



LUCAS METROPOLITAN HOUSING LEASE

INTRODUCTION

THIS LEASE is a contract between the Lucas Metropolitan Housing Authority (“LMH”) and the person(s) named in Section 1, who is/are identified or referred to as “Tenant” or “Resident” in this Lease.

The housing apartment/home and community described below are called the “premises” in this Lease. In consideration of the statements made by Resident in the application for public housing and this Lease, LMH leases and Resident rents the premises under the terms and conditions stated in this Lease.

Section 1. DESCRIPTION OF THE PREMISES AND MEMBERS OF THE HOUSEHOLD

**Apartment/Home No
Address**

**Account No
Bedrooms**

Community

Monthly Rent \$

The premises will be occupied only by Resident and the following other members of the household:

<u>NAME</u>	<u>DATE OF BIRTH</u>	<u>AGE</u>	<u>SSN</u>	<u>RELATIONSHIP</u>
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Any additions to these household members, including live-in aides and foster children, but excluding births, adoptions, and court-awarded custody of a child, require LMH’s advance written approval. LMH will grant such approval only if new household members meet LMH’s screening standards, including a criminal record check by a law enforcement agency, and an apartment/home of proper size is available. Permission to add live-in aides or foster children will not be unreasonably refused. Resident must report births, adoptions, and court-awarded custody of a child, and any reduction in household members, to LMH, in writing, within 10 days after the occurrence. If Resident fails to report changes in members of the household, LMH may terminate this Lease and obtain possession of the premises using all available legal remedies.

Resident agrees that the Admissions and Continued Occupancy Policy (“ACOP”), House Rules, including amendments, are as much a part of this

Lease as if they were fully stated in this Lease. The ACOP and House Rules are posted in Resident’s Management Office and at LMH’s Central Office. Upon request, LMH will provide a copy of the ACOP or House Rules at its cost. All subsequent copies will be at the expense of the requester as stated in the Public Records Request Procedure.

Section 2. TERM AND RENEWAL OF LEASE

This Lease is for an initial term of one year, beginning on the date the Lease is signed, and will automatically be renewed for successive terms of one year. LMH may decide not to renew the Lease if Resident or any adult household member fails to meet the requirement for community service or participation in an economic self-sufficiency program. LMH may terminate the Lease at any time under the rules stated in 24 CFR 966.4(I) and Lease Section 15.

Section 3. RENT PAYMENTS

- a) Monthly rent of \$ _____ is due and payable no later than the first day of each month beginning _____. The rent for the remainder of the first month is \$ N/A. Resident will receive a utility reimbursement of _____. Rent includes all maintenance services due to normal wear and tear and may include utilities as described in Section 6. The stated amount of rent is due each month unless it is changed as described in Section 7. Rent and other charges can be paid: 1) online at the link provided to you by LMH; 2) via U.S. Postal mail; or 3) by personal check, money order, or cashier’s check at the management office of the AMP where the Resident resides. LMH will not accept

cash payments ~~at the management office~~. Rent is considered delinquent if it is not received by LMH or, if mailed, post marked after midnight of the ~~7~~ 5th day of the month. LMH will give Resident written notice stating any change in the amount of rent, and when the change is effective. The notice will state that Resident may ask for an explanation stating the specific grounds for the decision, and that if Resident does not agree, Resident has the right to request a hearing under the Resident Grievance Procedure. LMH will respond to a request for explanation within 15 days.

- b) Resident must pay “retroactive rent.” Retroactive rent is rent owed by Resident, for example, when Resident fails to provide adequate documentation, fails to report changes in income or family composition within LMH’s time limit, or misrepresents income or family circumstances to LMH. Resident must pay all retroactive rent in the same month it is posted to Resident’s rent account unless an exception stated in the ACOP applies or LMH agrees to a payment plan. Resident’s failure to timely pay retroactive rent is a material breach of this agreement and LMH has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

Section 4. OTHER CHARGES

In addition to rent, Resident is responsible to pay other charges described in this Lease. Other charges can include:

- a) Maintenance Charges are the costs for maintenance and repair to the apartment/home, facilities, buildings, common areas, or grounds, other than normal wear and tear, caused intentionally or negligently by Resident, household members or a guest. When LMH determines that the need for maintenance does not result from normal wear and tear, LMH will charge Resident for the maintenance or damage as stated in LMH’s posted Schedule of Maintenance Charges or for work not listed on that Schedule, based on the actual cost of labor and materials. Court costs from the Toledo Municipal Court or the Sylvania Municipal Court may, if appropriate, be assessed if Resident is filed in court for a forcible entry and detainer action (FED) or in the case of ~~LMH being granted possession and or evicted~~.
- b) ~~Late Fees will be assessed for late payment of rent, which is rent paid or postmarked after the 7th day of the month.~~
- c) Resident agrees to pay the returned check fee charged by LMH’s bank.
- d) ~~Residents residing at Vistula Manor, Flory Gardens, Teneyck Towers, Ashley Arms and Dorrell Manor, will be assessed a \$12.00/mo. air conditioner fee from May through September.~~
- e) Any charges made under this section become due and collectible no earlier than 2 weeks after LMH gives written notice of the charges. A Resident who wishes to dispute a charge or charges may use the Resident Grievance Procedure.

Section 5. SECURITY DEPOSIT

- a) Resident Responsibilities: Resident may be required to pay a security deposit to LMH at the time of admission. The Resident agrees to pay a security deposit equal to one month’s rent or \$50.00, whichever is greater. The security deposit is to be paid in full prior to occupancy unless LMH agrees to accept the payment of the security deposit in installments as set forth in Section 8 of the ACOP. When provided for in the House Rules or Pet Policy, which are both attached hereto and incorporated herein as if completely restated, Resident agrees to pay an additional security deposit.
- b) Upon termination of the rental agreement any property or money held by the LMH as a security deposit may be applied to the payment of past due rent and to the cost of repairs for damages LMH has suffered because of the Resident’s noncompliance with R.C. 5321.05 or this Agreement, including attachments. Any deduction from the security deposit shall be itemized and identified by LMH in a written notice delivered to the Resident together with the amount due, within thirty days after termination of this Agreement and delivery of possession. The Resident shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from LMH may be sent.

Section 6. UTILITIES AND APPLIANCES

- a) LMH-Supplied Utilities: LMH supplies water and sewer service. If indicated by an (X), LMH also supplies the indicated utility:
 Electricity Natural Gas Other_____
- b) LMH will not be liable for failure to supply utility service for any reason beyond its control.

- c) LMH supplies a ~~Cooking Range~~ Stove and Refrigerator.
- d) Resident may install and operate other major appliances, such as air-conditioners, freezers, extra refrigerators, washers, and dryers, only with LMH's advance written approval. LMH will charge Resident for use of these appliances as well as LMH installed air conditioners, in accordance with LMH's Schedule of Maintenance Charges and Section 4, above.
- e) Resident-Paid Utilities: If Resident resides in a development at which LMH does not supply electricity, or natural gas, LMH will credit Resident with a utility reimbursement appropriate for the size and type of apartment/home and Resident will be responsible to pay the utility bill. If the utility reimbursement exceeds the amount of Resident's rent, LMH has the option to pay the difference directly to the utility company or to the Resident. If a Resident fails to maintain their utility service while receiving the utility reimbursement directly, Resident forfeits the ability to receive the utility reimbursement directly, and LMH will pay the utility reimbursement directly to the utility provider(s). Resident will maintain utility service in Resident's name or the name of another adult household member. If Resident fails to maintain a utility service, LMH will issue Resident a 30-day notice to terminate the Lease. Resident will be responsible for all cost-of-service transfer for failure to maintain a utility service. When Resident has control of the heat, Resident agrees to maintain sufficient heat to prevent the pipes from freezing. If Resident is unable to maintain sufficient heat, Resident will immediately notify the Management office. Resident will be charged for any damage resulting from the failure to maintain sufficient heat or to notify management unless the cause was beyond Resident's control.
- f) LMH may change the utility reimbursement at any time during the term of the Lease but will give Resident a 60-day advance written notice of the revised reimbursement and any changes in rent or utility reimbursement.
- g) Resident Responsibilities: Resident agrees not to waste the utilities provided by LMH and to follow any law regulating utilities or fuels. Resident authorizes utility suppliers to provide LMH with any data necessary to adjust utility reimbursements or pertinent to the adjustment or the consumption of utilities. Resident agrees to sign any authorization needed for LMH to obtain information from a utility company.

Section 7. REDETERMINATION OF RENT, FAMILY COMPOSITION AND DWELLING SIZE

- a) LMH will re-examine the income and family composition of Resident's household at least once a year. ~~LMH will re-examine the family composition of Residents paying Flat Rent at least once a year and re-examine their income yearly every 3 years.~~ At the annual re-examination, Resident must verify compliance with the 8 hour per month community service requirement if it applies to Resident.
- b) Resident agrees to furnish such information and certifications regarding family composition and income as are necessary for LMH to make determinations regarding rent, eligibility, and the appropriateness of dwelling size. LMH will use this information to decide whether the rental payment should be changed and whether the size of the apartment/home is still appropriate for the family composition. LMH will make these determinations in accordance with the ACOP.
- c) LMH may terminate the Lease if Resident fails to supply such information when requested.
- d) All information must be verified. Resident agrees to sign any authorization needed for LMH to obtain information from others and provide documents or other verifying information.
- e) LMH will give reasonable notice of the action Resident must take and the date by which that action must be taken to comply with this Section.
- f) Rent will not change between annual re-examinations, unless:
 - 1) A person with income joins the household.
 - 2) Resident can verify a change in circumstances, such as a loss of income, which justifies a reduction in rent. Rent will not be reduced because Resident's grant from the Department of Jobs and Family Services is reduced because of Resident's fraud or failure to comply with economic self-sufficiency requirements. If LMH grants a reduction, Resident must report later increases in income within 10 days of the occurrence, until the next reexamination. Failure to report within 10 days may result in a retroactive rent charge.
 - 3) If LMH finds that Resident has misrepresented the facts, so that Resident's rent is less than Resident should have been charged, LMH may increase the rent retroactive to the first of the month following the month when the misrepresentation occurred.
 - 4) Rent formulas or procedures are changed by Federal law or regulation.
- g) All changes in family composition must be reported to the ~~Property Management Office~~ ~~Property Manager~~ within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.
- h) LMH will not revise this Lease to permit a change of family composition to allow adult children to move into the apartment/home, unless LMH determines that the change is essential under its Reasonable Accommodation Policy. Adult children are subject to the ACOP rules for new admissions.
- i) Rent Adjustments: LMH will give Resident written notice stating any change in the amount of rent, when the change is effective, and that Resident may ask for an explanation stating the specific grounds for the decision and, if Resident disagrees, Resident has the right to request a hearing under the Resident Grievance Procedure.

- 1) Rent decreases become effective on the first day of the month following the reported change in circumstances, provided Resident reports and **verifies the change within 10 days of the occurrence and the change is verified on or before 7 days prior to the end of the month.**
 - 2) When an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the rent increase becomes effective the first day of the 2nd month following the month when the change was reported.
 - 3) When a rent increase is due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income after a reduction in rent, LMH will increase the rent retroactive to the first of the month following the month when the misrepresentation or failure to report occurred.
- j) **Over-Income Families:**
- 1) **Non-Public Housing Over Income (NPHOI) families cannot be subject to income reexaminations.**
 - 2) **For over-income families in the period after the 24 consecutive month grace period, but before their tenancy termination, LMH will conduct an interim reexamination of family income as otherwise required under [24 CFR 960.257].**
 - 3) **The resulting income determination will not make the family eligible to remain in the public housing program beyond the period before termination as defined by LMH policy.**
 - 4) **For over-income families who are in their grace period, [24 CFR 960.257] and [24 CFR 960.507(c)] will dictate when income reexaminations occur.**
 - 5) **After a family's income has exceeded the over-income limit for two consecutive years or 24 consecutive months (the "grace period") a PHA must either terminate the family's tenancy within six months or charge the family the alternative non-public housing rent (alternative rent).**
 - 6) **LMH will require Public Housing families whose incomes exceed the "Over-Income" limits for 24 consecutive months to vacate Public Housing within 60 days of the end of the 24-month over-income period.**
 - 7) **LMH will give every Over-Income family a 24-month "grace period" during which, if their income should fall below the Over-Income limit, these provisions do not apply; and**
 - 8) **If the tenant family's income later exceeds the Over-Income limit, the 24-month grace period starts over; and**
 - 9) **LMH has determined that the most reasonable course of action in this situation is to notify the affected over-income families when they first become over-income; again 12 months after they first become over-income; and finally, 24 months after they become over-income. LMH will require these over-income families to vacate public housing within 60 days after the 24-month grace period.**

Section 8. TRANSFERS

- a) LMH will send Resident written notice if LMH determines that the size or design of the apartment/home is no longer appropriate to Resident's needs. The notice will state that Resident may ask for an explanation stating the specific grounds for the decision and that if Resident disagrees; Resident has the right to request a conference ~~hearing under the Resident Grievance Procedure~~. Resident agrees to transfer to an appropriate size apartment/home based on family composition or appropriate design, upon proper notice that such an apartment/home is available, and to leave the apartment/home from which Resident is moving in a clean and safe condition.
- b) LMH may move a Resident into another apartment/home if LMH determines it necessary to rehabilitate, modernize, dispose, or demolish apartment/home currently occupied by Resident.
- c) Resident agrees to request, in writing, special apartment/home features to accommodate a verified disability/handicap. If LMH approves the request, LMH will have the choice to modify the current apartment/home or transfer Resident to another apartment/home with the requested features.
- d) A Resident without disabilities or handicaps housed in an apartment/home with special features must transfer to an apartment/home without such features should a Resident with disabilities need the apartment/home with special features.
- e) To make the full and best use of accessible apartment/homes, a Resident residing in an accessible apartment/home who does not require all the features of the apartment/home may be transferred to another apartment/home appropriate for the Resident's needs. A second Resident, who requires the full range of features, will then be placed in the accessible apartment/home.
- f) In the case of involuntary transfers, Resident will be required to move into the apartment/home made available by LMH. Resident will be given 30 days to move following delivery of a transfer notice.
- g) LMH will decide any Resident request for transfer under the rules consistent with the ACOP and the Grayson decision.
- h) Upon granting a transfer a Resident will have 3 business days to decide if the Resident will accept the offer. If the Resident does not respond in 3 business days, the offer will be void and the Resident will either remain in the

apartment/home where they reside and be removed from the transfer list or issued a lease termination notice in cases where the transfer is mandatory.

- i) Upon accepting a transfer offer, a Resident will have 7 calendar ~~5-business~~ days to move into the offered apartment/home and return the keys to their previous apartment/home to the property manager or designee. Failure to move in the 7 calendar ~~5-business~~ days will result in the Resident being charged for occupying 2 apartment/homes, each day the previous apartment/home keys have not been returned. Delays not caused by the resident are an exception to this rule. ~~If the transfer is from public housing to section 8 housing residents non-compliant with Housing Choice Voucher transfer procedures will have their voucher rescinded as a result.~~

Section 9. OCCUPANCY OF THE PREMISES AND RESIDENT'S OBLIGATIONS

- a) Use and Occupancy of Dwelling: Resident has the right to the exclusive use and occupancy of the apartment/home for Resident and other household members identified in Section 1. This provision permits reasonable accommodation of Resident's guests for a period not exceeding fourteen (14) consecutive calendar days each year. The Manager may extend this time limit, upon the advance written request of Resident. All adult members of the household must sign a new Lease within 10 days after the date when any household member becomes an adult at the age of 18. ~~It is the resident's responsibility to inform the office when a minor has become an adult. Failure to inform the office within 10 days does constitute non-compliance of the lease.~~
- b) At the time of admission, all Residents must identify someone to be contacted in the case of an emergency.
- c) In consideration of these rights, Resident must remain in material compliance with the terms of the Lease:
 - 1) Pay rent and all other rightful charges on or before the first day of the month. If Resident pays the rent late, more than three times in a calendar year, LMH may terminate the lease for cause.
 - 2) Refrain from, and cause Resident's household members and guests to refrain from, negligently, intentionally, or maliciously destroying, defacing, damaging, or removing any part of the premises (including the LMH-supplied appliances and other contents) or any LMH-owned property.
 - 3) Pay reasonable charges, other than for wear and tear, for the repair of damages to the premises, property, buildings, facilities, grounds, or common areas caused by Resident, Resident's household members or guests.
 - 4) Not assign the Lease, sublease the apartment/home, or provide accommodation for boarders or lodgers.
 - 5) Use the apartment/home solely as a private dwelling for Resident and Resident's household members identified in Section 1, and not to use or permit its use for any other purpose.
 - 6) Abide by necessary and reasonable regulations established by LMH for the benefit and wellbeing of the housing development and the Residents. Policies and procedures are available at the Management Office and upon request to LMH's Central Office and incorporated by reference in this Lease.
 - 7) Comply with all obligations imposed upon Residents by provisions of building and housing codes materially affecting health and safety.
 - 8) Keep the apartment/home and such other areas as may be assigned to Resident for exclusive use in a clean and safe condition. This includes keeping sidewalks, front and rear entrances, and side yards free of debris and litter, and keeping sidewalks and front and rear entrances free of snow and ice. LMH will make an exception to this requirement if Resident, because of age or disability, is unable to perform such tasks and has no household members to assist with compliance. Violation of housekeeping standards is a serious violation of the Lease.
 - 9) Dispose of all ashes, garbage, rubbish, and other waste from the apartment/home in a sanitary and safe manner only in containers approved or provided by LMH and refrain from and assure that all members of Resident's household and guests refrain from, littering or leaving trash or debris in common areas, balconies, or grounds. All garbage must be properly placed in dumpsters or other containers; failure to comply will result in additional charges under Section 4.
 - 10) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, equipment, and appurtenances including elevators, in a reasonable manner.
 - 11) ~~Assure that: Resident, household members and guests do not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents, including false fire alarms, or any drug-related criminal activity on or off the premises; any other person under Resident's control does not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on the premises; and no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Residents.~~ Resident shall ensure that resident, resident's occupants, resident's guests and resident's invitees shall not engage in, perpetrate, permit, encourage, intend to facilitate, or actually facilitate any criminal activity of any kind on or near the premises. If resident fails to ensure that no criminal activity occurs, whether or not resident knew of such criminal activity, any such criminal activity is a material violation of the lease subjecting the resident and occupants to immediate termination and eviction.

- 12) Remove trash, rubbish, furniture, and appliances, if applicable, in a timely manner. Failure to comply will result in additional charges under the Schedule of Maintenance Charges and lease termination.
- 13) Always keep all smoke detectors in proper working order and supplied with batteries that charge the detector. Do not disable any smoke detector. Residents are required to regularly test all smoke detectors and notify LMH immediately of any problem, defect, malfunction, or failure; and not use the smoke detector improperly to cause false fire alarms. Failure to comply with this paragraph may result in LMH charging Resident for repair or replacement and for reimbursement of charges levied against LMH by any city within LMH's jurisdiction, for failure to keep the smoke detector operable or causing false fire alarms. LMH may act to terminate the Lease.
- 14) Act, and cause household members or guests to act, in a manner that will not disturb other Residents' peaceful enjoyment of their accommodations; and be conducive to maintaining all LMH developments in a decent, safe, and sanitary condition. Resident agrees not to make or permit noises or acts that will disturb the rights or comfort of neighbors, including, but not limited to, keeping the volume of any electronic device, including but not limited to, a cell phone, tablet, radio, tape or CD player, television, or musical instrument at a level that will not disturb neighbors.
- 15) Without LMH's advance written approval, not: make any alterations, repairs or decorations to the interior or exterior of the apartment/home, grounds, or equipment; install additional equipment (such as satellite dishes); make any changes to locks or install new locks on any doors; or use any wallpaper, contact paper or nails, tacks, screws, brackets or fasteners on any part of the apartment/home (except for a reasonable number of picture hangers). Satellite dishes shall not be attached to dwelling, garage or shed.
- 16) Act in a cooperative manner with neighbors and LMH staff; refrain from, and cause members of Resident's household or guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors and LMH staff, service providers, police and emergency response personnel.
- 17) Remove promptly all belongings from a fire-damaged apartment/home and dispose of them; take reasonable precautions to prevent fires; refrain from storing or keeping flammable materials upon the premises, i.e., kerosene, gasoline, and explosives. Remove any personal property left on LMH property when Resident leaves, abandons or surrenders the apartment/home.
- 18) Avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairs and to avoid using these for purposes other than going in and going out of the apartment/home; to refrain from erecting or hanging radio or television antennas or other objects on or from any part of the apartment/home; to clear snow from sidewalks and front and rear entrances.
- 19) Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and only after having received written permission of LMH. Nothing herein contained shall inhibit the Resident from having seasonal decorations placed by tape on outer doors.
- 20) Except for circumstances beyond Resident's control, give advance, written notice to LMH of Resident's leaving the apartment/home unoccupied for more than 7 days.
- 21) Refrain from and cause household members to refrain from keeping, maintaining, harboring, or boarding any animal in the apartment/home except in accordance with LMH's Pet Policy, unless a verified disability warrants a service animal or companion animal. Resident agrees to comply with the Pet Policy and that violation of the Pet Policy may be grounds for removal of the pet or termination of the tenancy of the household member who owns the pet.
- 22) Register all vehicles with the Management Office, which includes make, model, year and license plate number, and maintain the required sticker for all vehicles of Resident and other household members. Absent LMH's advance, written approval of verified circumstances, Resident is limited to registering one car per driver.
- 23) Refrain from parking, driving, or permitting guests to park or drive vehicles on or across lawn areas of LMH-owned properties. Refrain from parking vehicles in the following places at LMH-owned properties: in front of dumpsters or fire hydrants, in fire lanes, in any right-of-way, in handicapped parking areas, in other designated "no parking" areas or on lawn areas. Refrain from performing vehicle repairs or from keeping abandoned vehicles or vehicles on jacks in any parking area or on LMH property. The term "vehicle," when used in this Lease, refers to all automobiles, trucks, motorcycles, house trailers, campers, vans, boats or other motor vehicles. Any vehicle violating this paragraph will be towed immediately at Resident's expense.
- 24) Refrain from parking any vehicle: without valid registration and identification stickers on LMH property. Vehicles must have inflated tires and must not be on blocks or create other hazards or unsightly conditions. Any vehicle violating this paragraph will be towed, after a 24hour notice is posted, at Resident's expense.
- 25) Use reasonable care to keep the apartment/home in such condition as to ensure proper health and sanitation standards for Resident, household members and other Residents. Resident will promptly notify LMH of any need to repair the apartment/home, of unsafe or unsanitary conditions in the apartment/home, in common areas and on LMH grounds, and of any water leak or mold growth. LMH will treat Resident's failure to promptly report these conditions to be a contributing cause of any resulting damage.

- 26) Not commit any fraud in connection with any Federal Housing Assistance program, and not receive assistance for occupancy of any other apartment/home assisted under any Federal Assisted Housing program during the term of the Lease.
- 27) Refrain from use of prohibited tobacco products, including, but not limited to, burning of tobacco leaves, such as cigarettes, cigars, pipes, and waterpipes (hookahs), inside all indoor areas of LMH's living apartment/homes, indoor common areas, electrical closets, storage units, public restrooms, community center rooms or areas, ~~day-care centers~~, laundry areas and LMH's office buildings.
- 28) Perform at least 8 hours per month of qualifying community service or economic self-sufficiency program activities, unless the requirement is waived due to age, disability, or the fact that Resident is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- 29) Refrain from and assure that household members and guests refrain from tampering with utility meters, telephone boxes, cable boxes, electrical boxes, mailboxes, pull stations and smoke detectors. Resident, household members, guests and other persons under Resident's control must not tamper with or destroy LMH's security cameras and devices, equipment, appliances, and property.
- 30) Comply with all applicable anti-harassment laws, regulations, codes, and statutes.

Failure to comply with any one of the above compliance requirements would be a material breach of the Resident's obligations under the Lease and could be a sufficient basis for LMH to terminate the Lease consistent with Ohio law.

LMH SUGGESTS THAT RESIDENT OBTAIN RENTER'S INSURANCE FOR THE PROTECTION OF RESIDENT'S HOUSEHOLD GOODS AND FURNISHINGS AND MOTOR VEHICLE INSURANCE. LMH DOES NOT OFFER SUCH INSURANCE.

Section 10. CRIMINAL ACTIVITY

LMH maintains a zero tolerance or One Strike policy regarding criminal activity and drug-related criminal activity.

- a) LMH will immediately terminate the Lease if it determines that:
 - 1) Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - 2) Any household member or guest has engaged in drug-related criminal activity on or off the premises, or any other person under Resident's control has engaged in such activity on the premises.
 - 3) A household member is illegally using a drug or engaging in a pattern of illegal use of a drug that interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents.
 - 4) Any criminal activity by a household member or guest threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, including LMH management staff residing on the premises, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 - 5) A household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony or high misdemeanor under the laws of the place from which the individual flees; or violating a condition of probation or parole imposed under Federal or State law.
 - 6) A household member has engaged in a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents; or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- b) For the purposes of this Section, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or employees of LMH, includes, but is not limited to, any of the following:
 - 1) Domestic violence, physical assault, or the threat of physical assault to any person
 - 2) Illegal use of, or the threat to use, a firearm or other weapon; **including but not limited to discharging a weapon that results in physical or mental harm or any property damage**
 - 3) Rape, sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct;
 - 4) Robbery, burglary, auto theft, arson, and vandalism.
- c) For the purposes of this Section, "drug-related criminal activity" means: Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance, or substances commonly known as, but not limited to, **fentanyl**, cocaine, heroin, marijuana, and opium, and further defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802), unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

- b) LMH will evict Resident by judicial action for criminal activity if it determines that a covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- c) **The head of the household, household members, guests or visitors must not permit persons who have received a "No Trespass" letter from LMH to be in their unit. LMH will send a copy of the "No Trespass" letter to the head of the household and all adult members on the Lease at the same time send the letter to the person who is being warned about trespassing.**

Section 11. LMH'S OBLIGATIONS

- a) LMH's obligations under this Lease include:
 - 1) Maintaining the apartment/home and development in decent, safe and sanitary condition;
 - 2) Complying with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - 3) 3) Making necessary repairs to the apartment/home;
 - 4) Keeping the development's buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
 - 5) Maintaining in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by LMH;
 - 6) Providing and maintaining appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish, and other waste removed from the apartment/home by Resident as required by this Lease.
 - 7) Supplying running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the apartment/home is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; and
 - 8) Notifying Resident of the specific grounds for any proposed adverse action by LMH. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Resident to another apartment/home, or imposition of charges for maintenance and repair.)
- b) When LMH is required to give Resident the opportunity for a hearing under the Resident Grievance Procedure for a grievance concerning a proposed adverse action:
 - 1) The notice of proposed adverse action will inform Resident of the right to request such hearing. In the case of a Lease termination, a notice of Lease termination in accordance with 24 CFR 966.4(l) (3) constitutes adequate notice of proposed adverse action.
 - 2) In the case of a proposed adverse action, other than a proposed Lease termination based on any activity, not just criminal activity that threatens the health, safety or right to peaceful enjoyment of LMH's premises by other Residents or employees of LMH, or is drug-related, LMH will not take the proposed action until the time for Resident to request a grievance hearing has expired and, if a hearing was timely requested by Resident, the grievance process has been completed.
- c) **LMH IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO RESIDENT'S PERSONAL PROPERTY OR MOTOR VEHICLES FROM CRIMINAL OR OTHER ACTIVITY.**
- d) **In the event of a fire caused by Resident or Resident's appliances or guests, and the damage to the apartment/home exceeds \$5,000 LMH will charge the Resident no more than \$5,000 for the damage.**
- e) **LMH will use good faith and best efforts to comply with the guidance set forth in the Violence Against Women Act of 2013.**
 - 1) Criminal activity directly related to domestic violence, dating violence or stalking by a member or guest of Resident's household shall not be grounds for termination of tenancy against the victim of such violence;
 - 2) LMH may bifurcate the lease to evict, remove or terminate assistance to the Resident's family member who committed criminal acts of violence against family members, without evicting the victims of such acts;
 - 3) LMH shall honor court orders addressing rights of access or control of the premises, including civil protection orders, among family members;
 - 4) LMH may evict Residents for any lease violations not premised on domestic violence and will not treat victims of domestic violence to more demanding standards in eviction proceedings than non-victims of domestic violence;
 - 5) LMH may still evict residents if LMH can show that a tenancy is an actual and imminent threat to other Residents or employees;
 - 6) State or local law which provides greater protections to victims of domestic violence will control; and
 - 7) LMH may require Residents to certify their status as victims of domestic violence, dating violence or stalking.

- f) LMH will comply with its Limited English Proficiency (LEP) policy.
- g) LMH makes no representation that its premises are safe from the threat of theft, injury or damage to Resident or Resident's property. LMH makes no representation that its gates, fences, locks, security cameras, and other equipment and services are provided for Resident's safety. They are provided for the protection of LMH's property.
- h) Incidents of threatened or actual domestic violence, sexual assault, dating violence or stalking may not constitute grounds of termination for the victim of such violence.

Section 12. MOVE-IN AND MOVE-OUT INSPECTIONS

- a) Move-in Inspection: LMH and Resident or a representative must inspect the apartment/home before it is occupied by Resident. LMH will give Resident a written statement of the condition of the apartment/home, both inside and out, and the equipment provided with the apartment/home. LMH and Resident must sign the statement and LMH will retain a copy in Resident's folder. Any deficiencies noted on the statement will be corrected by LMH, at no charge to Resident.
- b) Move-out Inspection: LMH will inspect the apartment/home when Resident vacates and give Resident a written statement of any charges for which Resident is responsible. ~~Resident may join in the move-out inspection unless Resident vacates without notice to LMH.~~

Section 13. ENTRY OF PREMISES DURING TENANCY

- a) Resident agrees that any person authorized by LMH will be permitted to enter the premises during working hours (8:00 a.m.-5:00 p.m.) for performing routine inspections and maintenance, making improvements or repairs, or showing the apartment/home for re-leasing. Resident has the right to see proper identification of employment with LMH before allowing entry into the premises. If Resident is absent from the apartment/home when LMH arrives to perform maintenance requested by Resident, the request for maintenance constitutes Resident's authority to enter the apartment/home.
- b) LMH will give Resident at least 48 hours' advance, written notice of the purpose for the entry. LMH may enter the apartment/home at any time without notice when there is reasonable cause to believe that an emergency exists. If Resident and all adult members of the household are absent at the time of entry, LMH will leave a written statement specifying the date, time and purpose of entry in a conspicuous place before leaving the apartment/home.

Section 14. NOTICE PROCEDURES

- a) Resident's notice to LMH must be in writing, delivered to the Management Office of the AMP where the Resident resides.
- b) Except as provided in Section 13, LMH's notice to Resident will be in writing and delivered to Resident or any adult household member, or sent by prepaid first-class mail, properly addressed to Resident. If Resident is visually impaired, all notices will be in an accessible format.

Section 15. TERMINATION OF LEASE

- a) LMH is located in a due process state so a person can only be evicted through a judicial proceeding in court. LMH may terminate the Lease for:
 - 1) Serious or repeated violation of material terms of the Lease, such as the following:
 - a. Failure to make rent or other payments under the Lease when due;
 - b. Failure to fulfill obligations as described in Section 9.
 - 2) Other good cause which includes, but is not limited to, the following:
 - a. Criminal activity, drug-related criminal activity, and drug or alcohol abuse as stated in Section 10;
 - b. Discovery after admission of facts that made Resident ineligible;
 - c. Discovery of material false statements or fraud by Resident in connection with an application for housing or with reexamination of income;
 - d. Failure of a household member to comply with community service requirements, which is grounds only for non-renewal of the Lease and termination at the end of the 12-month Lease term;
 - e. Failure to accept LMH's offer of a revision to an existing lease, with written notice of the offer of the revision at least 60 days before the revision is scheduled to take effect, and with the offer specifying a reasonable time limit for acceptance;
 - f. Resident's failure to pay utility bills when responsible for direct payment to a supplier of utilities;
 - g. Misrepresentation of family income, assets, or composition;
 - h. Failure to supply, within 10 days, any certification, release, information, or documentation of family income or composition needed to process an annual re-examination or interim redetermination;

- i. Serious or repeated damage to the apartment/home, or creation of physical hazards in the apartment/home, common areas, grounds or parking areas of any development or site;
- j. Failure to obtain LMH's written permission before installing washing machines, dishwashers, dryers, ceiling fans, or appliances, or air conditioners without the necessary hookups, at LMH paid utilities sites;
- k. Any fire on LMH premises caused by carelessness, failure to supervise children or unattended cooking;
- l. Possession and/or use of illegal weapons or illegal drugs found in or seized in an LMH apartment/home by law enforcement officers. b) LMH will give the Resident written notice of termination as follows:
 - m. ~~14~~ 30 days in the case of failure to pay rent.
 - n. At least 3 days but not more than 30 days:
 - o. if the health, safety, or peaceful enjoyment of the residents of other Residents, LMH employees, or persons residing in the immediate vicinity of the premises is threatened by criminal activity;
 - p. if any household member has engaged in any drug-related criminal activity or violent criminal activity; or
 - q. if any household member has been convicted of a felony.

3) 30 days in any other case under Section 9 and Section 4.

- a. The notice of termination ~~†~~ will state the specific reason for termination and inform Resident of the right to make such reply as Resident may wish and to request a grievance hearing with the exception that no grievance will be permitted when the violation relates to any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of LMH or for any drug-related criminal activity on or near the premises. When a hearing is permitted, LMH will also encourage the Resident to attend and participate in a private conference with an LMH representative. The notice will also inform Resident of the right to examine LMH documents relevant to the termination or eviction.
- b. Any notice to leave the premises required by State law (Ohio Revised Code Chap. 1923) may be combined with, or run concurrently with, the notice of termination under this section. If LMH brings an eviction action in court,
- c. Resident will be charged with court costs if Resident loses the suit or consents to a judgment.
- d. Resident may terminate this Lease at any time by giving LMH 15 days' advance, written notice, as described in Section 14. ~~Improper notice may cause resident to incur additional charges.~~

2 ~~When an individual or family is evicted for engaging in criminal activity, including drug-related criminal activity, LMH will notify the post office serving that apartment/home that such persons are no longer residing there (so the post office will stop delivering mail for such persons at the apartment/home and such persons will not return to LMH premises to pick-up the mail).~~

Section 16. WAIVER

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

Section 17. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

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

- a) Resident must immediately notify LMH of the damage;
- b) LMH will be responsible for repair of the apartment/home within a reasonable time. If the damage was caused by Resident, household members or guests, the reasonable cost of the repairs will be charged to Resident;
- c) LMH will offer Resident a replacement apartment/home, if available, if necessary repairs cannot be made within a reasonable time. Resident must accept any replacement apartment/home offered by LMH. In the event Resident refuses to occupy any replacement apartment/home, Resident may live elsewhere not within the LMH LIPH portfolio, and will forfeit their housing assistance. LMH will neither provide Resident with non LIPH housing nor pay for the cost of non LIPH housing.
- d) In the event repairs, cannot be made by LMH as described above or alternative accommodations are unavailable, then rent will abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent will occur if Resident rejects alternative accommodations or if the damage was caused by Resident, household members or guests.
- e) If LMH determines that the apartment/home is not habitable because of imminent danger to the life, health and safety of the occupants, and Resident refuses to live in alternative accommodations, LMH will terminate this Lease and refund to Resident any rent paid;

- f) Resident will continue to pay full rent, except the abated portion agreed to by LMH, while the hazardous conditions remain uncorrected. If Resident and LMH are unable to agree on abatement, Resident must follow the rent escrow provisions of Ohio Revised Code Section 5321.07 et seq.
- g) Resident will be responsible for fire damage to the apartment/home caused by Resident or Resident's appliance, device, or other personal property. Fire caused by Resident's appliance, device or other personal property is a serious violation of the Lease.

Section 18. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Resident or LMH, except those that HUD has determined are not subject to a grievance procedure, must be resolved in accordance with the Resident Grievance Procedure, or the LMH grievance procedure in effect at the time the dispute arises. LMH suggests but does not mandate that Resident escrow rent with LMH's Central Office until the dispute is resolved.

Section 19. MODIFICATIONS

Except for notice or rent adjustment as stated in Section 7, no other modifications may be made to this Lease except in writing, signed by all parties, and with proper notice given as stated in Section 14.

Section 20. ABANDONMENT

If a Resident abandons the apartment/home, LMH shall take possession of the Resident's personal property remaining on the premises and shall dispose of the personal property in accordance with State Law and LMH policies. LMH has a claim against the Resident for reasonable costs and expenses incurred in removing the property under its Schedule of Maintenance Charges.

Section 21. HEALTH AND SAFETY

Resident, household member(s), and guest(s) must comply with all obligations imposed upon them by applicable federal, state, and local health, safety, and building and housing codes that materially affect health and safety; and to keep the Resident and such other areas as may be assigned to the Resident for their exclusive use, in a clean and safe condition.

Section 22. ATTACHMENTS TO LEASE

Resident certifies receiving, reviewing, and understanding the following attachments to this Lease, and understands that each attachment is incorporated into the Lease:

Section 23 UNDERSTANDING AND CERTIFICATION

The parties agree that each has read this Lease; that the parties fully understand all terms and provisions of the Lease; that the terms and provisions represent and constitute the entire understanding and agreement of the parties; and that the parties voluntarily sign this Lease. LMH will retain a signed copy of this Lease in Resident's file. Each signatory is jointly and severally responsible for the timely payment of rent and the fulfillment of all other provisions of this Lease.

I/we certify that I/we and other members of my/our household have not committed any fraud in connection with any federally assisted housing program and that all information and documents submitted by myself or other household members to LMH in connection with any federally assisted housing program are true and complete to the best of my knowledge and belief.

Lease executed on this _____ day of _____, _____

(Head of Household)

(Other Adult Member of Household)

(Other Adult Member of Household)

LUCAS METROPOLITAN HOUSING AUTHORITY

By: _____ Date \ _____
(LMH Representative)

DRAFT