

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_, hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Poinsett County Housing PCHA before execution of the lease, or before the PCHA's approval for occupancy of the unit by the Household member.

I, further certify that all information or documentation submitted by myself or other Household members to the Poinsett County Housing PCHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_

**(Tenant Signature)**

**ATTACHMENTS**

If indicated by an (X) below, the Housing PCHA of the Poinsett County is/has provided the tenant with the following attachments and information:

- (X) Tenants Certification (sample blank)
- (X) Statement of Receipt Information
- (X) Residential Lease Agreement, Part I
- (X) Residential Lease Agreement, Part II (sample blank)
- (X) Rent Calculation Option Certification (sample blank)
- (X) Community Service Requirement
- (X) Community Service and Economic Self-Sufficiency Requirement
- (X) Low Rent Hardship Information Sheet
- (X) Pet Policy for Assistance and Companion Animals
- (X) Pet Policy
- (X) Important Information
- (X) Standard Maintenance Charges
- (X) Poinsett County Housing PCHA Organizational Chart
- (X) Grievance Procedure
- (X) Protect Your Family from Lead in Your Home
- (X) EPA, CPSC and HUD Address and Phone Listing Sheet

**STATEMENT OF RECEIPT INFORMATION**



**RESIDENTIAL LEASE AGREEMENT  
TERMS AND CONDITIONS  
POINSETT COUNTY HOUSING PCHA  
PART I**

This LEASE AGREEMENT (called the "Lease") is between the Poinsett County Housing PCHA (PCHA) and the tenant named in Part II of this lease (called "Tenant").

**I. Description of the Parties and Premises**

(a) The PCHA, using data provided by the Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or dwelling unit") described in Part II of this Lease, subject to the terms and conditions contained in this lease.

(b) Premises must be used only as a private residence, solely for Tenant and the family members named on Part II of the lease. The PCHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PCHA's policy on such activities.

(c) Any addition to the household members named on the lease, including live-in-aides and foster children, but excluding natural births, require the advance written approval of the PCHA. Such approval will be granted only when no change in unit is required or a transfer to unit of the appropriate size is available in accordance with the PCHA's policies. Permission to add live-in-aides and foster children shall not be unreasonably refused.

(d) Tenant understands that PCHA's approval is required before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the PCHA may terminate the lease.

**II. Lease and Amount of Rent**

(a) Unless otherwise modified or terminated in accordance with Section XIII, this Lease shall automatically be renewed for successive terms of one calendar month.

(b) The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PCHA in accordance with Section VII herein.

(c) The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PCHA in compliance with HUD regulations and requirements and in accordance with the PCHA's Admissions and Continued Occupancy Policy.

(d) **Rent is due and PAYABLE on the first day of each month and shall be considered delinquent if received after the tenth calendar day of the month. If the 10<sup>th</sup> falls on the weekend, the rent is due by 4:00 p.m. the Friday prior to the 10<sup>th</sup>.**

(e) **Rent payments must include all current charges including but not limited to late fees. Late fees will be accessed at \$25.00 per month.**

(f) When the PCHA makes any changes in the amount of Total Tenant Payment or Tenant Rent, the PCHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent predeterminations are subject to the PCHA's grievance procedures.

(g) The PCHA has adopted a Flat Rent option which permits the Tenant to elect, once per year at the time of their annual re-examination, to pay the Flat Rent or continue to pay rent based upon a percentage of their income. Tenants who select the Flat Rent option will be required to recertify no less than every three years.

(h) Minimum Rent Tenant (Tenant with a total tenant payment of \$50.00 or less per month) may request a hardship exemption, which may suspend the requirement that they pay the minimum rent in certain instances. The PCHA will determine whether a hardship is temporary or long-term and implement the policy accordingly. Hardship exemptions may be requested in the following circumstances:

- (1) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
- (2) When the family would be evicted because of the imposition of the minimum rent requirement;
- (3) When the income of the family has decreased because of changed circumstances;
- (4) When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
- (5) When a death has occurred in the family.

### **III. Other Charges**

(a) In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease. Other charges can include:

- (1) Maintenance costs- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant household members, by guest or vandalism. The PCHA shall charge for the cost of such services in accordance with the Schedule of Maintenance Charges either posted by the PCHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PCHA for the labor and materials needed to complete the work. If overtime work is required overtime rates shall be charged.
- (2) Excess Utility Charges—At developments where utilities are provided by the PCHA, any excessive use of the PCHA's supplied utility that is determined by the PCHA to be above normal consumption will be assessed an excess utility charge.
- (3) Late Charges – A late fee of \$25.00 will be charged for all late rent payments made after 4:00 pm on the 10<sup>th</sup> calendar day of the month.
- (4) If the rent is paid by personal check and the check is dishonored and returned by the financial institution, the rent resident will pay all charges relating thereto. A return check charge of \$35.00 and a late fee will be assessed to the tenant and must be immediately paid. All future rent payments must be paid by cash, money order or cashier's check.
- (5) Rent will be paid in full each month. A tenant in possession of a unit on the first day of the month is responsible for a full month's rent. All pro-rated rent must be paid prior to taking occupancy of the unit. Utilities must also be in tenant's name and applicable deposits paid prior to leasing the unit.

If the tenant cannot fully meet their monthly rent payment, they must request a meeting with the Executive Director; if the ED is not available, they will need to meet with the Assistant Executive Director. The meeting will be to decide if a payment arrangement can be made. However, the tenant must be able to pay at least 75% of the balance due before any payment arrangement can be made. Partial rent payments can only be granted once in a calendar year.

(6) In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged the actual cost of such proceedings. PCHA or by the next month's rent payment, whichever is the soonest.

(8) Promissory Notes can be made for balances due totaling over \$50.00 or more, the total bill must be paid in full within 12

months. The lowest payment that can be made is \$25.00 per month. If the participant misses on payment, the total amount is due and is subject as non-payment of rent, eviction proceedings will begin, and the account will be sent to collections. Any balance due less than \$50.00 is due within two weeks of the notice.

(9) Any participant who owes PCHA funds after they have vacated the unit will not be eligible for assistance with any PCHA program until the funds are paid.

#### **IV. Payment Location**

(a) Rent and other charges can be paid at the PCHA office located at 1104 Elm St. Marked Tree, AR. 72365

#### **V. Security Deposit**

(a) Tenant Responsibilities: Tenant agrees to pay a security deposit. The dollar amount of the security deposit is noted on Part II of this Residential Lease.

(b) PCHA's Responsibilities: The PCHA will use the Security Deposit upon termination of this lease:

- (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
- (2) To reimburse the cost of repairing any damages to the dwelling unit, beyond normal wear and tear.

(c) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until the Tenant has vacated the dwelling unit and the PCHA has taken back possession.

(d) Tenant must provide no less than 30 days written notice of intent to vacate and be available for a move out inspection to be performed by PCHA. **FAILURE TO PROVIDE A 30 DAY WRITTEN NOTICE TO VACATE WILL RESULT IN FORFEITURE OF SECURITY DEPOSIT AND THE RENT WILL BE DUE FOR THE FULL MONTH. RENT WILL NOT BE PRORATED AT MOVE OUT IF A 30 DAY WRITTEN NOTICE TO VACATE IS NOT PROVIDED.**

(e) Tenants vacating shall provide the PCHA with a forwarding address.

(f) The PCHA will refund the security deposit, less deductions for any costs described above, within 30 days after PCHA takes possession of the unit, to the forwarding address of the tenant. The PCHA will provide a written statement justifying the calculation of the amount of security deposit refunded.

(g) In regards to unit transfers, Security Deposit balances will be transferred to the new unit. If there are damages to the old unit, the Security Deposit will be applied to the balance due. If the prior Security Deposit does not cover the new Security Deposit amount, the Tenant will pay PCHA the difference prior to the unit transfer.

#### **VI. Utilities and Appliances**

(a) As part of the rent, PCHA will pay water, sewer, and sanitation service. The tenant will supply the utility service for electric and gas. The PCHA will not be liable for the failure to supply service for any cause beyond its control.

(b) The PCHA will provide a cooking range, refrigerator, a central air and heat unit for Poinsett County Housing.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by PCHA and to comply with any applicable law, regulation, or guidelines of any governmental entity regulating utilities or fuels. Excessive consumption may result in excess utility charges being assessed to the tenant.

(d) Tenant also agrees to abide by any local ordinance or Rules of Occupancy restricting or prohibiting the use of space heaters in dwelling units.

(e) Tenant understands that failure to pay Tenant paid utilities is considered a material violation of the lease and may result in lease termination and eviction.

(f) If Tenant does not pay utilities and they are turned over into PCHA's name, the tenant will be expected to pay the full balance due back to PCHA with their next month's rent. Failure to do so will require PCHA to begin the eviction proceeding.

(g) Utility reimbursements will only be made by PCHA on a quarterly basis. The payment will only be made if the reimbursement totals \$50.00 or more. If the Tenant currently has a balance due, a utility reimbursement will not be made until the balance due is paid in full.

## **VII. Terms and Conditions**

(a) The following terms and conditions of occupancy are mandated by this lease:

(1) Use and Occupancy of Dwelling: Tenant shall have their right to exclusive use and occupancy of the dwelling unit for Tenant and other household member(s) listed on the lease as the sole and primary residence of the tenant. With the prior written consent of PCHA, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. PCHA permits Tenant's guests or visitors to stay in the unit for a period not exceeding three (3) consecutive days in any week and a total of fourteen (14) days each calendar year. Permission may be granted, at the sole discretion of the PCHA upon written request to the PCHA, for an extension of this provision.

(2) At the time of admission all Tenants must identify the person(s) to be contacted if they become unable to comply with the lease terms.

(3) Redetermination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of the Lease agreement is due each month until changed as described below:

(a) Tenant promises to supply the PCHA when requested, with accurate information (verified by a third party) about: family composition, age of family members, income and source of all family members, assets and related information necessary to determine eligibility, annual income, adjusted income, and rent.

(b) Failure to supply such information when requested is a material violation of the terms of the lease and PCHA may terminate the lease.

(c) Tenant supplied information will be used by PCHA to determine whether the amount of their rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the PCHA Office. A copy of the policy can be furnished on request at the expense of the person making the request.

(d) Tenants may elect annually, at the time of their regular re-certification, to pay the Flat Rent amount as opposed to the Percentage of Income Rent. Flat Rent paying Tenants will be required to complete a full re-examination at least every three years and will be required to provide necessary information at the request of the PCHA in a timely manner.

(4) Rent will not change during the period between regular re-certification, UNLESS during such period:

(a) A person with income joins the household, after prior approval of the PCHA;

(b) There is a change in family composition;

- (c) There is a decrease in family income;
- (d) There is an increase in family income of families on minimum rent;
- (e) Rent formulas or procedures are changed by Federal law or regulation; or
- (f) It is found that Tenant has misrepresented the facts upon which their rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged.

(5) Interim review rent adjustments will only be completed for a family if they have reported the change as prescribed above within ten (10) calendar days from the date of the change or the 21<sup>st</sup> of the month, whichever comes first.

(6) If the Tenant provides information regarding an increase in income within ten calendar days from the effective date, the PCHA will not adjust their rent until the next annual re-certification. If the document for lowering their income is not provided by the 21<sup>st</sup> of the month, the revised rent computation will not be processed until the following month.

(7) Rent Adjustments: Tenant will be notified in writing of any rent adjustments due to the circumstances described above. All notices will state the effective date of the rent adjustment.

(a) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances.

(b) In the case of a rent increase, the increase will become effective the first day of the second month following the month in which the change was reported for minimum rent tenants, (tenant with a total tenant payment of \$50.00 or less per month).

(c) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the PCHA shall apply the increase in rent retroactive to the first of the month following the month in which the event of misrepresentation or failure to report occurred.

(d) A family's rent may not be increased for 12 consecutive months when a family member who has been unemployed for one year or on welfare for six consecutive months, obtains employment.

(e) A family's rent may not be decreased when a family's welfare benefits are discontinued because the family did not comply with its obligations under welfare reform.

(8) Transfers:

(a) Tenant agrees that if the PCHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PCHA shall send Tenant a written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(b) The PCHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit, or if it is determined necessary in order to achieve deconcentrating goals of the PCHA. The PCHA may also move a Tenant if the family composition is considered to be over or under housed.

(c) A Tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.

(d) In the case of involuntary transfers, the Tenant shall be required to move into the dwelling unit made available by the PCHA. Tenant shall be given 10 days' time in which to move following delivery of a transfer notice. If tenant refuses to move, the PCHA may terminate the lease.

(e) 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 procedures have been completed.

(f) Tenants that request a transfer shall not be transferred except for medical reasons as determined by the PCHA. The tenant must complete a reasonable accommodation request, providing medical reasons as to why they should be transferred to another unit under the PCHA.

### **VIII. PCHA Obligations**

(a) PCHA shall be obligated:

- (1) To maintain the dwelling unit and the project in a decent, safe and sanitary condition;
- (2) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (3) To make necessary repairs to the dwelling unit;
- (4) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (5) To maintain in good and safe working order and condition, the electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the PCHA;
- (6) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required by this lease, and to provide disposal service for garbage, rubbish, and other solid waste;
- (7) To supply running water and reasonable amounts of hot water;
- (8) To notify the Tenant of the specific grounds for any proposed adverse action by the PCHA. (Such adverse actions include, but not limited to charges for maintenance and repair, or for excess consumption of utilities.) When the Authority-PCHA is required to afford tenant the opportunity for an informal review under the Authority's-PCHA's grievance procedure for a grievance concerning a proposed adverse action:
  - (a) The notice of the proposed adverse action shall inform Tenant of the right to request such informal review.
  - (b) In the case of proposed adverse action other than a proposed lease termination, the Authority-PCHA shall not take the proposed action until time to request an informal review has expired and (if informal review was timely requested) the grievance process has been completed.

### **IX. Tenant's Obligations**

(a) Tenant shall be obligated:

- (1) Not to assign the Lease, nor sublease the dwelling unit;
- (2) Not to give accommodations to boarders or lodgers;
- (3) Not to give accommodations to long term guests (in excess of 3 days in any one week and a total of 14 days in any one year) without the advance written consent of the Authority-PCHA;
- (4) To use the dwelling unit solely as the primary, private dwelling for Tenant and Tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose;
- (5) To abide by necessary and reasonable regulations promulgated by the Authority-PCHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the Authority-PCHA office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease;
- (6) To comply with the requirements of applicable state and local building or housing codes materially affecting the health and/or safety of Tenant and household;
- (7) To keep the dwelling unit and other such areas as may be assigned to tenant for exclusive use in a clean and safe condition. Where applicable this includes keeping front and rear entrances and walkways, for the exclusive use of Tenant, free from hazards and trash keeping the yard free of debris and litter;
- (8) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority-PCHA. To refrain from and cause members of Tenant's household or guests to refrain



from littering or leaving trash and debris in common areas;

- (9) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appliances or common areas including elevators and use only approved habitable areas of the unit for living space;
- (10) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project;
- (11) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, project building, facilities, or common areas;
- (12) To act, and cause household and guests to act in a manner that will;
  - (a) Not disturb other residents' peaceful enjoyment of their accommodations;
  - (b) Be conducive to maintaining Authority-PCHA projects in a decent, safe, and sanitary condition;
- (13) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's-PCHA's public housing premises by other residents or employees of the AuthorityPCHA; or;
  - (b) Any drug-related criminal activity; (Any criminal activity in violation of the preceding sentences shall be cause for termination of tenancy, and for eviction from the unit.) For the purposes of this lease, the term drug-related criminal activity means the illegal possession, 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.
- (14) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the AuthorityPCHA; To not make changes to locks or install new locks on exterior doors; To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of pictures hangers accepted) without authorization by the AuthorityPCHAy; No dead bolts are allowed to be installed anywhere in the unit or storage facility;
- (15) To act in a cooperative manner with neighbors and the Authority's-PCHA's staff; To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's-PCHA's staff;
- (16) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of State of Arkansas anywhere on the property of the PCHA;
- (17) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
- (18) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using common areas for purposes other than going in and out of the dwelling unit;
- (19) To refrain from erecting or hanging radio antennas, television antennas or satellite dishes from any part of the dwelling unit;
- (20) To refrain from placing signs of any type in or about the dwelling;
- (21) For a family development: To comply fully with the Pet Policy adopted by the AuthorityPCHA; Tenant may possess a pet only with the prior written permission of the AuthorityPCHA. Any violation of the Pet Policy will be grounds for termination of the lease and eviction;
- (22) To give prompt prior notice in writing to the PCHA when Tenant will be absent from the unit for any period exceeding one calendar week;
- (23) To ensure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any PCHA development except in accordance with the pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his/her disability. An animal needed as a reasonable accommodation is subject to the Housing PCHA's Policy for Assistance/Service animals and permission to keep the animal in the housing unit must be granted by the Housing PCHA in writing.

In accordance with the Pet Ownership Policy in projects for the Elderly, pets may be kept in projects designed for the elderly or persons with disabilities providing that permission to keep such pet is granted in writing by PCHA and the tenant has signed the policy for assistance/service animals.

(24) To remove from PCHA property any inoperable vehicle or vehicles without valid registration (Example of an inoperable vehicle- does not run, flat tire, not in working order); To refrain from parking any vehicles in another tenant's parking space, in any right-of-way or fire lane designated and marked by the PCHA; (Any inoperable or unlicensed vehicle as described above will be removed from PCHA property at Tenant's expense). Automobile repairs shall not be performed on project site; Vehicles cannot be driven or parked on the grass; (The only time the PCHA may make an exception to the rule is when the Tenant is in the process of moving in or out of the unit.) The Housing PCHA's staff will make the determination when it is acceptable to park on the grass. Violation of this section may result in eviction and \$10.00 fine. Parking spaces are sized for average sized vehicles, no over-sized vehicles (semi-trucks) will be allowed. If parking is needed for an over-sized vehicle, Tenant will need to see housing staff for parking options.

(25) To remove any personal property left on PCHA property when Tenant, leaves, abandons or surrenders the dwelling unit; Property left by the Tenant shall be considered abandoned and will be disposed of by the PCHA. The PCHA may store remaining property that appears to be valuable. The PCHA will provide written notification of the stored property to the last known address of the Tenant. Property that is not recovered by the Tenant will be disposed of. Costs for storage and disposal shall be assessed against the former Tenant.

(26) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors; Tenant shall notify the PCHA promptly of known need for repairs to the dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;

(27) Not to commit any fraud in connection with any Federal Housing assistance program;

(28) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities; Failure to comply with this section shall constitute grounds for eviction;

(29) Tenant agrees to turn in the keys at the time of vacating the unit. All keys must be returned. A charge will be made for changing locks if all keys are not turned at the time of move out. **The Tenant is assumed to control the unit and therefore be responsible for ongoing rent until the tenant family has been removed from the unit as a result of an action by the PCHA. If a tenant does not provide a thirty-day written notice to the housing PCHA prior to vacating the unit, the security deposit will be forfeited and the tenant will be responsible for the full month's rent;**

(30) Tenant agrees to pay for damages resulting from vandalism while tenant has physical control of the premises;

(31) Tenant agrees to comply fully with the Community Service provisions of the PCHA policies. Failure to fully comply with these provisions will result in termination of the lease and eviction;

(32) Tenant may have one-yard sale every three months. The sale can only be during the hours of 8:00 am to 4:30 pm. All items must be cleared and properly disposed of after the sale has ended;

(33) No space heaters allowed.

#### **X. Defects Hazardous to Life, Health or Safety:**

(a) In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants;

##### PCHA Responsibilities:

(1) The PCHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members or guests, the cost of the repairs shall be charged to Tenant.

(2) The PCHA shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. The PCHA is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members or guests.

(3) Tenant shall accept any replacement unit offered by the PCHA.

(4) If the PCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, of safety of Tenant and alternative accommodations are refused by Tenant, this Lease shall be terminated.

Tenant Responsibilities:

(1) Tenant shall immediately notify the PCHA of the damage to the unit.

(2) Tenant agrees to continue to pay full rent during the time in which defects remain uncorrected.

#### **XI. Move-in and Move-out Inspections**

(a) Move-in Inspection: The PCHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PCHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PCHA and Tenant and a copy of the statement retained in Tenant's folder. Only deficiencies noted on the inspection report which are the result of normal wear and tear and which will cause the unit to fail HQS standards will be corrected by the PCHA at no charge to the Tenant. After the inspection has been completed and both parties have signed, the Tenant may not add any additional items to the initial inspection: therefore, it is apparent that the initial inspection must be as complete as possible. The tenant may add a note to his/her file, if they so choose, but they cannot add additional items to the initial inspection.

(b) Move-out inspection: The PCHA will conduct a pre-move-out inspection for any Tenant who requests the inspection in writing. The pre-move-out inspection can be used to determine if the Tenant may or may not owe the PCHA funds for damages to the unit not caused by normal wear and tear.

The PCHA will inspect the unit at the time Tenant vacates and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection. If the Tenant owes the PCHA funds, they are payable within thirty days of the PCHA's final notice. During the thirty days the PCHA will send two reminders of payment due. If payment is not received within the thirty days or our notice is returned by mail, the account will be turned over for collections and the Tenant will not be eligible for housing under the Section 8 or Public Housing program until they have fully repaid the PCHA.

(c) Special Inspections will be conducted by the PCHA as needed. The PCHA will provide a written notice of the inspection.

(d) Annual Inspections will be conducted yearly. The PCHA will provide a written notice of the inspection.

#### **XII. Entry of Premises during Tenancy**

(a) Tenant agrees that the duly authorized agent, employees, or contractor of the PCHA will be permitted to enter tenant's dwelling during reasonable hours (8:00 am to 4:30 pm) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.

(b) If Tenant is absent from the dwelling unit when the PCHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(c) PCHA shall give Tenant at least 48 hour written notice that the PCHA intends to enter the unit. PCHA may enter only at reasonable times.

(d) The PCHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PCHA shall, when feasible, leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

(f) Authorized agents, employees or contractors will not enter a unit if there is no one present over 18 years of age. An adult member of the household must be present for authorized agents, employees or contractors to enter the unit. An adult member of the household must accompany the authorized agents, employees or contractors, when a juvenile is present in the unit.

(g) Pets must be caged when maintenance, contractors, staff or other authorized personnel enter the unit.

### **XIII. Termination of the lease**

(a) In terminating the Lease, the following procedures shall be followed by the PCHA and Tenant:

(1) This lease may be terminated by the PCHA only for serious or repeated violations of material terms of the lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. Such serious or repeated violation of terms shall include but not be limited to:

(a) The failure to pay rent or other payments when due;

(b) Repeated late payments, which shall be defined as failure to pay the amount of rent or other charges when due.

Three such late payments within a 12-month period shall constitute repeated late payments;

(c) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

(d) Misrepresentation of family income, assets or composition;

(e) Failure to supply, in a timely fashion, any certification, release, information, or documentation regarding family income or composition needed to process annual reexaminations or interim reexaminations: NOTE: All changes in household income or composition must be reported to the PCHA within ten days of the event of change.

(f) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any project site;

(g) Any activity by Tenant, household member, guests or other person under Tenant's control, including criminal activity or drug related activity that threatens the health, safety or right to peaceful enjoyment of neighbors, other residents or employees;

(h) Weapons or illegal substance seized in an PCHA's unit by a law enforcement officer;

(i) Any fire on PCHA premises caused by the tenant's, household members or guests by actions of neglect.

(j) Failure to use the dwelling unit as the primary residence for the tenant and tenant household or misuse of the dwelling unit such as occupying uninhabitable space;

(k) The PCHA may terminate this Lease if it appears that the Tenant has abandoned the unit. The PCHA will use reasonable means to determine that the Tenant has abandoned the unit. Mail returned as undeliverable by the Post Office may be considered proof that the unit has been abandoned by the Tenant.

(2) The PCHA shall give written notice of the proposed termination of the lease by:

(a) 14 days in the case of failure to pay rent;

(b) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or PCHA staff or property is threatened;

(c) 30 days in all other cases.

(3) The notice of Termination to Tenant shall state specific reasons for the termination, shall inform tenant of his/her right to make such reply as he/she may wish, and of the Tenant's right to examine PCHA documents directly relevant to the termination or eviction.

(4) When the PCHA is required to offer Tenant the opportunity for an informal review, the notice shall also inform Tenant of the right to request such a review in accordance with the PCHA's grievance procedures. If a review is not requested within the applicable period, the right to an informal review is waived.

(5) Any notice of eviction action which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this action. The notice of termination must be in writing, and specify that if Tenant fails to quit the premises within the applicable period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney fees.

(6) When the PCHA is required to offer the Tenant the opportunity for an informal review under the PCHA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not be terminate until the period to request a review has expired, or (if a review is requested) the grievance process has been completed.

(7) When the PCHA is not required to offer Tenant the opportunity for an informal review under the grievance procedure and the PCHA has decided to exclude such grievance from the PCHA grievance procedure, the notice of lease termination shall;

- (a) state that Tenant is not entitled to an informal review on the termination;
- (b) specify the judicial eviction procedure to be used by the PCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity in HUD regulations; and
- (c) state whether the eviction is for a criminal activity that threatens health or safety of neighbors, residents or staff or for drug-related criminal activity.

(8) In deciding to evict for criminal activity, the PCHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, the PCHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will neither reside in nor visit the unit. The PCHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(9) Tenant may terminate this lease at any time by giving a thirty day advance written notice as described in Section V, above. Tenant agrees that failure to provide this notice will result in forfeiture of the security deposit and prorated rent at move out.

#### **XIV. Waiver**

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

#### **XV. Housekeeping Standards**

(a) In an effort to improve the livability and conditions of the units owned and managed by the PCHA, uniform standards for resident housekeeping have been developed for all tenant households.

(1) PCHA responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The PCHA will inspect each unit at least annually, to determine compliance with these and other standards, including Housing Quality Standards (HQS). Upon completion of an inspection, the PCHA will notify Tenant in writing if he/she fails to comply with standards. The PCHA will advise Tenant of the specific correction(s) required to establish compliance. The PCHA will schedule a second inspection within two weeks of the first inspection. Failure of a second inspection will constitute a violation of the lease terms.

(2) Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction.

(3) Housekeeping Standards: Inside the Unit

##### General

(a) Wall: Should be clean, free of dirt, grease, holes, cobwebs and fingerprints.

(b) Floors: Should be clean, clear, dry, and free of hazards.

- (c) Ceilings: Should be clean and free of cobwebs. Ceiling fans should be dusted and free of cobwebs.
- (d) Windows: Should be clean and not nailed shut. Shades or blinds should be intact and dust free.
- (e) Woodwork: Should be clean, free of grease and fingerprints.
- (f) All locks should work.
- (g) Doors: Should be clean, free of grease and fingerprints.
- (h) Heating units: Should be dusted and access uncluttered.
- (i) Trash: Shall be disposed of properly and not left in unit.
- (j) Entire unit should be free of rodent or insect infestation.
- (k) There should be no writing on the walls inside the unit; this includes crayon and pencil markings.
- (l) If Maintenance comes to the unit to make necessary repairs, for example, a toilet, the area should be cleaned and mopped so that they can properly repair the item, without having to work in waste left from the toilet or leaking sink area. If the area is not cleaned up prior to Maintenance entering the unit, the maintenance worker will wait until the floor and work area are properly cleaned and then make the necessary repair.
- (m) At least once a year, tenant, regardless of reason must vacate the unit, so that the PCHA can properly spray the unit for infestations.

#### Kitchen

- (a) Stove: Should be clean and free of food and grease, this includes all compartments of the stove.
- (b) Refrigerator: Should be clean. Freezer door should close properly. Refrigerator door should not be over stuffed with food items. Rubber gaskets around the doors should be cleaned and free of mold. Inside and outside should be clean and free of debris. Top of Refrigerator should be clean.
- (c) Cabinets: Should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (d) Exhaust Fan: Should be free of grease and dust.
- (e) Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (f) Food storage areas: Should be neat and clean without spilled food.
- (g) Trash/garbage: Should be stored in an appropriate container unit and removed to the disposal area.

#### Bathroom

- (a) Toilet and Tank: Should be clean and odor free.
- (b) Tub and shower: Should be clean and free of mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- (c) Lavatory: Should be clean.
- (d) Exhaust Fans: Should be free of dust.
- (e) Floor: Should be clean and dry.

#### Storage Areas

- (a) Linen Closet: Should be neat and clean.
- (b) Other Closets: Should be neat and clean. No highly flammable materials should be stored in the unit.
- (c) Other storage areas: Should be clean and neat and free from hazards.
- (d) Closets should be used to store clothing.

#### (4) Housekeeping Standards: Outside of Unit

- (a) Yards: Should be free of debris, trash and inoperable/unlicensed vehicles. No trampolines allowed. All playground equipment, which includes swing sets, should be placed in the backyard only. Swimming pools used by tenants shall be limited to hold no more than 50 gallons of water. Pools cannot remain in the same spot for more than 24 hours. All children using the

pools must be supervised to prevent accidents. Yard must be mowed weekly and maintained no higher than four inches high. Units that are adjacent to city streets will be responsible for mowing the lawn to the edge of the street. Where flower beds are present, weeds must be removed on a weekly basis. If a flower bed is present and the Tenant plants flowers, they are to be responsible for maintaining the flower beds in a proper manner. Large trees and or bushes growing alongside of the unit must be trimmed and maintained so that the limbs do not rub alongside of the unit. No vegetable gardens allowed. Vegetable plants may be planted in an established flower bed as long as flowers are maintained in the flower bed and the flower/vegetables are maintained within the flower bed. No new flower beds may be developed without approval from the Executive Director. Requests must be submitted in writing. Parking is not allowed on the lawns. Exception to this rule is only during move in and move outs, and upon receiving written approval from the Executive Director prior to the move-in or move-out.

(b) Porches (front and rear): Should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Couches or another household furniture cannot be stored on the porch area. Overhead porch light should be clean and bug free.

(c) Steps (front and rear): Should be clean and free of hazards.

(d) Sidewalks: Should be clean and free of hazards.

(e) Storm doors: Where applicable should be clean, with glass or screens intact.

(f) Parking areas: Should be free of abandoned cars. There will be no car repairs on the property of street/alley continuous of the property. NO washing of cars permitted.

(g) Hallways: Should be clean and free of hazards.

(h) Stairwells: Should be clean and free of hazards.

(i) Laundry areas: Should be clean and neat. Remove lint from dryers after use.

(j) All light fixtures and ceiling fans should be clean and free of bugs.

#### (5) Smoke Detectors

(a) Should always be working. PCHA personnel will check upon each time they enter a unit. If a smoke detector is found not to be working due to the removal of a battery, the tenant will be assessed a \$30.00 fine and subject to eviction.

TENANT AGREES THAT ALL PROVISIONS OF THE LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE).

#### **XVI. Notice Procedures**

(a) Tenant Responsibility: Any notice to PCHA must be in writing, delivered to the Project office or sent by prepaid first-class mail, properly addressed.

(b) PCHA responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household resident in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(c) Unopened, canceled, first-class mail returned by the post office shall be sufficient evidence that the notice was given, whether signed or unsigned.

(d) If Tenant is visually impaired, all notices must be in an accessible format.

#### **ADDENDUM TO LEASE AGREEMENT**

The following addendum will be added to all Public Housing Lease effective 10/13/04:

“The lease shall be adjusted to allow the washing of cars, once a month, thereby providing equal opportunity to all housing residents in the usage of water paid by the low rent operating budget.”

The following addendum will be added to all Public Housing Leases effective 12/08/04:

“Each adult resident of public housing is required to contribute 8 hours per month community service. This does apply to pregnant single mothers during their last two months of pregnancy and their first two months after child birth. However, the housing PCHA will postpone the requirement during this time and allow the participant to make up the community service time. This decision is based on the fact that the parent is the sole provider for this child and day care is not available to a child until the age of six weeks.”

The following addendum will be added to all Public Housing Lease effective 01/10/07:

“All yard sales must be registered with the city and are limited to only four-yard sales per year.”

The following addendum will be added to all Public Housing Leases effective 03/01/09:

“All public housing units will be entered, inspected for pests and treated for pests (unless they have an exemption and are free of pests) on a monthly basis. A complex-wide treatment, defined as all units regardless of treatment history, will be completed annually during the month of June. Treatment will include spraying the applicable exterior areas of each unit and all interior rooms along the baseboards. Baiting for pests may be also necessary on an as-needed basis.

The inspection and treatment will normally be done on the first Wednesday of each month. There is a list (area) for your specific area. We will provide you with this list.

Units will be entered and inspected for pests each month. All units will then be treated unless a tenant or family member has a chronic medical condition which qualifies them for an exemption, as certified in writing by a medical professional, that pesticide treatment would hinder their condition. In the case of a tenant/family with an exemption, their unit will still be entered and inspected on a monthly basis. If treatment is necessary an exempted family will then be allowed a reasonable period of time to leave the unit (not to exceed one hour) so treatment can be completed. Exempted units falling in this category (requiring treatment) will then be treated for three consecutive months thereafter.

Exemptions can only be authorized by written certification from a medical professional. Tenants who believe they qualify for a medical exemption must provide the housing office a completed/signed PHA medical exemption form from their doctor that they have a medical need to be exempted from the pest treatment. Medical exemptions will be valid for a period not to exceed one year from the date they are received in the housing office. It will be the individual tenant/family’s responsibility to ensure exemptions are renewed on an annual basis as applicable. Blank PHA medical exemption forms can be obtained from the housing office.”

The following addendum will be added to all Public Housing Leases effective 07/01/11:

“Due to the increasing amount of damages caused by pets, effective July 1<sup>st</sup>, 2011, all pet security deposits for non-companion/service animals will not be refunded.”

The following addendum will be added to all Public Leases effective 08/01/11:



“all requests stating that the tenant requires an additional bedroom for medical reasons or a unit transfer for medical reasons will require two medical letters from two separate medical facilities’ letterhead paper.

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

**DATE:** \_\_\_\_\_

**CO-TENANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CO-TENANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHA (BY):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## ADDENDUM TO LEASE AGREEMENT

The following addendum will be added to all Public Housing leases effective 09/01/12:

The Executive Board of the Poinsett County Housing PCHA recently approved a change to the public housing lease that affects income reporting and computation of rent. This change, explained below, will go into effect on **September 1, 2012.**

Currently there is a rule, mandated by your lease, requiring all changes in income to be reported to the housing PCHA in writing, within ten (10) days. This requirement remains in effect and **will not** change. What does change however is the method for computing rent when there is an increase in income.

Under the current rule, if there is an increase in income and if it is properly reported within ten (10) days as required by the lease, the increase will not be considered until a tenant's next annual recertification at which time the increase in income will be considered in computation of the monthly rent amount.

Under the new rule which takes effect on **September 1, 2012**, any change in income resulting in an increase of \$200.00 or more per month or \$2,400.00 or more per year **will be considered within the next 30 days** in the computation of monthly rent. This will result in an immediate monthly increase in the rent amount. In other words, income increases exceeding these amounts will be considered **within the next 30 days** instead of waiting until a tenant's next annual recertification. Income changes resulting in amounts less than \$200.00 per month or less than \$2,400.00 per year **will not** be considered until a tenant's next annual recertification.

**RESIDENTIAL LEASE AGREEMENT**

**HOUSING PCHA  
OF  
POINSETT COUNTY  
PART II**

THIS AGREEMENT is executed between the Housing PCHA of Poinsett County (herein called "owner" and

\_\_\_\_\_

(herein called the "Tenant", and becomes effective as of this date: 09/20/1996

(1) Unit: That the Poinsett County Housing PCHA, relying upon the representation of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at

\_\_\_\_\_

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER IS:

\_\_\_\_\_

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) Each household member should be listed by age, oldest to the youngest. All members of the household over age 18 shall execute the lease.

Name	Rel	DOB	Sex
_____	_____	_____	_____

(3) Term: The term of this lease shall be on a month to month basis, renewable annually as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \_\_\_ for the period beginning \_\_\_\_\_ and ending at midnight on the last day of the month.

Thereafter, rent in the amount of \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth day of said month. A utility reimbursement of \_\_\_\_\_ per month (if applicable) shall be paid by the Housing PCHA to the Tenant which is already factored into the rent amount.

(5) Utilities and Appliances: PHA- Supplied Utilities

PHA will provide and pay for the costs of water, sewer and trash pickup.

PHA will supply a cooking range, refrigerator, central heat and air, and hot water heater.

Tenant agrees to pay 0.00 as a Security Deposit. See Part I of the lease for information on treatment of Security Deposit.

<b>Zero Bedroom</b>	<b>\$120.00</b>
<b>One Bedroom</b>	<b>\$120.00</b>
<b>Two Bedroom</b>	<b>\$180.00</b>
<b>Three Bedroom</b>	<b>\$240.00</b>
<b>Four Bedroom</b>	<b>\$240.00</b>

(6) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/We also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

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

**DATE:** \_\_\_\_\_

CO-TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

CO-TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

PHA (BY): \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## RENT CALCULATION OPTION CERTIFICATION

I, \_\_\_\_\_, hereby select the following rent calculation option for the term of the Lease Agreement to which this document is attachment. I, further certify that I fully understand the rent calculation options that are available to me.

I understand that by electing the Percentage of Income calculation I will be required to report any changes in household income or composition within ten days of the occurrence, and that I will be subject to complete annual re-examinations.

I understand that by electing the Flat Rent calculation option, my rent amount will not be adjusted for changes in my income or household composition during the applicable term of electing this option. I understand that if I select the Flat Rent calculation option, I will be required to complete a full re-examination every three years and that the Flat Rent amount may be changed by the Housing PCHA annually.

I further understand that I may change my selection of rent calculation methods at my annual certification date, or at any time for any of the following reasons:

1. The family's income has decreased;
2. The family's circumstances have changed increasing their expenses for child care, method would be more financially feasible for the family.
3. Other circumstances creating a hardship on the family such as the formula method would be financially feasible for the family.

I select the following rent calculation option:

\_\_\_\_\_ Percentage of Income:

\_\_\_\_\_ Flat Rent: 0

By signing below, I certify that I have received the Flat Rent schedule and a complete explanation of my rent calculation options, and that based upon that full understanding I have selected the above indicated rent calculation option.

---

Head of Household Signature and Date

## COMMUNITY SERVICE REQUIREMENT

Public Law as mandated by the U. S. Congress requires that all adult residents of public housing perform eight (8) hours of community service per month. The term community service is defined as “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”. Community service is not employment and may not include political activities.

The community service requirement applies to all adult residents who reside in public housing except those who meet one of the following exemptions:

1. The resident is 62 years of age or older;
2. The resident is a blind or disabled individual as defined by the Social Security Act or is the primary caretaker of such an individual who resides in the same household;
3. The resident is engaged in a work activity program which includes:
  - Employed and working at least 30 hours per week or;
  - Satisfactorily attending school full time, including attendance at a secondary school, participating in vocational educational training, or a job skills training program directly related to employment;
4. The resident meets the requirements for being exempted from having to engage in a work activity program by receiving transitional employment assistance (TEA) from the Department of Human Services or by participating in any other State administered welfare to work program;
5. The resident is an individual who is married and whose spouse works full-time and there is/are preschool age child(ren) who does not attend some type of day care.

Adult residents who do not satisfy one of the exemptions outlined above are required to perform eight (8) hours of community service per month. As previously stated, the service performed must benefit the community. Volunteer work at schools, churches, hospitals, and facilities such as the senior citizen center or community center satisfy the community service requirement. Residents can also assist a disabled or elderly person by helping them meet their daily lifetime needs such as cleaning their residence, shopping for groceries, mowing their lawn, etc. Please note: the disabled or elderly person receiving the assistance must be verified as disabled or elderly in advance by the housing office.

Forms are available at the housing office reception desk that should be used to record and receive credit for community service performed.

A final reminder, community service is a requirement mandated by Congress. Residents who are required to perform community service and fail to do so are putting their lease in jeopardy and could be prohibited from receiving housing assistance at any time in the future.

Feel free to contact the housing office for further information or assistance as necessary.

## COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY REQUIREMENT

The Housing and Urban Development (HUD) office has reinstated the community service requirements for all public housing residents. The community service and self-sufficiency requirement are intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. Congress believes that the community service and self-sufficiency provision allow residents an opportunity to “give something back” to their community and facilitates upward mobility.

The provision requires performing either 8 hours of **community service**, participating in 8 hours of an **economic self-sufficiency program**, or performing a combination of both for 8 hours per month.

The term **community service** is defined in 24 CFR 900.601 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. Community service is not employment and may not include political activities. Community Service or self-sufficiency activities performed by residents **may not be substituted** for work ordinarily performed by the PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirements (24 CFR 960.609).

The Poinsett County Housing PCHA determines what activities are acceptable under community service.

The term **economic self-sufficiency program** is defined in 24 CFR 5.603 as any program “designed to encourage, assist, train, or facilitate the economic independence of HUD assisted families or to provide work for such families.” These programs include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other activities.

The community service requirement applies to all adult residents in public housing except those exempted under Section 12 (c) of the Act. An exempt individual is an adult who:

- 1) Is 62 years or older;
- 2) Is a blind or disabled individual, as defined under 216 (l) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (l) (1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this **subpart**; or is a primary caretaker of such individual;
- 3) Is engaged in work activities;
- 4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
- 5) 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 (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program; or
- 6) Is an individual whose spouse works full-time and there is a preschool age child(ren) who does not attend some type of day care as defined by the Public Housing Agency of Poinsett

County in Resolution 450 effective 01/01/99.

The Poinsett County Housing PCHA will make a determination on each adult resident as to whether or not they comply with exemption status. Initially, information provided to PHA at a family's last re-examination will be utilized to determine this status. PHA will then provide each resident with the following:

- 1) A written description of the service requirement.
- 2) The exempt or non-exempt status of each adult family member.
- 3) The requirement of a signed waiver or acknowledge of service requirement by each adult resident.

After the initial determination and notification of status by PHA, it is the responsibility of the resident to provide written documentation or sign a release of information form to allow the PHA to obtain information to verify their exempt status from the appropriate agency. If a resident's status changes, they will also be required to sign a new waiver or acknowledgment of service requirement.

The obligation of each adult resident of public housing, other than exempt individuals, is as follows:

- 1) Contribute 8 hours per month of community service (not including political activities); or
- 2) Participate in an economic self-sufficiency program for 8 hours per month; or
- 3) Perform 8 hours per month of combined activities as described above.

The Poinsett County Housing PCHA will have available for tenant's possible community service sites and information on possible economic self-sufficiency resources available in the community. Any community service site or economic self-sufficiency resource must be approved by the Poinsett County Housing PCHA prior to resident proceeding with activity. If service requirement activities are available at the Housing PCHA, PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

If qualifying activities are administered by organizations other than PHA, PHA will obtain verification of family compliance from such third parties. It will be the responsibility of PHA to maintain records of pertinent information regarding resident compliance status.

The Residential Lease Agreement states that unless otherwise modified or terminated in accordance with Section XIII, this Lease shall automatically be renewed for successive terms of one month. The Residential Lease Agreement also states that the status of each family is to be re-examined at least once a year for re-determination of rent, dwelling size and eligibility as stated in Section VII (c). The Poinsett County Housing PCHA will review family compliance with service requirements and will verify such compliance annually, at least thirty days prior to the resident's annual re-examination for lease. Violation of the service requirement is grounds for non-renewal of the lease at the time of annual reexamination, but not termination of tenancy during the course of the twelve-month period between annual re-examinations.

If PHA determines a family member to be in noncompliance of service requirement, PHA will notify the resident of this determination.

The tenant, and any other noncompliant resident, may enter into a written agreement with PHA to cure



such noncompliance or provide written assurance satisfactory to PHA that the tenant or other noncompliant resident no longer resides in the unit.

The Tenant may request a grievance hearing regarding the PHA determination, in accordance with the Residential Lease Agreement.

Poinsett County Housing PCHA will ensure equal opportunity and shall not discriminate on the basis of race, color, religion, national origin, sex, family status, and/or disability.

### **LOW RENT HARDSHIP INFORMATION SHEET**

#### **ATTENTION: LOW RENT RECIPIENT**

The Poinsett County Housing PCHA has adopted a policy regarding minimum rent hardship Exemptions. The policy allows tenants to request the hardship exemption from paying the minimum rent of \$25.00. If the resident requests the hardship in writing, the Housing PCHA will immediately suspend the minimum rent for the family until the Housing PCHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting on eligibility determination for a Federal, State, or local assistance program;
2. When the tenant would be evicted as a result of the imposition of the minimum rent requirement.
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

If the Housing PCHA determines that there is no hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. Temporary hardship may be provided for 90 days only. In the case of a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The family may use the grievance procedures to appeal the Housing PCHA determination.

If you have questions regarding the policy changes, you may contact our office.

## HOUSING PCHA OF POINSETT COUNTY

### PROJECT AR121-001

#### PET POLICY

The following policy is established to govern the keeping of service or companion pets in and properties owned and operated by the Housing PCHA of Poinsett County.

1. Resident is permitted to have a maximum of two (2) caged, domesticated animals without prior approval from the PHA. Permitted pets are: hamsters, gerbils, mice, rabbits, guinea pigs, chipmunks, squirrels, birds, or reptiles (excluding snakes). (Note: the PHA considers fish in an aquarium to be a decoration, not pets.)
2. Resident is permitted to have one (1) dog or cat.
3. Size limit: All pets listed above (except birds) shall be limited in size to 16 inches, excluding tail, no more than 18 inches in height, and no more than 25 lbs. at full maturity. Caged birds shall be limited in size to no more than 12 inches.
4. All female dogs and cats are to be spayed. If such animals are not spayed and have offspring the Resident is in violation of this rule.
5. No pet may be kept in violation of humane or health laws.
6. Pets are prohibited from being kept on a temporary basis for anyone.
7. Dogs and cats are to be licensed yearly with proper authorities, and Resident must show proof of yearly distemper and rabies boosters.
8. Pets are to remain inside the Resident's unit unless on a leash. Pets are not permitted to be left outside on a chain for periods exceeding one (1) hour. Pets are not permitted to be left outside on a chain when Resident is not at home.
9. Cats are to use litter boxes kept in Resident's premises. Resident is not allowed to let waste accumulate.
10. Residents are responsible for promptly cleaning up pet droppings, if any, inside or outside of unit, and properly disposing of said droppings. If management has to remove pet waste from tenant's unit or area in which Resident has walked his/her pet, a charge not to exceed \$5.00 for each occurrence will be issued.
11. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
12. Resident shall not permit any disturbance by his/her pet which would interfere with the quiet enjoyment of other tenants; whether loud barking, howling, biting, scratching, chirping, or other such activities. No vicious or intimidating pets shall be kept.
13. If pet is left unattended for twenty-four (24) or more hours, the Housing PCHA may enter to remove the pet and transfer it to the proper authorities. Also, the tenant must provide the name, address, and telephone number of one or more parties who will provide care for the pet if owner dies, is incapacitated, etc.
14. Residents shall not alter their unit to create an enclosure for an animal. Also, no animal pens or houses shall be allowed on the project.
15. Resident is responsible for all damages caused by his/her pets.
16. Residents are prohibited from feeding any stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing PCHA.
17. No pets shall be allowed in the PHA offices.

18. Resident shall pay a pet damage deposit in addition to the regular security deposit. This deposit shall be paid in advance or on the acceptance of said pet by the Resident. The deposit is not refundable after the Resident disposes of the pet or moves. The amounts of pet deposits are as follows:

Dogs \$100.00  
Cats \$ 50.00

19. All pets must be caged when Maintenance, Contractors, Staff, or other authorized personnel enter the unit.

20. Residents who violate these rules are subject to:

- (a) \_\_\_\_\_ being required to get rid of the pet within 30 days of notice by the Housing PCHA; and/or
- (b) eviction.

IN WITNESS WHERE OF, the parties have executed this Lease Addendum 06/25/2020 at Marked Tree, Arkansas.

Housing PCHA of Poinsett County

By \_\_\_\_\_

\_\_\_\_\_

Resident

## HOUSING PCHA OF POINSETT COUNTY

### PROJECT AR121-001

#### PET POLICY FOR ASSISTANCE/SERVICE ANIMALS

The following policy is established to govern the keeping of service/assistance or companion pets in and properties owned and operated by the Poinsett County Housing PCHA.

PHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit PHA's developments and dwelling units. 24 CFR 5:24 CFR 960, 705. PHA must grant this exclusion if the following is provided.

The resident or prospective resident verifies that they are persons with disabilities by completing PHA's reasonable accommodation process: resident must submit a request in writing and a medical statement from a health professional stating the need of a service/ companion animal and how it meets the need of the disabled. The animal actually assists the person with a disability.

1. Definition of "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a "pet" and thus is not subject to the PHA's pet policy. Assistance animals are animals that work, provide assistance, perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by owners and, in some cases, no special training is required. An assistance animal may also be referred to as a "companion animal".
2. Definition of "Service Animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheel chairs and eyeglasses, and such must be permitted, 24 CFR 5.303; CFR 36.104.
3. Assistance/service animals are exempt from PHA's "pet" restrictions including pet deposits or monthly pet fees. However, all reasonable lease violations relating to health and safety apply to assistance/service animals such as maintaining the premises in a clean and sanitary condition and ensuring that neighbors enjoy their premises in a safe and peaceful manner, (as described in items 4-18 of this policy).
4. All female dogs and cats are to be spayed. If such animals are not spayed and have offspring the resident is in violation of this rule.
5. No assistance /service/companion animal may be kept in violation of humane or health laws.
6. Any animal is prohibited from being kept on a temporary basis for anyone.
7. Dogs and cats are licensed yearly with the proper authorities, and Resident must show proof of yearly distemper and rabies booster.
8. Assistance/service/companion animals are to remain inside the resident's unit unless on a leash. Assistance/service/companion animals are not permitted to be left outside on a chain for periods exceeding one (1) hour. Assistance/service/companion animals are not permitted to be left outside on a chain when the Resident is not at home.
9. Cats are to use litter boxes kept in Resident's premises. Resident is not allowed to let waste

accumulate.

10. Residents are responsible for promptly cleaning up animal droppings, if any, inside or outside of their unit, and properly disposing of said droppings. If management has to remove animal waste from tenant's unit or area in which Resident has walked his/her animal, a charge not to exceed \$5.00 for each occurrence will be issued.
11. Resident shall take adequate precautions to eliminate any animal odors within or around unit and maintain unit in a sanitary condition at all times.
12. Resident shall not permit any disturbance by his/her assistance/service/companion animal which would interfere with the quiet enjoyment of other tenants; whether loud barking, howling, biting, scratching, chirping, or other such activities. No vicious or intimidating pets shall be kept.
13. If assistance/service/companion animal is left unattended for twenty-four (24) hours or more, the Housing PCHA may enter to remove pet and transfer it to the proper authorities. Also, tenant must provide the name, address, and telephone number of one or more parties who will provide care for the pet if the owner, dies, is incapacitated, etc.
14. Residents shall not alter their unit to create an enclosure for an animal. Also, no animal pens or houses shall be allowed on the project.
15. Resident is responsible for all damages caused by his/her assistant/service/companion animal.
16. Residents are prohibited from feeding any stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing PCHA.
17. Only service/assistants will be allowed in the PHA offices.
18. All assistance/service/companion animals must be caged when Maintenance, Contractors, Staff or other authorized personnel enter the unit. Residents who violate these rules are subject to:  
(a) being required to get rid of the animal within 30 days of notice by the Housing PCHA; and/or  
(b) eviction.

IN WITNESS WHERE OF, the parties have executed this Lease Addendum on 06/25/2020 Marked Tree, Arkansas.

Housing PCHA of Poinsett County

By \_\_\_\_\_, Resident

\_\_\_\_\_, Witness

## GRIEVANCE PROCEDURE

### Applicability

This Grievance Procedure shall be applicable to all individual grievances as defined in paragraph 2a below between the resident and the PHA, **except for evictions concerning the termination of tenancy that involve the following:**

**Any activity (including, but not limited to, criminal activity) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA; or**

**Any drug-related activity on or off such premises; or**

**Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.**

The PHA Grievance Procedure shall not be applicable to disputes between Residents not involving the PHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Residents and the PHA's Board of Commissioners.

### 2. Definitions

Grievance shall mean any dispute which a Resident may have with respect to PHA action or failure to act in accordance with the individual Resident's lease or PHA regulations which adversely affect the individual Resident's rights, duties, welfare, or status.

Complainant shall mean any Resident whose grievance is presented to the PHA or at the project management office in accordance with paragraphs 3 and 4a.

Selecting Official. The selecting official shall be the Executive Director of the PHA.

Elements of due process shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

- (1) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;  
Opportunity for the Resident to examine all relevant documents, records and regulations of the PHA prior to the trial for the purpose of preparing a defense;  
Right of Resident to be represented by counsel;  
Opportunity for the Resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable which the Resident may have; and  
A decision on the merits.
- e. Hearing Officer shall mean a person selected in accordance with paragraph 4 to hear grievances and render a decision with respect thereto.
- f. Resident Shall mean any lessee or the remaining head of the household of any Resident family residing in housing accommodations covered under this Grievance Procedure.
- g. PHA shall mean the Housing PCHA of the Poinsett County, Arkansas.

### 3. Informal Settlement

Any grievance shall be personally presented, either orally or in writing, to the PHA office or to the

Office of the Project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to Resident and one retained in PHA's Resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under paragraph 4 may be obtained if the complaint is not satisfied.

4. Procedure to Obtain a Hearing

a. Request for Hearing

The complainant shall submit a written request for a hearing to the PHA or to the development office within ten working days after receipt of the summary of discussion pursuant to paragraph 3 above. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action of relief sought.

b. Selection of Hearing Officer

Grievance shall be presented before a hearing officer. A hearing officer shall be selected as follows:

The hearing officer shall be an impartial, disinterested person selected by the PHA Executive Director, other than a person who made or approved the PHA action under review or a subordinate of such person.

The PHA shall consult the resident organizations before PHA appointment of the hearing officers. Any comments or recommendation submitted by the resident organizations submitted by the resident organizations shall be considered by the PHA before the appointment.

a. Failure to Request a Hearing

If the complainant does not request a hearing in accordance with this paragraph, then the PHA's disposition of the grievance under paragraph 3 above shall become final, provided, that failure to request a hearing shall not constitute a waiver by complaint of his or her right thereafter to contest the PHA's action in disposing of the complaint in appropriate judicial proceeding.

b. Hearing Prerequisite

All grievances shall be personally presented either orally or in writing, pursuant to the informal procedure prescribed in paragraph 3 above as a condition precedent to a hearing under this section, provided, that if the complaint shall show good cause why he failed to proceed in accordance with paragraph 3 above to the hearing officer or hearing panel, the provisions of this subparagraph may be waived by the hearing officer or hearing panel.

e. Escrow Deposit

Before a hearing is scheduled in any grievance involving the amount of rent in the resident's

lease which the PHA claims is due, the complainant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of his grievance in any appropriate judicial proceeding.

f. Schedule of Hearings

Upon complaint's compliance with subparagraph a, d. and e of paragraph 4, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place, and the procedures governing the hearing, shall be delivered to the complainant and the appropriate PHA official.

5. Accommodation of Residents with Disabilities

- a. Reasonable accommodation for Residents with disabilities to participate in the hearing will be provided by the PHA. Reasonable accommodation may include qualified sign language interpreters, readers, accessible location, or attendants.
- b. If the Resident is visually impaired, any notice to the Resident which is required under this procedure, will be in an accessible format.

6. Procedures Governing the Hearing

- a. The hearing shall be held before a hearing officer.
- b. The complainant shall be afforded a fair providing the basic safeguards of due process, which shall include:
  - (1) The opportunity to examine before the hearing, and at the expense of the complainant, to copy all documents, records, and regulations of the PHA that are relevant to the hearing. Any document not so made available after the request therefore by the complainant may not be relied on by the PHA at the hearing.
  - (2) The right to be represented by counsel or another person chosen as his or her representative;
  - (3) The right to a private hearing unless the complainant requests a public hearing;
  - (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses on whose testimony or information the PHA or project management relies; and
  - (5) A decision based solely and exclusively upon the facts presented- at the hearing.
- c. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
- d. If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer may



make a determination that party has waived his or her right to a hearing. Both the complainant and the PHA shall be notified of the determination by the hearing officer, provided, that a determination that the complaint has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

f. The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the PHA, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.

g. The complaint or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

#### 7. Decision of the Hearing Officer

a. The hearing officer shall prepare a written decision, together with reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by prospective complaint, his representative, or the hearing officer.

b. The decision of the hearing officer shall be binding on the PHA, which shall take all actions or refrain from any actions, necessary to carry out the decision, unless PHA Board of Commissioners determines within 30 days and promptly notifies the complainant to its determination, that

The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status;

The decision of the hearing officer is contrary to applicable Federal, State, or Local Law, HUD regulations or requirements, or requirements of the Annual Contributions Contract between HUD and the PHA.

c. A decision by the hearing officer or Board of Commissioners, in favor of the PHA or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of nor affect in any manner whatever rights the complainant may have to a trial de novo, a judicial review in any judicial proceedings, which may thereafter be brought in the matter.