

APARTMENT LEASE
Columbia Housing Authority
201 Dyer Street
Columbia, TN 38401

Account No.
Apartment Size
Apartment No.

Monthly Rent: \$ _____
Sec. Deposit: \$ _____
Move-In Date: _____

The Columbia Housing Authority (referred to herein as "CHA") leases to _____ (referred to herein as Resident") the apartment described below under the rules and regulations necessary to continue to occupy the apartment. In this lease, Resident expresses an understanding of the specific terms as follows:

1. NAMES AND ADDRESSES

A. My apartment address is: _____
and it is located in Columbia, Tennessee.

_____ Community

B. The People who will live in my apartment are:

Name of Household Members Relationship to Resident DOB SSN#

*****IMPORTANT: Under the terms of this lease, only these people can live in my apartment or use this as their mailing address.**

2. AMOUNT AND DUE DATE OF RENT PAYMENTS AND OTHER CHARGES

A. Rent charges
My rent for the rest of this month will be \$_____. I will pay this now. Then my rent will be \$_____ which is due and payable the first work day of every month. This will start on _____. If I am under process of eviction for any reason, *my rent will be accepted with reservations and is not a waiver of any eviction proceedings for my failure to pay same.* This rent will remain in effect unless adjusted in accordance with Section 5, or in accordance with Rent Schedules, Requirements, or Regulations established by the Department of Housing and Urban Development.

B. Other Charges

I may be charged for maintenance and repairs at my apartment if it is beyond “normal wear and tear”. Consumption allowances for utilities are given on the attached Schedule of Utility Allowance (as may be amended by CHA). The resident is responsible for any excess utility charges that occur over and above the Utility Allowance. Maintenance and repair charges will be assessed based upon actual cost to CHA as posted at CHA office. The other charges identified in this section shall become due and payable on the date stated in any notice to me but no sooner than fourteen (14) days after delivery of the notice. **Failure to pay these charges when due may result in the termination of my lease and my eviction from the lease premises.**

C. Late Charges

In the event rent and other charges are not paid in full *by the 5th business day of the month at 4:00 p.m., a late charge of \$2.00 per day* will be added to the account as part of my current bill. If the 5th falls on a holiday or weekend, late charges will be added at the close of the next working day.

D. Lease Term

This lease begins on _____. The term shall be one year and shall renew automatically each year, unless terminated due to my or a member of my household’s non-compliance with the Community Service requirements of the Admission & Continued Occupancy Policy (“hereby referred to as ACOP”) of the CHA or terminated by virtue of any other provision of this lease (i.e. Section 14 and 15).

3. SECURITY DEPOSIT

- A. I agree to pay a **\$100.00** security deposit which could be used by CHA at the termination of my lease toward any of the following:
- 1) Unpaid rent;
 - 2) Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report and;
 - 3) Other charges due under the Lease.
- B. After I have notified CHA, in writing, that I have permanently moved out of the apartment, CHA will return the security deposit less any charges in accordance with Section 3, A and Section 15, F.
- C. CHA shall provide me with a written list of any charges made against the security deposit. If I disagree with the amounts deducted, I will be afforded a grievance hearing upon timely written request for same. See

CHA Grievance Procedures and Policies for timely request for a grievance.

If I fail to provide written notification of my intention to vacate the leased premises, or if I fail to timely request a written list of any charges made against my security deposit, such failure may result in my waiver of any right to contest a refund of any part of my security deposit.

4. UTILITIES

- A. Utilities will be furnished by CHA and/or by me as specified in the attached Schedule of Utility Allowances as promulgated by HUD. I agree to accept changes in the schedule as may be adopted by CHA. If I pay utilities, and the allowance for the utilities is greater than my family's total rent payment, I will be reimbursed the difference.
- B. I agree to maintain heat to my apartment sufficient to prevent pipes from freezing. If for any reason, I am unable to maintain sufficient heat, I will immediately notify CHA. I will be charged for any damages resulting from my failure to maintain sufficient heat or to notify CHA.

I will conserve all the electricity and water I can. I will keep outside lights off during the day, keep my windows and door closed during the winter, and do other things to conserve energy. I will not permit anyone to use my electricity and water, except for the necessary use of household members. I will report all water leaks to the office *immediately*.

I will put normal household garbage and/or trash in the provided container and place it at the curb on the appropriate pickup day. I will not put furniture, tires, etc. in the container or on the curb unless it is a designated pickup day by the City of Columbia or CHA. I can be charged for failing to dispose of my garbage properly.

- C. The following services and equipment will be furnished by CHA without additional cost: range, refrigerator, and hot water heater. However, CHA is not responsible for damages to food or other personal property caused by the malfunction of a range or refrigerator.

5. SETTING MY RENT AND APARTMENT SIZE

- A. Annual Reexamination
If I am paying rent based on my income, then once each year I must meet with the manager at CHA to participate in the annual reexamination. I agree to furnish CHA a signed statement and certification containing

accurate information as to family income, employment, and composition, for use by CHA in determining whether the rent should be changed or whether the apartment is still appropriate for my needs. This determination will be made in accordance with the approved schedule of Rents and Statement of Income and applicable regulations available in the CHA office and as promulgated by HUD. Changes resulting from the annual reexamination shall be effective as of the annual reexamination date. Income reviews will be held every third year if I have chosen the ceiling/flat rent option. If I have chosen this option, I will be notified at the appropriate time for my income recertification date.

B. Special Reexamination

If at the time of admission, annual reexamination, or interim predetermination, CHA is unable to arrive at a reasonable estimate of my income for the following twelve months (after I have furnished the required statements and certification), a special reexamination shall be scheduled for a later date, and I will be placed on a Temporary Rent based upon the best available data. If necessary, retroactive charges or credits shall be made at the time of the scheduled special reexamination.

C. Interim Predetermination

Modified Interim Reporting: During the period between annual reexamination, I will be on a modified reporting basis. This means that **I am required to report all changes in family composition and all new income of any kind within ten (10) days after they occur.** Cost of living adjustments (COLA) Increases in wages for a previously disclosed employer, or in pensions, AFDC, Social Security and/or SSI checks need not be reported unless I was not receiving payment from one of the above referenced sources at my last examination.

D. Interim Changes In Rent

- 1) Increases in rent are to be made effective the first day of the second month following that in which the change occurred.
- 2) Decrease in rent is to be made effective as of the first day of the month following that in which the change is reported. However, no decrease shall be made until I have furnished adequate documentation to justify the decrease.
- 3) A family may request an interim reexamination of family income or composition at any time. CHA will make the interim reexamination within a reasonable time after the family's request.

E. Interim changes in rent may be made by CHA if necessitated by changes in the attached Schedule of Utility Allowances or as otherwise authorized/mandated by HUD.

- F. If it is found that I have misrepresented and/or failed to report facts upon which the rent is based, so that the rent paid is less than I should have been charged, then the increase in rent shall be made retroactive to the date that the increase would have taken effect. The resident will be subject to the Fraud Policy as stated in the CHA ACOP (Admission and Continued Occupancy Policy).
- G. In the event of any rent adjustment pursuant to this section, CHA will mail or deliver a notice to me, which will be an amendment to this lease.
- H. Upon a determination by CHA that my apartment is not of proper size based on family composition, I agree to transfer to the proper size apartment upon receipt of a notice from CHA as soon as an appropriate apartment becomes available. Failure to comply with this requirement may be the basis for the termination of this lease and initiation of court action to evict me and gain possession of the apartment.
- I. The notice referred to in Subsections “G” and “H” of this part provide that I may request an explanation of these determinations. If I do not agree with such determination, I may request a hearing under CHA’s Grievance Procedure.
- J. Any and all documents for certification/reexamination purposes become part of this lease by reference.
- K. CHA will not reduce my rent because of a reduction in my or my family’s welfare assistance specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with any work activity requirement. A reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy work activity requirements if the reduction results from:
 - 1) The expiration of a lifetime limit on receiving benefits;
 - 2) When a family has sought but cannot find employment;
 The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five-year-period.

6. WHAT I AGREE TO AS A CHA RESIDENT (includes family and friends)

I agree **NOT TO** do the following as a resident of CHA:

- A. I must not do anything against the law. I must not harm the social environment of the community in which I live. I must not disturb my neighbors nor will I let my family or visitors do this.

- B. I must not give inaccurate information to any representative of CHA, to get lower rent or otherwise.
- C. I must not transfer or sublease the apartment to anyone else.
- D. I must not provide accommodations for boarders or lodgers without the written consent of CHA. This includes convicted felons, sex offenders, or persons on the CHA Banned (No Trespass) List. _____
- E. I must not keep a pet in or around the apartment unless I have signed a separate "Pet Lease" and have paid a special deposit. There will be a \$20.00 charge imposed for the first time an unauthorized pet is discovered without a Pet Lease in effect. Eviction will result from a second occurrence.
- F. I must not leave or permit others to leave inoperable and/or abandoned vehicles on Authority property, parking spaces, or on the street. I must park automobiles and other motorized vehicles in designated parking areas only with the official CHA parking permit affixed inside on the back windshield. I agree not to display vehicles for sale or to grease, change oil, or make repairs to such vehicles except where necessitated by emergency.
- G. I must not drive or park cars, trucks, motorcycles, or vans on lawns for any reason, nor let family or visitors do this. CHA may charge \$5.00 per day for each occurrence discovered.
- H. I must not bring any gasoline (fuel)-operated equipment, containers or other flammable items into my apartment.
- I. I must not install any appliances or equipment, including but not limited to, extension telephone, waterbed, air conditioner, clothes dryer, stove, refrigerator, ham radio set, transmitter, satellite dish, cable or other antennas UNLESS I HAVE WRITTEN PERMISSION from CHA. If I do not get permission and follow CHA directions, **I will pay CHA for any costs or damages.** I must remove any unauthorized appliances or equipment immediately upon notice from CHA.
- J. I must not damage any part of my apartment or the property in the community. I must not let my family or visitors do this.
- K. I must not use the apartment for anything but a place to live for me and members of my family as listed at Paragraph 1B. I will report to the office anytime the apartment is going to be vacant more than *five (5) days*, or if someone other than the persons listed at Paragraph 1B is living in the apartment. Unless notified otherwise, in writing, CHA will assume the apartment is abandoned, and may remove any personal property in the apartment.
- L. I must not make any modifications to the building or grounds, including but not limited to: changing appliances or fixtures, painting (including feather painting) or installing wallpaper unless I obtain permission from CHA. I must not display any signs, use tacks, nails, screws, fasteners or floor coverings in my apartment except when authorized by CHA. I must not put up decals, contact or wall paper, or other sticky/adhesive materials

on fixtures, appliances, equipment, walls, floors or furnishings. I must not plant or remove landscaping materials without prior approval of CHA.

I agree TO the following as a resident of CHA:

- M. I agree that neither I, nor any member of my household, a guest, or other person under my control, shall engage in:
- 1) Any activity that threatens the health, safety or right to peaceful enjoyment of CHA's public housing premises.
 - 2) Any activity prohibited under Section 14 or Section 6 of this lease.
- N. I agree to keep my apartment in a clean, neat and safe condition. I must properly bag and dispose of all my trash. Plastic bags must be used and placed in the appropriate container as provided by the City of Columbia. The garbage container should be placed at the curb on the day of pickup and returned to the rear of the unit the same day. CHA may charge me for any noncompliance of this section.
- O. I agree to let CHA know immediately if there is any unsafe condition. I must alert CHA within 24 hours if something needs to be fixed.
- P. I agree to let CHA do repairs even if I have not requested them. I will have to pay for these repairs if they are necessary and not "normal wear and tear".
- Q. I agree to cooperate and communicate with CHA to solve problems. One way I can do this is by attending Resident Council meetings, classes, or seminars if notified by CHA.
- R. I agree to keep all children in my household under the age of 17 in school, unless they are sick. Failure to do so may result in my eviction.
- S. I agree to provide CHA with a police report if someone who is resident or non-resident has vandalized (damaged) my apartment on the inside or outside.
- T. I agree to move personal belongings out of the way when CHA's workers come to the apartment. CHA will notify me in advance if it plans to work in the apartment.
- U. I agree to make sure smoke detectors are working as required by law. If my smoke detector is not working properly, I must report it to CHA immediately. I must not disable the smoke detector. Tampering with smoke detectors is a threat to the safety of residents. There will be a

\$20.00 charge imposed the first time a smoke detector is disabled. Eviction will result from a second occurrence.

- V. I agree to have sufficient renters insurance to cover loss or damage to any personal property that I may own. CHA is not responsible for any such loss or damage to my personal property. _____
- W. I agree to be very careful to prevent fires. I must report any fire immediately. I must clean my apartment if it is damaged by smoke or if repairs must be made. I will have to pay for damages if the fire is found to be my fault or the fault of a household member, family or guest.
- X. I agree to promptly (within 10 days of receipt) furnish to CHA any letter from HUD, IRS, or other official agency concerning the amount or verification of family income.
- Y. I agree to comply with the Community Service requirements of the Admissions & Continued Occupancy Policy (ACOP) of the Columbia Housing Authority, including obtaining and providing verification of volunteer service performed by me and by household members. If I fail to participate, this may result in the non-renewal of my Lease or eviction
- Z. I agree to comply with HUD's "One-Strike and You're Out Policy" regarding illegal drugs which is included in Section 14, Grounds for Termination.

7. WHAT CHA MUST DO

I understand that CHA will do the following things:

- A. CHA must maintain the premises and the apartment in decent, safe and sanitary condition.
- B. CHA must comply with requirements of applicable building codes, and HUD regulations materially affecting health and safety.
- C. CHA must make necessary repairs to the premises.
- D. CHA must keep CHA owned buildings, facilities and common areas, not otherwise assigned to me for maintenance and upkeep, in a clean and safe condition.
- E. CHA must maintain in good working order and condition the electrical, plumbing, sewer, heating, ventilating and other facilities and appliances, supplied or required to be supplied by CHA.

- F. CHA must provide and maintain appropriate receptacles and facilities (except containers for my exclusive use) for the deposit of ashes, garbage, rubbish and other wastes removed from the premises by me.
- G. CHA must supply running hot and cold water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage). The only exception is where the heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
- H. CHA must notify me of the specific grounds for any proposed adverse action by CHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transferring me to another apartment, or explanation of charges for maintenance and repair, or for excess use of my utilities.) When CHA is required to afford me the opportunity for a hearing under CHA's Grievance Procedures the following will take place:
 - 1) Notice of the proposed adverse action shall inform me of the right to request such hearing and the time in which such request must be made.
 - 2) In the case of proper and adverse action other than a proposed lease termination, CHA shall not make the proposed action until the time for me to request a grievance hearing has expired (if a hearing was timely requested by me), and the grievance process has been completed.

8. MISCELLANEOUS PROVISIONS

- A. For purposes of this lease, the term "guest" means a person on public housing property with my consent or the consent of a member of my household.
- B. With the consent of CHA and local regulations, members of my household may engage in legal profit making activities in the apartment, if CHA determines that such activities are incidental to the primary use of the leased apartment for residence by members of the household.
- C. With consent of CHA, my foster child or live-in aide may reside in the apartment.
- D. For purposes of this lease, if I, or a member of my household is elderly, disabled or handicapped, the term "live-in aide" means a person who resides in my household who:
 - 1) Is essential to the care and well-being of the elderly, disabled or handicapped person.
 - 2) Is not obligated for the financial support of the elderly, disabled or handicapped person.

- 3) Would not be living in the apartment except to provide necessary supportive services.

9. **RESIDENT MAINTENANCE**

I will assist with lawn maintenance by performing trash pickup or other tasks around my apartment as needed. I understand that CHA is responsible for mowing and upkeep of the lawn. However, I must keep trash, outdoor furniture, and other items out of my yard and surrounding premises. All residents are expected to participate in this effort unless he or she is unable to perform such tasks because of age or disability. CHA will give one warning for non-compliance. Any other violations will be subject to eviction.

10. **CHA'S RESPONSE TO CONDITIONS RELATING TO LIFE, HEALTH OR SAFETY**

In the event that the premises are damaged to the extent that conditions are created which in the opinion of CHA are hazardous to life, health, or safety of the occupants, the following terms and conditions apply:

- A. I shall immediately notify CHA of damage to my apartment or area:
- B. CHA shall be responsible for repair of the apartment within a reasonable time. If the damage was caused by me, a member of my household, or my guests a reasonable cost of the repair shall be charged to me (see Section 2B);
- C. CHA shall offer standard alternative accommodations, if available, under circumstances where necessary repairs cannot be made within a reasonable time;
- D. Provisions shall be made for the abatement of rent in proportion to the seriousness of the damage and loss in value to the apartment in the event repairs are not made in accordance with sub-paragraph B of this paragraph or alternative accommodations not provided in accordance with sub-paragraph C of this paragraph. No abatement of rent shall be offered if I reject the alternative accommodation or if the damage was caused by me, a member of my household, or my guests.

11. **MOVE IN AND MOVE OUT INSPECTIONS**

I (or someone on my behalf) have inspected the premises prior to the beginning of occupancy. CHA has furnished me with a written statement of the conditions of the premises and the equipment provided with the apartment. CHA and I have signed the inspection statement. A copy of the statement is

retained by CHA in my folder. CHA is obligated to inspect the apartment at the time I move out and to furnish me with a statement of any charges to be made, if any charges are necessary. Reasonable provisions shall be made for me to participate in the inspection unless I vacate without written notice to CHA. It is my responsibility to arrange for the inspection of the apartment prior to vacating the apartment or transferring to a different apartment. Failure to notify CHA in writing prior to vacating the apartment may result in a waiver of my right to contest the charges assessed against me as a result of CHA's inspection of the apartment.

12. WHEN CHA CAN ENTER MY APARTMENT

CHA may enter the apartment only under the following circumstances:

- A. CHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists. Emergency means a time when there is a danger of serious property damage or a danger to the health and safety of the people on this lease, other residents, or CHA staff.
- B. CHA shall, upon two days advance notification to me with a written statement specifying the propose of CHA's entry, be permitted to enter the apartment during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, for pest control or to show the premises for re-leasing.
- C. In the event that I and all adult members of my household are absent from the premises at the time of entry, CHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises. A request by me for apartment repairs is considered implied consent for entry into my apartment. CHA can waive the two-day notice if the resident has given verbal permission for CHA to enter the apartment.

13. NOTICE PROCEDURES

- A. Notices by CHA to Resident
Except as provided in Section 12, all notices to me shall be in writing and delivered to me or to a responsible adult member of my household residing in the apartment. Notices will be sent by pre-paid first class mail properly addressed to me.
 - 1) If I am visually or mentally impaired and head of my household a notice must be in an accessible format. Another literate person may be designated by me to accept written notices on my behalf as compliance with this requirement. Said person is identified below:

Name: _____
 Address: _____

B. Notice by Resident to CHA

- 1) A notice sent by me to CHA shall be in writing and delivered to the main office by pre-paid first class mail properly addressed as follows:
 Columbia Housing Authority
 Attn: Executive Director
 201 Dyer Street
 Columbia, TN 38401

14. GROUNDS FOR TERMINATION

A. I understand that CHA will not terminate or refuse to renew my lease other than for the following grounds:

- 1) Violation of the lease, which includes, but is not limited to:
- (a) Failure to pay rent or other payments due under the lease; or
 - (b) Violation of my obligations under this lease including but not limited to those addressed in Section 6 of this lease;
 - (c) Other good cause which includes, but is not limited to:
 - (1) Any drug-related criminal activity on or off the premises, including cases where:
 - (I) A covered person had engaged in drug-trafficking; or
 - (II) A covered person has engaged in illegal drug use (including cases where CHA determines that illegal drug use or a pattern of drug use by me or by me or by a household member may threaten the health or safety of, or the right to peaceful enjoyment of the premises by other residents).
 - (2) Any criminal or other activity by a covered person that threatens the health, safety, or the right to peaceful enjoyment of the premises by other CHA residents, employees, contractors, subcontractors or agents.
 - (3) I, a member of my household, or guest is:
 - (I) Trying to avoid prosecution, 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 is trying to flee;
 - (II) Violating a condition of probation or parole imposed under federal, state, or local law.

- (4) Any determination by CHA that I or a household member has engaged in abuse, or pattern of abuse, of alcohol that threatens the health of safety of, or the right to peaceful enjoyment of the premises by other residents.
- (5) Any re-examination which discloses that I, at time of admission or any reexamination, made any misrepresentations or failed to disclose information which results in being classified as eligible when in fact I was ineligible, I may be required to vacate even though I am currently eligible.
- (6) If I refuse to accept a revision of the lease after being given at least 30 days notice of its proposed effect and being allowed a reasonable time to respond.
- (7) If I fail to promptly furnish (within 30 days of receipt) to CHA any letter from HUD, IRS, or other official agency concerning the amount and/or verification of family income.
- (8) If I provide inaccurate information regarding my household size and members, my income or the income of my household member, or any other information used to determine my eligibility, rent, or housing.

B. Evidence of Criminal Activity

CHA may terminate my lease for criminal activity by myself or any other household member if CHA determines that a member of my household has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity. When CHA seeks to terminate my lease for criminal activity as shown by a criminal record, CHA will provide me with a copy of the criminal record before any grievance or court hearing concerning the termination of lease or eviction. I will be given an opportunity to dispute the accuracy and relevancy of that record in the grievance or court hearing.

C. Consideration of Rehabilitation

Before terminating the lease, CHA may consider whether a household member has successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in a pattern of such use and abuse.

D. Conditions for Continued Assistance

- 1) In determining whether to terminate my lease for illegal drug use or alcohol abuse by a household member, CHA may impose, as a condition of continued assistance for other household members, a requirement that any household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the apartment.

- 2) CHA may require 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 in the apartment.

E. Definitions

- 1) Covered person: Me, any member of my household, a guest or another person under my control.
- 2) Household: My family and any Authority-approved live-in aide.
- 3) Guest: Any person on public housing property with my consent or the consent of a member of my household.
- 4) Boarder or lodger: Any person not on this lease that stays within my unit three or more consecutive days without the written consent of CHA.
- 5) Premises: The building or community in which my public housing apartment is located, including common areas and grounds.

F. Eviction

If CHA terminates my lease for any violation/breach on my part, my guests, or my household members, I agree to reimburse CHA for any court costs, attorneys fees, or any costs of collection for damages or back rent.

15. LEASE TERMINATION NOTICE

A. CHA will give me written notice of lease termination as follows:

- 1). Immediate notice where CHA determines that any member of my household has ever been convicted of drug-related criminal activity.
- 2). Three (3) days notice for any criminal activity, drug-related activity (see Section 14), or any activity that threatens the health, safety, and peaceful enjoyment as stated in (see Section 6.M), Obligations of Resident.
- 3). Fourteen (14) days notice in the case of failure to pay rent and/or other charges.
- 4). A reasonable notice of time (not to exceed thirty (30) days) considering the seriousness of the situation, but may be as little as three (3) days) when the health, safety, and peaceful enjoyment of other residents or Authority employees are threatened.
- 5). Thirty (30) days notice in any other case.

B. Notice of lease termination shall state specific grounds for my termination, and shall inform me of my right to a grievance hearing if available to me and if I may wish. The Notice shall also state the date by which my written request for a grievance hearing must be received by CHA. Any grievance hearing requests must be received within five (5) working days after notice is received. The notice shall also inform me of my right to examine CHA's

documents directly relevant to the lease termination/eviction and to permit me to make copies at my expense.

Notice of lease termination shall contain a statement regarding the Grievance Procedure as follows:

- 1) Notices of lease terminations for violations as identified in Section 15.A (1) shall state that I am not entitled to a grievance hearing, and eviction will be pursued.
 - 2) All other notices of lease termination will afford me the opportunity for a grievance hearing in accordance with the posted Grievance Procedure and shall state the date by which such response must be received to be considered.
- C. Notice under this section shall run concurrent with any notice of termination as may be required by state or local law.
- D. Following my eviction for engaging in criminal activity, including drug-related criminal activity, the U. S. Post Office will be notified that I no longer reside in the apartment so that the delivery of mail to me at the apartment will be terminated. I understand that following my eviction, I will be placed on CHA's Banned Persons list and will not be allowed to return to the premises to pick up mail or otherwise.
- E. At the time of lease termination, all amounts I owe under the terms of the lease, including the costs of obtaining warrants or petitions to the court, will become due and payable. My failure to meet those obligations will be made a matter of permanent record and will be provided to apartment owners' associations, all public housing authorities, consumer credit bureaus, and CHA's collection agency. I understand this could prevent me from receiving housing assistance in the future.
- F. I must give CHA a signed written notice of my intent to terminate the lease at **least fourteen (14) days in advance** (a form will be provided by CHA.) I will continue to pay rent through the entire notice period or until I vacate the premises, whichever comes later. CHA will inspect the apartment and make a list if any items are to be charged to me. If I wish to be present for this inspection, I must make an appointment with the office at least three (3) working days before the apartment is to be inspected. It will not be possible to conduct a termination inspection until all items are removed from my apartment. The inspection will be conducted during regular office hours. If I fail to make arrangements for a move out inspection, then I accept the findings of CHA and will pay such charges as identified by CHA. Any charges with CHA are due and payable immediately before I vacate the apartment. Any credits due me for unearned rent paid or unused security deposit will be used to offset these charges before being refunded to me. Any refund due to me will be paid within (10) days after the apartment has been vacated, keys

returned to CHA, and the move-out inspection has been completed with any negligent damages or repairs noted.

16. CHANGING THE LEASE

A. CHA policies, rules, regulations and schedules for special charges, services, repairs and utilities are incorporated in this lease by reference and are publicly posted in a visible manner in the CHA Office or I will be furnished a copy on request. The utility schedules, policies, rules and regulations may be modified from time to time provided that CHA shall give me at least thirty (30) day’s written notice setting forth the proposed changes, the specific reasons, and providing me an opportunity to present written comments. These comments shall be taken into consideration by CHA prior to any proposed changes to the lease or ACOP becoming effective. However, nothing will preclude a copy of such notice shall be delivered directly or mailed to me.

17. LEAD PAINT WARNING

If my apartment is located in 46-1 Southern Hills or 46-2 Creekside, I must sign a disclosure form and acknowledge that I have received a copy of the notice entitled "Watch Out For Lead Paint Poisoning" and a copy of "Dangers of Lead Poisoning to Renters."

18. CHA SUPPLIED UTILITIES AND APPLIANCES (966.4 (B) 1)

If indicated by an (x) below, CHA provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Water & Sewage Other: _____

If indicated by an (x) below, CHA shall provide the following appliances for the premises: Cooking Range Refrigerator

19. UTILITY ALLOWANCES: RESIDENT-PAID UTILITIES (913.102)

If indicated by an (x) below, CHA shall provide Resident with a Utility Allowance in the monthly amount of \$_____ for the following utilities paid directly by the Resident to the Utility Supplier:

Electricity Gas Water & Sewage

20 PET DEPOSIT: If checked below, the resident agrees to pay an additional deposit of \$100.00 as a pet deposit. See Property Manager for Pet Policy Addendum to the Lease. _____ Resident Initials Required

- 21. ABANDONMENT.** I shall notify CHA, in writing, of any absence from the premises in excess of five days. Any unexplained absence in excess of five days will result in my premises being deemed abandoned at which time CHA is expressly permitted to enter and retake possession of the lease premises and CHA may dispose of any personal property that I have abandoned with the lease premises.
- 22. ENTIRE AGREEMENT.** This lease contains the entire agreement of the parties and shall not be affected by any agreements or representations not contained in this lease, whether written or oral.
- 23. RESERVATION OF RIGHTS.** Failure on the part of CHA to terminate the lease, or recover damages, for any default or breach shall not be considered as a waiver of CHA's option to terminate the lease, or to recover for damages as to any subsequent breach, the right being a continuing.
- 24. DO I UNDERSTAND THIS LEASE?** I should not sign this Lease unless CHA has gone over it with me and I understand all of it. By signing this Lease, I am certifying that it has been explained to me and that I understand and will abide by all the terms of it. I understand that this Lease is a legally binding contract between CHA and me.

IMPORTANT: FRAUD WARNINGS

Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make a willful false statement or misrepresentation to any agency or department of the United States as to any matter within its jurisdiction.

Tennessee Code Annotated 39-14-104 makes it a criminal offense to commit theft of service by intentionally obtaining services (rent) by deception, fraud, coercion, false pretenses or any other means to avoid payment for the services (rent). Theft of services (rent) at less than \$500 shall be a misdemeanor; theft of services (rent) over \$500 shall be classified a felony.

By the Residents signature below, the Resident and all household members listed in Section 1.B understand and agree to all the terms and conditions of this Lease and all additional documents made a part of the lease by reference.

RESIDENT: _____ DATE: _____

CO-RESIDENT: _____ DATE: _____

COLUMBIA HOUSING AUTHORITY:

BY: _____ DATE: _____