

**RESIDENTIAL LEASE AGREEMENT
HOUSING AUTHORITY OF THE CITY/COUNTY OF SACRAMENTO**

| | |
|--------------------|----------------------|
| Head of Household: | Unit ID Number: |
| Address: | Number of Bedrooms: |
| Property Name: | Original Lease Date: |
| Property Number: | Transfer Lease Date: |
| | |
| | |

1. Description of the Parties and Residence

A. The Housing Authority of the City/County of Sacramento, (hereinafter "PHA") does hereby lease to _____, (hereinafter "Tenant") and the following _____ members of Tenant's household having the relationship and date of birth shown opposite his/her name, and to no others:

Name/Relationship – DOB

Name/Relationship – DOB

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

B. Any additions to the household members listed above require the advance written approval of the PHA. Live-in Aides and foster children or foster adults must have prior approval to be added to the household but are not added to the Lease. Requested additions are subject to ACOP requirements and the ability to pass background screening. Changes in the household shall be reported to the PHA within thirty (30) days and will require reassessment of appropriate size unit based on new family composition. The family must promptly (within 30 days) notify the PHA of children added to the household due to birth, adoption, or court-awarded custody and they will be added to the Lease.

2. Term of Lease

The term of this Lease shall be for twelve (12) months. This Lease will renew automatically for 12-month terms except for non-compliance with the community service requirements, unless terminated by either party as set below.

3. Rent Payment

A. Tenant shall pay the PHA monthly rent of \$.00 payable in advance on or before the first day of each calendar month beginning _____, **20**____. If the monthly rent is not paid in full before 5:00 p.m. on the fifth (5th) of each month, the PHA will collect a late charge on the sixth (6th) day of the month in accordance with the PHA's *Schedule of Fees and Charges*. The PHA shall collect a fee on all returned checks in accordance with the PHA's *Schedule of Fees and Charges*

B. The initial pro-rated contract payment for the period beginning _____, and ending _____, is \$.00 and shall be due and payable at the time this Lease is executed. Thereafter, the Tenant shall pay the monthly contract rent as provided in paragraph A. of this section.

C. Rent must be received at the Site Manager's Office, located at: _____ . All checks or money orders must be made payable to the Sacramento Housing and Redevelopment Agency (SHRA).

D. Tenants who fail to pay monthly rent by the fifth (5th) calendar day of each month are delinquent. Being delinquent in rent payment more than four (4) times during a twelve (12) month period shall be a material breach of this Lease and may be cause for termination of the lease.

E. If a Tenant vacates the unit, with or without a written 30 day notice to vacate, the Tenant will be held responsible for the rent for the 30 day notice period.

4. Security Deposit (ACOP Chapter 9)

- A. Tenant agrees to pay \$_____.00 as a security deposit. Tenant acknowledges receipt of dwelling unit in good and clean condition except as noted in the Move-In Inspection Form. Tenant understands that upon vacating the unit, she/he will be responsible for returning the apartment to the PHA in good and clean condition, excluding normal wear and tear. All access control devices to the unit must be returned to the Management Office upon vacating the unit.
- B. Tenant understands that the security deposit may be used to cover unpaid rent or charges, general cleaning to return the unit to the same level of cleanliness as when Tenant took possession, and/or damages listed on the move-out inspection report beyond normal wear and tear. The PHA will refund the security deposit, less any amounts owed, within twenty-one (21) days after move out with an itemized statement of any deductions as required by California law.

5. Utilities/Appliances (ACOP Chapter 9)

- A. The PHA agrees to furnish the following utilities/appliances: (1) Water, sewer, refuse collection; and (2) stove, refrigerator.
- B. Tenants receive a utility allowance according to the *Utility Allowance Schedule*, which is incorporated into the rent calculation formula for the income-based rent. The Utility Allowance Schedule is available at the Management Office and incorporated into this Lease by reference. Tenant will pay for utilities not provided by the PHA. Tenant will arrange with local utility companies to establish utilities within 72 hours of execution of this lease agreement. Failure to maintain utility services during tenancy is a lease violation and grounds for lease termination.

6. Rent Re-examination – (ACOP Chapter 6 and 11)

Annually Tenants will be given the opportunity to choose Income-based Rent or Flat Rent

- A. Income-based Rent. Once a year, or more frequently, as requested by the PHA, Tenant must provide the PHA with a true and complete written certification of family income from all sources, family composition, and other information deemed pertinent by the PHA. The information obtained will be reviewed by the PHA, and used to determine the continued eligibility, rent amount and the appropriate size of dwelling unit. If a family does not complete the recert and sign all final documents, the lease may be terminated.
- B. Flat Rent. (Market-based rent) For families choosing this option, the PHA will verify family composition annually. Income reviews will be held every third (3rd) year for Tenants choosing the flat rent option. However, the amount of flat rent may be adjusted annually based on market conditions.

7. Interim Re-examination (ACOP Chapter 11)

In addition to reporting annually Tenants must report all changes in household composition and income/assets of all household members to PHA in writing within 30 (thirty) days of the occurrence. PHA will process rent adjustments resulting from any changes in income in accordance with the PHA ACOP.

8. Required Community Service (ACOP Chapter 15)

All adult household members must provide, annually, documentation of completion of eight (8) hours per month of approved community service or self-sufficiency program activity or exemption from this requirement. Approved community service does not include political activities. Documentation must be provided at the time of recertification. The PHA may choose not to renew the lease if the household fails to provide documentation of compliance with this requirement after given 30 days' notice.

9. Unit Size (ACOP Chapters 5, 11 and 12)

If the PHA determines that the size of the Tenant's present unit is no longer appropriate to the Tenant's household composition, the Tenant shall move to a unit of an appropriate size. The move is required within thirty (30) days of notification by the PHA of the availability of an appropriate size vacant dwelling unit. Upon giving the Tenant notice of the need to move to a unit of appropriate size, and before requiring the Tenant to move, the PHA shall notify the Tenant that he or she may ask for an explanation stating the specific grounds of the PHA determination, and if the Tenant does not agree with the determination the Tenant shall have

the right to request a hearing under the PHA grievance procedure (described in section # 22). The Tenant will not have to move until the time to request a grievance has expired and (if a hearing was timely requested by the Tenant) the grievance process has been completed. If the Tenant fails to move as requested, the PHA reserves the right to take appropriate legal action, including termination of the lease, as determined by the PHA.

10. Accessible Unit Assignment (ACOP Chapter 4 and 9)

When offering an accessible/adaptable unit to a non-disabled family, the PHA will require the family to agree to move to an available non-accessible unit within thirty (30) days when either a current Tenant or an applicant needs the features of the unit and there is another unit available for the family. If the Tenant fails to move as requested, the PHA reserves the right to take appropriate legal action, including termination of the lease, as determined by the PHA.

11. PHA's Obligations (ACOP – Chapter 9)

- A. Maintain the premises and the property in decent, safe and sanitary condition.
- B. Comply with the requirements of applicable building and housing codes and U.S. Department of Housing and Urban Development (HUD) regulations materially affecting health and safety.
- C. Make necessary repairs to the dwelling unit.
- D. Keep property buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA.
- F. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, and other waste removed from the premises by the Tenant.
- G. Supply 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 heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. Notify Tenant of the specific grounds for any proposed adverse action by the PHA such as proposed lease termination, transfer of Tenant to another unit or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- I. When the PHA is required to afford the Tenant the opportunity for a hearing due to a notice of adverse action, the PHA will follow the grievance procedure outlined in section # 22.

12. Tenant's Obligations (ACOP – Chapters 9 and 12)

Tenants must:

- A. Pay rent or other charges due under the lease (i.e., maintenance and late charges).
 - B. Pay charges within thirty (30) days of receipt of Statement of Charges for:
 - 1. The repair of damages to the dwelling unit, development buildings, facilities, or common areas not attributable to normal wear and tear.
 - 2. Damage to property related to fire, flood, or other occurrence caused by the Tenant, member of the Household or a guest.
 - 3. The amount of such charges shall be determined according to the Schedule of Fees and Charges addendum to the lease.
- If the Tenant cannot pay the charges within 30 days, at the Agency's sole discretion, the Agency may offer a repayment agreement not to exceed 12 months unless an extension is granted by the PHA.
- C. Not assign the lease, sublease the dwelling unit, or transfer possession of all or any rooms of the Residence. Any attempt to assign or sublease the dwelling unit shall be cause for termination of the lease.
 - D. Not provide accommodations for boarders or lodgers. The Tenant may not allow a visitor to stay overnight for more than thirty cumulative days in a twelve (12) month period without consent of management. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should Tenant fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.

- E. To use the dwelling unit solely as a primary dwelling for the Tenant and the Tenant's household as identified on the *Data Collection Sheet addendum* to the lease. Allowing any person who is not identified on the Data Collection Sheet addendum to the lease to reside in the leased premises shall be cause for termination of the lease.
- F. Not use the dwelling unit or permit its use to receive mail for any persons not listed on the lease as this is evidence of residence.
- G. Not use the dwelling unit to operate a business without prior written approval.
- H. Pay fees and charges levied against the PHA due to City and County ordinance violations caused by the Tenant, a member of the Household or a guest.
- I. Abide by any posted *House Rules* for the benefit and wellbeing of the housing development and the Tenants.
- J. Comply with all obligations imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety.
- K. Keep the dwelling unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition.
- L. Dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner and refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
- M. Use, only in a reasonable manner, all electrical, plumbing, heating, ventilating, air conditioning, elevators, and other facilities in the development buildings and common areas.
- N. Refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
- O. Keep the area free of trash and debris and maintain the cleanliness of walkways; stairs; landings; hallways; porches and patios adjacent to the dwelling unit.
- P. Conduct yourself, and assure other persons who are in the dwelling unit or in the common area of the development with Tenant's consent to conduct themselves, in a manner which will not disturb neighbor's (including those neighbors who are not Tenants of public housing) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition.
- Q. Assure that any member of the household, any guest, or any other person under the Tenant's control shall not engage in activity that threatens the health, safety of the Authority's public housing Tenants, PHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises.
- R. Assure that any member of the household or guest shall not engage in any drug related criminal activity on or off the premises. Assure that any other person under the Tenant's control shall not engage in any drug-related criminal activity on or off the premises. For the purposes of this Lease, the term drug-related activity means the illegal possession, manufacture, growth, harvest, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substance as defined by the federal Controlled Substances Act: 21 USC §§ 801-971. This includes a total prohibition against marijuana, regardless of whether the household member or guest is a holder of a "medical marijuana card", or is otherwise entitled to the protections of any law which provides a defense to a criminal prosecution as a result of such marijuana possession and/or use.
- S. Not participate in any criminal activity in violation of the preceding sentences as it may be cause for termination of tenancy, and for eviction from the unit.
- T. Assure that any member of the household shall not engage in an abuse or pattern of abuse of alcohol that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- U. Not act or speak in an abusive or threatening manner towards PHA employees, authorized vendors, service personnel or representatives of the PHA.
- V. Not to do any of the following in the dwelling unit without first obtaining the PHA's written approval: (1) dismantle, change or remove any part of the PHA owned appliances, fixtures or equipment; (2) paint or install wallpaper or contact paper; (3) attach awnings or window and door security bars; (4) attach or place any fixtures, signs, or fences on the building(s), common areas, or the property grounds; (5) attach any shelves, screen doors, or other permanent improvements; (6) install or alter carpeting, resurface floors or alter woodwork; (7) install washing machines or dryers unless appropriate connections are available in the dwelling unit; (8) install any antennas or satellite dishes (see antenna and satellite dish policy); (9) install additional or different locks or gates on any doors or windows; (10) install alarm(s) or security system(s); (11) tamper, destroy or dismantle any safety devices such as pull cords, fire extinguishers, or smoke detector; (12) install a window HVAC unit; or (13) Not have waterbeds or liquid filled furniture in the unit.

- W. Not to allow any pet into the leased premises without having first obtained the written approval of the PHA, and having executed a Pet Policy/Agreement, and thereafter to abide by the provisions of the PHA's Pet Policy/Agreement. Tenant shall not allow guest to bring pets to the leased premises under any circumstance.
- X. Not create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property.
- Y. Provide for the uninterrupted provision of electric and gas services, unless such services are provided by the PHA.
- Z. Immediately report to the PHA any vandalism to the premises, or need for repair to the dwelling unit or common areas.
 - AA. Abide by housekeeping standards set forth by the PHA.
 - BB. Yard maintenance
 - _____ Tenant must water, mow and maintain lawn or other landscaped or paved area adjacent to the Tenant dwelling unit.
 - _____ The dwelling has been exempted by the PHA.
 - CC. Abide by provisions of the PHA Parking Policy.
 - DD. Refrain from permitting household members and guests from playing on fences, roofs, trees and shrubbery in the public housing complex or single family home.
 - EE. Refrain from driving, repairing or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this Lease. Vehicles left in a non-operating condition will be issued a *Notice of Parking Violation* and may be removed at the expense of the owner no sooner than 96 hours later. Tenant agrees to remove from PHA's property any vehicle(s) without valid registration. Tenant agrees to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from the PHA's property at the Tenant's expense. Any vehicle lacking an engine, transmission, wheels, tires, doors, windshield or any other major part of equipment necessary to operate a vehicle safely on the highways will be removed at the expense of the owner no sooner than 24 hours after a *Notice of Parking Violation* has been issued. (California Vehicle Code 22658 a).

13. Smoke and Carbon Monoxide Detector Policy (ACOP Chapter 9)

The PHA is required by law to have operational smoke detectors in all of its units. Where smoke detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector is a lease violation and grounds for possible termination of the lease. Further, the Tenant will be charged a minimum fee in accordance with the *Schedule of Fees & Charges* for reinstallation of each smoke detector that has been disabled or removed. This includes replacement of batteries that have been removed in order to inactivate the smoke detector.

14. BBQ

Tenants shall not use charcoal grills, propane grills, or other open flame cooking devices on patios or balconies, within 10 feet of combustible construction or inside of any enclosed structure. The use AND storage of the following items are strictly prohibited: propane tanks over 1 gallon, lighter fluid and charcoals. Grills may be stored on the balcony after you disconnect the 1 lb tank and/or remove the charcoal.

15. Emergencies (ACOP – Chapter 9)

Tenant shall take every care to prevent fires, not to keep any gasoline or gasoline operated device, solvents, or other combustible materials or substances in any part of or around the dwelling unit, porches, balconies, or enclosed spaces, and prevent household members and guests from playing with matches and/or lighters.

In the event the dwelling unit is damaged to the extent that conditions are hazardous to life, health, or safety of the Tenant:

- A. The Tenant shall immediately notify the fire department and the PHA.
- B. The PHA shall be responsible for the repair of the dwelling unit. If the damage is caused by Tenant, members of the household or guests, Tenant shall pay the costs of repair.
- C. The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

16 Property Damage

Tenants, who cause significant damage to PHA property due to neglect or poor judgement, may be subject to termination of tenancy based on the circumstances of the incident. The Tenant shall have the right to request a hearing under the PHA grievance procedure

(described in section # 22) and will not have to move until the time to request a grievance has expired.

17. Inspections (ACOP – Chapter 9)

- A. Before move-in, the PHA and Tenant shall inspect the dwelling unit. The PHA shall give Tenant a written statement of condition of the dwelling unit and the appliances provided with the unit. The statement shall be verified and signed by the PHA and Tenant.
- B. When a Tenant gives notice to move out, the PHA may conduct a pre-move-out inspection. Tenant may inspect the unit with the PHA unless the Tenant leaves without giving prior notice. When the Tenant is giving a thirty (30) day notice to vacate, or the Tenant has received a notice of termination from the PHA, the Tenant has a right to request an inspection prior to moving out in order to determine what items may need attention or repair. This is to allow the Tenant the opportunity to complete these repairs and avoid charges against the family's security deposit.
- C. When a Tenant moves out, the PHA shall inspect the unit and furnish Tenant with a written statement of damages and charges for which Tenant is responsible.
- D. The Tenant must allow the PHA to inspect the unit at a reasonable time and after reasonable notice. Forty eight (48) hours shall be deemed a reasonable amount of notice, and normal business hours shall be deemed a reasonable time for entry.

18. Access to the Unit

The PHA may enter a Tenant's dwelling unit to perform inspections and/or repairs as follows:

- (1) The PHA will give Tenant forty-eight (48) hours written notice stating the purpose of entry to the dwelling unit. The PHA's entry shall be within a four hour window during normal business hours.
- (2) The PHA can enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

19. Delivery of Notices (ACOP Chapter 9)

- A. Notice by PHA: Any notice from the PHA shall be in writing and either personally delivered to the Tenant or to an adult member of the Tenant's Household residing in the dwelling unit, or sent to the Tenant by first-class mail, postage prepaid.
- B. If the PHA can't serve the notice on Tenant personally or by substituted service, the notice can be served by taping or tacking a copy to the rental unit in a conspicuous place (such as the front door of the rental unit) and by mailing another copy to Tenant at the rental unit's address.
- C. All notices to terminate tenancy will be delivered to the Tenant in accordance with California law.
- D. The Tenant's notice to the PHA shall be in writing, delivered to the Site Management Office or the PHA central office (located at 801 12th Street, Sacramento) or sent by prepaid first-class mail properly addressed.

20. Termination of the Lease (ACOP – Chapters 8 & 12)

- A. Lease may be terminated by Tenant at any time by giving thirty (30) days written notice to the PHA. Tenant will be responsible for payment of rent through the 30 day notice period plus any additional days of occupancy.
- B. Tenant shall leave the dwelling unit as clean and in good condition as when the tenant took possession of the unit, and return all keys/gate remotes to the PHA when the Tenant moves out.
- C. If the Tenant damages the unit so that it is uninhabitable the Authority reserves the right to propose termination of tenancy.
- D. If the Tenant transfers to another dwelling unit operated by the PHA, this Lease shall terminate and a new lease shall be executed for the new dwelling unit. Any debt incurred while a Tenant of the previous rental unit will transfer to the lease of the subsequent unit.

Tenant owes \$_____ for previous rental at _____. See attached repayment agreement.

- E. The PHA shall give the Tenant written notice of termination of the lease, stating specific grounds for termination, informing the tenant of the right to request a reasonable accommodation, informing the tenant of how to request a grievance hearing (described in section # 22) and the timeframe for doing so, or if the grievance procedure does not apply, a statement why the grievance procedure does not apply and the judicial procedure to defend

the action, and informing the Tenant of the right to examine documents in the Tenant's file directly related to the termination of tenancy.

21. Abandonment of the Premises (ACOP Chapter 9)

If Resident is absent from the dwelling unit for fourteen (14) consecutive days and rent is owed, PHA may consider Tenant to have abandoned the dwelling unit. The PHA may then proceed to take possession of the dwelling unit and dispose of the Resident's personal property pursuant to state law.

22. Grievance Procedure (ACOP – Chapter 13)

- A. A grievance is any dispute, which an individual Tenant may have with respect to Authority action, or failure to act, in accordance with the lease or Authority regulations that adversely affect the individual Tenant's rights, duties, welfare or status.
- B. All grievances or appeals arising under this Lease shall be processed and resolved according to the *Grievance Policy & Procedures* which is in effect at the time such grievance or appeal arises. The procedure is posted in the Area Management Office and is incorporated herein by reference. All matters concerned by this Lease, including but not limited to rental payments, other charges, or any lease violations, are subject to these grievance procedures.
- C. When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA grievance procedure, the notice of proposed adverse action shall inform the Tenant of the right to request a hearing, and the PHA shall not take the proposed action until the time for the tenant to request a grievance hearing has expired, and if a hearing is timely requested by the Tenant the grievance process has been completed.
- D. The PHA shall exercise its right to exclude the most serious lease violations from the grievance procedures. This includes:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of the PHA.
 - 2. Any violent or drug-related criminal activity on or off such premises.
 - 3. Any criminal activity that resulted in felony conviction of a household member.

23. Provision for Modification (ACOP Chapter 9)

Changes to this Lease, other than changes in Tenant's rent amount, shall be by written addendum signed by both the PHA and Tenant. Additional information, including but not limited to the *Admission and Continued Occupancy Policy (ACOP)*, *Schedule of Fees and Charges*, *Schedule of Rents*, *Schedule of Utility Allowance and Grievance Procedure (described in section 22)*, are all incorporated into this Lease by reference and may be changed from time to time by the PHA. Tenant shall be given thirty (30) days written notice setting forth the proposed changes, the reasons for them, and providing Tenant with an opportunity to make written comments. Referenced documents can be found at www.shra.org.

24. Unenforceable Lease Provisions (ACOP Chapter 9)

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

25. Waiver of Lease Provision (ACOP Chapter 9)

The PHA does not give up any of its rights to enforce the provisions of this Lease unless it does so in writing. Acceptance of any rent payment shall not be considered a waiver of any breach of this lease.

26. Non-Smoking Facility Policy □ Due to the increased risk of fire, increased maintenance costs, and the health effects of second-hand smoke, the Housing Authority of the City/County of Sacramento has adopted a Non-Smoking Facility Policy, which prohibits smoking inside the residential units, and any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry ways, porches, balconies, windows, and patios. This policy applies to all staff, Tenants, guests, visitors and contractors.

27. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal

