$8.00 each
 - f. Exterior Siding, \$1.00 per board foot, \$20.00 minimum
 - g. Frozen Yard Hydrants Due to Leaving hose on Hydrants, Actual Cost of Repair, Parts and Labor-hydrants \$250.00. handles \$10.00 each
 - h. Screen Door Repairs
 - (1) Replace entire door and hardware, \$250.00 each
 - (2) Replace closer, \$20.00 each
 - (3) Replace latch set, \$20.00 each
 - (4) Replace top section screen wire, \$25.00 each
 - i. Exterior Doors
 - (1) Replace entire door, \$250.00
 - (2) Lock Cylinder, \$50.00 each
 - (3) Keys, \$5.00 each
 - (4) Threshold Vinyl, \$20.00 each
 - (5) Weather stripping, \$10.00 each
 - (6) Replace Dead Bolt, \$50.00 each
2. Building Interior
 - a. Interior Doors
 - (1) Replace 30 inch wide, \$100.00 each
 - (2) Replace 36 inch wide, \$125.00 each
 - (3) Hinges, \$10.00 per set
 - (4) Door Latch sets, Passage set \$50.00 each, Lockable set \$50.00 each
 - b. Door Stops \$1.00 each
 - c. Interior Walls and Ceiling
 - (1) Repair gypsum board, actual cost of repair, \$20.00 minimum
 - (2) Replace baseboard, \$3.00 per lineal foot, \$20.00 minimum
 - (3) Replace base shoe, \$3.00 per lineal foot, \$20.00 minimum
 - (4) Repaint walls or ceilings which are excessively dirty due to tenant neglect actual cost of labor and painting supplies
 - d. Floors
 - (1) Floor tile \$3.00 per tile
 - (2) Cleaning of excessively dirty floors, actual cost of labor and cleaning supplies
 - e. Windows and Appliances
 - (1) Replace broken glass \$100.00
 - (2) Replace window screen and frame \$150.00 each

- (3) Replace venetian blinds \$100.00 for 24" length, \$100.00 for 36" length, \$100.00 for 72" length
- (1) replace clothes closet metal rod, \$20.00 each
- (2) Replace wood shelves, \$2.00 per linear foot of shelf, \$20.00 minimum
- (3) Door pulls, \$1.00 each
- (4) Door glides \$1.00 each
- f. Electrical
 - (1) Fixtures, Living room glass \$20.00 each, entire fixture \$50.00 each
 Kitchen glass, \$20.00 each, entire fixture \$50.00
 Hall glass \$20.00 each, entire fixture \$50.00 each
 Bedroom glass \$20.00 each, entire fixture \$50.00 each
 Bathroom glass \$20.00 each, entire fixture \$50.00 each
 Exterior glass \$15.00 each, entire fixture \$50.00 each
 - (2) Light bulbs \$5.00 each, Heat lamps \$8.00 each
 - (3) Switches, \$5.00 each, Switch covers \$2.00 each, Receptacles, \$10.00 each, Receptacle covers \$1.00 each
 - (4) Removal of Smoke Detector/Carbon Monoxide Detector \$25.00 fee
 - (5) Replacing Smoke Detector/Carbon Monoxide Detector/Fire Stops \$50.00
- g. Additional Pest Control at actual cost
- h. Cabinets-Kitchen and Bathroom
 - (1) Scorched or damaged cabinet tops-actual cost of replacement, \$100.00 minimum
 - (2) Damaged cabinet doors-actual cost of repair or replacement, \$60.00 minimum
 - (3) Damaged cabinet drawers-actual cost of repair or replacement, \$60.00 minimum
 - (4) Damaged shelves-actual cost of repair, \$10.00 minimum
 - (5) Replace hinge, \$5.00 each
 - (6) Replace magnetic catch, \$1.00 each
 - (7) Replace knob, \$1.00 each
 - (8) Replace drawer runner, \$10.00 each, bracket \$1.00 each
- i. Kitchen Appliances and Plumbing
 - (1) Refrigerator-complete replacement \$750.00
 - (2) Food shelf \$250.00
 - (3) Inside door panel \$200.00
 - (4) Door gasket \$140.00
 - (5) Control Knob \$10.00
 - (6) Range-Surface Burners \$15.00
 - (7) Surface burners grates \$30.00
 - (8) Surface burner knobs \$10.00
 - (9) Oven racks \$20.00
 - (10) Oven door gaskets \$75.00
 - (11) Oven door handles \$100.00
 - (12) Flexible gas line \$25.00
 - (13) Spark modules \$60.00
 - (14) Complete Range \$600.00
 - (15) Sink-replace kitchen double \$250.00
 - (16) Replace lavatory \$200.00
 - (17) Basket strainer assemblies, complete \$20.00
 - (18) Drain baskets \$30.00 each
 - (19) Kitchen faucet, complete \$105.00
 - (20) Lavatory faucet, complete \$50.00
 - (21) P-trap \$15.00
 - (22) Seats \$1.00
 - (23) P.O. plugs \$6.00
 - (24) Washers \$1.00
 - (25) Nuts \$1.00
 - (26) Farrells \$1.00
 - (27) Aerators \$1.00
 - (28) Risers 12" \$2.00 36" \$3.00
 - (29) Water shut offs \$20.00
 - (30) O-rings \$1.00
 - (31) Rubber stoppers \$1.00
 - (32) Range Hood \$150.00
 - (33) Fire Stops \$50.00 Each
 - (34) Re-Fill Fire Extinguishers \$50.00
 - (35) Replace Fire Extinguisher \$100.00
 - (36) Clean clogged drains, actual cost of repair \$50.00 minimum

j. Bathroom Furnishings

- (1) Commode
 - a. Bowls \$120.00
 - b. Tanks \$120.00
 - c. Flush lever \$20.00
 - d. Water shut off's \$20.00
 - e. Tank top \$20.00
 - f. Toilet seat \$25.00
 - g. Wax ring \$10.00
 - h. Rebuilding kit \$2.00
- (2) Flush valve \$5.00
- (3) Closet flange \$7.00
- (4) Towel rack, metal \$6.00; plastic \$5.00
- (5) Medicine cabinet, complete replacement \$50.00
- (6) Tub and showers-faucet, complete \$100.00
- (7) Handle \$4.00
- (8) Rubber stopper \$1.00
- (9) Ceramic soap and grab bar \$10.00
- (10) Ceramic towel bar holder \$3.00
- (11) Plastic bar \$5.00
- (12) Spout \$2.00
- (13) Shower arm \$10.00
- (14) Shower head \$10.00
- (15) Metal grab bar \$12.00
- (16) Clean clogged drain \$50.00 minimum
- (17) Replace complete water heater \$700.00
- (18) Flexible water line \$20.00

THIS LIST IS NOT INCLUSIVE. CHARGES WILL BE MADE FOR REPAIR OF
TENANT DAMAGED ITEMS NOT LISTED BY USING THE ACTUAL COST OF
REPAIRS OR REPLACEMENT (MATERIAL AND LABOR).

Springdale Housing Authority Smokefree Housing Policy Lease Addendum

24 CFR Parts 965 and 966

Effective: June 1, 2017

Updated: November 1, 2024

1. Department of Housing and Urban Development Rule.

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smokefree policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a “smokefree” policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smokefree policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smokefree policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by, waterpipes (hookahs).

2. Purpose of Policy.

This smokefree policy is intended to benefit the Housing Authority and all of its public housing residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smokefree building.

3. Definitions.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

4. All Buildings To Be Smokefree.

All public housing buildings and administrative offices shall be smokefree. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas

of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on Grounds of Buildings.

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios, and yards or on the grounds adjoining public housing and office buildings.

6. Applicability of Policy.

This Policy is applicable to all residents, Housing Authority employees, visitors, contractors, volunteers, and vendors.

7. Responsibilities of Tenants.

Tenants and household members shall be responsible to enforce this Policy as to their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

- 8. Complaint Investigations:** In circumstances where smoking is smelled or observed by staff SHA will seek the specific source of the smoke and take appropriate action consistent with the enforcement provisions of this policy, as set forth in paragraph 10. Residents are encouraged to promptly notify SHA staff of any incident where smoke is discernible in prohibited areas on SHA property.

9. Housing Authority to Promote Smokefree Policy.

The Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

10. Violations of Policy

A violation of this smokefree Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment unit due to damage from smoke odors or residue.

- a) 1st violation – the tenant shall receive a verbal warning, which shall be documented in the tenant's file;
- b) 2nd violation – the tenant shall receive a written warning and a referral to the Assistant Director or other designated SHA employee for a meeting to discuss the lease violations;

- c) 3rd violation – the tenant shall receive a termination notice upon the third violation of this policy in a 12-month period as provided for in SHA’s lease.

11. Housing Authority Not Guarantor of Smokefree Environment.

The Housing Authority’s adoption of this smokefree Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smokefree condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

12. Housing Authority Disclaimer.

The Housing Authority’s adoption of this smokefree Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants’ premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority’s ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants’ Lease Agreement.

I have read the Smokefree Housing Policy and agree to abide by all terms. I understand the consequences for violating this policy could lead to the termination of my lease.

Head of Household

Date

Other Adult

Date

Other Adult

Date

Other Adult

Date



SPRINGDALE HOUSING AUTHORITY

P.O. Box 2085 5 Applegate Drive. Springdale, Ar. 72765

Phone: 479-751-0560 Fax: 479-756-8059 TTY/TDD 800-285-1131 or 711

REASONABLE ACCOMMODATION OR MODIFICATION REQUEST

PLEASE PRINT CLEARLY

Head of Household: _____ TDD/Phone: _____

Address: _____ State/Zip: _____

Currently, I am:

- ☐ An applicant on the waiting list for Public Housing
- ☐ Currently living in Public Housing

Household member who needs accommodation: _____

The household member above has a disability because they have a physical, mental or emotional impairment that limits one or more major life activities or has a record of having such an impairment.

Please fill out all the following information regarding the individual who needs the accommodation(s). Please *DO NOT* submit medical records or tell us about the nature or severity of your disability.

The purpose of an accommodation is to remove or relieve a barrier posed by the disability-related limitation. As a result of this disability, I am requesting the following reasonable accommodation(s) from the PHA for the disabled household member listed above.

Please answer the following questions.

1. The person with a disability is requesting a **service or support animal**. Please answer the questions below.

1.a. **Service animal.** Is the animal (a dog) required because of a disability?

- ☐ Yes. If "Yes", answer question 1.b. below.
- ☐ No. If "No, skip to question #2.

1.b. Has the animal been trained to do work or tasks that assist or help you with the limitation(s) posed by your disability? Some examples include guiding an individual who is blind or has low vision, pulling a wheelchair, fetching items, or alerting persons to impending seizures, falls, or other medical crises.



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☐ Yes. (If "Yes", go to question 1.c.)

☐ No. If "No, go to question #2.

1.c. What work or tasks has the animal been trained to do? Note that the PHA is not asking for proof or certification of training. **Do not provide medical information about the nature of your disability.**

2. ☐ **Support animal.** Is a result of this disability, the household member needs a support animal. *Please note that verification by a healthcare professional may be required.*

What type of support animal do you need? _____

3. ☐ The household member **needs a live-in aide**. *A live-in aide is needed because a daily in-home worker or rotating shifts are not equally effective or not available. Please note that verification may be required.*

4. As a result of this disability, the household member needs the following reasonable accommodation(s) from the PHA. Please check one or more boxes below.

☐ Special unit features ☐ Physical modifications to unit ☐ Physical modifications to common areas

☐ Transfer to another unit that meets my disability-related needs ☐ Other _____

☐ Extra bedroom for medical equipment. *Please note that, if necessary, a PHA inspector may view the equipment to confirm that all sleeping and living spaces are not adequate as an accommodation.*

If necessary, please explain what you need. **Do not provide information about the nature of your disability.**

5. ☐ The household member needs a change in a rule, policy or procedure. (Note that fundamental requirements must still be met). Please specify the necessary change.



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I understand that the information obtained by the PHA will be kept completely confidential and used solely to make a determination on my reasonable accommodation request.

Under the lease and the PHA's Admissions & Occupancy Policy, the PHA requires that statements made and information provided by the tenant be true and accurate, to the best of the tenant's knowledge.

I certify by signing below that all the information provided above is true, accurate and complete to the best of my knowledge.

Signature

Date

For PHA Use ONLY: PHA Certification

☐ I certify that this individual's disability is obvious or otherwise known to the PHA and no further verification is required.

☐ I certify that this individual's need for the accommodation is readily apparent or known to the PHA and no further verification is required.

Signature of PHA Official

Date

Approval of PHA 504 Coordinator

Date



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AUTHORIZATION

I/we authorize the PHA to verify that the above-referenced household member has a disability and that the accommodation(s) requested is necessary in order to remove or alleviate barriers to housing. To verify this information, the housing authority may contact the below-named knowledgeable professional (health care professional if the request is for a support animal) who is knowledgeable about my situation. I understand the information the housing authority obtains will be kept completely confidential and used solely to evaluate the request.

This authorization is requested because third-party verification may be needed.

Name of Professional: _____

Field of Practice: _____ Agency/Clinic/Facility: _____

Email: _____ Phone: (____) _____

Address: _____

X

Signature of household member needing the accommodation (only if 18 years
of age or older)

_____ Date

**** If the household member needing the accommodation(s) is under 18 years of age, are you the parent or guardian of household member needing the accommodation? ☐ Yes ☐ No**

X

Signature of head of household or authorized guardian **

_____ Date

Please return this form as promptly as possible so that the PHA can make a determination on this request.

Property Manager/PHA Representative

Date

Phone

Email

Rules and regulations of the Springdale Housing Authority

1. Tenant agrees not to allow persons not named on the lease to occupy the apartment. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.
2. The tenant and members of his/her household guest shall comply with all laws and city ordinances affecting the use and occupation of the premises.
3. The tenant shall keep the premises and fixtures thereon in a clean, safe, and sanitary manner according to the House Keeping Standards.
4. Any notice required by law or otherwise will be sufficient if delivered to tenant personally, an adult household member, sent by mail to the premises, or affixed to the door of tenant's dwelling unit.
5. The tenant will be held responsible and charged for the cost of repair for any loss or damage to this and other dwellings resulting from tenant neglect including but not limited to over-flow from water closets, sinks, bathtubs, or basins in his/her dwelling.
6. The tenant must report to the PHA offices at once any accident or injury to water pipes, toilet, drains, or fixtures, electrical wires or other property of the landlord and all breakage, damage, or loss of any kind.
7. The landlord reserves the right to request any guest or visitor who violates these rules or the quiet enjoyment of the Housing Project to leave the Housing Project and/or may take other action allowed by law.
8. The tenant shall not waste water. Washing of automotive vehicles is prohibited. Swimming pools, trampolines, Jumpy Houses and Garage Sales are NOT allowed.
9. Off street parking space is provided for one vehicle per apartment. All other motor vehicles shall be parked in the street except where no parking signs are displayed. Motorcycles and Motor-bikes cannot be kept on porches and will be regarded as any other motorized vehicle. No motor vehicles of any type are to be driven on the grass or sidewalks for any reason.
10. The Housing Authority may assign parking on a case by case basis as a reasonable accommodation in order to allow a resident or family member to fully utilize our programs or services. Residents are not allowed to park in assigned spaces unless the space is assigned to you. If a resident or their guest does park in a space assigned to someone else, it will be considered a violation of your lease.
11. Major repairing and/or overhauling of vehicles is not permitted within the project. Any vehicle abandoned, standing disabled for a period deemed unreasonable by management, or without proper tags shall be removed from property after a 24-hour notice at resident's expense.
12. The tenant shall not make alterations or repairs to the premises or the equipment thereon and shall not install an additional locks or fixtures and shall not display signs or placards. As used in the dwelling lease and these rules and regulations, premises includes the dwelling occupied by the tenant as well as the grounds to be maintained by the tenant.
13. The tenant shall maintain the grounds and landscaped areas in the front and rear of his/her individual dwelling free from toys, lawn furniture and trash, etc. The lawn areas shall include front and back from building line to back of curb on city streets. In the event of the failure of the tenant to so maintain the grounds and areas, the landlord at its option may do so and charge the actual cost to the tenant. This includes cleaning up flowerbeds that are overgrown and/or any vegetation touching any of the building structures.
14. No additional storage buildings, storage sheds, storage closets, tents, or other storage structures shall be allowed by the PHA except units that include storage rooms on the outside of their unit. Your front or back porch is not to be used as a storage area. This includes appliances, toys, and household furniture. You will have to remove or dispose of these items. If Maintenance removes the items you will be charged for removal. Only outdoor furniture is allowed on front and back porches.
15. The tenant shall neither use nor keep flammable materials on the premises or in storage room nor use any method of heating other than that supplied by the landlord. Furnace and water heater closets shall not be used for storage on any kind.
16. No nails, bolts, screws, hooks, or cement shall be placed in the walls, floors, doors, to trim, or ceiling. GLUE-ON-PASTE-ON pictures hangers for wall and ceilings are forbidden, use of the same will result in excess of security deposit, Only PHA approved picture hangers will be accepted. (**1 inch nail or smaller**)
17. No radio or TV aerial wires of any description shall be installed. (Satellite Cable must have PHA approval and cannot be installed on the roof)

18. Tenant will be issued one hard-bodied garbage can with a lid provided by the trash service. Tenant shall comply with all city requirements governing garbage and trash. Tenant agrees to place the trash at the curb, according to the trash schedule. The trash schedule is no earlier than 3:00 p.m. the day before trash runs (Wednesday), and no later than 7 a.m. the day of trash pickup (Thursday). If Maintenance has to remove your trash anytime before or after these times you will be charged a Trash Fee of \$15.00 minimum.
19. Tenant shall keep no pets of any kind, unless approved by the Housing Authority with a Pet Deposit and Approved Pet Application. Pets must be approved before bringing them onto property. You will NOT be allowed to have visiting pets or Pet Sitting at any time.
20. Tenant agrees to refrain from, and to cause his household and guest to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
21. Tenant agrees to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the tenant, his/her household, or guest.
22. No food, grease, oil, or foreign materials should be put in the drains at any time for any reason. Nothing is to be flushed in the toilet except for waste and toilet paper. Tenant will be charged actual cost of repair for failure to abide by this rule.
23. **SMOKE DETECTORS MUST BE KEPT IN WORKING CONDITION AT ALL TIMES.** Any removal of smoke detector/carbon monoxide detector or failure to report a non-working smoke detector to the office will be considered a violation of the lease and charges will be assessed. Fire stoppers must remain attached to the vent-a-hood. You will be charged for any missing or removed smoke detectors, carbon monoxide detectors, or firestops.

SAFETY RULES FOR ALL RESIDENTS

1. The cooking range in the kitchen must be kept free of grease on the stove top, oven and ventilation hood.
2. When cooking with grease, an adult should stay in close proximity of the stove.
3. Smoking is prohibited in the unit and on Housing Authority property.
4. Gasoline motors or flammable liquids may not be kept within your unit or other areas within your unit building. Do not use aerosols near open flames.
5. All electrical appliances should be checked periodically to assure that none are used with worn or defective cords.
6. All electrical switches, plug-ins or wiring that is found to be defective in the living unit must be reported to the office.
7. Do not use extensions cords on a permanent basis and do not overload the wall outlets with too many appliances.
8. Candles/Incense should only be burned while contained in a fire safe container. They should never be left unattended.
9. Never leave Christmas tree lights on while asleep or away from premises.
10. Do not allow your children the opportunity to play with matches or lighters inside the unit or on the premises.
11. The unit must be kept in a clean, safe, sanitary condition at all times. This includes preventing a buildup of clutter, etc. that might be a fire hazard. All walkways and doors shall be unblocked at all times for easy access and exit.
12. Do not attempt to put out an electrical or grease fire with water. These types of fire can be extinguished with your assigned fire extinguisher. Grease fires may be smothered by damp towels. All fires must be immediately reported to the fire department by calling 911 and Housing Authority management at 479-751- 0560.
13. Children's toys must be kept off all stairs, walkways, parking areas, and areas that are mowed.
14. Ovens may not be used for supplemental heat as this can cause monoxide poisoning or asphyxiation.
15. Do not exceed the **Speed limit of 15 mph** on the Housing Authority Property.

Date: _____

Head of Household

Spouse/Co-Head/Other Adult

Other Adult

Other Adult



SPRINGDALE HOUSING AUTHORITY



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Phone: 479-751-0560 Fax: 479-756-8059 TTY/TDD 800-285-1131 or 711

Bed Bug Addendum

The purpose of this Addendum is to have Resident acknowledge certain issues and procedures relating to bedbugs that can be transported by Resident into the Premises.

This apartment is bed bug free as of move-in date. Resident is being supplied with literature regarding bed bugs and the current protocol for bed bug treatment. If a resident carries bed bugs into premises, requiring treatment, Springdale Housing Authority (SHA) will conduct treatment. Residents are obligated to aid in bed bug treatment, including but not limited to furniture removal, clothes cleaning/storage, and any other actions deemed necessary by the Exterminator Company of SHA choice. Failure to comply with preparation and or treatment could result in the cost relating to bed bugs to be charged back to the resident if deemed necessary by SHA. Failure to comply with preparation and/or treatment could also result in termination of the residents' Public Housing Lease.

Landlord has inspected Resident's rental unit and is not aware of the presence of any bed bugs in the unit.

Resident Disclosures

(If true, Resident should initial A, B and C below)

- A. _____ Resident has inspected the rental unit prior to moving in and did not see any signs of bed bugs in the unit.
- B. _____ Resident is not aware of any bed bugs in his/her current residence.
- C. _____ All of Resident's personal property including, but not limited to furniture, bedding, clothing, shoes and other personal belongings that will be moved into the rental unit are free from bed bugs.

Inspection By Tenant

- 1. Resident agrees to regularly inspect his/her unit for signs of bed bugs.
- 2. Resident understands that used or second-hand furniture is one of the most frequent ways that bed bugs are introduced to rental properties. Resident agrees to inspect any used or second-hand furniture prior to moving it into the rental unit. Tenant understands and agrees that unless he/she is certain that any used or second-hand furniture is free from bed-bugs that he/she will not move it into the rental unit. Any second-hand clothing should also be washed in hot water and dried on high heat as soon as it is brought in the unit or beforehand if possible.
- 3. Resident will allow SHA or its agents to inspect the rental unit for bed bugs as allowed by law.

Reporting By Tenant

4. Resident agrees to immediately notify landlord in writing if any of the following occur:
 - a. Bed bugs were found in the rental unit.
 - b. Resident suspects that bed bugs might be present in the rental unit, or
 - c. Resident notices unexplained and reoccurring bites on his/her body. Failure to immediately notify Landlord could result in bed bugs spreading to other rental units and common areas which will cause the treatment and eradication of the bed bugs to be more difficult, time consuming and expensive.
5. Resident should not attempt to treat any bed bug infestation himself/herself. Self-treating for bed bugs may result in injuries to Tenant and/or causing the infestation to become worse.
6. Resident agrees to follow all instructions for treatment, including leaving the unit for at least 24 hours after the start of the treatment. The SHA is not responsible for any charges related tenant's accommodations during this treatment.

Actions by SHA

7. Resident must be diligent in keeping their unit free of bed bugs. If unit requires treatment three times in one 12-month period, the third treatment (or any following) will be charged to the tenant.
8. Failure to comply with this addendum and attached preparation list for any treatment could result in charges to the tenant and/or a lease termination.

Resident has read and accepts all terms and conditions of this addendum.

Residents Signature Date

Residents Signature Date

Residents Signature Date

SHA Signature Date



Bed Bug Fact Sheet

Bed bugs have been common in U.S. history. Although bed bug populations dropped dramatically during the mid-20th century, the United States is one of many countries now experiencing an alarming comeback in the population of bed bugs. Though the exact cause is not known, experts suspect the re-appearance is associated with increased resistance of bed bugs to available pesticides, greater international and domestic travel, lack of knowledge regarding control of bed bugs due to their prolonged absence, and the continuing decline or elimination of effective vector/pest control programs at state and local public health agencies.

Although not known to transmit any human disease, they leave a trail of potentially itchy or painful bite reactions, and costly extermination bills in their wake. Most people are not aware they have been bitten because they inject an anesthetic that prevents a person from feeling the bite. The bites look like little red bumps; sometimes resembling mosquito bites, but people who are more sensitive to the bite can have localized allergic reactions. Scratching the bitten areas may lead to infection.

Bed bugs are small, flat insects that feed on the blood of sleeping people and animals. Approximately the size and shape of an apple seed, they are reddish-brown in color and wingless, and range from $\frac{1}{4}$ to $\frac{3}{8}$ inches in length. They can live several months without a blood meal.

Infestations of these insects usually occur around or near the areas where people sleep or spend a significant period of time. These areas include apartments, shelters, rooming houses, hotels, nursing homes, hospitals, cruise ships, buses, trains and dorm rooms.

Bed bugs are experts at hiding. They hide during the day in places such as seams of mattresses, box springs, bed frames, headboards, dresser tables, cracks or

crevices, behind wallpaper and under any clutter or objects around a bed. Their small flat bodies allow them to fit into the smallest of spaces and they can remain in place for long periods of time, even without a blood meal. Bed bugs can travel more than 100 feet in one night, but they tend to live within eight feet of where people sleep.

Bed bugs are usually transported from place to place as people travel. Bed bugs travel in the seams and folds of luggage, overnight bags, folded clothes, bedding, furniture and anywhere else where they can hide. Most people do not realize they can transport stow-away bed bugs as they travel, potentially infesting new areas, including their homes, as they relocate.

Bites usually occur while people are sleeping, so most people do not realize they have been bitten until marks appear.

The bite marks are similar to that of a mosquito or a flea—a slightly swollen and red area that may itch and be irritating. The bite marks may be random or appear in a straight line. Other symptoms of bed bug bites include insomnia, anxiety and skin problems that arise from profuse scratching of the bites.

One of the easiest ways to identify a bed bug infestation is by bite marks that appear on the face, neck, arms, hands and any other body parts. However, these bite marks may take as long as 14 days to develop in some

Arkansas Department of Health
Keeping Your Hometown Healthy





Bed Bug Fact Sheet continued

people, so it is important to look for other clues when determining if bed bugs have infested an area. These signs may include the exoskeletons of bed bugs after molting, bed bugs in the fold of mattresses and sheets, a sweet musty odor and rusty-colored blood spots from their blood-filled fecal material that is often excreted on the mattress or nearby furniture.

Everyone is at risk for bed bug bites when visiting an infested area. However, anyone who travels frequently and shares living and sleeping quarters where other people have previously slept has an increased risk for being bitten and for spreading a bed bug infestation.

Integrated Pest Management for Bed Bugs

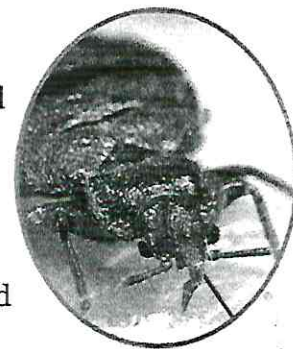
Integrated pest management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use information on the life cycles of pests and their interaction with people and the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means and with the least possible hazard to people, property and the environment.

Bed bug control is most effective when an IPM approach is applied with active participation by the residents. In multi-family housing, diligent participation is also required of the building management. IPM takes advantage of all appropriate pest management options, including the careful use of pesticides. A comprehensive IPM program to control bed bugs may include a number of methods such as:

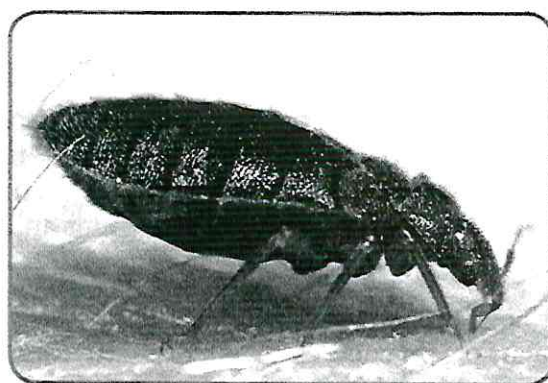
- using monitoring devices,
- removing clutter where bed bugs can hide,
- applying heat treatment,
- vacuuming,
- sealing cracks and crevices to remove hiding places,
- using non-chemical pesticides (such as diatomaceous earth) and
- judicious use of effective chemical pesticides

Some things NOT to do with a bed bug infestation are:

- DO NOT use bug bombs or foggers. They do not work against bed bugs and may cause the bugs to scatter and worsen the problem.
- Usually furniture can be treated, so do not dispose of any furniture. Bed bugs quickly infest replacement furniture. Items placed on the curb are often picked up and reused, spreading bed bugs to other households.
- DO NOT apply insecticides to human skin, clothing, bedding or bed linens. Products containing DEET have not been shown to repel bed bugs.
- Grocery store insect sprays won't eliminate a bed bug infestation. They must be sprayed directly on the bed bugs, but most are hiding and will not be killed. They break down quickly and have little or no residual activity.
- Boric acid products don't work and won't kill bed bugs. Boric acid is a stomach poison that must be eaten by an insect, but bed bugs only feed on blood.



For additional information about bed bugs and their control, please see the Arkansas Department of Health website: <http://www.healthy.arkansas.gov/programsServices/environmentalHealth/generalSanitation/Pages/BedBugs.aspx>





EAGLE PEST MANAGEMENT SERVICES LLC
Termite and Pest Control

(870) 307 - 0582
P.O Box 3943 (877) 313 - 2453
Batesville, AR 72503-3943 Fax (870) 307 - 0583

BED BUG HEAT PREP SHEET

The residents will have to be out of their apartment for 24 hours from time we start the process for treatment and cool down time in order for our company to provide the most effective service possible.

*****We suggest that all occupants make accommodations for*****
an OVERNIGHT stay OUTSIDE of the treatment area.***

Cement, tile, brick, hollow-block, rock, high-ceilings, and two stories structures may require longer heating time or more equipment. We will heat your apartment/home to temperatures ranging **between 132 °F-138 ° F**

The **resident must meet the Tech** when he arrives to look over all the items that the renter will take with them.

We ask that **before our arrival you review and prepare and complete** all the necessary steps listed below. When our tech arrives, he will attempt to verify completion. **Failure to complete** the following request may **delay the treatment and potentially void any warranty and have added cost.**

Remember: This is a good time to declutter and throw away items you don't want or need. **Do not** use any pesticide bombs, foggers, sprays, dusts prior to heat treatment.



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NOTE: VERY IMPORTANT

*****Failure to complete the following request may delay the treatment,*****
*****potentially void any warranty and have added cost.*****

When we arrive, our Technician will meet the resident to look over all the items that the resident will take with them. We will also **review and verify** completion of **all of the items in your preparation list.**

*****Resident must not return to the treatment area until Management or*****
*****the Technician says it is cleared to return.*****

Technician Checklist

Leave refrigerator and freezer plugged in

- ☐ Turn off all ventilation such as heating and air conditioning systems
- ☐ Deactivate smoke alarms for duration of heat treatment as a precaution
- ☐ Remove vinyl blinds, set on window sill or floor. Pull them up tight before removing

Print Name: _____

Signature: _____ Date: _____



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Occupant Checklist

- ☐ Wash and dry 2 changes of clothes and things you need for an overnight stay. Then place in plastic bags. Be careful of any items you plan on wearing or taking with you to ensure they are bedbug free; such as clothes, purses, handbags, backpacks, shoes, briefcases, etc.
- ☐ Take all your meds and valuables with you; any other medication, or pharmaceuticals, Vitamins, ointment, etc. (or can be placed in the refrigerator)
- ☐ Leave everything in your home that's infested. Back-packs, clothes, purses, briefcases, textbooks and all non-essentials should be left IN the treatment area. (The less that you take the better)
- ☐ Permanently DISPOSE OF ALL TRASH and unwanted items before treatment.
- ☐ Completely REMOVE LITTER BOXES AND UNUSED LITTER from the treatment area if present
- ☐ **Don't put your clothes into plastic bag** because the heat will not be able to kill the bed bugs, so leave your clothes that are hanging in the closet, if any dirty clothes put on the table get them off the floors
- ☐ All items that are on the floor, including closet floors (clothes, boxes, books, shoes, etc.) need to be off the floor, tables, chairs, and/ or dressers. Air flow is critical to this process, so over-packed closets and/ or rooms may cause treatment failure. **It is important to get as many items off of the floor as possible, excluding furniture.**
- ☐ Leave clothes that are hanging on hangers
- ☐ Move all clutter and furniture away from the wall 4"-6".
- ☐ Unplug all electronics such as televisions, DVD players, gaming systems, routers, and computers. **DO NOT UNPLUG REFRIGERATOR OR FREEZER**
- ☐ Vacuum or sweep up dust/ pet hair as it impedes treatment and is hazardous to our equipment.



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- ☐ **Items to be placed by/outside of the door or in refrigerator:**
oxygen tanks, aerosol cans, lighters, fire extinguishers, ammunition, and **any other pressurized, flammable, or combustible items.** Oil paintings, pictures, acrylic artwork, paint cans, and oils. Plants, seeds, and bulbs. All items like "Crafts or items put together with hot melt glue and meltable items like: candles, crayons, deodorants, cosmetics, lipstick, wax, soda cans, chocolate, perishable food" can be put into the refrigerator. "Wines, liquors, perishables, medications & vitamins, vinyl records, and batteries" ALL MUST BE INSPECTED BEFORE being placed in a seamless plastic container/bag, placed in the refrigerator, or removed from the treatment area.
- ☐ Close all windows in your home prior to our arrival. If water bed or air bed is present, drain or deflate bladders
- ☐ Resident must check all items before they are reintroduced to treated areas like clothing, shoes, and valuables
- ☐ Residence must remove all pets(including fish aquariums) and house plants **Remove** wooden and stringed instruments - **cases should remain in treatment area**
- ☐ Take down all vinyl or faux wood window blinds that have a low heat tolerance. They will need to be laid flat to avoid warping
- ☐ Pictures and posters that may blow down will be taken down and laid flat. **High power fans** are used during this process; **loose papers should be secured or weighted down**
- ☐ Do not remove clothes or other items to be treated. Storing said items outside of treatment area could cause treatment failure and re-infestation of residence **After treatment**, do not turn the air conditioner on until the thermostat has dropped below 90 degrees