

HOUSE RULES – PBRA SITES

These House Rules are incorporated into and made a part of the Dwelling Lease, executed between _____ and the CHATTANOOGA HOUSING AUTHORITY (“CHA”) on _____ for property located at _____, and attached thereto as an addendum. The House Rules may be modified, and new policies and rules adopted by CHA, and shall become effective thirty (30) days after delivery of a copy of the amendment to tenant.

HOUSEHOLD MEMBERS

1. Unit is to be occupied only by Tenant and the members of Tenant’s household. “Household” shall mean only the Tenant and the person’s listed below:

Name of Household Member	Sex	Date of Birth	Relation to Tenant	Social Security Number

2. If Tenant requests to add an adult Household member (including a live-in aide), that person must first meet all applicable eligibility and screening requirements by completing and submitting an “Addition to the Lease” application along with required documentation. CHA shall make reasonable efforts to accommodate additional eligible persons to Household except if the addition would result in overcrowding of the unit. Household shall not be entitled to any priority or preference with regard to transfer to another unit based on a change in the size of Household except as authorized by CHA Policy. Tenant agrees to wait for CHA’s approval before allowing an additional person to live in Unit.
3. If Household qualifies to have a live-in aide, the aide shall not have tenancy rights and must first meet all applicable screening requirements. The aide may live in Unit only as long as the Household qualifies for the aide’s necessary services.
4. If Tenant requests to add a Household member under the age of 18, Tenant must provide court-ordered documentation to prove he/she has permanent custody of the proposed member. For natural births, a birth certificate is sufficient. Temporary custody is not sufficient to add a member.
5. Tenant shall report changes in the Household composition (for any reason) to CHA in writing within 10 days of occurrence. Tenant must complete the appropriate form in the management office along with submission of third party verification.

LEASE TERM AND RENT

1. If Tenant’s calculated income-based rent is less than \$25.00 per month, the tenant’s rent shall be set to the program minimum rent of \$25.00 per month. . . If CHA changes the minimum rent amount, Tenant will be provided with at least 30 days notice of the new minimum rent amount.

2. If CHA calculates Tenant's rent to minimum rent, Tenant may apply for a rent exemption if Tenant meets the criteria in accordance with federal regulations. Tenant may request a copy of the application and explanation of criteria from the management office.

4.3. Rent and other charges will be paid at the management office. If, within a 12-month period, Tenant should have a second personal check that is returned for insufficient funds, Tenant shall be required to make future payments by money order, credit card, debit card or cashier's check.

2.4. Tenant shall give notice of vacating Unit and shall be liable for rent through the date that Household vacates Unit. In the absence of a vacate notice, Tenant will be liable for rent through the date that CHA actually learns that Household vacated Unit.

3.5. If Household transfers to another CHA unit, any charges or credits due on Tenant's account shall be transferred to the account for the new unit. Any amounts owed by Tenant to CHA prior to the execution of Lease shall be deemed due under the Lease.

OTHER CHARGES

In the event legal proceedings are required to recover possession of the Premises, the Tenant will be charged with the actual costs of such proceedings, which may include reasonable attorney's fees, process server fees, and court costs.

UTILITIES AND APPLIANCES

1. Tenant agrees not to waste the utilities provided by CHA and to comply with any requirement or guideline of any governmental entity regulating utilities or fuels. Tenant agrees to cooperate with CHA in obtaining utility consumption data for Tenant's Unit, to support calculation of Utility Allowances.
2. If applicable, Tenant agrees to establish a utility account within 10 days of lease execution, otherwise will be found in violation of lease agreement.

CHA OBLIGATIONS

1. CHA will notify Tenant of the right to request a grievance hearing concerning a proposed adverse action (in any case when the CHA is required to afford Tenant the opportunity for such a hearing).
2. For sites assisted under the Rental Assistance Demonstration Program (RAD), section 6 of the RAD Act requires that:
 - i. Residents be provided with written notice of the specific grounds of the CHA's proposed and adverse action, as well as their right to an informal hearing with the CHA;
 - ii. Residents will have an opportunity for an informal hearing with an impartial member of the CHA's staff within a reasonable period of time;
 - iii. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the CHA as the basis for the adverse action. With reasonable notice to CHA, prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
 - iv. CHA will provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the CHA relied on as the basis for the adverse action.

The CHA will be bound by decisions from these hearings, except if the:

Formatted: Font: (Default) Arial, 10 pt

Formatted: Space After: 0 pt

- i. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- ii. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

Formatted: Indent: Left: 1"

If the CHA determines that it is not bound by a hearing decision, the CHA must promptly notify the resident in writing of this determination, and of the reasons for the determination.

FAMILY RIGHT TO MOVE

Each family has the option to obtain tenant-based rental assistance (commonly known as a Housing Choice Voucher) from [name of the PCHA], subject to certain program limitations, at any time after the second year of occupancy. Before providing notice to terminate the lease, the family must first contact the PCHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available, the PCHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance. After the PCHA offers the family the opportunity for tenant-based rental assistance in accordance with HUD requirements and after the family has secured a lease with such tenant-based rental assistance, the family must give the owner advance written notice of intent to vacate (with a copy to the PCHA) in accordance with the lease.

TENANT OBLIGATIONS

Tenant and Household shall be obligated:

1. Not to permit guests, visitors, or others who are not Household members to stay in Unit in excess of 21 days in a 12 month period without the advance written consent of CHA.
- 4-2. To be responsible for the behavior and actions of guests, visitors, or others who are not Household members.
3. To comply with the requirements of applicable state and local building or housing codes that affect health and/or safety of Household.
4. Not to litter or leave trash and debris in common areas, including hallways, porches and entryways.
- 2-5. To use CHA facilities in a reasonable manner; this includes elevators, electrical, sanitation, heating, and ventilation systems.
6. Not to use or permit the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars or water pipes (hookahs) in or within 25 feet of CHA buildings or other prohibited areas of the property.
7. Not to change locks or install new locks on exterior doors.
- 3-8. Not to use nails, tacks, screws, brackets, or fasteners on any part of Unit without written authorization by CHA except for a reasonable number of picture hangers.
9. To give advance notice to CHA when Tenant will leave Unit unoccupied for at least one calendar week.
10. To act in a cooperative manner with neighbors and CHA staff and not to act or speak in an abusive or threatening manner toward neighbors or CHA staff.
11. Not to display, use, or possess any illegal firearms (operable or inoperable) or other illegal or offensive weapons anywhere on CHA property.
12. To prevent fires and not to store or keep explosive or flammable materials upon Development and/or Unit.
13. Not to obstruct sidewalks, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of Unit.
- 4-14. Not to hang radio, television antennas, or satellite dishes on or from any part of Unit or Development. Per FCC regulations, satellite dishes are permitted in areas Tenant has exclusive use such as a balcony, deck, or patio.
- 5-15. Not to place signs of any type in or about Development except those allowed under applicable zoning ordinances and then only after having received written permission from CHA.

- ~~6-16.~~ Not to remove signs, flyers or notices posted on CHA property.
- ~~7-17.~~ Not to install, keep, store, or use any swimming pools (regardless of size), without written authorization from CHA.
- ~~8-18.~~ Not to install trampolines or other equipment or related devices which, in the sole discretion of management, are deemed to be a hazard to safety or danger to residents and other persons.
19. To remove any personal belongings left in Unit or Development when Tenant leaves, abandons or surrenders Unit. Property left for more than 10 days after Tenant vacates Unit shall be considered abandoned and will be disposed of by CHA. Costs for disposal shall be assessed to Tenant.
20. To promptly notify CHA Maintenance Department of any known need for repairs to Unit, and of any known unsafe or unsanitary conditions in Unit, common areas or grounds of Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- ~~9-21.~~ Not to commit fraud in connection with any federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of Lease.
22. To remove from CHA property any unlicensed, unregistered (including expired registration), uninsured, or inoperative motor vehicles. Tenant shall not drive or park any motor vehicles in any right-of-way or fire lane not specifically designated for driving or parking and marked by CHA. Any vehicle as described above will be removed without notice from CHA property at Tenant's expense. Tenant shall not repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere on CHA property.
23. Not to prop open building doors for visitors, or throw keys or access cards through windows to visitors. Tenant shall deny entrance to Development to a visitor who is intoxicated or disruptive to other tenants in Development.
- ~~10-24.~~ Not to use propane gas grills; charcoal grill use is not permitted within 10 feet of any structure, strictly prohibited on balconies and near an overhang.
- 14-25. To take all steps necessary to exclude from the unit and the land immediately surrounding it, anyone on CHA's Trespass List or who has been barred from CHA property.
- 12-26. To identify a person as a contact in the event of an emergency, or if Tenant becomes unable to comply with terms of Lease.
- 13-27. To prevent mold by removing moisture accumulation in Unit and notifying CHA of any leak or crack in Unit that will create moisture or mildew. Tenant is responsible for proper ventilation and fresh air in Unit.
- 14-28. To maintain any mailbox assigned to tenant by the United States Postal Service in good working order and not to vandalize mailbox.
- 15-29. To promptly report all pest infestations and to comply with all reasonable and necessary pretreatment and post treatment tasks as specified by management or certified Pest Control Company. Failure to report and comply may lead to termination of the lease.
- ~~16-30.~~ To comply with self-sufficiency program requirements, including resident training program attendance.

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event Unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of Household:

1. Tenant shall immediately notify CHA of the damage.
2. CHA shall offer Tenant a replacement unit, if available, if necessary repairs cannot be made within a reasonable time. (is not required to offer Tenant a replacement Unit if Household member, guests or visitors caused the hazardous condition).
3. Tenant shall accept any replacement unit offered by CHA.
4. In the event CHA cannot make repairs and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of

rent shall occur if Tenant rejects alternative accommodations or if Household, guests or visitors caused the damage.

NOTICE PROCEDURES

1. Notice to CHA must be in writing, delivered or sent by first-class mail to the Management Office or to CHA's central office.
2. Notice to Tenant must be in writing, delivered to Tenant or to any Household member, or sent by first-class mail.

VIOLENCE AGAINST WOMEN (VAWA) PROTECTIONS [24 CFR Parts 5, 880]

1. The CHA is not allowed to consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The CHA is not allowed to consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. Tenant may request an Emergency Transfer to another unit or site to escape domestic violence, dating violence, sexual assault, or stalking. For further details, contact the site management office or CHA's attorney at 423-752-4895 and ask for a Violence Against Women Act (VAWA) Notice of Occupancy Rights and an Emergency VAWA Transfer Request form. CHA must keep this information confidential.

TERMINATION OF THE LEASE

1. In deciding to evict for criminal activity, CHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit Unit. CHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in Unit.
2. CHA shall give written notice of the proposed termination of the Lease of:
 - a. 3 days in the case of a "one strike" violation;
 - b. 30 days for failure to pay rent;
 - c. A reasonable time, not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants, CHA employees or persons residing in the immediate vicinity of the premises are threatened;
 - d. 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter notice period shall apply.
3. CHA may terminate Lease for:
 - a. Serious or repeated violation of material terms of Lease, including but not limited to:
 - i. Failure to pay rent or other payments when due.
 - ii. Failure to fulfill Tenant Obligations, as listed above.
 - b. Other good cause, such as:
 - i. Criminal activity or alcohol or drug abuse.
 - ii. Discovery after admission of facts that made Tenant ineligible for housing.

- iii. Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income.
- iv. Failure to sign a lease, lease addendum or housing program certifications or authorizations containing provisions authorized by HUD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.

d.4. The CHA will terminate the Lease immediately if any member of the household is charged with any drug-related or other criminal activity, including manufacture or production of methamphetamine on the premises of federally assisted housing. This termination will include criminal activity and drug-related criminal activity by Resident or any member of Resident's household including guests or visitors, whether such activity occurs in Resident's apartment, in the community where Resident's apartment is located, on other public housing premises, or anywhere else. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by a preponderance of the evidence. CHA may evict a family when CHA determines that a household member is illegally using or possessing a drug or when CHA determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

Formatted: Not Expanded by / Condensed by

Formatted

MISCELLANEOUS

1. Tenant is responsible for protecting and insuring personal property. Damage to Tenant's belongings resulting from unanticipated events or acts of God will not be reimbursed.
2. Neither CHA nor any of its employees has made any representations other than those contained in Lease.
3. Tenant acknowledges by signing this Lease Agreement that the CHA is not responsible for, and will not provide fire or casualty insurance for the tenant's personal property.

Receipt of House Rules acknowledged:

Date: _____

Tenant Signature: _____