

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF BALLINGER, TEXAS

Tenant Number	Complex Name	Apartment No.	No. of Bedrooms

I. PARTIES AND PREMISES

The Housing Authority of Ballinger, Texas (hereafter referred to as “**Management**”) does hereby lease to:

_____ (hereafter referred to as “**Resident**”) the premises located at:

Complex Address: _____ Apt. No: _____ Complex Name:

Located at Ballinger, Texas, and any steps, porch, lawn and yard surrounding the apartment, subject to the terms and conditions contained in this Lease. The premises leased are for the exclusive use and occupancy of the Resident and his/her household consisting of the following named individuals, who will reside in the apartment. Resident shall date and initial the following “Members of Household” list whenever a household member moves into or out of the apartment. Unless Management so approves in writing, no additions of household members to Lease shall be made. Management reserves the right to refuse admission to household members who do not meet criteria as outlined in Management’s Occupancy Policy (which is posted in the Management Office and incorporated herein by reference), or whose admission would result in a violation of occupancy standards as outlined in the Occupancy Policy. Resident agrees to wait for Management’s written approval before allowing additional persons to move into the Apartment. Failure by Resident to comply with this provision shall be considered a serious Lease violation and grounds for termination of this Lease. Deletions (for any reason) from the list of household members on this Lease shall be reported by the Resident to Management in writing, within ten (10) days of the occurrence.

Members of Household

Name	Date of Birth	Relationship	Delete/Add	Initial	Date

II. RENT

For Resident leasing after the first day of the month, rent payment is \$_____ to cover the period from _____, ending at midnight on _____. Thereafter, Resident will pay \$_____ rent, payable on or before the first of each calendar month, beginning _____, unless the rent is adjusted as described in Section VII below.

If rent payments and other charges due and payable on the first day of the month are not paid by Resident to Management by the 7th day of the month, a charge of \$10.00 shall be due from and payable by Resident on the first day of the following month, unless Management has issued to Resident a written authorization for late payment.

If Resident is late in payment of rent and the \$10.00 charge has been assessed three (3) times within a twelve (12) month period, a fourth (4th) such late payment within that twelve (12) month period shall be considered a serious Lease violation and grounds for termination of this Lease.

Resident shall pay all rent and other charges at the Management Office at 1401 N 13th St., Ballinger, Texas

A charge of \$25.00 shall be assessed for checks returned for insufficient funds. If the check is not honored by a financial institution by the 7th day of the month, the rent will be deemed unpaid and subject to the \$10.00 late charge. If Resident has a check returned for insufficient funds all future payments must be by money order or cashier's check.

III. LEASE TERM

Unless terminated in accordance with Section XV below, this Lease shall be for an initial term of twelve (12) months and will automatically renew for successive terms of twelve (12) months.

IV. SECURITY DEPOSIT

- A. The Resident shall pay \$_____ as a security deposit. The amount of the security deposit shall be in accordance with Management's Security Deposit Policy (posted in the Management Office and incorporated herein by reference) in effect at the time this Lease is signed by the parties.
- A. After Resident has vacated the apartment and premises have been inspected by Management, the security deposit shall be refunded to Resident, less any charge for:
1. All maintenance and repair charges (beyond normal wear and tear), excess utility charges, rent and/or court costs which are due from Resident pursuant to this Lease at the time Resident vacates the apartment.
 2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear)
 3. The cost of apartment keys which Resident fails to return to the Management Office according to Section VIII A. 24 and 25 of this Lease.

A. SECURITY DEPOSIT WILL NOT BE REFUNDED IF PROPER NOTICE IS NOT GIVEN IN ACCORDANCE WITH SECTION XV BELOW.

No later than the 30th day after Resident vacates the apartment, Management will mail to Resident, at the address Resident provides to Management in a written statement for the purpose of refunding security deposit, either:

1. Resident's security deposit; or
2. An itemized list of deductions from Resident's security deposit and/or the partial security deposit remaining, if any, after aforementioned deductions are applied.

Management shall not return Resident's security deposit or give Resident a written description of damage and charges until Resident gives Management a written statement of Resident's forwarding address for the purpose of refunding the security deposit or until Resident comes to Management Office in person to collect the security deposit, if any, and/or written description of damages and charges.

The security deposit may not be used to pay rent or other charges while Resident is in occupancy.

V. UTILITIES AND APPLIANCES

Management Supplied Utilities: If indicated by a / below, the Management will supply the utility in the site indicated. Management will not be liable for the failure to supply utility service due to any cause whatsoever beyond its control, included but not limited to, acts of God and nature, power failures and employee strikes.

TX077001, Site A & B

Electricity Natural Gas Heating Fuel Water & Sewer Other

TX077002

Electricity Natural Gas Heating Fuel Water & Sewer Other

If indicated by a / below, Management will provide the following appliances for the premises:

Range Refrigerator

Where Management provides utilities, Resident will be assessed and shall pay charges for excess consumption of utilities, if any, according to Management's Occupancy Policy. The rate Management shall use to compute any excess utility charges shall be the same as that used by the utility company.

Resident Supplied Utilities: If Resident resides in a development where Management does not supply all or part of the utilities, Management shall provide Resident with a Utility Allowance in the monthly amount specified in the Utility Allowance Policy (Admissions and Occupancy Policy)

Resident-supplied utilities are paid directly to the utility supplier by the Resident.

1. If the Utility Allowance exceeds the Resident's Total Tenant Payment (as calculated by Management) Management will reimburse the Resident the difference in accordance with the Occupancy Policy.
2. If the Resident's actual utility bill exceeds the Utility Allowance, Resident shall be responsible for paying the difference to the utility company.
3. Paying the utility bill is the family's obligation under the Lease. Failure to pay utilities is grounds for lease termination and eviction.

Resident agrees not to waste the utilities provided by Management and to comply with all applicable laws, regulations, and guidelines of all governmental entities regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a violation of this Lease and grounds for termination of the Lease.

Management may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident sixty (60) days written notice of the revised Allowances.

VI. MAINTENANCE, REPAIR AND SERVICES

Resident will pay charges for maintenance, repair and service beyond normal wear and tear, caused by Resident, household and/or Resident's guests, as reflected in the current Schedule of Other Charges posted in the Management Office and incorporated herein by reference.

Charges pursuant to VI. above will be due on the first day of the month following a two (2) week written notice of the charges sent by Management to Resident. Failure to pay such charges on the date due shall be considered a serious violation of the Lease and grounds for termination of this Lease.

Management shall not be responsible for the repair of Resident-owned appliances or any damages to Resident's possessions/property.

VII. RE-EXAMINATION OF RENT, APARTMENT SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY

Annual Re-examination

1. Management will conduct an Annual re-examination (review) to determine whether or not any changes have occurred in Resident's family circumstances which would affect rent, eligibility and appropriateness of apartment size.
2. Management will review family's compliance with the Community Service/Self Sufficiency Policy, incorporated herein by reference.
3. All adult members of Resident's household must accompany the head of household to the Annual Re-examination interview.
4. Resident will furnish upon request such information and certifications as may be necessary for Management to make a determination with respect to rent, eligibility and appropriateness of apartment size, in accordance with the current Occupancy Policy.
5. Resident's misrepresentation or failure, if any, to report facts relevant to the Annual Re-examination (for example, changes in income and household members) shall be considered a serious violation of this Lease and grounds for termination of this Lease.

Changes in Rent

1. Rent will not be changed during the first year of this Lease or between Annual Re-examinations unless during such period:
 - a. It is determined that rent is based on false or incomplete information supplied by Resident;
 - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management);
 - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable;
 - d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law.
 - e. An increase in annual gross income of \$ 600.00 or more has occurred.
 - f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent.
 - g. Public Assistance (for example, TANF, SSI) to Resident or household member is begun or is terminated, EXCEPT that, pursuant to Section 512, Subsection 12(d) of the Quality Housing and Work Responsibility Act of 1998, RENT WILL NOT BE REDUCED DUE TO REDUCTION OR SUSPENSION OF WELFARE BENEFITS IF THE REDUCTION OR SUSPENSION IS DUE TO "FRAUD OR FAILURE TO PARTICIPATE IN AN ECONOMIC SELF-SUFFICIENCY PROGRAM OR COMPLY WITH A WORK ACTIVITIES REQUIREMENT."; and/or
 - h. There is a change in Resident's family composition (for example, size) that would affect rent.
2. Any and all changes in family income and composition (for example, size) that would cause a change in rent must be reported by Resident to Management within ten (10) days of such change(s).
3. No change will be made in rent until Management has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment from Management.

- a. **Decreases** in rent will be effective the first day of the month following the month in which the change was reported to and verified by Management.
 - b. **Increases** in rent will be effective the first day of the second month following the month in which the change was reported to and verified by Management, unless the increase is due to false or incomplete information supplied by the Resident.
 - c. If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to Management.
4. Resident will accept a **"Notice of Rent Adjustment "** as an amendment to this Lease.

C. Changes in Apartment Size

Should the Resident's family composition cease to conform to Management's Occupancy Standards as outlined in the Management's Occupancy Policy, Resident will transfer to an appropriate size apartment after receiving appropriate notification by Management that such apartment is available.

- B. Management shall not begin eviction proceedings, or refuse to renew a lease, based upon the income of the Resident family unless:
1. Management has identified for possible rental by the family, other decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's gross rent, or
 2. Management is required to do so by law.

VIII. RESIDENT / MANAGEMENT OBLIGATIONS

A. RESIDENT AGREES:

1. To use the apartment solely as a private dwelling for the exclusive use of Resident and Resident's family as listed in Section I above, and not to use or permit the use of the apartment for any other purpose except as approved in writing by Management. With written consent of Management, Resident and household members may engage in legal profit making activities in the apartment, where Management determines that such activities are incidental to primary use of the leased unit for residence by Resident and members of Resident's household.
2. Not to assign this Lease, sublet, or transfer possession of the premises to persons not listed as occupants in Section I above.
3. Not to provide accommodations to boarders or lodgers, or other persons not listed on the Lease, except that Resident may, with Management's written approval, give accommodations to foster children or a person providing live-in care for a member of the household.
4. Not to have guests or visitors in the apartment for more than three (3) consecutive days without prior written approval of Management. A guest is defined as a person in the leased apartment or on the property with the consent of a Resident's household member. Management may regulate, limit or prohibit from Housing Authority property guests who have been disturbing other residents or violating this Lease or Management Policies. Persons subject to Lifetime Registration as a Sex Offender are not allowed on Housing Authority property for any reason or length of time.
5. To notify Management in advance and to make arrangements for the care of the leased premises if Resident and Resident's household plan to be away from the premises for more than fifteen (15) consecutive days.
6. To abide by and see that Resident's household members and guests abide by such necessary and reasonable regulations as may be set forth by Management for the benefit and well-being of the apartment community and which shall be posted in the Management Office and incorporated herein by reference.
7. To refrain from, and cause members of the Resident's household to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the premises of any of Management's developments,

unless verified physical handicap warrants the use of a pet or unless animal is registered as a pet in accordance with Management's Pet Policy (which is posted in the Management Office and incorporated herein by reference).

8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, elevators and other facilities and appurtenances (accessories) to the apartment.
9. To comply with all obligations imposed upon Residents by applicable provisions of City, State and Federal codes which materially affect health and safety.
10. To use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors and to dispose of all garbage, rubbish and other waste in a sanitary and safe manner; and to abide by Management's Housekeeping Policy, incorporated herein by reference.
11. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the premises; to insure that smoke alarms are operable at all times.
12. Not to make any repairs or alterations or install any equipment, including new locks and/or radio or television/satellite antennae.
13. To avoid obstructing sidewalks, areaways, passages or stairs, and to avoid using these for purposes other than going in and out of the apartment.
14. To cooperate with Management in maintaining yards assigned to Resident in a neat and orderly manner, by picking up and removing trash, and by mowing lawn assigned to Resident's apartment, unless an agreement has been signed providing for the lawn to be mowed by Management for a fee, as designated in the Schedule of Other Charges. Residents unable to perform the above tasks due to age or disability shall be exempt from this provision.
15. To refrain from placing signs of any type in or about the apartment except those allowed under applicable zoning ordinances and then only after having received written permission from Management.
16. To refrain from, and to cause Resident's household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises, complex buildings, facilities, or common areas.
17. To notify Management immediately of any conditions in or about the apartment that are hazardous to health and safety of Resident, household members or other residents and that are in need of repair.
18. To pay reasonable charges (beyond normal wear and tear) for repair of damages to apartment or to the complex caused by the Resident, Resident's household members or guests, according to the Schedule of Other Charges posted in the Management Office and according to Section VI of this Lease.
19. To pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, any household member or guest, as determined by the Fire Department. Such fire and smoke damage charges shall be the amount of the repair/replacement, actual costs, or the deductible amount on the Management's fire insurance policy, whichever is less.
20. To act in a cooperative manner with neighbors and Management staff. To refrain from and cause Resident's household members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Management staff.
21. To act, and cause Resident's household members and guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will be conducive to maintaining all Housing Authority developments in a decent, safe and sanitary condition.

Behavior resulting from alcohol abuse that Management determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents shall be cause for termination of tenancy and for eviction from the apartment.

22. Not to display, use, or allow Resident's household members or guests to display or use any firearms (operable or inoperable) or other weapons (as defined by the Texas Penal Code) in violation of the laws of the State of Texas, anywhere on the property of the Housing Authority.

23. That the Resident, all members of the Resident's household, guests and all other persons under the Resident's control shall not engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; or
 - b. Any drug-related criminal activity on or off such premises.

Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.

For purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

c. Any violence against the Resident or a household member. In this instance, "violence" means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Resident or tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this lease because the Resident or tenant or an immediate member of the tenant's family is a victim of that violence. Terms in this paragraph shall further have the meanings given them in Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) as amended.

24. Not to allow in or near the dwelling unit any person, who is under a notice of trespassing, has been evicted for violence or has been banned by Management from the Housing Authority property. It will be a serious violation of this Lease to allow any such person in or near the dwelling unit after notice to Resident of the person's name and nature of trespass notice or ban notice.
25. To leave the apartment in clean and in good condition upon vacating (reasonable wear and tear expected) and to return to the Management Office all apartment keys on the first business day after Resident vacates the apartment.
26. To pay the cost of replacement keys to apartment that Resident fails to return to the Management Office according to number 24 above and according to the Schedule of Other Charges posted in the Management Office.
27. Residents are prohibited to install window airconditioners, of any type, when the unit they reside in is equipped with central airconditioning.
28. Residents may not use their own personal appliances when those appliances are furnished by the Housing Authority
29. No use of skate boards, roller blades and skates, scooters, bicycles, etc. will be allowed on Housing Authority property and especially not allowed on sidewalks, parking areas, porches, etc. (3/21/2001, Res. # 903)

B. MANAGEMENT AGREES:

1. To keep the building facilities, common area and grounds, not otherwise assigned to Resident for maintaining and upkeep, in a decent, safe and sanitary condition.
2. To comply with requirements of all applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the premises, within a reasonable time period, upon receiving appropriate notice from the Resident.
4. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (ranges and refrigerators) supplied or required to be supplied by Management.
5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for deposit of garbage, rubbish and other waste removed from the premises by residents in accordance with Section VIII, A, 10, above.
6. To furnish utilities in accordance with current Occupancy Policy and as outlined in Section V of this Lease.

7. To notify Resident in writing of the specific grounds for any proposed adverse action (including, but not limited to proposed lease termination, transfer of Resident to a different apartment, rent increase, charges for maintenance or for excess utility usage) and of the right to a hearing under the Management's Grievance Procedure posted in the Management Office and incorporated herein by reference.
 - a. In the case of lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (l) (3) shall constitute adequate notice of proposed adverse action.
 - b. If the resident is disabled or handicapped, Management will provide assistance in accordance with the equal access statement in the Occupancy Policy.
 - c. Management shall not take any proposed adverse action until time for Resident to request a hearing under the Grievance Procedure has expired or the grievance process has been completed.
8. To inspect the apartment with Resident or his/her representative before Resident moves in and to give Resident a written statement of the condition of the premises and equipment provided, signed by both parties.
9. To inspect the apartment when Resident moves out and give Resident a written statement of charges, if any, for repairs. Resident shall be notified and may participate in this inspection unless Resident has vacated without notice. A video camera will be used in all move-out inspections to document the condition of the apartment at move-out.
10. To post in the Management Office copies of all rules, regulations, schedules of charges and other documents which are part of this Lease (by attachment or reference), and to make these available to the Resident.
11. For all aspects of this Lease and the Grievance Procedure, to provide disabled persons reasonable accommodation to the extent necessary to provide such persons with an opportunity equal to that of a non-disabled person to use and occupy the apartment.
12. To enforce the terms of this Lease fairly, impartially and in good faith.

IX. PARKING

Management may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. Management may have improperly parked vehicles removed from the premises, under applicable State statutes. A vehicle is prohibited on Housing Authority property if it:

1. has flat tires or other conditions rendering it inoperable;
2. has an expired license or inspection sticker;
3. takes up more than one parking space;
4. belongs to a Resident or Resident's household member who has surrendered or abandoned the apartment;
5. is parked in a marked handicap space without the legally required handicap insignia;
6. blocks another vehicle from exiting;
7. is parked in a fire lane or designated "no parking" area; or
8. is parked in a space marked for other residents.
9. is parked on the grass or other area not intended for parking.

X. DEFECTS AND CONDITIONS HAZARDOUS TO LIFE, HEALTH AND SAFETY

In the event that the apartment is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

A. Management Responsibilities

1. Management shall be responsible for repairs of the unit within a reasonable period of time after receiving notice from Resident, provided that, if the damage was caused by Resident, household members or guests, the reasonable cost of the repairs shall be charged to and payable by the Resident to Management.
2. Management shall offer Resident replacement housing, if available, if necessary repairs cannot be made within a reasonable time. Management is not required to offer replacement housing if the hazardous condition was caused by Resident, household members or guests.
3. In the event repairs cannot be made by Management within a reasonable period of time or alternative housing is unavailable, then rent shall be reduced in proportion to the seriousness of the damage and loss in value as a dwelling as determined by Management. However, no reduction of rent shall occur if Resident rejects an offer by Management of alternative housing or if the damage was caused by the Resident, household members or guests.
4. If Management determines that the unit should not be occupied because of an imminent danger to life, health and safety of Resident and household, and alternative housing is refused by Resident, this Lease shall be terminated and any rent paid for the month in which the Lease is terminated will be refunded to Resident.

B. Resident Responsibilities

1. Resident shall notify Management immediately of any damage or condition hazardous to life, health or safety.
2. Resident shall accept any replacement housing offered by the Management during repair period.
3. Resident shall continue to pay full rent, less the discount, if any, agreed upon by Management, during the time damage remains unrepaired.
4. Resident agrees to pay the cost of repairs for damage that is determined to be the fault of the Resident, household members, or guests.

XI. ENTRY OF THE PREMISES DURING OCCUPANCY

- A. Resident agrees that the authorized agent, employee or representative of Management shall be permitted to enter Resident's apartment during reasonable hours for the purpose of performing routine inspections, maintenance, and pest control making improvements or repairs, showing premises for re-leasing and determining occupancy of the apartment when reasonable doubt exists as to Resident's occupancy therein. A video camera will be used to document the condition of an apartment when necessary.
- B. Management will give to Resident at least two (2) days notice in writing stating the day and approximate time of the planned entry.
- C. Management may enter Resident's apartment without notice to Resident if entry is requested by Resident or if there is reasonable cause to believe an emergency or urgent situation exists. If Resident and all adult household members are out of the apartment at the time of entry, Management will leave written notice of the date, time and purpose of such entry.

XII. KEYS

Management will provide Resident 2 apartment keys. Resident may not duplicate such keys. Any member of the Resident's household per Section I of this Lease who has moved out of the apartment is no longer entitled to keys unless Management expressly so authorizes in writing.

XIII. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS OR VIOLENT RESIDENTS

1. Resident delegates to Management the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Housing Authority property by non-residents or terminated violent Residents of the Housing Authority, unless the express written permission of Management is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Housing Authority. Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.
2. Management reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests (as defined herein) who;
 - a. Conduct themselves in a manner to disturb the Resident's peaceful enjoyment of their accommodations, community facilities or other areas of the Housing Authority property;
 - b. Engage in illegal or other activity, which would impair the physical and social environment on Housing Authority premises;
 - c. Engage in any activity that may threaten the health, safety or peaceful enjoyment of the Housing Authority premises by Residents of the Housing Authority, employees of the Housing Authority, or persons lawfully on the premises;
 - d. Engage in criminal activity or drug-related criminal activity (as defined herein), on or off Housing Authority premises;
 - e. Engage in destroying, defacing, damaging or removing Housing Authority equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Housing Authority premises;
 - f. Engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Housing Authority premises;
 - g. Intentionally violate necessary rules, regulations, policies and/or procedures set forth by Management for the benefit and well being of Management, Residents, employees and premises, in effect at the time this Lease is entered into and hereafter promulgated by Management, of which such non-residents have been made aware.

Management shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XIV. ABANDONMENT AND ABANDONED PROPERTY

- A. If the Resident and all household members are absent from the premises for seven (7) consecutive days during the Lease term or any renewal or extension period while rent is delinquent, the premises may be deemed by Management as abandoned if inspection shows that all or most of the Resident's property has been removed. If Resident and household members are absent from the leased premises for thirty (30) consecutive days and the rent is thirty (30) days delinquent, the apartment and property will be deemed abandoned.
- B. Management may secure Resident's abandoned apartment against vandalism and attach a notice of entry to the door of said apartment. If there is no response to this notice of entry after forty-eight (48) hours or if all Resident's possessions have been removed, Management will take possession of the apartment, provided that the rent still remains unpaid.
- C. Any possessions left in Resident's abandoned apartment will be removed and stored by Management, at the expense of the Resident. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease as follows:
 1. Any sale of Resident's property under this Lease shall take place only after a thirty (30) day written notice of time and place of sale is sent certified mail and return receipt requested to Resident at Resident's last known address

2. Sale will be public and subject to any recorded chattel mortgage or financing statement.
 3. Sale shall be to the highest cash bidder; proceeds shall first be credited to cost of sale and then to indebtedness; and surplus shall be mailed to the Resident at his/her forwarding or last known address.
- D. Resident may claim possessions at any time prior to the sale.
- E. Nothing in this Section shall limit Management's right to immediately dispose of trash or other property appearing to have no value.

XV. NOTICE PROCEDURES

- A. Notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household or sent by prepaid first class mail properly addressed to Resident at the apartment address.
- B. Notice to Management shall be in writing and either delivered to the Management Office or sent by prepaid first class mail properly addressed to: 1401 N 13th St., Ballinger, Texas 76821
- C. If Resident is visually impaired, all notices will be in an accessible format.

XVI. TERMINATION OF LEASE

- A. Notice of termination by either party to this Lease may be given on any day of the month.
- B. Resident may terminate this Lease only by giving **thirty (30)** days written notice to Management in the manner specified in Section XIV above.
- C. Management may terminate or refuse to renew this Lease for serious or repeated violations of Resident's obligations under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate this Lease for serious or repeated violations, shall not constitute waiver or prohibit Management from terminating the Lease upon a Resident's subsequent serious or repeated violations of the Lease.
- D. Management shall give Resident written notice of such termination as outlined in Section XIV above. Such notice shall:
 1. include the specific grounds for termination;
 2. Inform Resident of his/her right to make such reply as he/she may wish;
 3. Inform Resident of his/her right to examine the Management's documents directly relevant to the termination or eviction; and
 4. Inform Resident of his/her right to request a hearing in accordance with the current Grievance Procedure.
- E. Notice to vacate may be combined with and run concurrently with notice of lease termination. The Notice To Vacate must be in writing and specify that if Resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against Resident. Notice shall be:
 1. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
 2. Three (3) days in the case of creation or maintenance of a threat to the health, safety or security of any Resident, guest, or Management employee.
 3. Thirty (30) days in all other cases.
- F. Resident shall pay all court costs and Management's reasonable attorney's fees and other expenses incurred in enforcing or defending this Lease and in recovering possession of the premises unless Resident prevails in such legal action.
- G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

- H. This Lease shall terminate upon abandonment of the premises by Resident, as outlined in Section XIII of the Lease.
- I. If this Lease is terminated because of criminal activity, Management will notify the United States Post Office that Resident is no longer a resident of the Management (Housing Authority) and does not receive mail at this address.
- J. Management may not terminate this lease due to violence as to any Resident or Tenant or Tenant with a household member who has been the victim of violence except as to Residents or Tenants who engaged in such violence.

XVII. BIFURCATION OF LEASE

This lease may be bifurcated by Management as to, on the one hand, a Resident, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Residents, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Resident, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Residents, tenants, and lawful occupants may continue under the lease and request rent adjustment.

XVIII. GRIEVANCE PROCEDURE

All grievances, disputes or appeals arising from this Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Management Office and incorporated herein by reference. **Grievances associated with termination of tenancy related to any activity, not just criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of Management, and to any drug-related criminal activity on or off Management's premises, are excluded from the Grievance Procedure.**

XIX. COMMUNITY SERVICE/SELF SUFFICIENCY ACTIVITY REQUIREMENT

The Quality Housing and Work Responsibility Act of 1998 requires, AS A CONDITION OF LEASE RENEWAL, that all non-exempt Public Housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. Failure to comply with the Authority's Community Service/Self Sufficiency Policy, incorporated herein by reference, may result in non-renewal of this Lease,

XX. PRE-SUIT MEDIATION

Resident agrees that should Resident have any dispute with this Lease, with Management or any matter in any way related to Resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVI of this Lease, it is a precondition to Resident filing any action concerning any such dispute that Resident submits the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon Resident giving notice of a request for mediation, Management will make itself available for mediation within thirty (30) days of that notice.

XXI. WAIVER

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

XXII. SMOKE DETECTORS

Management will furnish smoke detectors as required by law and will test them and provide working batteries when Resident first moves into apartment. After that, Resident must pay for and replace batteries as needed, unless the law provides otherwise. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Management. Neither Resident nor Resident's household members or guests may disconnect smoke detectors. **If Resident, Resident's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, Resident may be liable to Management under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees.** Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

XXIII. LIABILITY

Management will not be liable to Resident, Resident's household or guests for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or omissions of other persons. Management will not be liable to Resident, Resident's household, guests, or persons who have left property with Resident, for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Management strongly recommends that Resident secure his/her own insurance to protect against all of the above occurrences. Resident agrees that existing locks and latches are safe and acceptable, subject to Management's duty to make needed repairs of same upon written request by Resident. Management shall have no duty to furnish smoke detectors, security guards, or additional locks and latches, except as required by law.

XXIV. DISCLOSURE RIGHTS

If information is requested from Management regarding Resident or Resident's rental history for purposes of law enforcement, government or business, Management may provide such information to other persons, agencies or companies.

XXV. ACCOMMODATION OF PERSONS WITH DISABILITIES

- A. A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- B. Management shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.
- C. If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and Management cannot make any reasonable accommodation that would enable Resident to comply with the Lease THEN; Management will assist Resident, or designated beneficiary stated in Section XXVI, to find more suitable housing for Resident. If the designated beneficiary is unwilling and there are no family members who can or will take responsibility for moving Resident, Management will work with appropriate agencies to secure suitable housing and will terminate the Lease.

XXVI. DESIGNATION OF BENEFICIARY

- A. Resident designates the following adult person as Resident's beneficiary and delegates to them authority to:
 1. Assist Management in determining a reasonable accommodation that would enable Resident to comply with the Lease.
 2. Assist in relocating Resident in the event Resident is no longer able to comply with the material provisions of this Lease.
 3. Remove from the premises and take possession of Resident's personal property in the event of the death or incapacity of Resident, or in the event that this agreement is terminated by Management and Resident is otherwise unavailable:

Name: _____

Relationship: _____

Address: _____

Home Phone: _____

Business Phone: _____

XXVII. MODIFICATION OF THIS LEASE

- A. This Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) day written notice to each resident setting forth the opportunity to present written comment which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each resident or posted in at least three (3) conspicuous places in the Management Office.
- B. **THIS LEASE, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT EVIDENCES THE ENTIRE AGREEMENT BETWEEN MANAGEMENT AND RESIDENT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, SIGNED AND DATED BY ALL PARTIES TO THIS LEASE, EXCEPT FOR SECTION I. HOWEVER, NOTHING SHALL PRECLUDE MANAGEMENT FROM MODIFYING THIS LEASE TO TAKE INTO ACCOUNT REVISED PROVISION OF LAW OR GOVERNMENT ACTION.**

XXVIII. SEVERABILITY

If any provision of this Lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XXIX. OTHER CONDITIONS OF LEASE

TENANT CERTIFICATION

The Resident certifies that he/she and other members of the Household have not committed any fraud in connection with any Federal housing assistance program, unless any such fraud was fully disclosed to the PHA before execution of the Lease, or before PHA approval for occupancy of the unit by the Household member and all information or documentation submitted by the Resident and other members of the Household to the PHA in connection with any Federal housing assistance program (before and during the lease term) are true and complete to the best of the Resident’s knowledge and belief.

- .A. _____ THE RESIDENT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS LEASE IN ITS ENTIRETY, UNDERSTANDS IT AND AGREES TO ABIDE BY ALL PROVISIONS THEREIN.
- B. _____ THE RESIDENT HEREBY ACKNOWLEDGES THAT THIS LEASE HAS BEEN FULLY EXPLAINED TO HIM/HER IN ITS ENTIRETY, THAT HE/SHE UNDERSTANDS IT AND AGREES TO ABIDE BY ALL PROVISIONS THEREIN.

This lease consists of 29 Sections on 14 pages.

IN WITNESS WHEREOF, the Parties have executed this Dwelling Lease this _____ day of _____, _____ at The office of the Ballinger Housing Authority, Ballinger, Texas

Resident

Representative of Housing Authority

Copies of the following have been provided to Family:

- | | |
|---|--|
| <input type="checkbox"/> Additions to the Household & Family | <input type="checkbox"/> Over/Under Housed Statement |
| <input type="checkbox"/> Asbestos Containing Material Information / Certification | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Certification of Notification of UIV Tools | <input type="checkbox"/> Policy on Installation of Satellite Dish |
| <input type="checkbox"/> Community Service/Self Sufficiency Policy | <input type="checkbox"/> Policy on Use of Community Building |
| <input type="checkbox"/> Fact Sheet on How Rent is Determined | <input type="checkbox"/> Schedule of Other Charges |
| <input type="checkbox"/> Family Choice of Rental Payment | <input type="checkbox"/> Security Deposit Policy |
| <input type="checkbox"/> Grievance Procedure | <input type="checkbox"/> Smoke Detector Certification |
| <input type="checkbox"/> Heating & Air-conditioning Operating Instructions | <input type="checkbox"/> Inspection Final Summary Report |
| <input type="checkbox"/> Housekeeping / Other Information Policy | <input type="checkbox"/> No Smoking Policy |
| <input type="checkbox"/> HVAC Filter Change Notice | <input type="checkbox"/> Applicant / Tenant Certification |
| <input type="checkbox"/> Lawn Care Agreement | <input type="checkbox"/> Natural Disaster Response Policy |
| <input type="checkbox"/> Lead-Based Paint Brochure/Certification/ Lead | <input type="checkbox"/> Resident Advisory Board Membership Choice |
| <input type="checkbox"/> Minimum Rent Hardship Exemption Request | <input type="checkbox"/> Violence Against Women Act (VAWA) |
| <input type="checkbox"/> One Strike/Your Out Policy | <input type="checkbox"/> What You Should Know About EIV |

EMERGENCY MAINTENANCE NUMBER: 365-2629

If you require Emergency Maintenance, call the office telephone, 365-2629 and listen to the message, then call the number given in that message. For all other maintenance or other matters, just leave a message on the recorder and we will get it when we come in.

Do not call the emergency maintenance number unless you have an emergency.