CHATTANOOGA HOUSING AUTHORITY

Management Plan – Cromwell Hills Apartments

Effective Date: DRAFT 1/1/2023

CHATTANOOGA HOUSING AUTHORITY
801 N. Holtzclaw Ave.
Chattanooga, TN 37404

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CHAPTER 1: INTRODUCTION

1.1 Introduction & Mission Statement

This Management Plan covers resident selection and admission, occupancy, transfer, termination and resident services for the Cromwell Hills Apartments (Cromwell) located at 3940 Camellia Drive, Chattanooga, TN, and ensures that these activities are conducted in a fair and nondiscriminatory manner and in compliance with applicable law, and program and project agreements.

Cromwell is subject to requirements of the following programs ("Programs"):

- Low Income Housing Tax Credit (LIHTC)
- Housing Choice Voucher Program Project Based Vouchers
- Tennessee Housing Trust Fund Grant No. _____

The mission of the Chattanooga Housing Authority (CHA) parallels that of the Department of Housing and Urban Development (HUD): to create strong, sustainable inclusive communities and quality affordable homes for all; to strengthen the housing market to bolster the economy and protect consumers; to meet the need for quality affordable rental homes; to utilize housing as a platform for improving quality of life and build inclusive and sustainable communities free from discrimination. All employees of the CHA are expected to work cooperatively with management, residents, the public and co-workers toward achieving the mission and goals of the CHA as set forth by the Board of Commissioners (Board).

Among the CHA's goals in achieving this mission are the following:

a) To provide healthy, drug-free communities both in and surrounding units supported and managed by the CHA;

b) To serve as the city's housing safety net to the maximum extent possible without sacrificing the health of the community and neighborhood;

c) To design, implement and support educational and vocational programs with the goal of reducing long-term reliance of residents on public assistance programs;

d) To use established and innovative financial and human resources to ensure that each CHA resident and housing community has the opportunity to achieve his/her/its maximum potential and achieve financial self-sufficiency;

e) To promote the integration of affordable housing within the larger community;

f) To comply with all applicable federal, state, and local laws and regulations; and

g) To ensure that all employees are provided with the necessary training and supervision to accomplish their assigned responsibilities in promoting the mission of the CHA.

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted. Such laws include Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988) and the implementing regulations at 24 CFR Parts 100,108,110, and 121; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35; the Violence Against Women Act of 2005 as amended by the Violence Against Women Reauthorization Act of 2013 and the implementing regulations at 24 CFR 5.2001 et. seq. and 24 CFR 983.251; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); Housing Choice Voucher Program regulations at 24 CFR 982, 983 and 984; and the Tennessee Landlord and Tenant Act.

1.2.2 Civil Rights and Fair Housing

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Program.

To this end, the CHA shall not:

a) Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;

b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Policy;

c) Subject any person to segregation or disparate treatment;

d) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;

e) Treat a person differently in determining eligibility or other requirements for admission;

f) Deny a person access to the same level of services available to other similarly situated individuals; and/or

g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Program.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants and residents regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the CHA's Central Office and all CHA's site-based Management Offices. In addition, all CHA's written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The CHA will also assist in completing the forms, if requested, and will provide the address of the U.S. Department of Housing and Urban Development (HUD), Region IV Field Office, 235 Cumberland Bend, Suite 200, Nashville, TN, 37228-1803, and the City of Chattanooga, Office of Multi-Cultural Affairs, City Hall, 101 E. 11th St., Chattanooga, Tennessee, 37402.

1.2.3 Right to Privacy

All adult members of both applicant and resident households are required to sign (HUD) Form 9886 (or equivalent), Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of

Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

The CHA will only release identifiable applicant or resident information as authorized by law and regulations and:

a) pursuant to a signed release of information request from the applicant or resident, and subject to the terms of that release or request; or
b) pursuant to a lawful court order or lawful civil or criminal discovery process; or
c) pursuant to a request for cooperation or information from other governmental agencies or regulatory body; or
d) as otherwise required by law.

1.2.4 Reasonable Accommodations

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the Program. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities, or because the CHA's policies and/or procedures, lease or other provisions of law so provide.

The CHA cannot refuse to make a reasonable accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a CHA apartment, including public and common use areas.

The CHA must permit a modification to a dwelling unit, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy CHA premises.

The CHA's full Reasonable Accommodation Policy is attached to this Policy as **Attachment A** and is hereby incorporated into this Plan.

1.3 Accessibility and Plain Language

1.3.1 Accessible Facilities and Programs

Facilities and programs used by applicants and residents shall be made accessible. CHA offices, hearing rooms, community rooms, laundry facilities, and other CHA spaces will be available for use by residents with

disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the CHA.

1.3.2 Plain Language Paperwork

Documents intended for use by applicants and residents will be presented in accessible formats and/or with accessible methodologies for those with vision or hearing impairments and will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

1.3.3 Effective Communication Policy

The CHA is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. The CHA's Effective Communication Policy is attached to this Plan as **Attachment B** and is hereby incorporated into this Plan.

1.3.4 Language Access Plan - Limited English Proficiency or Non-English Speakers

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency and non-English speakers have meaningful access to the CHA's programs, services and activities. The CHA's Language Access Plan is attached to this Plan as **Attachment C** and is hereby incorporated into this Plan.

1.4 Revisions to this Document

This Plan may be revised from time to time, subject to approval by the CHA's Board of Commissioners and Program guidelines. Public notice and comments will be given and taken utilizing the same timeframes as the CHA's Agency Plan.

CHAPTER 2: MARKETING AND OUTREACH

2.1 Marketing Policy

It is the policy of the CHA to conduct marketing and outreach efforts to provide the local community with awareness of the CHA's Programs. The CHA will conduct outreach to the community to create an awareness of the availability of affordable housing and to maintain an adequate application pool, taking into consideration the vacancy level and the availability of units through turnover.

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff, and any laws subsequently enacted.

The CHA will provide informational materials and/or presentations to individuals, groups, social service agencies and as other opportunities arise.

2.2 Marketing Purpose

Marketing has two primary purposes:

a) to make all potential applicants aware of the housing opportunities and related services that CHA offers its residents; and

b) to attract specific groups of applicants, such as:

- those with income levels which are under-represented;
- those who are likely to be successful residents;
- disabled persons who require units with accessible features; or
- Underserved populations such as veterans, ex-offenders, and youths aging out of foster care.

2.3 Marketing Requirements

The following requirements apply to CHA marketing efforts:

2.3.1 Fair Housing

Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc.

2.3.2 Plain Language

Marketing materials shall be in "plain language." The CHA shall make an effort to use print media, videos and multi-media in a variety of languages as necessitated by applicant/resident language needs.

2.3.3 Eligibility

Marketing materials shall make clear who is eligible for housing including people with physical and/or mental disabilities.

2.4 Marketing and Outreach Strategies

2.4.1 When CHA Will Market Apartments

The CHA will undertake marketing efforts, including efforts to affirmatively further fair housing, whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements, fair housing needs, unit vacancy or turnover considerations, the housing needs of elderly, disabled or minority households, an insufficient pool of applicants on the waiting list, or any other factor which may require marketing efforts to further Program goals.

The CHA shall assess these factors at least annually as part of its Agency Planning process in order to determine the need and scope of the marketing efforts.

2.4.2 Affirmative Marketing

The CHA will use marketing as an integral part of its overall strategy to affirmatively further Fair Housing within the Chattanooga area. In determining its marketing activities, CHA will consider patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disproportionate housing needs, and disparities in access to opportunity. CHA will select media outlets, languages and advertising methodologies that are targeted to advance its Fair Housing Strategy.

2.4.3 Print Media

The CHA will establish a list of publications to use when it is necessary to print marketing materials. As necessary, the CHA will utilize any or all of these publications to facilitate outreach.

The CHA will seek to reach potential applicants through advertising in publications that serve all populations, including its website and/or social media. Additionally, the CHA may use public service announcements to reach people who cannot or do not read newspapers. The Equal Housing Opportunity logo will be used in all advertisements.

2.4.4 Required Postings

In the lobby of the CHA's Central Office and the site management office, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the CHA's Central Office located at 801 North Holtzclaw Avenue, Chattanooga, TN, and at each site management office.

a) This Management Plan;

b) The public housing Admissions and Continued Occupancy Policy;

c) The CHA Housing Choice Voucher Program Administrative Plan;

d) Notice of the status of the waiting lists for CHA-managed properties (opened or closed);

e) A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all site management offices, office hours, telephone numbers, TTD numbers and resident facilities and hours of operation;

f) Applications for admission to the CHA's Programs;

g) Income limits for admission;

h) Utility Allowance Schedules;

i) Current schedule of routine maintenance charges;

j) A sample dwelling lease;

k) Pet application, pet lease agreement;

l) Fair Housing Poster;

m) Equal Opportunity in Employment Poster; and

n) Procedure to request reasonable accommodation.

2.5 Limited English Proficiency Plan

The current Limited English Proficiency Plan provides for outreach to the community and relevant agencies to access speakers of languages other than English (**see Attachment C**).

CHAPTER 3: APPLICATIONS AND PROCESSING

3.1 Waiting List Application

Applications to Cromwell may be made as follows; please note that some of the methodologies may not be currently available:

a) By completing an application form. Application forms, if applicable, can be obtained from the Cromwell site management office at and CHA's Central Office at 801 N. Holtzclaw Ave., Chattanooga, TN 37404. The application form will also be available on the CHA's website at www.chahousing.org. Application forms will be mailed to individuals upon request.
b) By completing an online or computer-based application. Facilities for completing the online- or computer-based application, if applicable, are available at CHA's Central Office. Online applications may also be available on the CHA's website at www.chahousing.org.

The CHA shall provide access to and reasonable assistance with the application process during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. Applications will not be accepted unless they are complete, legible and authenticated by the head of household. The CHA shall date and time stamp each application as received.

3.2 Waiting Lists

The waiting list for Cromwell is managed by CHA's Housing Choice Voucher Program ("HCVP"), in accordance with its Administrative Plan (including provisions related to admission requirements for homeless veterans and Frequent Users Systems Engagement (FUSE) applicants). The Administrative Plan covers the opening, closing and maintenance of Project-Based Voucher Waiting Lists. Site staff will forward to HCVP any applications received for placement on the Cromwell waiting list. Site staff will notify HCVP staff of upcoming vacancies, including whether the vacancy is in a unit with accessible features. The CHA Housing Choice Voucher Program Administrative Plan is attached hereto as **Attachment D**. The Cromwell PBV Waiting List will be managed by the CHA HCVP Department as follows:

All completed applications shall be date and time stamped at the CHA office taking the application or as part of the online or computer-based application process. Applications will be processed based on the date and time of application, except as noted below.

The CHA places applicants on the appropriate waiting list based upon the date and time of application and any eligibility for an order selection preference as set

forth below (shown in order of highest preference to lowest preference). Waiting lists remain open for applicants who qualify for an ordered selection preference. CHA waiting list processes will be monitored monthly to assure compliance with the provisions herein.

Preference Category 1: Based on the National Housing Trust Fund award, up to 10 units will be made available to homeless veterans and up to 10 units will be made available to participants in the Hamilton County Sheriff's Department FUSE Program. Note: the needs of an applicant will determine the unit size offered. Once 10 units are filled in each category, applicants may maintain this preference, but will not be offered a unit until the occupied unit count for the applicant's particular category drops below 10. Unit sizes may change based on the needs of the applicant at the top of the waiting list;

Preference Category 2: Administrative Transfers

This selection preference is available when the CHA staff initiates a transfer based on compelling circumstances that warrant a transfer (see Chapter 9, section 9.2(a), e.g. a CHA-mandated displacement due to renovation or rehabilitation of CHA-owned public or non-public housing, fire/flood or other casualty to a CHA-managed unit).

Preference Category 3: Standard Applicants

Depending upon the nature of the PBV award, the CHA HCVP Department may elect to delegate the administration of the waiting list to the site management. Said delegation will be in writing and will be signed by a representative of the CHA HCVP and the site management. The CHA HCVP shall review and monitor the site's administration of the waiting list on an annual basis and shall provide a report on any deficiencies to the site for correction. Otherwise, the CHA HCVP shall maintain a separate project based waiting list based on date and time of application as noted above.

3.3 Handicapped-Accessible Units

Handicapped-accessible units will first be offered to families who will benefit from the accessible features. If there are no applicants on the waiting list who require accessible features, the CHA will offer the accessible unit to an applicant who does not require accessible features, provided that he/she agrees in writing to transfer to a different unit at the family's expense if a family requiring an accessible unit needs the unit. The CHA will provide a 30-day notice to any family required to transfer.

3.4 Occupancy Standards

An applicant household qualifies for a unit of a particular bedroom size based on its household size and composition. Occupancy standards are set out in the CHA HCVP Administrative Plan, Chapter X.

3.5 Application Processing and Preleasing

The CHA site staff shall remain apprised of available vacant units and units that will become available in the near future.

In order to have fully screened applicants who are ready to lease a unit as soon as possible after it becomes available, CHA staff shall actively work the waiting lists in date/time order within preference categories to ensure a large enough pool of eligible applicants to lease units of appropriate bedroom sizes. At the point that the CHA staff begins processing an application to determine eligibility/suitability, a hard copy file shall be created. At this time the applicant's status shall be coded as "current" in the Elite System and the hard copy log.

If an applicant fails to respond within ten calendar days to a request for information while being processed as a "current" applicant, the CHA shall change the applicant's status to "withdrawn."

CHA staff shall secure documentation verifying eligibility/suitability within a reasonable time before a unit becomes vacant and available, recognizing that some documents have a 90-day period before expiration.

3.6 Unit Offer

When a unit is ready to be offered for lease up, the CHA will contact one or more applicants who are eligible/suitable on the waiting list in order to begin the leasing process. CHA shall make contact with the applicant using any available contact information on the application to inform the applicant of the unit offer.

The CHA shall advise the applicant of the amount of the security deposit and an estimate of the prorated rent. Upon this contact with the applicant, the CHA staff shall change the applicant's waiting list status from "current" to "eligible" in the Elite System and in the hard file log.

Upon assignment of an "eligible" status to an applicant, that applicant shall preserve his/her place for a unit offer, regardless of any changes in ordered selection preferences of other applicants that may subsequently occur. (e.g. A standard applicant has been processed to an "eligible" status, when an applicant with a preference appears on the waiting list. The "eligible" applicant will continue to be processed.)

If an applicant cannot be reached, and/or is unable to produce funds necessary for a security deposit and/or first month's prorated rent, s/he will retain their date/time position on the waiting list until the period ending at 5:00 pm on the last CHA business day of the next month, (eligibility expiration) following the unsuccessful attempt to lease a unit to the applicant. Additionally, the CHA staff will document the contact/non-contact in the CHA's Elite System and in the hard file log. Upon filing the note, the CHA may move to the next applicant on the waiting list in date/time order within preference categories.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process, because of the applicant's failure to respond, lack of funds, or other factors under the control of the applicant, the applicant's status will be changed from "eligible" to "withdrawn" in the Elite System and in the hard file log.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process because a unit is not available, then the status will be changed from "eligible" to "current" until a unit becomes available. The applicant will retain his/her place on the waiting list based on date/time within ordered selection preferences.

Under some circumstances, an applicant may apply for a certain bedroom size, but at the time of unit offer is not eligible for that particular bedroom size due to changes in household size/composition. If the waiting list for the appropriate bedroom size is open, the applicant shall be reassigned to that waiting list. The applicant will be placed on the appropriate waiting list in date/time order within ordered selection preference, based on the date that the need for a different bedroom size is determined. The CHA staff shall change the applicant as "active" in the Elite System and the hard file log.

If the waiting list for the appropriate bedroom size is closed, the applicant is ineligible for reassignment and the CHA staff shall change the applicant's status to "withdrawn" in the Elite System and in the hard file log.

Ordered selection preferences continue to apply until a unit is offered.

3.7 Results of Screening for Eligibility and Suitability for Tenancy

When the CHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the HCVP staff shall notify the applicant of the opportunity to attend a voucher briefing. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the execution of a lease. At admission, the CHA shall provide new residents with a Notice of Occupancy Rights under the Violence Against Women Act (VAWA)(HUD Form 5380, with extra CHA content).

When it is determined that an applicant is ineligible and/or unsuitable for housing, HCVP staff will provide prompt written notice of a decision denying housing to an applicant and of the opportunity to request a hearing. This notice shall contain a brief statement of the reasons for the CHA's decision, and shall include the Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380, with extra CHA content).

3.7 Communications

3.7.1 CHA to Applicants

Communications with applicants will be by first class mail or by electronic means in the case of an online or computer-based application process. When an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.), CHA will make such reasonable accommodations. Failure to respond to CHA communications may result in withdrawal of an applicant from all waiting lists.

3.7.2 Applicants to CHA

It is the responsibility of each applicant to inform the CHA in writing of any change in address, telephone number, household composition, change in preference, or other information, which may affect the status of the application while on the waiting list(s). For an applicant with no fixed address, such as homeless households, the address of a social service agency may be used for CHA contacts; however, if the applicant finds permanent housing, the address must be reported to the CHA in writing at once.

CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION

4.1 General Provisions

4.1.1 Overview

The CHA thoroughly screens each individual applicant in accordance with HUD and LIHTC regulations and sound management practices to determine whether an applicant is both eligible and suitable.

4.1.2 Duty to Cooperate

Each applicant is required to respond to the CHA within the specified time frames to any request to review his/her application and/or submit or update information and/or execute any necessary documents, including releases for performing suitability verification. Failure of the applicant to do so will result in removal of the applicant from the applicable waiting list(s). CHA reserves the right to require applicant status checks, changes to applications regarding income and family circumstances, etc., to be done in person, by mail or electronically.

4.1.3 Fraud or Misrepresentation

Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, HCVP, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for admission for a period of five (5) years from the date of the final denial.

4.1.4 Applicant Interviews

The CHA may conduct interviews with applicants for the Program in accordance with the following guidelines:

a) Private Interview

Insofar as possible, application interviews shall be conducted in a private or semi-private atmosphere where CHA can reasonably maintain the confidentiality of the information that the applicant or family provides;

b) Consistency of Information

During the applicant's formal interview, the eligibility interviewer will compare new information received with past information stated on the application and, if necessary, inquire of the applicant family the

reason(s) for any discrepancies, and/or require additional documentation; and

c) Additional Documentation

Additional documentation or verifications specifically requested of the applicant must be provided within one week, or such other reasonable time as CHA may determine, from the interview date unless an extension is granted.

4.2 Applicant Eligibility

In order to meet the eligibility criteria for housing, an applicant will be verified by the CHA HCVP staff in accordance with the Administrative Plan. Cromwell site staff will perform necessary additional eligibility verification for LIHTC or additional grant program standards, including but not limited to LIHTC income set-asides, LIHTC student status, and Tennessee Housing Trust Fund set asides for special populations.

4.3 Applicant Suitability

4.3.1 General

The CHA, itself or through commercially-available 3rd party screening services, will evaluate each applicant to determine whether the applicant will be reasonably suitable as a resident of a CHA community. At CHA's option, 3rd-party screening may be applied to a randomly-selected subset of applicants, in order to evaluate its effectiveness over time. In those cases, suitability decisions for those applicants may be made based on the screening results. The CHA will deny admission to any applicant whose habit(s), action(s) and/or practice(s) reasonably may be expected to have a detrimental effect on other residents, site-based management or maintenance staff, CHA's agents, contractors or employees, or other members of the public in and around the community. These suitability provisions shall also apply to any person who may be eligible to become head of household by reason of a family separation, or who may become a family member due to:

a) Addition to the lease;
b) Live-in aide;
c) Guardianship; or
d) A residual family.

The CHA may declare applicants who fall into one of the following categories (on an individual basis) to be unsuitable for admission to or continued occupancy in the Program. Before such a determination is made, the CHA shall give consideration to favorable changes in the

behavior pattern of the applicant, length of time since the latest offense and other extenuating circumstances that indicate the applicant would or could be a responsible resident.

4.3.2 One Strike Policy & Criminal Background

HCVP staff will perform a program-level suitability check, including violent or drug-related criminal activity background screening for each adult applicant within the household. The CHA has discretion to deny admission to an applicant:

a.) Who was evicted from CHA-managed housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity for a five-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The CHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. Note: This requirement may be waived if the person demonstrates successful completion of a re-habilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated;

b.) Who the CHA has reasonable cause to believe illegally uses a controlled substance in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

c.) Who is a fugitive felon or parole violator: (1) 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 (2) violating a condition of probation or parole imposed under federal or state law;

d.) Who CHA has reasonable cause to believe has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;

e.) Who has a drug possession charge listed within 5 years of the application date;

f.) Who has an aggravated assault charge listed within 5 years of the application date;

g.) Who has a simple assault charge within 5 years of the application date;

h.) Who has any drug paraphernalia charge listed within 5 years of the application date;i) Who has any charge related to the manufacture, sale or delivery of any controlled/scheduled substance within ten years of the application date (***Note:*** Manufacture of methamphetamine is a lifetime ban);

i.) Who has had had a charge of homicide or attempted homicide in any degree (***Note:*** lifetime ban);

j.) Who has had a charge of sex offenses to include but not limited to rape, sexual battery, unlawful sexual contact, and indecent exposure (***Note:*** Listing on the Sex Offender Registry is a lifetime ban);

k.) Who has any charge relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;

l.) Who has any charge relating to a public order crime within 5 years of application date, including but not limited to public intoxication, disorderly conduct, vandalism, and prostitution;

m.) Who has committed any other criminal act determined to be detrimental to the safety and well-being of the CHA-managed housing community;

n.) Who has engaged in acts of domestic violence within 5 years of the application date, including but not limited to dating violence, assault, sexual assault, and stalking; however, the CHA shall follow the terms of the Violence Against Women Act of 2005 in determining eligibility - Applicants shall not be deemed unsuitable because they are victims of domestic and/or LGBTQ-based violence; [24 CFR Parts 5, 91, 880, as amended by the Violence Against Women Reauthorization Act of 2013].; and

o.) Who has been banned from CHA properties by being placed on the CHA No-Trespass List.

Generally, an applicant will not be denied for an incident more than 5 years old unless that incident involved murder, rape, armed robbery, child abuse/molestation, violence (e.g., aggravated assault), violent criminal activity, drug-related criminal activity, drugs, and/or the incident contributes to or evidences a pattern of consistent criminal activity. Additionally, an applicant and/or resident originating or participating in the FUSE Program will be afforded greater discretion based on the applicant's willingness to participate actively with the Assertive Community Treatment (ACT) team.

4.3.3 Alcohol Abuse

Admission or continued occupancy shall be denied to any person when the CHA determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the CHA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, property owners, employers, alcohol abuse centers, and/or acquaintances (including current tenants) who may contact the CHA to volunteer information, or any other appropriate source.

The CHA may waive policies prohibiting admissions if the person demonstrates to the CHA's satisfaction that the person no longer is engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program, has otherwise been rehabilitated successfully, and/or is currently participating in a supervised alcohol rehabilitation program.

4.3.4 Violent Behavior

Pattern of threatened abusive or violent behavior toward CHA/site-based management staff members, CHA agents and residents and/or others.

4.3.5 Financial History

History of failure to meet financial obligations, especially chronic or consistent delinquency in rent, utility payment(s) and/or maintenance charges.

4.3.6 Serious Disturbances

Record of serious disturbances of neighbors, destruction of property; or other disruptive or dangerous behavior.

4.3.7 Housekeeping

Unsanitary, unduly sloppy or hazardous housekeeping that could adversely affect the health, safety or welfare of other tenants.

4.3.8 Credit History

Record of eviction, judgment, significant debt which would reduce or reasonably inhibit the ability to pay.

4.3.9 Landlord Contact

Poor past performance in meeting rental obligations, and/or debt owed, as informed by contact with the current or prior landlord, including CHA, with the exception of Veterans Administration Supportive Housing (VASH) participants who must enter into a repayment agreement.

4.3.10 Utility Supplier

Poor past performance in meeting utility obligations, as informed by contact with one prior utility supplier to gather information on the applicant's payment history.

4.3.11 Other Contacts

Poor past performance in meeting other contractual obligations, as informed by contact with such other person(s) or entity/entities as CHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion.

4.3.12 Debt to Federal Subsidized Housing Programs

Nonpayment of debt to CHA from a previous tenancy and/or other federal subsidized housing program(s). This would include the violation of any terms and agreements of the HCVP.

4.3.13 Other Behavior

Other behavior that would indicate an inability to comply with essential lease terms.

4.4 Consideration of Mitigating Circumstances

The CHA shall have the right (but is not obligated) to impose, as a condition of admission to or continued assistance for other household members, a requirement that any household member who engaged in or is culpable for drug use or alcohol abuse may not reside with the family in the household on the premises. Moreover, the CHA may require (but is not obligated) that a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by other residents, to submit evidence of current participation in, or successful completion of a supervised drug or alcohol
rehabilitation program as a condition to being allowed to reside with the household or on the premises.

CHAPTER 5: VERIFICATION

5.1 General

The HCVP staff shall verify all factors affecting eligibility, suitability and the family's portion of the rent payment, and will maintain documentation relating to such verification in the applicant/resident file. Site staff will perform additional income and asset verifications necessary for LIHTC and Tennessee Housing Trust Fund grant program requirements.

CHAPTER 6: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

6.1 General

The HCVP staff shall determine gross household income, annual income, exclusions from annual income, deductions from annual income, in accordance with HCVP guidelines. Site staff will use HCVP-determined income information to complete and maintain required LIHTC information.

CHAPTER 7: DETERMINATION OF TOTAL TENANT PAYMENT & RENT

7.1 Total Tenant Payment

The HCVP staff shall determine total tenant payment of rent according to HCVP guidelines.

7.2 Utility Allowance

The HCVP and Owner shall establish a utility allowance for all resident-paid utilities. Each resident shall establish and maintain an account with applicable utility providers for utility services. Amounts for utility services paid by CHA on behalf of the resident will be placed on the account of the resident along with a $25 processing fee for each month that a resident's utility account is not established or maintained.

7.3 Rent Payment Methods

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments may be made at the site office by check, money order, debit/credit card, State of Tennessee Electronic Benefit Transfer Card (EBT); or debit/credit card through CHA's online payment portal. Payments in cash not to exceed $5.00 will also be accepted at the site office.

If the rent is not paid by the 5th calendar day of the month, rent shall be considered delinquent and a 30-day Notice to Vacate will be issued. If rent is not paid by the 5th day of the month, a late charge shall be assessed, which will not exceed ten percent (10%) of the amount of rent past due. If money payable on a tenant's account is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $25 for processing costs.

If, within a 12-month period, the tenant has a second personal check that is returned for insufficient funds, the tenant shall be required to make future payments by money order, credit card, debit card, or cashier's check. A history of three (3) or more late/delinquent rental payments within the current reexamination period may result in lease termination.

7.4 Reservation of Rights and Partial Payments

The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent [T.C.A

66-28-508]. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance.

Payment is defined as all amounts owing to the CHA which are received, including but not limited to: rent, late charges, excess utility charges, maintenance charges, legal charges, and any other outstanding charges on a resident's account.

Partial payment is defined as any amount offered as payment that is less than the current balance owed on a resident's account.

Partial payments offered shall be accepted and shall require a Reservation of Rights Agreement acknowledged by the resident.

A Reservation of Rights shall always be incorporated into any repayment agreement.

Residents carrying balances older than 30 days may be required to attend self-sufficiency classes, and non-compliance with attendance requirements may result in eviction.

CHAPTER 8: RECERTIFICATION

8.1 General

The HCVP staff shall perform all HCVP annual recertifications and interim examinations and will maintain the documentation relating to such verifications in the applicant/resident file, in accordance with guidelines. Site staff will perform annual recertifications meeting the standards of the LIHTC program, and will maintain documentation in the resident file. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

8.2 Misrepresentation

If the CHA determines that the resident has intentionally misrepresented facts upon which rent or program eligibility is based, the CHA shall retroactively charge the resident the appropriate amount of rent and take other such actions as permitted by law up to and including eviction and criminal prosecution.

CHAPTER 9: RESIDENT TRANSFERS

9.1 Policy

It is the policy of the CHA that a resident may be transferred to another unit for administrative reasons as set forth in this chapter.

9.2 Administrative Transfers

A resident may be required to transfer from one dwelling unit to a vacant unit Cromwell of an appropriate bedroom size for a sound administrative reason such as:

a) Fire in or condemnation of an occupied unit;

b) Harassment or abuse of a resident or household member (including Emergency Transfers pursuant to section 9.3);

c) When the CHA determines that there is extreme overcrowding (when the family's size and/or composition is significantly inappropriate for a unit with so few bedrooms);

d) When the CHA determines that a family is overhoused, i.e. resides in a unit that has more bedrooms than that which is required by the family size or composition;

e) When the CHA is undertaking extensive renovations, and the type of work being done requires that the resident temporarily or permanently relocates;

f) When there are defects in the resident's unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired; and

g) To give effect to an approved reasonable accommodation as described in section 1.2.4.

The CHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be approved by the Director of Asset Management and implemented in a manner consistent with the relevant provisions of the resident's lease and/or applicable law. Transfers may be limited by LIHTC and/or Tennessee Housing Trust Fund move-in and occupancy requirements.

9.3 Emergency Transfers Under Violence Against Women Act [24 CFR 5.2001 et. seq.]

In accordance with the Violence Against Women Act (VAWA), CHA allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

a) Eligibility - A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

   i) Resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit; and/or
   ii) Where the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

b) Required Documentation - A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this section. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. To request an emergency transfer, the resident shall notify CHA's site management office and submit a written request/certification form (HUD-5382). Requests may also be submitted to the CHA Central Office care of "Director of Housing Operations," 801 North Holtzclaw Ave., Chattanooga, TN 37404. CHA will provide reasonable accommodations to this Plan for individuals with disabilities. The request should set out the basis for eligibility as described in a(i) or a(ii) above.

c) Confidentiality - To the maximum extent permitted by law, CHA will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives CHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the Program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. Subsequent to any transfer under this section, documentation relating to the transfer shall be

purged from the resident file, and maintained only in the files of CHA's Director of Housing Operations.

d) Processing

i) Requests for Emergency Transfers under this section shall be reviewed by CHA's Director ofHousing Operations, and be approved or denied.
ii) If a request is approved, site staff shall forward approval to HCVP and/or CHA public housing staff for consultation with the resident to determine the best available site/option considering all factors such as safety, program eligibility and availability of suitably sized/configured units.
iii) Once an appropriate unit has been identified, HCVP and/or public housing staff will place the resident on the requested waiting list.
iv) If CHA has no safe and available units for which a resident who needs an emergency transfer is eligible, CHA will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident's request, CHA will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are set out in CHA's VAWA Notice of Occupancy Rights.

9.4 Effecting the Transfer

Upon approval of an administrative transfer within Cromwell by HCVP staff, site staff will execute a new lease with the tenant, who must pay any rent and/or security deposit within 2 days of being advised that the unit is ready to rent. The family will be allowed 5 days to move after receipt of the key to the unit to which the resident is transferring.

9.5 Cost of the Resident's Transfer

The cost of a resident's transfer will be borne by the CHA:

a) When required by CHA rehabilitation work; or

b) When action or inaction by the CHA has caused the unit to be unsafe or uninhabitable.

The cost for a transfer will generally be borne by the family under the following circumstances:

c) For an Emergency Transfer under 9.3;

d) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

e) When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;

f) When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit. (Prior to acceptance of the unit, the family generally must sign a statement acknowledging an understanding that a transfer may be required if a handicapped family needs the unit.)

g) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

CHAPTER 10: PETS

10.1 Introduction [24 CFR 5.300]

The CHA allows for pet ownership at Cromwell in accordance with this Plan.

General policy matters related to pets are set forth in this Chapter and are supplemented by the CHA pet application and lease addenda. Information and documents related to pets may be obtained at the CHA's site management offices.

This Plan does not apply to animals that are used to assist, support, or provide service to persons with disabilities. The CHA will not apply or enforce any policies against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. [24 CFR 5.303]

10.2 Pet Definition [24 CFR 5.306]

Common household pet means: a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. A common household pet does not include reptiles (except turtles). This definition shall not include animals that are used to assist, support, or provide services to persons with disabilities.

10.2.1 Domestic Dogs

a) Maximum number per household: 1

b) Maximum adult weight: 25 pounds when full grown

c) Must be house-broken

d) Must be spayed or neutered

e) Must have inoculations in accordance with State and local laws

10.2.2 Domestic Cats

a) Maximum number per household: 1

b) Maximum adult weight: no restrictions

c) Litter must be changed twice a week

d) Must be spayed or neutered

e) Must have inoculations in accordance with State and local laws.

f) Must have a scratching post

10.2.3 Birds

a) Maximum number per household: 2

b) Must be maintained inside cage at all times

c) Cage must be cleaned twice a week

10.2.4 Fish

a) Maximum number of aquariums: 1

b) Maximum aquarium size: 20 gallons

c) Aquarium or fish bowl must be cleaned as needed

Exception: If the CHA approved a family's application for a greater number of pets prior to the implementation of this Plan, the family shall be permitted to keep those pets.

Note: a household may have one (1) dog and one (1) cat in addition to birds and fish. Residents who had both a properly registered cat and dog prior to the enactment of this new guideline are entitled to keep both of the pets; but if the said pet or pets should no longer be maintained in the household, then the resident must comply with the new guideline limiting the resident to one cat or one dog.

10.3 Pet Guidelines (24 CFR 5.318)

The following guidelines apply to pets maintained by CHA residents. An animal observed to be on site under the control of a resident on multiple occasions may be deemed by CHA to be that resident's pet, requiring approval under this Chapter of the Plan.

10.3.1 Approval

site staff shall review the application and arrive at a decision by considering the following:

a) Whether the animal is a pet as defined above; and

b) If available, prior landlord references (including references from the CHA in cases where tenant has had a pet on CHA property) relating to applicant's pet ownership, including problems with gnawing, chewing, scratching, or otherwise defacing the unit, common areas, and outside property.

If the site staff approves the application, the tenant must complete a "Pet Lease Addendum" and submit this form to the Community Manager. This document shall become part of the tenant's lease agreement.

The pet owner is responsible for providing the CHA with the following information and documents at the time of application. At the time of recertification the pet owner must provide updated inoculation records. These documents shall be kept in the pet owner's file:

a) Color photo and identifying description of the pet;

b) Attending veterinarian's name, address and telephone number;

c) Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;

d) Veterinary certification of actual weight and projected adult weight of pet; and

e) Pet licensing certificates in accordance with local and state laws.

If site staff denies the application, they shall inform the tenant in writing within fourteen (14) days of the determination.

10.4 Pet Owners Rights and Responsibilities

If the application is approved, the pet owner shall assume the following obligations:

a) The pet owner shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification collars and tags with the tenant's name and phone number and the dates of the most recent inoculations and collars. A pet owner must control and restrain dogs/cats while in the common areas of the development.

b) The pet owner is responsible for cleaning up after the pet inside the unit and anywhere on the CHA's property. A "pooper scooper" and disposable plastic bags should be carried at all times in common

areas. Toilets are not designed to handle pet litter; therefore, no pet debris shall be deposited in a toilet. Pet owners shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes;

c) For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in the laundry room;

d) The pet owner shall maintain the unit and its patio, porch and yard, if any, in a sanitary, insect-free, and odor-free condition at all times;

e) The pet owner must provide litter boxes for cat waste, which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free;

f) The pet owner shall prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for the cost of repair or replacement for any damages caused by the pet. Charges for damages will include materials and labor;

g) The pet owner shall be responsible for the cleaning, deodorizing and sanitizing of carpeting and other floor coverings in the unit;

h) Pets are not to be tied outside or left unattended on a patio or porch;

i) The pet owner shall not alter the unit, patio, or other outside area to create an enclosure for a pet;

j) The pet owner shall not allow the pet to disturb or threaten the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance or danger to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping or other unruly behavior;

k) No pet is to remain unattended without proper care for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the CHA shall have the right to enter the premises to take the pet to be boarded at a local animal care facility at the expense of the resident;

l) The pet owner shall allow the CHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The CHA may increase the number of inspections at its discretion;

m) All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development;

n) The pet owner shall register the pet with the Community Manager prior to the pet being brought on the development's premises. The pet owner is responsible for providing the CHA with the information regarding the pet's inoculations, licensing, photograph and other information as required. This information shall be kept in the pet owner's file and shall be updated annually. This update shall be coordinated with the pet owner's annual reexamination process;

o) The pet owner shall provide the name, address and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet.

p) The pet owner is responsible for keeping the CHA informed of any change of information.

10.5 CHA Rights and Responsibilities

The CHA shall:

a) Post a copy of this Plan for pet ownership and enforce these rules in a fair and just manner;

b) Keep proper records of pet owners and pet's pertinent information, conduct unit inspections, investigate complaints and issue warnings and bills for damages, and schedule repairs;

c) Enforce the Lease Addendum; and

d) If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, site staff may contact the responsible party or parties listed in the pet's registration materials.

10.6 Pet Deposit

The CHA will assess a refundable pet deposit of $150. The pet deposit is in addition to any other financial obligation generally imposed on tenants of the development. The CHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development,

including, but not limited to the cost of repairs and replacements to and fumigation of, the tenant's dwelling unit; and for the CHA, the cost of animal care facilities. The CHA shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the development or no longer owns or keeps the pet.
No fee will be required for medically documented service animals, for example seeing eye dogs.

10.7 Pet Policy Violation Procedures [24 CFR 5.356]

a) Notice of Pet Rule Violation

If the CHA determines on the basis of objective facts, supported by written statements that the pet owner has violated a rule set out in this Plan, the CHA may serve a written notice of pet rule violation on the pet owner. The notice should:

- Contain a brief statement of the factual basis for the determination that the Pet Plan has been violated;
- State that the pet owner has ten days from the effective date of service of notice to correct the violation, including, in appropriate circumstances, removal of the pet or to make a written request for a meeting to discuss the violation;
- State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meting may result in the initiation of procedures to terminate the pet owner's tenancy.

b) Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the CHA shall establish a mutually agreeable time and place for the meeting, but no later than fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the CHA agrees to a later date).

At the meeting site staff and the pet owner shall discuss the alleged pet rule violation and attempt to correct it. The CHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

c) Notice of Pet Removal

If the pet owner and site staff are unable to resolve the pet rule violation at the meeting, or if site staff determines that the pet owner has failed to correct the pet rule violation as agreed within the prescribed additional time, site staff may serve a written notice on the pet owner.

The notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
- State that the pet owner must remove the pet within ten days of the effective date of service of the notice of pet removal (or the meeting if notice is served at the meeting); and
- State that failure to remove the pet may result in lease termination procedures.

d) Termination of Lease Agreement or Removal of Pet

CHA may not initiate procedures to terminate a pet owner's lease unless:

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- The pet rule violation is sufficient to begin procedures to terminate the lease under the terms of the lease, applicable HUD regulations, and or applicable State or local law.

CHAPTER 11: INSPECTIONS

11.1 Move-In Inspections

The CHA and prospective head of household will inspect the premises prior to signing the lease. The CHA will prepare a written statement of the condition of the premises that will be signed by a CHA representative and the head of household. The CHA will provide a copy of the signed inspection statement to the head of household and will retain the original in the family's file. HCVP will also conduct a program-related move-in inspection.

11.2 Periodic Inspections

The CHA will inspect each assisted housing unit annually to ensure that each unit meets Uniform Physical Conditions Standards [24 CFR 5.701] and Housing Quality Standards.

11.3 Preventative Maintenance Inspections

The CHA may conduct preventative maintenance inspections periodically. These inspections are intended to keep items in good repair and to extend the life of the unit and its equipment.

These inspections may encompass checks on leaks, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures. These inspections may also provide an opportunity to conduct seasonal checks on furnace filters, window screens and air conditioning units.

11.4 Special Inspections

The CHA may schedule special inspections to enable HUD, THDA or others to inspect CHA-managed housing.

11.5 Housekeeping Inspections

Generally, at the time of annual reexamination, and at other times as necessary, site staff will conduct a housekeeping inspection to ensure that the family is maintaining the unit in a safe and sanitary condition. In cases of poor housekeeping, CHA may require the resident to attend mandatory housekeeping classes or a health/safety fine may be imposed.

11.6 Notice of Inspection

The CHA will provide the resident with at least two (2) days written notice of annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

11.7 Emergency Inspections

The CHA may enter a unit without prior notice if there is reason to believe that an emergency condition exists within the unit. The CHA representative who enters the unit will leave a written notice in the unit advising the family of the date and time of entry and purpose for the emergency inspection.

11.8 Pre-Move Out Inspections

The CHA will offer to schedule a pre-move out inspection upon receipt of a resident's notice to vacate.

The inspection allows the CHA to assist the family in identifying any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the CHA to prepare units more quickly for future occupants.

11.9 Move-Out Inspections

The CHA will conduct a move-out inspection at the time a resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. The CHA will notify the resident about the inspection and encourage the head of household to be present. This inspection becomes the basis for any claims assessed by the CHA against the resident's security deposit.

CHAPTER 12: TERMINATION OF TENANCY

12.1 Termination by Resident

In the event of a resident's death in a single person household, the CHA shall terminate rent charges effective on the date that the family of the decedent returns the keys to the unit to the CHA. In the event of the death of an adult in a multi-person household, site staff will approve a transfer to a right-sized unit, if necessary.

12.2 Termination by the CHA

The CHA may terminate the lease for serious or repeated violations of material lease terms by residents, any member of the resident's household, or guests. Such violations include, but are not limited to, the following:

a) Nonpayment of rent or other charges;

b) A history of three (3) or more late/delinquent rental payments within the current reexamination period;

c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

d) Failure to allow inspection of the unit;

e) Failure to maintain the unit in a safe and sanitary manner;

f) Assignment or subletting of the premises;

g) Use of the premises for purposes other than as a dwelling unit; (other than for site-based management approved resident businesses);

h) Destruction of property;

i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

j) Any criminal or drug related activity, including manufacture or production of methamphetamine, on or off the premises by the resident or any member of Residents' household or guests;

k) Permitting persons not on the lease to reside in the unit for more than (21) days each year without the prior written approval of the CHA;

l) Repeated noncompliance with rules prohibiting the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars and water pipes (hookahs); and

m) Other good causes.

Notwithstanding the above, the CHA will not terminate a resident's lease if the resident demonstrates that she or he is a victim of real or perceived domestic violence, sexual assault, dating violence or stalking. The CHA may choose to bifurcate a resident household's lease to address such situations.

The CHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program, unless otherwise provided by law. Proof of a violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

12.3 Extended Absences and Abandonment

Cromwell Hills Apartments shall utilize the same guidelines for extended resident household absences as set out in the HCVP Administrative Plan, Section IV.

If the CHA determines that a unit has been abandoned (such as when CHA staff believes that the unit has been unoccupied for thirty (30) days or more; or where the rent is past due and the household has not acknowledged or responded to demands for payment), the CHA shall enter the unit to conduct an emergency inspection and send a written notice of abandonment to the family at the unit address and to any emergency contact person provided by the resident by way of the U. S. Mail forwarding service requested.

If the family does not respond to the written notice of abandonment within ten (10) days of the date of the notice, the CHA shall take appropriate legal action, up to and including eviction.

The CHA shall dispose of all items remaining in the unit. Items of value shall be donated to a non-profit approved by CHA's Director of Asset Management. Items with no value shall be discarded.

CHAPTER 13: RE-PAYMENT AGREEMENTS

13.1 Policy

At the discretion of CHA, a family may enter into a written payment agreement to reimburse CHA for excessive maintenance, fire damage caused by the resident, guest and/or visitor, casualty to unit, maintenance, outstanding rent, or other amounts related to the family's tenancy. CHA may offer the resident an opportunity to enter a repayment agreement to pay the full amount. Payment agreements will normally be limited to amounts less than $2,000 with terms of 12 months or less.

All repayment agreements must be in writing, dated, and signed by both the tenant and the CHA's representative, including the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Repayment agreements will contain the following provisions:

a) A description of the charges covered by the repayment agreement.

b) Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Tenants have the option to repay the retroactive rent balance as follows:

a) In a lump sum payment; or
b) Monthly installment; or
c) A combination of 1 and 2, above.

CHAPTER 14: FRAUD AND MISREPRESENTATION

14.1 Purpose

This section explains the consequences of misrepresentation and falsification of any application, data relevant to any reexamination or transfer-related information by applicants or residents.

14.2 Federal Law Prohibitions

Any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both [18 U.S.C. §1001].

14.3 Applicant and Resident Certification

Initial applications and applications for continued occupancy for the Program shall contain a warning that falsification of information is punishable under state and federal law.

CHA shall consider the misrepresentation of income and/or family status to be a serious lease and policy violation as well as a crime and shall take appropriate action if fraud is discovered. Specifically:

a) An applicant family who has misrepresented income or family status shall be declared ineligible for housing assistance if subsidy overpayments are determined to be $2,000 or greater if the amount determined due is not repaid in full within 30 days of the fraud hearing date or date of execution of the repayment agreement, or at the discretion of the Executive Director or designee. For overpaid subsidy amounts under $2,000, a resident may be offered a repayment agreement and continued occupancy under the terms of the repayment agreement (see Chapter 15). Eviction proceedings will begin if a resident has two or more instances where subsidy overpayments have occurred during any 60 month period, resulting from unreported or underreported income.

b) If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the unit, even though the resident may be currently eligible.

c) A Resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.

d) If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that should have been paid. CHA reserves the right to demand full payment within thirty (30) days.

e) CHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of CHA to cooperate with federal, state, county or local authorities in prosecuting cases which, in the CHA's judgment, appear to be willful or deliberate misrepresentation.

CHAPTER 15: PROGRAMMING

15.1 Purpose

The CHA is committed to offer programming that enhances the health and well-being, education, career opportunities, and economic self-sufficiency of all Cromwell residents as set forth.

15.2 Veterans Administration Supportive Housing

In accordance with the Tennessee Housing Trust Fund grant terms, ten apartments at Cromwell will be dedicated to serving formerly homeless veterans. Working collaboratively with the Veterans Administration, its case managers, and each veteran, the CHA will support the veteran's case management plan as much as possible to ensure that the veteran is compliant with his/her lease and will encourage the veteran to engage in community activities, training, and social events offered at the site.

15.3 Housing for Ex-Offenders

In accordance with the Tennessee Housing Trust Fund grant terms, ten apartments at Cromwell will be dedicated to serving ex-offenders. The CHA maintains Memoranda of Understanding with the two primary referral sources noted below. As other referral sources become available, the CHA will consider additional partnerships for referral.

15.4 FUSE Program

Cromwell residents participating in the FUSE Program will have access to all members of the ACT Team, which consists of physicians, nursing professionals, and case managers on a 24/7 basis. Working collaboratively with the FUSE Program officials, ACT Team members, and the residents, the CHA will support each resident's case management plan as much as possible to ensure that the resident is compliant with his/her lease and will encourage the resident to engage in community activities, training, and social events offered at the site.

15.5. Hamilton County Mental Health Court

Cromwell residents participating in court-ordered case management by the Hamilton County Mental Health Court will have access to active case management by Hamilton County social work professionals. Working collaboratively with the Court and case management professional, the CHA will support each resident's case management plan as much as possible to ensure that each resident is compliant with his/her lease and will encourage the resident to engage in community activities, training, and social events offered at the site.

15.6 After School and Summer Programming

In partnership with the City of Chattanooga's Youth and Family Development Department, the CHA will offer after school and summer programming to youths aged 5 and up at the gymnasium onsite. The CHA will collaborate with the City to develop programming that includes educational components, sports, and the arts.

Chapter 16: FAMILY SELF SUFFICIENCY PROGRAM

16.1 General

HCVP Administrative Plan section 34

The purpose of the Family Self Sufficiency Program (FSSP) is to enable families receiving assistance to achieve economic independence and self-sufficiency. Under the FSSP, the CHA shall counsel families participating in the Program about opportunities for education, job training, counseling, and other forms of social service, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

HUD will measure the success of the CHA's FSSP not only by the numbers of families who achieve self-sufficiency, but also by the number of FSSP families who, as a result of participation in the program, have family members who obtain their first jobs, or who obtain higher paying jobs, no longer need benefits received under one of more welfare programs; obtain a high school diploma or higher education degree, or accomplish similar goals that will assist the family in obtaining economic independence. The CHA shall maintain the FSSP program size in accordance with 24 CFR 984.105. Cromwell site staff shall cooperate with HCVP staff in promoting and facilitating implementation of FSS activities.

CHATTANOOGA HOUSING AUTHORITY

DWELLING LEASE

Effective Date: _____ Unit Number: _____

A. PARTIES

This apartment lease ("Lease") is made on _____ by and between Cromwell Development I, LLC, represented by the CHATTANOOGA HOUSING AUTHORITY ("CHA") agent, hereinafter called Landlord and the head of household listed below ("Tenant"). Tenant is responsible for performance of all obligations under this Lease.

Head of Household/Tenant	Sex		Date of Birth	Social Security Number
	M	F		

B. UNIT

CHA, using data provided by Tenant about family income, composition, and needs, leases to Tenant the apartment listed below ("Unit"), subject to the terms and conditions contained in this Lease. Unit is located in a federally aided public housing development ("Development")

Address: _____ Unit #_____ Development: Cromwell Hills Bedrooms: _____

C. 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 persons listed below:

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

(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 Cromwell Hill's Management Plan.

(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 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's Central Office located at 801 North Holtzclaw in writing within 10 days of occurrence. Tenant must complete the appropriate form(s) along with submission of any requested third party verification.

D. LEASE TERM AND RENT

(1) The term of Lease shall be for one calendar year and automatically renews month-to-month on the same terms and conditions of the original lease, subject to replacement, modification, or termination at the end of the term or any renewal terms hereof.

(2) The total rent to Landlord for the contract unit is _____ per month. The Tenant's portion of the rent is [insert Tenant portion] per month and it is due and payable on the first day of each month, and shall be considered delinquent after the 5th day of the month. If rent is not paid within the specified 5 days, the resident will be assessed a late charge which shall not exceed ten percent (10%) of the amount of rent past due. A check for insufficient funds shall be considered non-payment of Rent, and in addition to the late charge, a $25.00 returned check fee will be charged.

(3) The amount of the Tenant Rent shall be determined by CHA's Housing Choice Voucher Program (HCVP) in accordance with Department of Housing and Urban Development ("HUD") requirements.

(4) Each month, CHA's HCVP shall make a housing assistance payment in the amount of [insert amount] to the Landlord on behalf of the Household in accordance with the Housing Assistance Payments (HAP) Contract. The amount of the monthly HAP will be determined by CHA's HCVP in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.

(5) Minimum rent is $50.00 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.

(6) 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.

(7) Rent shall remain in effect unless adjusted by CHA.

(8) 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.

(9) If Tenant fails to pay rent or other charges on time and charges over 30 days are outstanding, then any future payments will be applied to the oldest charges. The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance. A history of three (3) or more late/delinquent rental payments within the current annual reexamination period will result in lease termination.

(10) 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.

(11) If Household transfers to another Cromwell Hills 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 this Lease.

E. FAILURE TO PAY ASSESSMENT OF FEES AND CHARGES

(1) If Rent is not paid by the 5th day of the month, a late charge shall be assessed which shall not exceed ten percent (10%) of the amount of rent past due. A check returned for insufficient funds shall be considered non-payment of Rent, and in addition to the late charge, a $25.00 returned check fee will be charged.

(2) Maintenance charges, excess utility charges, and late payment penalties shall not be due and collectible until two weeks after the Chattanooga Housing Authority gives written notice of the charges.

(3) 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.

F. SECURITY DEPOSIT

(1) Tenant Responsibilities: Tenant agrees to pay a one-time Security Deposit of $200.00.

(2) CHA Responsibilities: Cromwell Hills will use the Security Deposit at the termination of this Lease for the following purposes:

a. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease; and

b. To reimburse the cost of repairing any damages to the Unit caused by Tenant, household members, guests or visitors.

(3) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated, and the CHA has inspected the Unit.

(4) The CHA staff and Tenant or representative will inspect Unit prior to occupancy by Tenant. The CHA will give Tenant a written statement of the condition of Unit, both inside and outside, and note any equipment provided with Unit. The statement will be signed by the CHA and Tenant and a copy of the statement will be retained in Tenant's folder.

(5) The return of a Security Deposit shall occur within 30 days after Tenant moves out. The CHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as the CHA furnishes Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

G. UTILITIES AND APPLIANCES

(1) If indicated by an (X) below, CHA will supply the utility at no extra cost based upon the Utility Allowance Schedule for the Property.

( ) Electricity ( ) Natural Gas ( ) Heating Fuel (X) Water

(X) Sewer Service ( ) Trash Collection

CHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

(2) If indicated by an (X) below, CHA will supply the following appliance at no extra cost:

(X) Cooking Range and Hood (X) Refrigerator (X) Other: Clothes Washer and Dryer

(3) 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.

(4) Tenant agrees to establish a utility account within 10 days of lease execution.

(5) Tenant agrees not to use space heaters in the Unit.

H. OTHER CHARGES

(1) Tenant(s) shall be responsible for the cost for services or repairs to Unit, common areas or grounds, beyond normal wear and tear, caused by Tenant, Household, guests or visitors. Maintenance charges and late payment penalties shall not be due and collectible until two weeks after the CHA gives written notice of the charges.

(2) 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.

I. TERMS AND CONDITIONS

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

(1) Tenant(s) shall provide proof of official address change with Tennessee Department of Safety and Homeland Security and issuance of new identification card prior to final completion of leasing, and shall maintain such address on their identification at all times during their tenancy.

(2) Tenant(s) shall have the right to exclusive use and occupancy of Unit for Tenant and Household.

(3) With the prior written consent of CHA, Household may engage in legal profit-making activities in Unit, so long as the activity is incidental to the primary use. The business must meet CHA's rules, health, building, and zoning codes and local licensing requirements and the income must be reported for calculating Tenant rent

(4) CHA permits Tenants to have overnight guests for a period not exceeding 14 days in a 12-month period. Permission may be granted, upon written approval by the Community Manager, for an extension of this provision.

(5) CHA will consider Tenant's request for a transfer in accordance with the Management Plan. If CHA agrees with Tenant's request that the size or design of Unit is no longer appropriate for Tenant's needs, CHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different unit of the appropriate size or design.

(6) CHA may determine that Tenant must transfer to another unit for reasons including the following: the size of Unit is no longer appropriate for Household composition; to protect the health or safety of Household; to repair, replace, modify, or demolish Unit; or because Household requires special features (e.g. handicap accessibility) not available at Unit. If the CHA makes this determination, then the Household shall transfer to an alternative unit upon written notification by CHA that such unit is available. Administrative transfers are subject to the HCVP's informal hearing procedure, and a transfer may not be made until either the time to request an informal hearing has expired or the procedure has been completed.

(7) If Tenant's Unit has special accessibility features and Household does not require these features, Tenant must transfer to a unit without such features if an applicant or tenant with a disability needs Unit.

(8) Tenant is responsible to pay any moving costs related to a transfer as indicated above.

J. REDETERMINATION OF RENT, AND FAMILY COMPOSITION

(9) CHA will re-determine Tenant's rent and examine family composition and unit size at least once per year.

(10) Tenant shall submit a completed Personal Declaration Questionnaire (PDQ) application and shall furnish complete and accurate information within 30 days of CHA's written request), including:

a. Household Composition (including full name, sex, social security number, and date of birth for each Household Member);
b. Each Household Member's income amount, the source of that income, the place of employment, and assets, if applicable.
c. Any other information requested by CHA to determine monthly rent, continued eligibility, accessibility needs, and appropriate unit size; and

(11) Tenant agrees to comply with CHA's requests for authorization to contact third-party sources, present documents for review, and/or provide other suitable forms of verification.

(12) All changes in Household or income must be reported to CHA within 10 days of the occurrence.

(13) If Tenant(s) misrepresents, fails to disclose, or fails to disclose in a timely manner, pertinent information affecting Tenant's household income, Tenant shall be required to pay in full any rent which should have been paid but for Tenant's misrepresentation or nondisclosure.

(14) Tenant(s) will be notified in writing of any rent adjustment and the effective date. Rent and unit size determinations shall be made in accordance with federal regulations and the Cromwell Hills Management Plan.

b. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

The rent shall not be reduced if Tenant's Department of Welfare grant was reduced because Tenant committed fraud or failed to comply with an economic self-sufficiency requirement.

b. CHA will process rent increases so that the higher rent becomes effective on the first day of the second month after the circumstances supporting the increase in rent was reported, or should have been reported by Resident to CHA. The rent will increase for the first day following the month the increase should have been reported in those cases of resident misrepresentation, failure to report change in Family composition, or failure to report increase on a timely basis.

c. If it is found that the resident has misrepresented the facts upon which rent is based so that the rent being paid is less than should be charged, then the increase in rent shall be retroactive to the date of the change. In justifiable cases, CHA may take such other action as it deems advisable in accordance with applicable law, including but not limited to, referral for criminal prosecution.

(15)If Tenant requests an explanation as to how CHA calculated the rent, and Tenant does not agree with the determination, Tenant shall have the right to request an informal appeal hearing.

K. CHA OBLIGATIONS

CHA shall be obligated to:

(16)Maintain Unit and Development in decent, safe, sanitary condition.

(17)Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(18)Make necessary repairs to the Unit.

(19)Keep development, building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in clean and safe condition.

(20)Maintain CHA supplied systems and appliances in good and safe working order. This includes elevators, electrical, plumbing, sanitation, heating, and ventilation systems.

(21)Provide and maintain dumpsters and/or other trash containers for the disposal of trash and garbage. This excludes trash containers for Tenant's own use.

(22)Supply running water and reasonable amounts of hot water and heat according to law, except where the building which includes the Unit is not required to be equipped for that purpose, or if Tenant pays for heat and/or water directly to a utility supplier.

(23)Notify Tenant of the specific grounds for any proposed adverse action by the CHA. Such adverse action includes but is not limited to, Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess utility consumption.

(24)Notify Tenant of the right to request an informal appeal hearing concerning a proposed adverse action (in any case when the CHA is required to afford Tenant the opportunity for an informal appeal hearing).

L. TENANT OBLIGATIONS

Tenant and Household shall be obligated:

(1) Not to assign Lease, nor sublease Unit.

(2) Not to permit guests, visitors, or others who are not Household members to stay in Unit in excess of 14 days in a 12 month period without the advance written consent of CHA.

(3) To be responsible for the behavior and actions of guests, visitors, or others who are not Household members.

(4) To use a Unit solely as a private residence for a Household and not to use or permit its use for any other purpose, unless specifically authorized in writing by CHA. This provision does not prohibit the care of foster children or live-in care of a Household member, provided the accommodation of such persons conforms to the Management Plan, and so long as CHA has granted prior written approval for the foster child(ren), or live-in aide to reside in Unit.

(5) To abide by Cromwell Hills and CHA rules and/or lease addenda for the benefit and well being of the Development and tenants. These rules shall be posted in the management office and are incorporated by reference in Lease.

(6) To comply with the requirements of applicable state and local building or housing codes that affect health and/or safety of Household.

(7) To keep Unit and other areas assigned to Tenant for exclusive use in clean and safe condition.

This includes keeping the front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter. An exception to this requirement may be made if Household does not have anyone able to perform tasks because of age or disability. CHA will impose a fine of a minimum of $25.00 for each occurrence

(8) To timely pay all utility bills for which the tenant is responsible. Tenant shall reimburse Landlord for all unpaid or late payments for Utilities Services which CHA incurs on Tenants behalf. Termination of utilities for non-payment shall be grounds for termination under this lease.

(9) To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner.

(10) Not to litter or leave trash and debris in common areas, including hallways, porches and entryways.

(11) To use CHA facilities in a reasonable manner; this includes elevators, electrical, sanitation, heating, and ventilation systems.

(12) Not to destroy, deface, damage, or remove any part of Unit or Development.

(13) To pay reasonable charges (other than for wear and tear) for the repair of damages to Unit, Development, facilities, or common areas caused by Tenant, Household members, guests or visitors.

(14) To act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and be conducive to maintaining the Community in a decent, safe, and sanitary condition.

(15) Not to engage in any violent or other criminal activity; nor engage in any activity that threatens the health, safety, or right to peaceful enjoyment of residents, or any person on Cromwell Hills properties, or persons residing in the immediate vicinity of Cromwell Hills properties.

(16) Not to possess or engage in any drug- or alcohol-related activity; not to engage in gang activity; not to use or permit the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars or water pipes (hookahs) within CHA buildings or other prohibited areas of the property; not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of residents, or any person on CHA's properties, or persons residing in the immediate vicinity of CHA properties.

(17) Not to alter or repair the interior of the Unit, including systems and CHA appliances. Tenants will not install additional equipment or major appliances without written consent of CHA. This includes but is not limited to equipment that poses a dangerous liability such as a waterbed and a ceiling fan.

(18) Not to change locks or install new locks on exterior doors.

(19) 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.

(20) To give advance notice to CHA when Tenant will leave Unit unoccupied for at least one calendar week.

(21) 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.

(22) Not to display, use, or possess any illegal firearms (operable or inoperable) or other illegal or offensive weapons anywhere on CHA property.

(23) To prevent fires and not to store or keep explosive or flammable materials upon Development and/or Unit.

(24) Not to obstruct sidewalks, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Unit.

(25) 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.

(26) 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.

(27) Not to remove signs, flyers or notices posted on Cromwell Hills property.

(28) Not to install, keep, store, or use any swimming pools (regardless of size), without written authorization from CHA.

(29) 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.

(30) Not to keep, maintain, harbor, or board an animal of any nature in a Unit except in accordance with CHA's Pet Policy, unless a verified disability warrants the possession of a service animal.

(31) 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.

(32) 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.

(33) 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.

(34) 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.

(35) Not to prop open building doors for visitors, or throw keys or access cards through windows to visitors. Tenants shall deny entrance to Development to a visitor who is intoxicated or disruptive to other tenants in Development.

(36) Not to use propane gas grills.

(37) 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..

(38) To identify a person as a contact in the event of an emergency, or if Tenant becomes unable to comply with terms of Lease.

(39) 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 the Unit.

(40) To maintain any mailbox assigned to tenants by the United States Postal Service in good working order and not to vandalize mailboxes.

(41) 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.

(42) To comply with self-sufficiency program requirements, including resident training program attendance.

M. 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) Tenants shall immediately notify CHA of the damage.

(2) CHA shall be responsible for repair of the Unit in a reasonable time. If a household, guests, or visitors caused the damage, the reasonable cost of the repairs shall be charged to Tenant in accordance with the Tenant Damage Claim Form.

(3) 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 members, guests or visitors caused the hazardous condition).

(4) Tenants shall accept any replacement unit offered by CHA.

(5) 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.

N. INSPECTIONS

(1) CHA will inspect the Unit at least annually to check for needed maintenance, housing quality standards, housekeeping, and other compliance matters. Tenants will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the Unit. CHA may conduct interim or follow up inspections of Unit if it has cause to believe that an unsanitary or hazardous condition exists, or if Tenant has failed or refused to cooperate with an inspection, maintenance repairs, or pest control.

(2) CHA will inspect the Unit prior to commencement of occupancy by the tenant and at the time Tenant vacates and gives Tenant a written inspection report. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to CHA.

O. ENTRY OF PREMISES DURING TENANCY

(1) Tenant Responsibilities:

a. Tenant agrees that an authorized agent, employee, or contractor of CHA will be permitted to enter Unit during reasonable hours of 8:30 a.m. to 5:00 p.m. for the purposes of performing maintenance, making improvements or repairs, inspecting Unit, or showing Unit for re-leasing.

(2) CHA Responsibilities:

a. When Tenant calls to request maintenance on Unit, CHA shall attempt to provide such maintenance within the reasonable hours stated above. If Tenant is absent from the Unit when CHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
b. CHA shall give Tenant at least 48 hours written notice that CHA intends to enter the Unit. CHA may enter only at reasonable times.
c. CHA may enter a Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

d. If Tenant and all adult Household members are absent from Unit at the time of entry, CHA shall leave in Unit a written statement specifying the date, time and purpose of entry prior to leaving Unit.

P. 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.

Q. VIOLENCE AGAINST WOMEN (VAWA) PROTECTIONS [24 CFR Parts 5, 91, 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.

R. TERMINATION OF THE LEASE

In terminating Lease, the following procedures shall be followed:

1. Tenants may terminate this Lease by giving 30 days written notice to CHA. After receipt of Tenant's Intent to Vacate, rent will continue to accrue until the later of a) the return of keys to CHA, indicating that the Tenant and all Household members have completely vacated Unit; or b) 30 days after CHA's receipt of Intent to Vacate, at which time CHA will take possession of Unit.

2. Tenant shall leave Unit in as clean and good condition as it was received at the start of the tenancy, reasonable wear and tear excepted.

3. Upon Lease termination, eviction by the CHA, abandonment of Unit, or transfer of Household to another unit, Tenant shall remove any personal property left at Unit. Tenants shall be responsible for moving charges. Property left for more than ten days and unclaimed shall be considered abandoned and CHA may dispose of it without liability. Costs of disposal shall be assessed against Tenant.

4. If, through any cause, Tenant who has signed Lease ceases to reside at Unit, Lease shall terminate. Remaining Household members may continue to occupy Unit provided that a qualified and responsible remaining adult Household member enters a new lease agreement with CHA, in accordance with the HCVP guidelines.

5. CHA may terminate Lease for:

   a. Serious or repeated violation of material terms of Lease, including but not limited to:

      1. Failure to pay rent or other payments when due.
      2. Failure to fulfill Tenant Obligations, as described in Section L.

   b. Other good cause, such as:

      1. Criminal activity or alcohol or drug abuse.
      2. Discovery after admission of facts that made Tenant ineligible for housing.
      3. Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income.
      4. 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.

5. 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.

Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including CHA management staff, or threatens the

health, safety or right to peaceful enjoyment of their residence by persons residing in the immediate vicinity of the premises, is grounds for termination.

6. 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.

7. The Notice of Termination

   a. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine CHA documents directly relevant to the termination or eviction.
   b. Any notice to vacate or to quit that is required by State or local law may be combined with, or run concurrently with, the notice of lease termination under this section. The notice to quit must be in writing, and specify that if Tenant fails to quit Unit within the applicable period, appropriate action will be brought against Tenant, and Tenant may be required to pay the court costs and attorney's fees.

8. 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 prescribed 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 the 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 the Unit.

S. TENANT HOUSEKEEPING STANDARDS

Tenants are required to abide by the uniform standards for housekeeping set forth below.

(1) Inside the Apartment – GENERAL

a. Walls: clean, free of dirt, grease, holes, cobwebs, and fingerprints;
b. Floors: clean, clear, dry and free of hazards;
c. Ceilings: clean and free of cobwebs;
d. Windows: clean and egress unimpeded; shades or blinds in good condition;
e. Woodwork: clean, free of dust, gouges, or scratches;
f. Doors: clean, free of grease and fingerprints. Doorstops should be present;
g. Heating units: dusted and access uncluttered;
h. Trash: disposed of properly and not left in Unit or common areas;
i. Unit should be free of rodent or insect infestation.

(2) Inside the Apartment – KITCHEN

a. Stove: clean and free of food and grease;
b. Refrigerator: clean. Freezer door should close properly and freezer have no more than one inch of ice;
c. Cabinets: clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs;
d. Exhaust Fan: free of grease and dust;
e. Sink: clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner;
f. Food storage areas: neat, clean and secured against insects/rodents;
g. Trash / Garbage: stored in a covered container until removed to the disposal area.

(3) Inside the Apartment – BATHROOM

a. Toilet and tank: clean and odor free;
b. Tub and shower: clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length;
c. Sink: clean;
d. Exhaust fans: free of dust;
e. Floor: clean and dry.

(4) Inside the Apartment – STORAGE AREAS

a. Linen closet: neat and clean;
b. Other closets: neat and clean;
c. Other storage areas: clean, neat and free of hazards.

(5) Outside the Apartment

a. Yards: free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti;
b. Porches (front and rear): clean and free of hazards. Any items stored on the porch shall not impede access to Unit; All furniture on porches must be made exclusively for outdoor use;
c. Steps (front and rear): clean, and free of hazards;
d. Sidewalks: clean and free of hazards;
e. Storm doors: clean, with glass or screens intact;
f. Parking lot: free of abandoned cars. There should be no car repairs in the lots;
g. Hallways: clean and free of hazards;
h. Stairwells: clean and uncluttered;
i. Laundry areas: clean and neat. Remove lint from dryers after use;
j. Utility room: free of debris, motor vehicle parts, and flammable materials;
k. All grills must be maintained on the back of the unit, when not in use.
l. All trash receptacles must be maintained in clean condition and stored at the rear of the unit at all times except trash pickup day. Any receptacle left out on a non-trash pickup day will be subject to a fine of $25.00 for maintenance to remove receptacle

No delay or failure by CHA in exercising any right under Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right.

T. MISCELLANEOUS

(1) If any provision of Lease is found to be void, unenforceable, or illegal, then the remaining provisions shall remain in effect.

(2) 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.

(3) Tenant warrants that all statements and representations made in the application for CHA housing are truthful. False statements or misrepresentations in the application or made during the rent determination process shall be cause for eviction.

(4) Neither CHA nor any of its employees has made any representations other than those contained in Lease.

(5) Lease, any amendments and all documents incorporated by reference, constitute the entire agreement between the parties.

(6) Tenant acknowledges by signing this Lease Agreement that CHA is not responsible for, and will not provide fire or casualty insurance for the tenant's personal property.

BY SIGNING THIS LEASE, THE TENANT CERTIFIES THAT:

The Tenant has read, or has had this Lease explained or read to him/her, and the Tenant understands the Lease, and further agrees to be bound by its provisions and conditions as written.

CHATTANOOGA HOUSING AUTHORITY

_____

Print Name and Title

_____

Signature (Date)

TENANT

Print Name

Signature (Date)

EQUAL HOUSING OPPORTUNITY