

**PUBLIC HOUSING DWELLING LEASE**  
**Roanoke-Chowan Regional Housing Authority**

Adopted December 12, 1990  
Revised November 13, 1991  
Revised January 01, 2001  
Revised October 19, 2005  
Revised January 03, 2006

**1. DESCRIPTION OF THE PARTIES AND PREMISES**

The Roanoke-Chowan Regional Housing Authority, hereinafter called "Management" does hereby lease to **Name Here**, herein after called "Tenant," a \_\_\_\_\_ bedroom dwelling unit described below, under the terms and conditions stated herein.

Address:

Occupancy Date:

The aforementioned dwelling unit is to be used solely and exclusively as a private dwelling for the tenant and those members of tenant's family hereafter named.

	<u>NAME</u>	<u>RELATIONSHIP TO TENANT</u>	<u>INITIAL</u>
(1)	_____		

Tenant shall have the right to exclusive use and occupancy of the leased dwelling, including reasonable accommodation of tenant's guests or visitors and, with the consent of Management, may include care of foster children and live-in care of a member of Tenant's family.

**2. AMOUNT AND DATE OF RENTAL PAYMENTS AND REVEWAL PROVISIONS**

- A. This lease shall begin on Date, and shall end on Date, at a monthly rental of \$Amount per month. The rent for this **INITIAL** period is \$Amount.00, payable in advance on the first day of occupancy.
- B. This lease shall be automatically renewed for such successive terms of one month each at such rental as may hereafter be established in accordance with paragraph 6 of this lease.

**3. SECURITY DEPOSITS**

Payment of security deposits is to be made upon occupancy and will remain constant over the term of tenancy. Tenant agrees to pay \$250.00 or **an amount equal to one month's rent, whichever is greater**, as a security deposit to be used by Management, at the termination of this lease toward reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, his family, dependents, guests or visitors, and any rent or other charges owed by Tenant. If making full payment at one time creates a hardship on Tenant, the security deposit may be made by paying one-half or one hundred dollars, whichever is greater, at initial occupancy and the remainder in two equal installments, one each of the following months. Tenant agrees that failure to pay such installments will constitute grounds for termination of tenancy by Management as described in Section 12 of this lease.

The Security Deposit will be returned to Tenant upon vacating, provided:

- A. Tenant provides Management the 30-day written Notice of Intent to Terminate the lease required by Section 12 of this lease, unless the tenant was unable to give the notice for reasons beyond his control;
  - B. All rents and other charges are paid, including charges for utilities consumed by tenant through the last day of occupancy;
  - C. The dwelling and its equipment are left clean;
  - D. There is no damage to the dwelling or its equipment beyond that due to normal wear and use;
- and

- E. The keys to the dwelling are returned to the Management's Office.

The Security Deposit will not be refunded until:

- A. The Tenant has vacated;
- B. Management has inspected the dwelling;
- C. Management has determined the final charge for utility services owed by Tenant, if any.

The Security Deposit may not be used to pay rent or other charges while tenant is in occupancy. Management may hold a security deposit payment hereunder in an interest bearing account at any federally insured financial institution and any interest accruing on such deposit shall be retained by Management.

#### 4. **RENT**

Rent shall be determined from Management's schedule of rents in accordance with family income and composition. Rent shall be due and payable on the first business day of each month. Rent is to be paid at **PO Box 516 in Gaston, NC 27832**. A record of late payment or rent will be kept by Management. If in any twelve (12) month period, beginning on the date of first occupancy by Tenant, Tenant is late in payment of rent three times, he shall be sent a notice of termination in accordance with Section II and Section 12 of this lease. At the end of each twelve (12) month periods, all records of late payment of rent for that period of time shall be removed from Management records.

If the Tenant does not pay the full amount of rent shown in Section 2 by the tenth (10<sup>th</sup>) day of the month, a FIFTEEN DOLLAR (**\$15.00**) late fee will be assessed on the next month's rental billing.

#### 5. **UTILITIES**

Management agrees to furnish electricity, water and sewer service in accordance with the current Schedule of Utility Allowances as set forth in this lease as Attachment I. Management agrees to furnish trash collection, sewer service, hot and cold running water, electricity for lighting and general household appliances and a reasonable amount of heat at appropriate times of the year. Nothing herein shall prevent Management from installing or causing to be installed energy conservation devices on the dwelling's water heater, which devices may cause brief and reasonable interruptions of service thereto.

Management will not be responsible for failure to furnish utilities beyond its control.

Charges for additional electric power, water and sewer service consumption beyond the allowances set forth in Attachment I will be based on the record of the check meter on the dwelling unit. Such charges ("excess utilities" charges) are due and payable the first of the second month following the month in which the charge occurs.

#### 6. **RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

Once a year, as requested by Management, the Tenant agrees to report immediately and furnish accurate information and certifications to Management as to family income, employment and composition, for use by Management in determining whether the dwelling size is still appropriate for Tenant's needs and whether Tenant is still eligible for low-income housing. This determination will be made in accordance with Management's Admission and Continued Occupancy Policy.

Tenant agrees to transfer to an appropriate size dwelling based on family composition if Management determines that the dwelling leased hereunder is no longer appropriate to tenant's needs. Management will give Tenant not less than ten (10) days' notice that such a dwelling is available at the end of which Tenant will have moved. Tenant also agrees to sign a new lease in the event such a transfer is required.

#### 7. **INTERIM RE-DETERMINATIONS**

- A. During the period between Annual Re-examinations, Tenant will be on a modified fixed interim reporting basis. This means that Tenant need only report those changes in income or family composition that will result in a lower rent except as follows:

- (1) Once Tenant's rent is adjusted downward, Tenant must report any and all changes in total family income and family composition within ten (10) days after the changes are incurred and Tenant's rent will be adjusted accordingly.
  - (2) The addition of a new family member(s) and their income must be reported to the Authority within ten (10) days after such change and tenant's rent will be adjusted accordingly, taking into consideration the total income of the family. In such case, the rent shall be made as follows:
- B. Interim changes in rent shall be made as follows:
    - (1) Increase in Rent – Increases in rent are to be made effective the first of the second month following that in which the change occurred.
    - (2) Decrease in Rent – Decreases in rent are to be made effective on the first of the month following that in which the change is reported. No decreases shall be made until adequate documentation to justify the decrease has been received.
  - C. Interim changes in rent may be made by the Authority if necessitated by changes in the attached Schedule of Utility Allowances.
  - D. If it is found that Tenant has erroneously misrepresented and/or failed to report facts upon which his rent is based, so that charged, then the increase in rent shall be made retroactive to misrepresenting such facts, and will subject Tenant to penalty for fraud.
  - E. In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "Notice of Rent Adjustment" to Tenant, which Tenant shall accept as an amendment to this lease.
  - F. Tenant agrees to transfer to an appropriate size dwelling based on family composition if Management determines that the dwelling leased hereunder is no longer appropriate to tenant's needs. Management will give Tenant not less than ten (10) days' notice that such a dwelling is available at the end of which Tenant will have moved. Tenant agrees to sign a new lease in the event such a transfer is required.

**8. OCCUPANCY OF THE DWELLING UNIT**

- A. Not to assign the lease or to sublease the premises;
- B. Not to provide accommodations for boarders or lodgers;
- C. To use the premises solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose;
- D. To abide by necessary and reasonable regulations promulgated by Management "Admission and Occupancy Policy" for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease;
- E. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- F. To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition;
- G. To dispose of all garbage, rubbish and all other waste from the premises in a sanitary and safe manner;
- H. To use only in a reasonable manner all electrical, plumbing, sanitary heating, ventilating, air-conditioning and other facilities and appurtenances;
- I. To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- J. To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the tenant, his household or guests;
- K. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- L. To refrain from illegal or other activity which impairs the physical or social environment of the project;
- M. That neither Tenant, nor any member of Tenant's household or any guest of Tenant shall engage in criminal activity, including drug related criminal activity, in or near the dwelling, and such criminal activity shall be cause for termination of tenancy. For the purposes of this Section, the term "drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substances Act (U.S.C. 802);

- N. Not to permit or keep animals of any kind of the premises;
- O. That neither Tenant nor any member of Tenant's household nor any guest of Tenant shall use abusive, profane or threatening language toward any Management, employee or member of the Board of Commissioners.

9. **DAMAGES AND HAZARDOUS DEFECTS**

Tenant shall use reasonable care to keep his dwelling in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known needs to his dwelling units, and of known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury.

Tenant agrees not to make any repairs or alterations without the written consent of Management. Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or project caused by Tenant, Tenant's family or dependents, or Tenant's visitors and guests, invited. Such damages shall be billed to Tenant and shall specify the items or damage involved, correctional action taken and the cost thereof. Such charges shall be in accordance with the schedule of maintenance charges posted in the Management Office. Management agrees to accept rent without regard to any other charges which may accrue to Management from Tenant. Charges for repair and maintenance shall become due and payable on the first day of the second month after the charge is made.

Management agrees:

- A. To maintain the premises and the project in a decent, safe and sanitary condition;
- B. To comply with local building codes, housing codes and HUD regulations materially affecting health and safety;
- C. To make necessary repairs to the premises;
- D. To keep the project building, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in a good and safe working order and condition, electrical, plumbing, sanitary heating, ventilation and other facilities and appliances supplied by Management;
- F. 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.

In the event that the dwelling is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, it is mutually agreed by Tenant and Management that:

- A. Tenant should immediately notify Management of the damage;
- B. Management will repair the damage within a reasonable period of time provided that Tenant will be billed for such repairs as set forth in this Section;
- C. Management shall offer standard alternative accommodations if available, in circumstances where necessary repairs cannot be made within a reasonable time;
- D. Management shall make provisions for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made as above, except that no abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household or guests.

10. **INSPECTIONS**

When Tenant moves in, Management and Tenant shall inspect the dwelling unit. A written statement of the condition of the dwelling unit shall be signed by Tenant and Management, given to Tenant and a copy retained in Tenant's folder.

Tenant agrees that the duly authorized agent, employee, or representative of Management will be permitted to enter Tenant's dwelling unit for the purpose of examining the condition thereof or for making improvements

or repairs. Such entry may be made only during reasonable hours, after two (2) days advance notice, unless such notice issued was waived by Tenant. Advance notice shall be given to the Tenant as to the time and purpose of examination. However, Management shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Management reasonably believes that an emergency exists, which requires such an entrance. In the event that Tenant and all adult members of his household are absent from the premises at the time of entry, Management shall leave on premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

When the Tenant vacates, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or Tenant's representative may join in such inspections.

#### **11. LEGAL NOTICES**

Any notice required of Management hereunder will be sufficient if:

- (1) delivered in writing to Tenant or an adult member of Tenant's household residing in the dwelling;  
or
- (2) sent to Tenant by first class mail, prepaid and properly addressed.

Notices required of Tenant will be sufficient if:

- (1) delivered in writing by prepaid, first class mail to Management's office;  
or
- (2) delivered in person to a duly authorized representative of Management.

#### **12. TERMINATION OF LEASE**

This lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner specified in Section 11. The Tenant agrees to leave the dwelling unit clean and in good condition. Reasonable wear and tear is expected. The Tenant is to return the keys to Management when he vacates.

This lease may be terminated by Management at any time by giving written notice as set forth in Section 11. Such notice shall be given in accordance with the following:

- (1) Notice shall be given not less than ten (10) days prior to termination in the case of failure to pay rent.
- (2) Notice of termination shall be given within a reasonable time commiserating with the existing conditions of the situation in the case of a threat to the health or safety of other tenants or Management employees.
- (3) Notice shall be given not less than thirty (30) days prior to termination in all other cases.

Management shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth herein above or for other good cause. Such notice shall state the reasons for the termination and inform Tenant of his right to make such a reply as he may wish his right to request a hearing in accordance with the Grievance Procedure. At the time of lease termination, all charges shall become due and collectible.

#### **13. GRIEVANCE PROCEDURE**

All grievance or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of Management, which is in effect at the time such grievance or appeal arises. The Grievance Procedure is posted in the Project Office and incorporated herein by reference.

#### **14. CHANGES**

Posting of policies, rules and regulations and changes therein, schedules of specific charges for services, repairs and utilities which are incorporated in this lease (by attachment or reference) shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to tenant on request. Such schedules, rules and regulations may be modified from time to time by Management, provided that Management shall give at least thirty (3) days written notice to Tenant setting forth the proposed modification, the reasons therefore, and providing Tenant an opportunity to present written comments which shall be taken into

consideration by Management prior to the proposed modifications becoming effective. A copy of such notice shall be:

- A: Delivered or mailed to the Tenant;  
or
- B: Posted in at least three (3) conspicuous places within each structure or building as well as the Project Office, if any, or if none, a similar central business location.

This lease with any further adjustments of rent or dwelling unit, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT THIS     Date     DAY OF Month, 20XX IN CITY, NORTH CAROLINA.

By \_\_\_\_\_ Tenant

Title Occupancy Specialist \_\_\_\_\_ Tenant