



B. **Tenant agrees that rent not paid by the close of business on the day it is due shall be considered as delinquent. Said close of business shall be in accordance with PHA business hours, and rent must be paid at the PHA site office located within the Tenant's community. CASH IS NOT ACCEPTED AS A FORM OF PAYMENT. Upon said rent being delinquent, Management shall have the right to terminate this Lease in accordance with the provisions of Section 15 of this Lease.**

C. **LATE CHARGES: If rent or other amounts due under the Lease have not been paid in full by the 15th day of the month, Tenant may be assessed a late charge in the amount allowable by Statute, currently an amount equal to 4% of the Tenant's monthly rental payment, or \$1, whichever amount is greater. Repeated late payment of rent or other amounts is cause for eviction.**

D. **UTILITIES: Management agrees to furnish the utilities as provided for in Section 1. as reasonably necessary. No charge will be imposed for providing the utilities furnished by the Authority, except when Tenant's consumption of these utilities exceeds the allowable amount. Items that are the sole responsibility of the Tenant and not calculated as part of the utility allowance are: washer, dryer, microwave oven, air conditioner, television and other equipment, humidifier, dehumidifier and other utility-consuming articles. Management may charge Tenant for excess utility consumption above and beyond the allowance amount periodically established at rates not exceeding the actual cost of such utilities. Amounts charged for excess utility consumption shall be posted and based on the average cost for the use of a major tenant-supplied appliance.**

E. **SECURITY DEPOSIT: Tenant agrees to pay a security deposit in the amount of one (1) month's rent or Fifty Dollars (\$50.00), whichever is greater, but said amount shall not exceed Two Hundred and Fifty Dollars (\$250.00). Management shall place the security deposit in a separate account established for the sole purpose of holding security deposits. Upon termination of this Lease, Management may use the security deposit as reimbursement for any unpaid rent and for actual expenses incurred in repairing damages to the premises (except for reasonable wear and tear) caused during the Tenant's occupancy, and for any other actual loss or damage sustained as a result of the Tenant's breach of terms or conditions of this Lease.**

**The security deposit, less any deductions, shall be returned to the Tenant within thirty (30) days after the Tenant vacates the unit or Management shall provide the Tenant with a written statement of all deductions mailed to Tenant's last known address within thirty (30) days. Tenant waives the right to interest accrued on the security deposit. All interest accrued shall be used for Tenant-related services and activities.**

F. **DAMAGES: Tenant acknowledges that Tenant is responsible for the Tenant's unit under this Lease. Tenant agrees to pay reasonable charges (other than for wear or tear) for the repair of damages to the dwelling unit, or to the development (including damages to development buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. Tenant shall have until the close of the next business day to report acts of vandalism and/or damage occurring on weekends or legal holidays. All acts of vandalism to Tenant's unit shall be reported to the Portland Police Department by the Tenant and Tenant acknowledges that failure to comply with these regulations shall result in Tenant being charged for said damages. Nothing in this Section shall relieve Tenant of the obligation to pay for all damages or acts of vandalism committed by Tenant, Tenant family members, or guests. A listing of standard sundry, material, and labor charges shall be posted in the administrative and development management offices.**

#### 4. **RECERTIFICATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

A. The Tenant acknowledges and agrees that the leased premises are a part of the development operated by the Authority to provide housing for low-income families; that to fulfill its purpose, the Authority, with the approval of the U.S. Department of Housing and Urban Development, has adopted eligibility requirements and a rent formula based on family composition, income, and assets; that the Authority shall have a right to determine the monthly rent, dwelling unit size, and eligibility of the Tenant when necessitated by changes in the Tenant's family composition, income, or assets; that the Authority may require the Tenant to transfer to another dwelling unit if the leased premises become inappropriate to the Tenant's needs or require the Tenant to move if no longer eligible; and that the Authority shall have the right to request and receive information and certifications from the Tenant regarding income, assets, and family composition.

B. Tenant further agrees to furnish to the Authority, upon request, information and certifications regarding income, assets, and family composition as may be necessary for the Authority to make

determinations with respect to rent, eligibility, and the appropriateness of apartment size.

- C. **The failure of the Tenant to furnish true and accurate information on any application, certification, recertification or request for interim recertification will result in immediate termination of this Lease. Further, Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or agency of the United States or the Department of Housing and Urban Development.**
- D. In the event that either an annual or interim recertification shall lead to a determination that an adjustment is necessary in the Tenant's monthly rent, the Authority shall mail a "Notice of Tenant Rent Adjustment" to the Tenant in accordance with Section 15 of this Lease.
- E. **The monthly rent set forth in Section 3 of this Lease, or adjusted rent pursuant to this Section 4, shall remain in effect for the period between an annual and/or interim recertification, except that if the Tenant shall misrepresent or fail to report to the Authority any material fact affecting the determination of the Tenant's rent, so that rent Tenant is paying is less than Tenant should have been charged, Tenant agrees to enter into a repayment agreement in accordance with paragraph 5 of this Lease.**
- F. If the Authority determines on the basis of the Tenant's family composition that the leased premises are no longer appropriate to the Tenant's needs, and if the Authority has available a dwelling unit of appropriate size, then the Authority may require the Tenant to move to the available unit. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition upon appropriate 30-day notice from the Authority that such a dwelling unit is available. **If the Tenant refuses to accept the available unit within thirty (30) days following the notification period, the Authority may terminate this Lease in accordance with Section 16 herein.**
- G. If the Authority determines that the Tenant's income/assets have increased so they are above the approved limit for continued occupancy in low-income housing, or the Tenant is otherwise ineligible, the Authority will then determine whether or not Tenant can, with reasonable effort, find other suitable housing. If the Authority determines that the Tenant can, with reasonable effort, find other suitable housing, it will give the Tenant a notice that Tenant has no more than three (3) months in which to move. The Authority may terminate this Lease in accordance with Section 16 upon Tenant's failure to vacate.
- H. **When the Authority re-determines the amount of rent payable by the Tenant, not including determination of the Authority's schedule of utility allowances for families in the public housing program, or determines that the Tenant must transfer to another unit based on family composition, the Authority shall notify the Tenant and the Tenant may ask for an explanation stating the specific grounds of the Authority determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the grievance procedure in the Authority's ACOP.**
- I. **ANNUAL RECERTIFICATION:** The Tenant agrees that an annual recertification of their eligibility for public housing will be completed at least once per year based on the anniversary of their move-in date. Upon request by the Authority, 120 days in advance of the anniversary of their move-in date, the Tenant will furnish true and accurate information to the Authority as to the Tenant's total income, assets and family composition, which shall be used by the Authority in determining whether the monthly rent shall be adjusted, whether the leased premises are still appropriate for the Tenant's needs and whether the Tenant still meets eligibility requirements. The Tenant's total family income shall be determined by the Authority on the basis of the anticipated annual income for the succeeding twelve (12) months from the date of such recertification with current income the primary basis for estimating the total annual income. The Tenant agrees to give the Authority proper authorization to verify all sources of income. Any re-determination of the monthly rent, dwelling size, or eligibility shall be made in accordance with the approved statement of policies governing admission and continued occupancy posted in the principal offices of the Authority.  

In the event that the annual recertification results in a rent decrease, such rent adjustment shall become effective on the first day of the month in which the anniversary of the Tenant's move-in date occurs. In the event that the annual recertification results in a rent increase, such rent adjustment shall become effective on the first day of the month in which the anniversary of the Tenant's move-in date occurs, following the forty-five (45) day notice period mandated by Maine law. The Tenant will have ten (10) business days to submit the completed paperwork to their housing officer. The paperwork is due no later than the specified date by the Authority. Failure to return the paperwork by the specified date will result in the termination of your lease thirty (30) days from the due date. Residents needing assistance in completing forms may call Public Housing and a staff person will assist in completing these forms for their annual recertification.
- J. **INTERIM RENT RECERTIFICATION:** Tenant acknowledges that in between regularly scheduled annual recertification, changes may occur in income, assets, employment status, or family composition which would warrant an interim rent recertification. **Tenant agrees to notify the Authority in writing upon any change in source of income, any change in assets, which would result in an increase or a reduction of rent, or any change in family composition within ten (10) days of its occurrence. In addition, tenants participating in the Earned Income Disallowance (EID) Program agree to notify the Authority in writing of any employment change, which could effect the amount of income to be disallowed in accordance with 24 CFR960.255, also within ten (10) days of its occurrence,** Tenant understands that

changes to be reported to the Authority between annual recertifications within the aforementioned ten (10) day period shall include, but not be limited to:

- (1) Marriage, divorce, separation, birth, death, adoption, gain or loss of child or other dependent, or other circumstances affecting family composition or income;
- (2) Entry into or discharge from military service;
- (3) Unemployment for whatever reason (strike, layoff, discharge, sickness, disability, etc.);
- (4) Retirement or re-employment or change in employment;
- (5) Receipt or discontinuance of public assistance, such as unemployment compensation or AFDC;
- (6) Other circumstances creating a change in income, assets, family composition or employment status.

In the event that an interim recertification results in a rent increase, such increase shall become effective on the first day of the month following the occurrence of the change(s) after the (45) day notice period mandated by Maine law.

In the event that an interim recertification results in a rent decrease, such decrease shall become effective on the first day of the month following the occurrence of the change, provided that the Tenant has reported such change in a timely manner; otherwise, such decrease shall become effective on the first day of the month which following the date such change(s) was reported to the Authority.

K. The PHA may refuse to process an interim re-certification when the Tenant reports a decrease in income only if:

- (1) The decrease was caused by a deliberate action of the Tenant to avoid paying rent (i.e., the Tenant quits a job in order to qualify for lower rent), or
- (2) The PHA receives confirmation that the decrease will last less than one month (i.e., an employer states that a Tenant will be laid-off for only two weeks), or
- (3) The PHA receives confirmation TANF benefits are reduced as a result of Fraud or Non-Compliance with the Self-Sufficiency program, ASPIRE. As reflected in the Authority's ACOP policy which states:
  - (A) The HA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:
    - Fraud, or
    - Failure to participate in an economic self-sufficiency program: or
    - Non-compliance with a work activities requirement

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits: or
- A situation where the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

L. Community Service Requirement: Per Section 512 of the Quality Housing and Work Responsibility Act of 1998 and the Portland Housing Authority's ACOP and housing lease, non-exempt adult residents of federally funded public housing must:

- (1) Contribute 8 hours per month of community service (not including political activity)
- (2) Participate in an economic self-sufficiency program for 8 hours per month (see exemptions in Policy)
- (3) Per the statute requirement, continued non-compliance of family member:
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members:
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period:
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
  - The family may use the Authority's Grievance Procedure to contest the lease termination.

M. The PHA may delay (but not refuse) processing an interim recertification if the PHA has confirmation that the Tenant's income will be partially or fully restored within two months. Processing may be delayed only until the new income is known (i.e., the Tenant has lost a job and unemployment payments will begin within 4-6 weeks). During the period of delayed processing (the period from the date the Tenant reports the decrease in income until the date the processing of the re-certification is completed) the PHA may not evict the Tenant nor terminate participation for nonpayment of any rent due from that period of delay. This does not constitute a prohibition against eviction for any reason unrelated to the decrease in income which is prompting the payment of rent. In addition, after processing the recertification the PHA will notify the Tenant in writing of any rent due for the period

of delay and if the Tenant fails to pay it within thirty (30) days after the notification is made, the PHA can pursue eviction for nonpayment of rent for that period of time.

## 5. REPAYMENT POLICY

Applicants, participants, and Tenants who owe rent or other amounts to the PHA or to another PHA in connection with low-income public housing, Section 8, or any other housing assistance program under the U.S. Housing Act of 1937 shall be determined ineligible for admission and/or continued participation in housing programs administered by the Portland Housing Authority. Tenant shall be required to repay PHA if they were charged less rent than required by HUD's rent formula due to the family's underreporting or failure to report income. Refusal to enter into a repayment agreement or failure to make payments on an existing or new repayment agreement by the Tenant will result in termination of the Lease in accordance with Paragraph 16. PHA is required to determine a retroactive rent amount as far back as PHA has documentation of tenant reported income.

All repayment agreements will be in writing, dated, signed by both the Tenant and PHA, and will include the total retroactive rent, sundry or other tenant charge amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly repayment amount plus the amount of current rent the family pays at the time of the repayment agreement will not exceed 40% of the family's adjusted income (30% of adjusted income as current rent, 10% of adjusted income as repayment). The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

A Tenant who has executed an agreement to pay in accordance with this Section shall not be eligible for transfer to another low-income public housing unit until all monies owed the PHA per the agreement are paid in full.

## 6. USE AND OCCUPANCY OF THE APARTMENT AND SURROUNDING AREAS

- A. The Tenant shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with this Lease.
- B. The apartment leased to the Tenant under this agreement is designed for a family of the Tenant's size and composition. The Tenant agrees not to sublet, assign, or permit the use of the apartment by persons other than the Tenant's Family as defined in Section 1 above. This Section shall not be deemed to exclude foster children if properly listed in Section 1 above. The Tenant has the right to reasonable accommodation of their guests. The Tenant further agrees to limit the period of occupancy of the apartment by any guest(s) of the Tenant to seven (7) days in any consecutive six (6) month period, unless by special permission of the Authority for good cause, subject to the right of the Authority to terminate the guest privileges of any Tenant who, in the judgment of the Authority, has abused such privileges. "Guest" is defined as a person in the leased unit with the consent of a household member.
- C. **The Tenant that owns one or more pets agrees to abide by all conditions of the Authority's Pet Policy contained in Chapter 10 of the ACOP, which is incorporated by reference into this Lease.**
- D. The apartment is to be used solely as a private dwelling for the Tenant and the Tenant's household as identified in the Lease, and is not to be used or permitted to be used for any other purpose.
- E. Waterbeds, other furniture and belongings which cause stress to the structure, or potential hazards to the leased apartment or adjacent areas are prohibited. No aerial wires, television or CB antennas, Satellite Dishes, or other such protrusions shall be installed on the buildings or Authority property, except by special written permission of the Authority. Air conditioners are not allowed except by special written permission of the Authority, and such appliances must be removed from windows between September 15th and May 15th. It is the Tenant's obligation to keep all windows and doors (except to provide normal access and egress) closed during the heating season.
- F. The Tenant agrees to make no alterations or repairs to the premises or the equipment without the written consent of the Authority. Tenant shall install no new locks without the written consent of the Authority. **Tents, screened-in enclosures, swing sets and other fixed play equipment shall not be allowed.** Portable wading pools shall be allowed up to six (6) feet in diameter and twelve (12) inches high. Any larger pools shall not be allowed, and all pools shall be situated only in areas designated by the Authority.
- G. Tenant agrees to pay reasonable charges (other than for normal wear and tear) for the repair of damages to any Portland Housing Authority property including, dwelling unit, the premises, all buildings within that development, administrative buildings, facilities or common areas, caused by Tenant, Tenant's household, or guests in accordance with a schedule of Resident Charges as posted in the administrative and management offices and contained ACOP as an attachment and incorporated by reference to this Lease.
- H. The Tenant agrees not to do any of the following without first obtaining the Authority's written permission:
  - a) change or remove any part of the appliances, fixtures, or equipment in the unit;
  - b) paint or install wallpaper or contact paper in the unit;
  - c) attach awnings or window guards in the unit;
  - d) attach or place any fixtures, signs, or fences on the building(s), the common areas, or the development grounds;
  - e) attach any shelves, screen doors, or other permanent improvements in the unit or in any way alter the basic structure or grounds.
- I. The Tenant agrees that all possible conditions, which may arise within the development, cannot be anticipated at the time this Lease is executed. The Tenant agrees that the Authority has the right to establish

necessary and reasonable regulations from time to time for the benefit and well being of the entire development. The Tenant agrees to abide by such necessary and reasonable regulations established by the Authority, provided that such regulations are set forth in writing and are posted on a bulletin board in or near the office of the development and the administrative offices of the Portland Housing Authority, 14 Baxter Boulevard, Portland, Maine at least thirty (30) days prior to the time such regulations are to be put into effect. Such regulations are incorporated by reference in this Lease; violation of such regulations constitutes a violation of this Lease.

## 7. **OBLIGATIONS OF TENANT**

A. The Tenant shall be obligated as follows:

- (1) No Tenant of the Portland Housing Authority or any of its developments, nor any member of such Tenant's household shall engage in conduct which: a) causes or is likely to cause damage or destruction to the premises occupied by the Tenant, or the other property of the Portland Housing Authority within the development in which said premises are located, or to the properties of others within the neighborhood in which such development is located; b) is damaging, disruptive, or disturbing to the other Tenants of the Portland Housing Authority within such development or to other persons residing in the neighborhood of such development, so as to materially diminish the enjoyment by such other tenants or other persons of their respective premises, or c) shall constitute a nuisance.
- (2) **Tenant agrees to refrain from consuming, storing, selling or possessing illegal substances within or upon the property of the Authority and a finding of any such illegal substances within the Tenant's assigned rental unit may be grounds for eviction by the Authority. Tenant expressly acknowledges that confiscation of any illegal drug or substance from the premises by law enforcement authorities shall constitute a material breach of this Lease and be cause for immediate termination of this Lease by Management.**
- (3) Not to provide accommodations for boarders or lodgers.
- (4) To keep the premises and equipment furnished by the Authority for the Tenant's exclusive use in a clean and sanitary condition, to maintain the yard in front and rear (and side, if applicable) of the premises neat and orderly (such maintenance to include but not be limited to mowing, trimming, weeding, cultivating and watering lawns and shrubs and removing snow from walks) and to otherwise assist in the maintenance of the premises. Tenants who are determined by the Authority to be unable to perform such tasks because of age or disability shall be exempt from this requirement. If, in the opinion of the Authority, the Tenant fails to maintain the yard as required above, the Authority may maintain the yard with its own employees or otherwise and charge the Tenant therefore.
- (5) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- (6) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- (7) To refrain from and to cause Tenant's household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- (8) To act and cause household members or guests to act in a manner which will not disturb other resident's peaceful enjoyment of their accommodations, and will be conducive to maintaining the development in a decent, safe, and sanitary condition.
- (9) To refrain from and to cause Tenant's household members and guests to refrain from illegal or other activities which disrupt or impair the physical or social environment of the development.
- (10) (a) To assure that the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall not engage in:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or
  2. Any drug-related criminal activity on or off such premises including the possession of drug paraphernalia.Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit.
- (b) For the purposes of subparts 1. and 2. above, the term "drug-related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C 802]).
- (11) To permit Management to enter the premises for the purposes of performing periodic inspections, reading utility meters, performing routine maintenance such as making improvements or repairs and to show the premises for releasing.
- (12) To promptly notify Management of the need for any repairs to the leased premises, and to cooperate with the Authority's pest control program by reporting any sighting of vermin or pests, and properly preparing the premises for treatment as prescribed by the Authority.
- (13) To comply with the provisions of any rider attached to and incorporated in this Lease.

- (14) To give Management notice in writing when the premises are to be vacant for two (2) weeks or more; such notice shall not render Management responsible for any personal property of any nature or description left in or around the leased premises during resident's absence.
- (15) To promptly notify the Authority of any guest, visitor, or person (other than those already on the Lease) who uses the premises as his or her residence for seven (7) or more days during any consecutive six (6) month period.
- (16) To utilize the storage area, if any, provided by the Authority for storage of out-of-season children's toys and equipment, prevent accidents within the development and to discourage theft. The Tenant agrees that if he has not placed such items belonging to his family in the common storage area after reasonable notice from the Authority requesting him to do so, the Authority may remove such items and place them in the common storage area and the cost of such removal will be charged to the Tenant.
- (17) To register any motor vehicle used by the Tenant or a member of the Tenant's household and parked regularly within the community. The Tenant agrees to remove any unregistered or inoperable vehicles within seven (7) days of notice from the Authority. Such vehicles shall be considered illegally parked and subject to remedies under Section 9.
- (18) To refrain from driving or allowing motorcycles on any grassed-in or common area. They must be driven in the streets only, according to City vehicle laws. Minibike, mopeds, three-wheelers and snowmobiles are not allowed on the premises or the facilities of the housing area at any time. Children's bicycles are not allowed to be driven on the grass, and parents must enforce bicycle safety rules with their children.
- (19) To take every due precaution to prevent fires and avoid storage of flammable materials, equipment, or vehicles that would create a hazard.
- (20) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. Inspection personnel from the City and Portland Housing Authority shall be authorized to inspect dwelling units upon notification to Tenant.
- (21) Not to obstruct sidewalks, passages, public halls, stairways, fire escapes, vestibules or front and rear doors of the dwelling nor to use same for any purpose other than entering or departing the building.
- (22) To be responsible for the replacement value of all equipment either borrowed from Management or otherwise placed in their custody by Management and not returned in the same condition (normal wear and tear excepted) upon request by Management.
- (23) Not to make any repairs, additions, or alterations without the written consent of the Authority.
- (24) Not to burn candles nor incense in or around the property without the written consent of the Authority. Any property damage caused by Tenant's failure to comply, including discolor of ceiling and/or walls, will be the responsibility of Tenant.
- (25) Not to tamper with the thermostats, heat sensors or heating system. Tampering with the heating system includes but is not limited to using space heaters and/or cooking ovens to heat your unit or placing cooling devices near the thermostat to simulate a colder environment.

## **8. OBLIGATIONS OF MANAGEMENT**

Management shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the premises and the development in a decent, safe, and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep development buildings, facilities, and common areas not otherwise assigned to the Tenant for maintenance upkeep in a clean and safe condition.
- E. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Tenant family) for the deposit and disposal of garbage, rubbish, and other waste removed from the premises by the Tenant in accordance with Paragraph 7.A. (6) above.
- F. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to laws, local codes, customs and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- G. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
- H. (1) To notify the Tenant of the specific grounds for any proposed adverse action by the Authority (such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

- (2) When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform the Tenant of the right to request such hearing.
  - (a) In the case of a Lease termination, a notice of Lease termination in accordance with Section 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
  - (b) In the case of a proposed adverse action other than a proposed Lease termination, the Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and if a hearing was requested by the Tenant, the grievance process has been completed.

**9. MOTOR VEHICLE PARKING**

Management assumes no obligation to provide parking for Tenant or members of Tenant's household. However, from time to time parking may be provided on a first-come/first-served basis if there is any space available in the development covered by this Lease, but only at the Authority's discretion and only under the following conditions:

**Tenant agrees and understands that a violation of this Section by the Tenant shall be a material breach of this Lease and shall constitute cause for termination of this Lease by Management. Vehicles owned, leased, or in the use of Tenant, Tenant family members, guests and visitors that are located on Management's property shall be subject to the following regulations:**

- A. Automobiles shall be parked in designated parking areas only.
- B. No vehicle shall be allowed on any grassed-in area and must be driven in the streets according to City vehicle laws. Minibikes, snowmobiles, and other off-road vehicles are not allowed on the premises or the facilities of the Authority at any time.
- C. All motor vehicles must be registered, State inspected, and legally operable.
- D. No motor vehicle shall be used for storage purposes by the Tenant, Tenant family members, guests or visitors.
- E. No motor vehicle judged by Management to be hazardous to the health, safety, and welfare of the residents of the area shall be permitted.

In the event any motor vehicle located on Authority property in violation of the regulations contained in this Lease or any Vehicle Policy as may be posted from time to time in Management's office, notice shall be placed on the vehicle itself on at least three (3) separate occasions prior to towing the vehicle. When ownership is known, Management shall provide notice of such violation to Tenant as provided in Section 15 of this Lease. **When ownership is not known and in violation of Vehicle Policy, Management reserves the right to have the vehicle towed without notice.** Management reserves the right to have a vehicle towed immediately, without notice, in emergency situations when the health or safety of residents or Management staff is at risk.

**10. FIREARMS**

**The Tenant's possession of and display of firearms upon the premises must be in compliance with Maine State law, as outlined in the amendment to this lease. Any violation of Maine law in regard to firearms constitutes grounds for automatic termination of this Lease.**

**11. DAMAGE AND REPAIR**

- A. The Tenant agrees to maintain his apartment and the common areas of the neighborhood immediately adjacent to his apartment in a safe and sanitary condition and to comply with all obligations imposed. The Tenant agrees to notify the Authority promptly of any needed repairs or unsafe conditions in his apartment or within the neighborhood except for normal wear and tear. Tenant agrees to pay promptly reasonable charges assessed to the Tenant by the Authority for repair of such damage caused to the Tenant's apartment or the common areas of the neighborhood when such damage has been caused by the Tenant, his family, or guest(s). The Authority agrees to provide the Tenant with an itemized list of such damages, the corrective action needed or taken, and the costs for each of these items. The Authority may take separate legal action for the collection of any damage or money due or to enforce any right under this Lease. The Tenant agrees that nonpayment of such assessment may be a separate cause for termination of this Lease as provided in Section 16 herein. Charges are due and payable two (2) weeks after the Authority gives written notice of said charges.
- B. The Tenant agrees that all personal property placed in the common areas under the control of the Authority shall be at the risk of the Tenant or the owner of such personal property, and the Authority will not be responsible for any damage to or removal of such property.

**12. DEFECTS, HAZARDS TO LIFE, HEALTH AND SAFETY**

In the event the leased premises are damaged or destroyed by fire or other casualty to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants of the leased premises, the following provisions shall apply:

- A. The Tenant shall immediately give notice to the Authority of such damage or destruction.
- B. The Authority, upon receiving such notice, shall proceed forthwith to repair and restore the leased premises to substantially the condition in which the leased premises were in prior to such damage or destruction;



repair and restoration shall be accomplished within a period of time which shall be reasonable, giving due regard to the nature and extent of such damage or destruction.

- C. The Authority shall offer standard alternative accommodations to the Tenant, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- D. In the event that the damage or destruction cannot be repaired within a reasonable time, and if alternative accommodations are not made available to the Tenant, then a just and proportionate part of the monthly rent according to the nature and extent of the injury to the leased premises shall be suspended or abated until the leased premises have been repaired and restored as aforesaid. Provided, however, there shall be no rent abatement where the Tenant rejects the alternative accommodations offered by the Authority, or where the damage or destruction was caused by the Tenant or the Tenant's household members or guests.
- E. The Authority shall have the right to charge and collect from the Tenant the reasonable cost of repairing any damage or destruction caused by the Tenant or the Tenant's household or guests.

### **13. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS**

The Authority and the Tenant or his representative shall inspect the dwelling unit prior to or upon commencement of occupancy by the Tenant. The Authority will furnish the Tenant with a written statement of the condition of the dwelling unit and the equipment provided with the unit, and the statement shall be signed by both the Tenant and the Authority. A copy of the statement shall be retained by the Authority in the Tenant's file. The Authority shall inspect the unit at the time the Tenant vacates the unit and shall furnish the Tenant a statement of any charges to be made. The Tenant shall have the right to participate in the final inspection, unless the Tenant shall have vacated without notice to the Authority. The Authority shall calculate any damage and/or cleaning charges in accordance with the Schedule of Move-Out Charges presented to the Tenant at the time Notice of Intent to Vacate is given, and found in the 2011 ACOP attachment 5.

### **14. ENTRY OF PREMISES DURING TENANCY**

- A. **The Authority and its agents shall, upon reasonable advance notification to the Tenant,** be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs required of the Authority, or to show the premises for releasing. A written statement specifying the purpose of the entry delivered to the dwelling unit at least two (2) days before such entry shall be considered reasonable advance notification.
- B. The Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- C. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

### **15. NOTICE**

- A. Except as provided in Section 9 of this Lease, any notice to the Tenant shall be in writing and shall be delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant.
- B. Any notice to the Authority shall be in writing and shall be delivered to the office of the Authority at 14 Baxter Boulevard, Portland, Maine 04101, or sent by prepaid first-class mail properly addressed.
- C. If the Tenant is visually impaired, the Authority shall make all notices to the Tenant in an accessible format.

### **16. TERMINATION OF LEASE**

- A. Management shall have the right to terminate or refuse to renew this Lease for any serious or repeated violation of the terms of the Lease, including but not limited to failure to make payments due under the Lease or to fulfill the Tenant obligations set forth herein, or for other good cause. Repeated violation of the terms of the Lease will be defined as three (3) times in one (1) calendar year.

**Any violation of this Lease shall be considered a serious violation.**

- B. Either of the following types of criminal activity by the Tenant, any member of the Tenant's household, a guest, or another person under the Tenant's control, shall be cause for termination of tenancy through the issuance of a seven (7) day written Notice of Termination by the Authority:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents.
  - (2) Any drug-related criminal activity on or off such premises including the possession of drug paraphernalia.
- C. Notice of Intent to Vacate: The Tenant may terminate their Lease at any time by giving a written notice to the Authority (Notice of Intent to Vacate) a minimum of thirty (30) days prior to moving out. Unless the notice of termination is received by the Authority on the first day of the month (rental period) the effective date of the termination of lease will be the last day of the next rental period, and the Tenant will be responsible for payment of rent for the next rental period.

Execution and delivery of a Notice of Intent to Vacate by the Tenant shall be considered by the Authority as a final and binding termination of tenancy. Such notice must be sent to the Authority by any of the methods set forth in

Section 15 above. Upon their termination of tenancy of the apartment governed by this Lease, the Tenant agrees to leave such apartment and the surrounding common areas of the neighborhood in a clean, safe, and sanitary condition and to return all keys to the Authority. The Tenant agrees that they will be responsible for notifying the telephone, power, and cable television companies of termination of service to the Tenant's account at their address within the development and will complete the payment for such services attributable to such address. The Tenant agrees that the Authority will not assume responsibility for any items left in the dwelling once the unit has been vacated. The Tenant further agrees that labor involved in the removal of such items from the premises will be charged to the Tenant.

- D. The Authority shall give to the Tenant written notice of termination of this Lease of:
- (1) At least fourteen (14) days in case of failure to pay rent.
  - (2) A reasonable time commensurate with the seriousness of the situation (but not to exceed thirty (30) days) when the health or safety of other Tenants or Authority employees are threatened.
  - (3) At least thirty (30) days in any other case, including:
    - (a) serious or repeated interference with the individual liberties or personal property rights of other Tenants or other property owners within the neighborhood;
    - (b) serious or repeated damage to the Tenant's apartment or other property of the Authority;
    - (c) continued failure to maintain the Tenant's apartment or surrounding common areas of the neighborhood in a safe or sanitary manner;
    - (d) causing or permitting a violation of the law in the Tenant's apartment;
    - (e) causing or permitting a nuisance to exist within the apartment or in the common areas of the building or development;
    - (f) exceeding limitations for assets or family composition regulations set forth by HUD and local policy;
    - (g) giving false facts to the Authority or withholding pertinent facts from the Authority with respect to income, assets, family size or composition, **personal identity and criminal background**;
    - (h) refusal to move to a suitable unit in accordance with Section 4.A. and G. herein;
    - (i) failure to pay a valid charge assessed to the Tenant's account;
    - (j) refusal to cooperate in the inspection, preparation for and/or treatment of bed bug and other pest infestations**
  - (k) violation of or failure to abide by any of the provisions, agreements, or covenants of this Lease;
- (4) At least thirty (30) days running concurrently with a Tenant comment period, in the event the Authority wishes to replace this Lease.
- (5) Chronic late payments of rent in accordance with Section 3.C., page -1- above. Nothing shall prevent the Authority from issuing a notice of termination for more than one cause, nor from bringing legal action to evict based on more than one cause.
- If a hearing is requested concerning any amounts due under the Lease, the amount unpaid and/or under dispute must be paid to the Authority at the time of dispute, to be held in escrow by the Authority until the dispute is resolved.
- E. (1) The notice of Lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine Authority documents directly relevant to the termination or eviction.
- (2) When the Authority is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Authority's grievance procedure.
- (3) A notice to vacate, which is required by State or local law, may be combined with, or run concurrently with, a notice of Lease termination.
- (4) When the Authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was requested in a timely manner by the Tenant) the grievance process has been completed.
- (5) When the Authority is not required to afford the Tenant the opportunity for a hearing under the Authority's administrative grievance procedure for a grievance concerning the Lease termination, and the Authority has decided to exclude such grievance from the Authority's grievance procedure, the notice of lease termination shall:
  - (a) State that the Tenant is not entitled to a grievance hearing on the termination;
  - (b) Specify the judicial eviction procedure to be used by the Authority for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

- (c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.
- F. The Authority may evict the Tenant from the unit only by bringing a court action.
- G. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity.
- In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit.
- The Authority may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- H. When the Authority evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit.
- I. To terminate this Lease, the Authority shall present the Tenant with a written notice to vacate (in accordance with Section 15 herein), which notice shall include the following:
- (1) The specific reasons for termination and the facts upon which they are based.
  - (2) Tenant's right to make such reply as he may wish.
  - (3) The Tenant's right to request, within five (5) days of the delivery or proper posting of the notice to vacate, a hearing under the grievance procedure and the method of making the request.

**17. PROVISIONS OF THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

The following provisions are applicable to situations involving incidents of actual and imminent threats of domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Authority's Violence Against Women Act (VAWA) Policy contained in the ACOP, which is incorporated by reference into this Lease. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

**A. Termination of Tenancy**

- (1) The Authority will not consider an incident or incidents of actual and imminent threats of domestic violence, dating violence, or stalking a serious or repeated violation of the lease by the victim of such violence; and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
- (2) The Authority will not consider criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, as cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
- (3) Notwithstanding anything to the contrary contained in paragraphs A.(1) and A.(2) above, the Authority may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the Tenant's tenancy is not terminated.
- (4) Further, nothing in this section shall prohibit the Authority from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in paragraphs A.(1) and A.(2) above. However, in taking any such action to terminate tenancy, the Authority will not apply a more demanding standard to you than to other tenants.

**B. Bifurcation of Lease**

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the Authority may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

**C. Certification**

If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the Authority may request a certification documenting the incident of domestic violence. The certification must be delivered within 14 days after the request is received from the Authority. If the certification is not delivered within the time allowed, the Authority may proceed to terminate tenancy and evict without reference to this section.

D. Confidentiality

Information provided to the Authority concerning an incident or incidents of domestic violence, dating violence, or stalking shall be retained by the Authority in confidence and disclosed only as permitted by applicable law.

**18. RIGHT TO EXAMINE AUTHORITY DOCUMENTS BEFORE HEARING OR TRIAL**

The Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction.

The Tenant shall be allowed to copy any such documents at the Tenant's expense. A notice of Lease termination shall inform the Tenant of Tenant's right to examine Authority documents concerning the termination of tenancy or eviction.

If the Authority does not make documents available for examination upon request by the Tenant, the Authority may not proceed with the eviction.

**19. GRIEVANCE PROCEDURE**

Disputes concerning the obligations of the Tenant or the Authority which are not exempt from the grievance procedure shall be resolved in accordance with the grievance procedure which is in effect at the time such grievance or appeal arises, which procedure is posted in the Authority's offices and incorporated herein by reference.

**20. WAIVER**

The failure of the Authority or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other cause.

**21. MODIFICATION**

Other than in the case of rent redetermination under Paragraph 4. of this Lease, this Lease may be modified only by a written rider executed by both the Authority and the Tenant.

**22. ACCOMMODATION OF PERSONS WITH DISABILITIES**

- A. For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide an opportunity to use and occupy the dwelling unit equal to a person without disabilities.
- B. The Authority shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled member of the household, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy.

**23. POSTING OF POLICIES, SCHEDULES AND RULES AND REGULATIONS**

All schedules of special charges for services, repairs, and utilities and all rules and regulations which are incorporated into this Lease by reference, shall be publicly posted in a conspicuous manner in the business offices of the Authority at 14 Baxter Boulevard, Portland, Maine and copies thereof shall be furnished to applicants for housing and to Tenants on request. Such schedules and rules and regulations may be modified from time to time by the Authority, provided that the Authority shall give at least thirty (30) days written notice to each affected Tenant setting forth the proposed modification and the reasons therefore.

**24. EXONERATION OF THE AUTHORITY**

The Tenant agrees that the Authority shall not be liable to the Tenant for any damage to personal property or injury (including death) to any person on or about the leased premises that may be occasioned by or through:

- A. The acts or omissions of other Tenants within the project;
- B. The failure of the water supply or of any other utility serving the leased premises;
- C. The action, whether direct or indirect, of the elements;
- D. Any theft, fire, or vandalism; or
- E. Any other cause whatsoever,

Unless such damage or injury shall have occurred through the act or neglect of the Authority or its agents, or the Authority's failure to perform its obligations hereunder. Tenant further understands and acknowledges that the Authority assumes no responsibility for insurance coverage for the protection of Tenant's property and that such coverage is the sole responsibility of the Tenant.

**25. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

**26. PRONOUNS**

Any pronoun referring to the Tenant shall be read in the singular or plural number and in such gender as the context may require.

**27. DELAYS**

In any case where the Authority is required to do any act, the time for performance thereof shall be extended by a period equal to any delay caused by or resulting from the elements, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, delays caused by the Tenant, or other causes beyond the Authority's reasonable control.

**28. ACKNOWLEDGMENT**

Tenant acknowledges that they have read and understood the provisions and obligations under this Lease and have been afforded an opportunity to have any provisions not understood by Tenant explained prior to signing below and that they have placed their initials in the margin of this Lease, where found, indicating that special attention and understanding was given to these Sections of the Lease.

**IN WITNESS WHEREOF**, the PORTLAND HOUSING AUTHORITY and the TENANT have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PORTLAND HOUSING AUTHORITY**

**TENANT SIGNATURE(S)**

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

A copy of this Lease has been received this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**TENANT**

Rev. 4/8/16