



# Charleston-Kanawha Housing Authority

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## Public Housing Dwelling Lease

Account Number \_\_\_\_\_  
 Unit Size Bedroom  
 Monthly Rent \$ \_\_\_\_\_  
 Security Deposit \$ \_\_\_\_\_  
 Utility Allowance \$ 0.00

Development Name & Address: \_\_\_\_\_

Charleston-Kanawha Housing Authority (hereinafter called Management) does hereby lease to \_\_\_\_\_ (Lessee) the Dwelling Unit described herein located at \_\_\_\_\_ upon the terms and conditions stated herein. The premises leased herein shall be for the exclusive use as a dwelling by Lessee's household designated by Lessee as follows:

Family Member (Last, First, Middle)	Sex	Age	Date of Birth	SS Number	Relationship
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Lessee shall obtain management's consent, in writing, before allowing any person other than a member of the Lessee's family listed in the Application for the Dwelling and/or Continued Occupancy to live in Lessee's dwelling unit. This does not apply to additions to family by birth. Lessee shall advise Management, preferably in writing, of visitors who remain for more than a one week period.

The dwelling unit being furnished by Management, with the fixtures, appliances, equipment and furnishings, is set out in Schedule 1. Attached hereto and made a part hereof, the receipt of which is hereby acknowledged by Lessee.

I. LEASE TERM:

The initial term of the Lease Agreement will be for twelve (12) months effective \_\_\_\_\_. The Lease will renew automatically for 12-month terms contingent upon Lessee's compliance with all terms and conditions contained herein and determination of Lessee's eligibility for continued occupancy at the time of annual reexamination. Failure to provide verifiable documentation at the time of renewal of the lease that Lessee has completed the minimum monthly community service requirements, where applicable, will be grounds for non-renewal of the Lease.

II. AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND OTHER CHARGES:

1. Rent Charges: A pro rata rental payment of \$\_\_\_\_\_ shall be paid in advance for the period beginning\_\_\_\_\_and ending, at midnight on \_\_\_\_\_.

Thereafter, monthly rent of \$\_\_\_\_\_ shall be due and payable by check or money order at the Management Office in advance without notice from or demand of the Management on the first day of each month beginning \_\_\_\_\_. This rent will remain in effect unless adjusted in accordance with Sections IV., V., and VI, hereof. If the rent is not paid by **2:30pm on the 5<sup>th</sup> Working** day of the month, a \$25.00 late penalty will be assessed which shall become due and payable.

2. If Lessee has misrepresented and/or failed to report facts upon which his/her rent is based, so that the rent he/she is paying is less than he/she would have been charged, then the increase in rent shall be made retroactive to the date that the increase would have taken effect. Lessee will be required to pay, within 7- days of official notification by Charleston-Kanawha Housing, the difference between the rent paid and the amount that should have been paid. If Lessee owes an amount that equals or exceeds \$500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, Management will refer the case for criminal prosecution. Lessee further recognizes that Management will issue a notice to vacate the unit where such misrepresentation has occurred.

3.

**Other Charges include, but are not limited to, maintenance and repair charges and Writs of Possession.**

- Other Charges: Lessee will be charged for maintenance and repair beyond normal wear and tear. Maintenance and Repair charges will be assessed based upon a schedule of charges for such maintenance materials as posted on the bulletin board in each management office. **When these Other Charges are assessed, they are due and must be paid within thirty days. If not paid within thirty days the lessee will be required to enter in to a Repayment installment agreement to settle this debt.**
- Lessee shall be responsible for removing toys and objects from the grass, which could catch in a lawn mower during mowing season (April - October). During winter months, Lessee shall remove snow accumulation on his/her entry walk and his/her steps. If Lessee fails to remove snow from Lessee's doorway to main sidewalks, Management shall remove snow and assess the Lessee fee based upon a posted schedule. Management will give Lessee written notice of the charges, other than rent, which will be due and collectible 14 days or after such notice has been given.

~~**"Other Charges" include, but are not limited to, maintenance and repair charges and Writs of Possession.**~~

4. Default: In the event of default by the Lessee in the payment of any installment of rent or the failure to pay other charges provided for in said Lease, when due, the Lessee agrees and binds himself to pay, in addition to the amount owing, a reasonable attorney's fee and all costs and expenses incurred in the collection of same and costs of any proceedings, judicial or otherwise, resorted to for the purpose of such collection, in the event a judgment is entered against Lessee.

III. SECURITY DEPOSIT: Lessee agrees to pay \$150.00 as a Security Deposit to be used by Management at the termination of this Lease toward reimbursement of the cost of repairing, beyond normal wear and tear, damages to the dwelling unit's interior, exterior, or yard area, and any rent or other charges owed by the Lessee. Deductions may be made for any known delinquent utilities. The Security Deposit is to be paid, in full, upon execution of this lease and prior to move-in. This deposit will be returned to the Lessee, without interest, after lessee vacates the premises at the expiration of the lease provided all terms of the lease have been fully performed and ALL KEYS returned to Management. Vacating for any reason prior to the renewal date of the lease will result in forfeiture of the security deposit. Excepting normal wear and tear, a lessee agrees to pay the amount billed for charges at move-out.

~~IV.~~ Utilities: Management provided utilities for reasonable consumption are available to all developments with the exception of Wertz Avenue, **Piedmont Road, Coal Branch Heights, Rand, Dunbar and Scattered Sites to include Hunt Avenue and Grant Street Developments.** The Lessee agrees to be responsible for prompt payment for all utilities and to place utilities in his/her name at move-in at Wertz Avenue, Piedmont Road, Coal Branch Heights, Rand, Dunbar and Scattered Sites. Management provides a reduction in rent through a utility consumption allowance of \$\_\_\_\_\_ to enable Lessee to pay utilities directly to utility companies involved. Lessee agrees to be responsible for hookup fees with regard to said utilities. Lessee agrees to maintain heat to the dwelling unit sufficient to prevent freezing of piped water. If for any reason Lessee is unable to maintain sufficient heat, he/she shall immediately notify Management of his/her inability to maintain sufficient heat. Lessee will be charged for any damages resulting from his/her failure to maintain sufficient heat or failure to notify Management. Disconnection of any utility due to nonpayment during residency **will result in a lease violation. The utility must be restored within 24 hours. If not tenant will receive a notice to vacate. and may will be cause for Notice to Vacate**

Lessee shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities in a reasonable manner and pay all utilities and assessed charges. Failure to pay excess charges or utility bills causing insufficient heat and resulting in freezing of piped water may result in Notice to Vacate.

Lessee agrees to indemnify and save harmless Management against any and all liability arising from the Lessee's obligation to the Public Service District, City or any other utility. Lessee shall place all garbage and trash in plastic bags (~~provided on-site~~), securely tied, and place such trash in dumpsters or chutes for garbage collection. Lessee will be assessed a charge for failing to do so.

V. REEXAMINATION OF RENT, UTILITY ALLOWANCES, DWELLING SIZE, AND ELIGIBILITY: In accordance with federal regulations, Management shall conduct an annual reexamination to determine whether the rental should be changed, to update the tenant paid utility allowance where applicable, whether the dwelling size is still appropriate for Lessee's needs, and whether Lessee is still eligible for low-rent housing except where residents have selected the flat rent payment option. Reexaminations of incomes for residents paying flat rents shall be completed every 3-years unless otherwise requested by the resident. This determination will be made in accordance with the terms, conditions and provisions of the ADMISSIONS AND CONTINUED OCCUPANCY POLICY OF CHARLESTON HOUSING (hereinafter "Admission and Occupancy Policy"), all amendments thereto, and this Dwelling Lease, all of which are made a part hereof by reference and are posted in Management Offices. Lessee agrees to furnish to Management all information and certification required for any annual reexamination or interim redetermination. This includes, but is not limited to, information as to the family's income, employment, composition and extraordinary medical expenses, etc.

**INELIGIBILITY:** Changes resulting from the annual reexamination which cause a family to be ineligible for continued occupancy because of failure to qualify with respect to conditions of eligibility as outlined in the Admission and Occupancy Policy shall be effective as of the Annual Reexamination Date.

**NOTICE OF NEW LEASE CHANGES:** In the event there is a change in family composition as a result of annual reexamination, or interim redetermination, Management and Lessee shall execute a new Lease for another year within 5-working days of the date of Notice of new lease change or Lessee may appeal the changes within 5- working days. Changes in rent as a result of an annual reexamination or interim redetermination shall be made by an amendment to the Lease Agreement revising the rent, which shall become a part of the Lease.

In the event Lessee fails to comply with the required annual reexamination for continued occupancy eligibility determination, this Lease shall expire on the anniversary date of this Agreement. Lessee shall receive 30- day prior written notice of Lease termination and will be required to vacate the premises on or by the date specified in such notice. Management shall notify Lessee in writing of the first scheduled reexamination interview. If Lessee fails to notify Management of a schedule conflict and does not attend, a second reexamination interview will be automatically scheduled. All reexamination interview appointments will be provided Lessee in writing and may be hand delivered or mailed by U. S. Postal Service. Failure to notify Management of a schedule conflict and failure to schedule an appointment mutually acceptable to both parties shall result in termination of this Lease Agreement. Failure to complete reexamination includes:

1. Failure to appear for a scheduled reexamination interview without making prior alternative arrangements with Management.
2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
3. Refusal to properly execute required documents. The reexamination shall be based on a written Application for Continued Occupancy (“Application”) in such form, as Management shall require. The Application shall be signed by a responsible adult member of Lessee’s household who shall certify, subject to civil and criminal penalties, to the accuracy of the data contained therein. A Management employee shall also witness the Application. The Application, together with any necessary supporting documentation, shall contain data which, when verified is necessary to establish eligibility, rent, unit size, and unit type. If Lessee is determined to be eligible, the reexamination results will be used as the basis for taking the necessary action and the Lessee shall be so notified.

**VI. INTERIM REDETERMINATION:** In accordance with Federal regulations, Management shall conduct interim redeterminations whenever:

1. There is any change in the income of any family member for families whose rent is based on the formula based method.
  - a. Lessee shall report any and all changes in income from existing and/or new sources. All such changes shall be reported within 10-days of occurrence.
  - b. Decreases in rent resulting from a reduction or loss of family income will become effective on the first day of the month following Management’s receipt of acceptable, written, third party notification of such loss or reduction. Notwithstanding the foregoing, where delays in receipt of verification are not attributable to fault or delay on the part of the family, sanctions will not be imposed during the time that verification is pending; and once verification is received decreases in rent will be effective retroactive to the first day of the

month following the family's notification to Management of the decrease in income.

- c. Decreases in rent due to temporary loss of income are not eligible except in cases where the loss of income is expected to exceed 30 days.
  - d. Any increase in the Tenant Rent resulting from an increase in existing income or change in employer will become effective on the first of the month following a written 30-day notice of such increase.
  - e. If Lessee fails to report income changes as described, any increase in the Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. Lessee will be liable for any additional rent determined due to Management. For employment, this is the date employment began, not the date income was first received. For government benefits, this is the date Lessee begins to receive benefit payments.
  - f. Only those rent increases which are ~~10.~~ \$20.00 or greater will be processed by "Rent Revision Agreement" and made a part of this Lease Agreement as an Interim Rent Change.
2. There is any addition to, or removal of, a family member from the household.
  3. Any family member reaches age 18.
  4. There is extraordinary medical expense for the elderly or handicapped. (Extraordinary medical expense will be determined at the annual reexamination or the interim redetermination unless expenses are incurred during the ensuing year, which will result in a substantial change.)
  5. A student over 18 years of age no longer attends school.

Lessee is required to report any and all of these changes within 10-days of their occurrence. Failure to do so may result in financial hardship or loss of unit to Lessee.

VII. TEMPORARY RENTS: If at the time of admission or any annual reexamination or interim redetermination, Management is unable to arrive at a reasonable estimate of Lessee's income for the following twelve months, Lessee shall be placed on a temporary rent based upon the best available data until a redetermination can be made. Retroactive charges or credits shall be made, if found to be necessary as a result of the redetermination.

VIII. TRANSFER TO ANOTHER UNIT:

1. Tenant agrees that if CKHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, CKHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. CKHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, CKHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, CKHA may transfer Tenant to another unit with the features requested at CKHA's expense.

4. A tenant without disabilities that is housed in a unit with special features must transfer at their expense to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by CKHA. Tenant shall be given **5 days** ~~10 days time~~ in which to move following delivery of a transfer notice. If Tenant refuses to move, CKHA may terminate the Lease.
6. Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. CKHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
8. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
  - a. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - b. Do not owe back rent or other charges, or evidence a pattern of late payment;
  - c. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - d. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

IX. OBLIGATIONS OF LESSEE: Lessee agrees:

Special Definitions:

**Delinquent Rent:** Rents that are 30 days in arrears

**Drug Related Criminal Activity:** 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 by Federal or State law.

**Guest:** For the purposes of this Lease, the term “guest” means a person on the premises with the consent of any household member.

**Household:** The family and any approved live-in aide.

**Premises:** The building or complex in which the public housing dwelling unit is located, including common areas and grounds.

1. To comply with the directions given by Management concerning the move-in and move-out date and time. This Lease will be void if Lessee does not move in within 15 days of the effective date of this lease or make other satisfactory arrangements with Management. A pro rata share of the paid rent will be returned by first-class mail to the applicant;
2. Not to allow motorized vehicles on lawn areas while moving into, moving out of or while residing at a dwelling unit, and not to drive or park nor to allow any visitor to drive or park on lawn areas at any time. Lessee will be assessed a charge whenever this happens;
3. To use the premises solely as a private dwelling for the Lessee and Lessee's household as identified in the Lease, and not to use or permit its use for any other purpose. No business shall be conducted **using the physical unit or its address. without special approval of Management;**

4. To neither assign the lease nor sublease the premises;
5. Not to provide accommodations for boarders, lodgers, or others not listed on the Lease as household members and not to allow any person not listed on the Lease to use a Charleston Housing address as his/her mailing address without written authorization of Management;
6. That guest(s) may visit with the consent of a household member and that Lessee agrees to advise Management, preferably in writing, of visitation in excess of one-week and that Lessee further agrees to request, in writing, approval from Management for visitation in excess of ~~two (2) weeks;~~ fourteen (14) days in a 12 month period– Management approval will be conditioned and contingent upon individual circumstances, warranted reasonable accommodations, and/or justified considerations. An individual guest will be limited to fourteen days of visitation in any twelve month period.
7. Lessee and all household members agree that any person who is under a “no trespassing” notice will not be allowed in or near the dwelling unit. It will be a serious violation of this Lease to allow any such person on or near the premises;
8. To complete an application, or other written request, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;
9. To report to Management within 10 calendar days of any change in family income or composition and to provide Management with verifiable information regarding such change;
10. To notify Management when they will be absent from the unit for more than 30 days and provide a means for Management to contact Lessee in the event of an emergency;
11. To abide by Management’s Pet Policy as posted in Management’s Offices with regard to owning and keeping an approved pet in the dwelling unit. Failure to comply will result in a Notice to Vacate;
12. To comply with all obligations imposed upon Lessee by applicable provisions of building and housing codes materially affecting health and safety. To keep his/her dwelling unit in such condition so as to prevent health, sanitation or safety problems from arising. To keep the dwelling unit in a CLEAN, SAFE and SANITARY condition (See Housekeeping Guidelines). Failure to do so will result in Notice to Vacate;
13. To abide by all rules and regulations pertaining to the control of insects and to report the need for extermination to Management. If infestation occurs as a result of the Lessee's not keeping the apartment, in a sanitary condition, then Lessee will be responsible for the charges as is contained in Management's "Schedule of Resident Charges"; To assist Management's extermination efforts, Lessee shall clear dishes from the shelves, clear pantry and cabinet areas, clear drawers, clear closets, etc; In the event of a bedbug infestation the tenant must agree to follow the written procedure provided by management for preparation of the unit for treatment within 5 days of the identification of the infestation. If it is determined by management that a reoccurrence of the infestation is due to the negligence or noncooperation of the tenant a lease violation will be issued by management.

**Lessee Initials Required: \_\_\_\_\_**

14. Lessee and all occupants must observe strict care not to leave their windows open when it rains or snows. If, by doing so, any injuries are sustained by other residents, or by Lessor, through damaged paint, plastering, etc, then Lessee shall be charged for the reasonable cost of repairs;
15. Lessee shall take every precaution to prevent fires; to immediately report any fire; to clean his/her the unit when the only damage sustained is caused by smoke; and to assist in cleaning the unit prior to making repairs in all other instances. Lessee shall pay the fire insurance deductible for damages caused by the Lessee or by a guest of the Lessee. Insurance deductible is posted on the Schedule of Resident Charges;
16. Lessee shall not tamper with or disable any life safety detector device(s) (smoke and carbon monoxide detectors) in the unit and shall immediately report to management or maintenance any inoperable life safety devices. Lessee also agrees to participate in all life safety drills. **Tenant agrees to not place furniture or appliances in a way that blocks doors or windows in any room that will hinder exit from the unit in case of fire or other life threatening emergency. Tenant also agrees to not use propane grills or swimming pools of any kind. A Safety violation will be issued for each exit blocked; each Life Safety Device disabled or other safety related violation. Two Safety Violations will result in a Notice to Vacate.**

**Lessee initials required: \_\_\_\_\_**

17. To notify Management promptly of known unsafe conditions in the common areas and grounds that may lead to damage or injury.
18. Not to install in the premises, unless written consent of Management has previously been obtained, for the following: a waterbed, an extension telephone, air conditioning unit, an automatic washing machine, clothes dryer, ceiling fans, ham radio set, radio transmitter, or clotheslines. Also, Lessee shall not install television or other antennae on or about the premises without the prior written consent of Management as prescribed by Management. Lessee shall remove any electrical or other appliances or other property or equipment from the premises whenever required by Management. Failure to comply with this regulation will result in Lessee being responsible for any costs incurred by Management in handling the Lease violation and may result in a 30-day Notice to Vacate the premises;
19. Not to alter appliances, fixtures, furnishings, or equipment in the premises nor make any repairs or alterations whatsoever without the written consent of Management;
20. Not to display signs on any part of the premises except in a manner prescribed by Management. Not to apply decals, contact paper, or other adhesive materials to the fixtures, appliances, equipment, and furnishings. Lessee will be assessed the charge necessary to restore any damaged item to its original condition. Only SMALL picture hanging nails are to be used on the walls. Upon moving, nail holes must be restored to original condition by a requested work order;
21. To keep the grounds immediately adjoining the structure in which the Lessee's unit is located, breezeways, yards, and premises and such other areas as may be assigned to Lessee for his/her exclusive use in a clean and safe condition and free of litter, trash, etc. Families sharing corridors or common entry shall keep them clean and free of litter; Lessee will be assessed a charge for failure to do so, and excessive trash and litter or damage to the corridor or common entries will result in a Notice to Vacate the premises;



22. To refrain from, and to cause his/her household and guests to refrain from, destroying, defacing, damaging the premises including any fixtures appliances, equipment, and furnishings, yard areas, shrubs and landscaping, parking spaces, development buildings, facilities or common areas; to pay reasonable charges (other than normal wear and tear) to pay for repair if such damages **and are determined to be the result of negligence or vandalism**. Vandalism caused by his/her household and/or guest will result in a Notice to Vacate the premises; **If the damages are determined to be the result of a bicycle, or any motorized apparatus including a motorized wheelchair the tenant will be financially responsible for the repair and labor cost.**
23. To promptly notify Management of any need for repairs to equipment or premises and to permit Management to perform all needed repairs. Lessee shall pay for all damages beyond normal wear and tear;
24. To provide for the adequate care and supervision of all children in the household to insure against neglect that may endanger their health, safety and welfare. Not to permit children less than 12 years of age to be left in the home without proper supervision. **Proper supervision of children less than 12 years of age must also be provided shall be provided for children Proper supervision shall be provided for children** while they are outside the unit on the premises.
25. To conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodation and will be conducive to maintaining the development in a decent, safe, and sanitary condition. Lessee agrees to keep the volume of any radio, phonograph, television or musical instrument at a level that will not disturb his/her neighbors. Failure to abide by this regulation will result in a Notice to Vacate the premises;
26. To refrain from any activity, illegal or not, which impairs the physical or social environment of the development. Theft, alcohol and substance abuse, sex crimes and any behavior causing police visits, raids, etc., will result in termination of tenancy;
27. Not to possess any illegal and/or unregistered firearm in or near the premises. The use of firearms, air rifles, bows and arrows, slingshots or fireworks is strictly prohibited;
28. To assure that Lessee, other persons under Lessee's control, any member of the household, or a guest, shall not engage in:
  - a. Any criminal activity on or off the premises that Management determines may interfere with or threaten the health, safety or right to peaceful enjoyment of the premises by other residents, employees of Management, or any other person lawfully on the premises.
  - b. Any drug-related criminal activity on or off such premises (manufacture, sale, use, distribution, possession of any illegal drugs or paraphernalia); or any activity by Lessee or guest in which Management determines that Lessee or Lessee's guest is illegally using a controlled substance;
  - c. Abuse of alcohol or other mind-altering substance that Management determines that it has reasonable cause to believe that such use or pattern of use may interfere with the health, safety

or right to peaceful enjoyment of the premises by other residents, employees of Management, or persons legally on the premises.

- d. Management may terminate the tenancy if the tenant/lessee, any member of the household, guest or other person under the tenant/lessee's control, is present or otherwise residing in the household, has fled from any jurisdiction to avoid prosecution, custody or confinement after conviction, for a crime that is a felony in such jurisdiction, or violating a term or condition of probation or parole imposed under any such jurisdiction.

NOTE: MANAGEMENT HAS A ZERO TOLERANCE POLICY WITH RESPECT TO VIOLATIONS OF LEASE TERMS REGARDING DRUG AND/OR CRIMINAL ACTIVITY. VIOLATIONS OF THIS SECTION SHALL BE CONSIDERED A SERIOUS VIOLATION OF THE TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION SECTION XVI WITHOUT AN ARREST OR CONVICTION.

29. Not to commit, or allow members of Lessee's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Lessee's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this Lease Agreement, or any subsequent renewals;
30. To park the automobiles and other motorized vehicles of household members and their guests in designated parking areas. Under no condition are motorized vehicles to be stored in the dwelling unit. Lessee shall not display vehicles for sale on housing development premises. Lessee shall not grease, change oil, or make repairs to such vehicles, and shall not park motorized vehicles in an inoperative condition on housing development premises. Lessee must properly clean up oil spots from motorized vehicles or a work order can be requested at the Lessee's expense. In accordance with applicable state and local laws, illegally parked and inoperative vehicles will be towed off at the owner's expense; No vehicles are to be parked in front of garbage dumpsters.
31. To assist Management's painting efforts, Lessee shall wash all walls and ceilings and woodwork, including kitchen cabinets or shelves, in each room, and vacuum or sweep on a regular basis;
32. To abide by the RESIDENT HANDBOOK and all established rules and regulations for the benefit and wellbeing of the housing resident which shall be posted in the Management Office and is incorporated by reference in this Lease;
33. To abide by Federal regulation with regard to performing **community service; the-Community Service Self Sufficiency Requirement (CSSR) which is defined as "The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community". Each nonexempt adult household member (18 yrs or older) must participate in this program requirement.** Residents subject to the community service requirements must contribute 8 hours per month or no less than 96 hours annually with an approved community service provider (not including political activities); or participate in an economic self-sufficiency program for 8 hours per month or no less than 96 hours annually; or perform a combination of community service and economic

self-sufficiency program activities for 8 hours per month or no less than 96 hours annually.

*An exempt individual is an adult who:*

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities. CKHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.
- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which CKHA is located, including a state-administered welfare-to-work program

This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.

Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which CKHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

If Management determines that Lessee has failed to comply with this requirement, Management shall notify Lessee of such compliance and that:

The determination of noncompliance is subject to the administrative grievance procedure; and

Unless Lessee enters into an agreement to comply with the community service requirement, the Lease will not be renewed; and

Management may not renew or extend the lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless, Management enters into an agreement, before the expiration of the Lease term, with Lessee providing an opportunity for Lessee to contribute the number of hours needed in addition to the hours required in the next 12-month term.

Repetitive failure to comply with the community service requirements will disqualify Lessee from entering into an agreement to rectify noncompliance issues.

34. To correct any violation (other than a lease termination of tenancy/demand for possession) within 7 calendar days of receipt of written notice from Management of the specific violation.
35. Not to engage in or threaten violent or abusive behavior toward CKHA personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

X. OBLIGATIONS OF MANAGEMENT: Management agrees:

1. To maintain the premises and the development in decent, safe, and sanitary condition;
2. To comply with requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. To make necessary repairs to the premises;
4. To reimburse a Lessee for loss in those instances where the loss is caused by a staff member's negligence. Lessees are encouraged to secure insurance to protect their assets from damage;
5. To keep all building, facilities and common areas, not otherwise assigned to the Lessee for maintenance and upkeep, in a clean and safe condition;
6. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Management;
7. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use by an individual Lessee family) for the deposit of garbage, rubbish and other waste removed from the premises by Lessee;
8. To grant Lessee's right to exclusive use and occupancy of the leased premises which shall include occasional accommodation of Lessee's guests or visitors and with the consent of Management may include care of foster children; and
9. To assess appropriate charges, counsel with families and enforce the lease with each Lessee so that all residents may live in a decent, safe and sanitary neighborhood.

XI. ABANDONMENT: If Lessee is absent from the leased premises for a period of 30 days or more without explanation, contact and/or payment of the rent or utilities when rent and/or utilities are a condition of the Lease, the premises shall be considered abandoned by Management. In the event of such abandonment under any of the foregoing circumstances, Management shall post written notice at the premises requiring Lessee to pay the rent and/or utilities when rent and/or utilities are a condition of the Lease, within 30 days or, if the rent and/or utilities are not a condition of the Lease, respond in writing within 30 days stating he/she has not abandoned the premises. If the rent and/or utilities are a condition of the Lease and are not paid by Lessee within 30 days after posting of the notice, or if Lessee fails to respond in writing within 30 days after posting of the notice when rent and/or utilities are not a condition of the Lease, Management shall consider the premises abandoned and shall take possession thereof and the right of the Lessee to possession of the premises shall terminate. Upon regaining possession of the premises, Management may take, dispose of or otherwise remove Lessee's personal property situate in the premises without incurring any liability to Lessee or other person by complying with the provisions of Chapter 37, Article 6, Sections 6 (c), (d) and (e) of the West Virginia Code, as amended.

- XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY: In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, it is agreed that the following terms and conditions apply:
1. Lessee shall immediately notify Management of the damages.
  2. Management shall be responsible for repair of the unit within a reasonable time. Lessee is responsible for all damages other than those caused by normal wear and tear and acts of God, including damages caused by Lessee, household members or guests and agrees to pay for the reasonable cost of such repairs;
  3. Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
  4. Provision shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with paragraph (2) of this section or alternative accommodations are not provided in accordance with paragraph (3) of this section, except that no abatement of rent shall occur if Lessee rejects the alternative accommodations or if the damage was caused by Lessee, or Lessee's household or guests.
- XIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS: Both Management and Lessee (or his/her representative) shall be obliged to inspect the premises prior to commencement of occupancy by Lessee. Management will furnish Lessee with a "Unit Inspection Form" describing the condition of the premises, the dwelling unit, and the equipment provided with unit. Management and Lessee shall sign "The Inspection Form", and Management shall retain a copy. At the termination of occupancy, and at the appointed time, Management shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for charges against the security deposit and the estimated dollar cost of repairing such damage. Lessee shall, at that time, have the right to inspect the premises to ascertain the accuracy of such listing. If Lessee shall refuse to sign such listing, he/she shall state specifically, in writing, the items on the list to which he/she so dissents, and he/she shall sign a statement of dissent on the "Unit Inspection Form." If Lessee does not attend the move-out inspection, then he/she forfeits any right of objection and accepts Management's cost estimate to restore the unit to its original condition. Management reserves the right to videotape or photograph the unit at or near the time of move-in and move-out, and during occupancy as necessary to document unit damage or condition. Lessee hereby consents to such documentation.
- XIV. ENTRY OF PREMISES DURING TENANCY: Management may enter premises during Lessee's possession thereof under the following circumstances:
1. Management shall, upon reasonable advance notification to Lessee, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing Management's routine inspections and maintenance, for making improvements or repairs, or for the control of insects. Reasonable advance notice shall be defined as follows:
    - a. General notices of two days will be provided whenever it is necessary to enter several apartments and the date and time cannot be specific.
    - b. Request for a management generated work order as a result of Preventive Maintenance/ Housekeeping/Pest Control Inspection at

which a copy of the Inspection informs Lessee, shall constitute reasonable advance notice. Any follow-up with maintenance work, housekeeping, and/or pest control where the resident was informed by a copy of the Inspection shall constitute reasonable advance notice.

- c. A knock on a Lessee's door and verbal consent to enter after such request shall constitute reasonable notice.
  - d. A work order requested by a Lessee shall constitute reasonable advance notice and the staff involved in the performance of the work order shall have the right of entry to perform the work order whether or not Lessee is at home.
  - e. When a Lessee has given notice of plans to move, staff may enter to show the unit to a prospective resident during workday hours of 8:00 am - 4:30 p.m. **The Lessee's Notice of ~~plans~~ Intent to Move shall ~~constitute~~ establish** advance notice that the unit may be shown.
  - f. If Lessee moves before the Lease terminates, staff shall enter and prepare the unit for re-occupancy without notice.
2. Management may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency, a hazard, reports of property damage or severe sanitation issues, or eminent threat exists.
  3. In the event that Lessee and adult members of the household are absent from premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises, except in those instances where prior approval has been given by Lessee.

#### XV. NOTICE PROCEDURES:

1. Except as provided in Section XIV, all notices to Lessee shall be in writing and delivered to Lessee or to a responsible adult member of Lessee's household residing in the dwelling unit or sent by prepaid first-class mail properly addressed to Lessee.
2. Notice by Lessee to Management shall be in writing and delivered or mailed to the Management Office.
3. Notice to Vacate shall comply with all applicable State and local laws.
4. Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned, if it demonstrates that the Lessee was notified of attempted delivery. Management shall consider the non-return of a first class mailing as receipt. Lessee agrees that in the absence of a forwarding address being submitted to Management in writing, Lessee's address indicated above shall serve as Lessee's last known address for purposes of the laws this State or Federal law.
5. Lessee agrees to give Management a minimum of 30-days written notice of his/her intent to vacate the premises.

XVI. DOMESTIC VIOLENCE:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, sexual assault or stalking.
2. Notwithstanding subsection (1), or any Federal, State, or local law to the contrary, Management may bifurcate a lease or remove a household member from this Lease without regard to whether a household member is a signatory to the Lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.
3. Management may request a certification that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.
4. Nothing in this Section:
  - a. limits Management from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
  - b. limits Management from evicting Lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that Management does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
  - c. limits Management from terminating the tenancy of any lessee if Management can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
  - d. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

5. All information Management may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by Management, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
  - a. requested or consented to by the individual in writing;
  - b. required for use in an eviction proceeding; or
  - c. otherwise required by applicable law.

XVII. TERMINATION OF LEASE: Management shall not terminate or refuse to execute a new lease except where Lessee has failed to live up to the terms and condition of the Lease resulting in severe or repeated violation of material terms of the Lease. Severe violation of the Lease includes, but is not limited to: failure to pay rent or other charges due Management within 30-days of the date due; disturbances resulting in police visits and/or subsequent arrests of Lessee, family members or guests, ~~violation of the "One Strike and You're Out" criteria;~~ criminal or other activity by a member of the household domestic that threatens the health or safety of other residents or Management employees; domestic or other physical violence disturbances and/or subsequent arrests, documented, repetitive violations for serious unsanitary housekeeping conditions resulting in unsafe conditions and/or infestation; failure to comply with annual recertification requirements, and failure to comply with community service requirements.

Management shall give not less than 30-days' prior notice in writing hand-delivered to Lessee or by pre-paid first class mail, of termination of the Lease, or a reasonable time in the case of the creation or maintenance of a threat to the health or safety of other residents or Management employees but not to exceed 30 days, or--in case of nonpayment of rent, Management shall give 14 days' Notice to Vacate the Premises, and any other notice and demand for payment is specifically waived by Lessee. Management agrees that the notice of termination to Lessee shall state the reason for the termination, shall inform Lessee of his/her right to make such reply as he/she may wish, of his/her right to request a hearing in accordance with Management's grievance procedure, and to examine Management documents directly relevant to the termination or eviction.

At Management's discretion (based on seriousness and repetitive occurrences of the breach), if the breach of the Lease causing the termination notice is remediable and Lessee adequately remedies the breach prior to the expiration of the date in the notice then the Lease will not terminate. Remedies effectuated by Lessee after 14 days will have no effect upon the termination notice. If substantially the same act or omission, which constituted a prior non-compliance, of which notice was given, recurs within 6 months, Management may terminate the Lease upon at least 30-days written notice specifying the breach and the date of termination of the lease agreement. Lessee agrees to vacate the premises in good order and repair, whenever and for whatever reason the Lease is terminated. At the time of lease termination, all charges, including rent and maintenance charges, shall become due and collectible.

In case of Lessee's desire to move at renewal of the one-year lease, Lessee must contact the Management Office a minimum of 30 days prior to expiration to obtain instruction and an appointment for move-out, and to obtain proper notice forms required. Lessee is liable for a minimum of thirty days of rent and utilities where applicable, from the day the notice is received by Management regardless of the date of move-out. Lessee agrees to remove all personal property, which if not removed, will be subject to either the Abandonment procedures in compliance with Chapter 37, Article 6, Sections 6 (c), (d), and (e) of the West Virginia Code, as amended, or disposal by Management if so authorized by the Lessee.



If Lessee desires to move prior to renewal of any 12-month lease term, Lessee shall give a written notice to Management at least 30 days prior to the first day of the month in which Lessee intends to move. The end of occupancy shall be on the last day of the month in which Lessee intends to move, subject to the aforesaid 30-day notice. Management may, at its sole discretion, accept possession of the leased premises prior to the last day of the month in appropriate cases (i.e., death of Lessee, employment transfers, etc.). Moving prior to a lease renewal term in violation of the foregoing requirements, shall constitute a breach of the Lease and result in forfeiture of the security deposit.

XVIII. GRIEVANCE PROCEDURES: All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of Management which is in effect at the time such grievance or appeal arises, and which procedure is posted in the Management Office and incorporated herein by reference. Management staff will recruit hearing officers from among community members residing in the agency's operating jurisdiction of Kanawha, Putnam and Clay Counties. These persons should have a reputation for being impartial and have no recent affiliation with CKHA. At least five persons should be recruited to serve as officers during a calendar year term. A person may only serve as a hearing officer for three consecutive terms (years) before rotating off for at least one year. The names and a brief background of prospective candidates will be presented to CKHA community leaders at the Quarterly Resident Council Meeting in October of each year for their comment. The Board of Commissioners will consider and vote on the list of officers at their December Board Meeting.

XIX. CHANGES:

1. Posting of policies, rules and regulations, changes therein, and schedules of special charges for services, repairs, utility allowances, and rules and regulations which are incorporated in this Lease (by attachment or reference) shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Lessee upon request. Such schedules, rules and regulations may be modified from time to time by Management provided that Management shall give at least a 30- day written notice to Lessee setting forth the proposed modification, the reason therefore, and providing Lessee an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modifications becoming effective. A copy of such notice shall be posted in the Management or Maintenance Offices, in the Central Office, and any community spaces.
2. Nothing shall preclude Management from modifying this Lease to take into account revised provisions of law or governmental action.

XX. HOUSEKEEPING GUIDELINES: Below is a listing of housekeeping standards to assist you with yearly housekeeping, exterminations and preventative maintenance inspections:

1. KITCHEN

- a. Sweep, mop and/or vacuum floors daily
- b. Range and oven must be kept free of grease and food particles
- c. Refrigerator must be kept clean inside and out
- d. Counter Tops are to be clean and free of dirty dishes
- e. Trash is not to be overflowing or have a foul odor
- f. Report any signs of bugs/insects immediately
- g. No dirty dishes left in sink
- h. Regular wipe down of all doors, walls and trim.

2. LIVING ROOM

- a. Sweep, mop and /or vacuum floors daily

- b. Keep areas free of clutter: books, clothing, toys, trash etc.
- c. There should be no extra wiring from cable hookups, phone jacks etc.
- d. Spider webs in corners cleaned out regularly
- e. Regular wipe down of all doors, walls and trim.

### 3. BEDROOMS

- a. Sweep, mop and/or vacuum floors daily
- b. Spider webs in corners cleaned out regularly
- c. Clothing hung in closets
- d. Keeps closets and other areas free of clutter, books, clothing, toys, trash etc.
- e. Regular wipe down of all walls, doors and trim.

### 4. BATHROOM

- a. Sweep and/mop floors daily
- b. Toilet bowl must be clean and free of dirt and stains
- c. Bathtub and shower walls clean and free of soap stains and dirt
- d. Vanity clean and free of soap stains and dirt
- e. Area kept free of clutter
- f. Regular wipe down of all walls, doors and trim.

Please keep your shower curtain inside bathtub when showering to prevent water damage.

### 5. OUTSIDE FURNITURE

- a. Only furniture designated as outside furniture can be used outdoors. No office chairs, dining chairs etc. will be allowed.
- b. Gas grills are not allowed on property. Charcoal grills may be used but must be moved away from the building structure.
- c. If you have a balcony the furniture and grill policies apply.

### 6. PETS

- a. Clean up after your pet to avoid smells, stains
- b. Insure that pet food is stored properly to guard against roach and/or other infestations
- c. If you walk your dog please clean up and walk only in designated place if one is in place
- d. Consult with the manager before you purchase or assume you will be allowed to have a certain type of pet.

### 7. GARBAGE

- a. Household waste/trash is to be placed in available dumpsters or trash systems, not left in the yard or beside a container. Small children should not take trash to the dumpster site. Failure to comply will result in a maintenance charge being assessed.
- b. Furniture or appliances (televisions, microwaves, washer/dryers, etc) **must not be placed in the dumpster**, they should be placed beside the dumpster or arrangements should be made with the manager for pick-up.

XXI. NON-WAIVER: Neglect or refusal of Management at any time to use any of its rights or remedies under this Lease shall not be a waiver of its right and privilege

to take advantage of each and every such right and remedy whenever and as often as any ground may therefore arise.

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

IN WITNESS WHEREOF, the parties have executed this Lease Agreement,  
this \_\_\_\_\_ day of \_\_\_\_\_.

LESSEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

CHARLESTON-KANAWHA HOUSING

By: \_\_\_\_\_  
Director of Housing Management

In the presence of: \_\_\_\_\_

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentation of any Department or Agency of the United States as to any matter within its jurisdiction!

I have read the information contained in this lease and/or has been explained to me and I understand its contents.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Equal Housing Opportunity: We do business in accordance with the Fair Housing Act (the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, disability, familial status (having one or more children or being pregnant), or national origin in the sale or rental of housing or residential lots.



SCHEDULE 1

1. Property Receipt:

1 Refrigerator      Serial No. \_\_\_\_\_

1 Kitchen Range      Serial No. \_\_\_\_\_

\_\_\_\_\_ Door Screens

\_\_\_\_\_ Window Screens

\_\_\_\_\_ Shades and Curtain Rods

Signed: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

2. Resident's Handbook Receipt:

I have received a copy of the Resident's Handbook for this development. I understand that I should use it as a reference for helpful information, and I understand that it is a part of my dwelling lease by reference.

Signed: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_