

**CINCINNATI METROPOLITAN HOUSING AUTHORITY  
 RESIDENTIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is entered into on <Auto-populate> (the "Execution Date") to be effective as of <Auto-populate> (the "Effective Date") by and between the CINCINNATI METROPOLITAN HOUSING AUTHORITY ("CMHA"), and <Auto-populate> (the "Tenant").

**I. AGREEMENT**

Based upon representations made to CMHA by the Tenant, including but not limited to representations regarding income and family composition, CMHA leases to the Tenant and the Tenant leases from CMHA the dwelling unit described below, under the terms and conditions outlined in the Lease and the rules, policies, procedures and regulations of CMHA. By signing the Lease, the Tenant acknowledges that he or she understands and agrees to abide by all the terms and conditions of the Lease, the Addendums to the Lease, and the rules, policies, procedures and regulations of CMHA as they are amended from time to time.

**II. TERMS**

A. **Dwelling Unit.** CMHA hereby leases to the Tenant, upon terms and conditions set forth below, the Dwelling Unit located at <Auto-populate> (the "Dwelling Unit") for a lease period of 12 months, beginning on <Auto-populate> and terminating at midnight on <Auto-populate>.

B. **Persons Residing in the Dwelling Unit.** The Tenant agrees to continuously occupy the Dwelling Unit as a residence for himself or herself and the members of his or her household. The Tenant agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed below. The Tenant agrees that the persons listed below shall be considered members of the household and residents in the Dwelling Unit until such time as the Tenant provides CMHA with written notice that such persons no longer reside in the Dwelling Unit, and CMHA authorizes their removal from the Lease in accordance with its Admissions and Continued Occupancy Policy ("ACOP").

C. **Prior Written Consent.** The Tenant agrees to obtain the prior written consent of CMHA before permitting any additional persons (including live-in aides and foster children) to reside in the Dwelling Unit. Such new persons will be screened for admission in accordance with CMHA's Admissions and Continued Occupancy Policy. The Tenant agrees that he/she shall be responsible for the actions of all household members, guests, and all other persons under their control, and that any violations of the Lease by such persons shall be grounds for termination of the Lease and eviction from the dwelling unit.

D. **HOUSEHOLD COMPOSITION**

Name	Relationship	Age	Birthdate	Social Security #
1. <Auto-populate>	<b>Head</b>	<Auto-populate>	<Auto-populate>	<Auto-populate>
2 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
3 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
4 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
5 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
6 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
7 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
8 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>
9 <Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>	<Auto-populate>



Changes in Household Composition: Any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of CMHA. Such approval will be granted only if the new family member(s) passes CMHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for CMHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which CMHA may terminate the Lease in accordance with Section X.

Further obligations concerning the terms and conditions of occupancy are set forth in Section X of this Lease.

It is strictly prohibited to allow any person not listed above to use the CMHA residence as a mailing address. Use of the CMHA residence will be construed by CMHA as verification of unauthorized occupancy and may therefore be subject to lease termination.

E. **Renewal of the Lease.** This Lease shall be automatically renewed for additional consecutive terms of one year without further action by the Tenant or CMHA at such rent as may be established by CMHA, unless terminated earlier by the Tenant or CMHA pursuant to the provisions of the Lease.

#### F. **Payments and Charges Due Under the Lease.**

1. **Rent.** The initial rent due to CMHA under the Lease is <Auto-populate> Dollars (\$<Auto-populate> per month), payable in advance on the first day of each month. Rent is **due** on or before first day of each month and shall be considered **delinquent after the seventh calendar day of the month.**

The amount of rent due to CMHA under the Lease is subject to change during the term of the Lease as determined by CMHA and applicable federal laws and regulations.

2. **Security Deposit.** Tenant agrees to pay the **greater of \$100 or one month's Total Tenant Payment.** The amount of the security deposit is <Auto-populate> Dollars (\$<Auto-populate>).

3. **Late Fee.** Rent payments not received by CMHA by the seventh (7<sup>th</sup>) calendar day of the month in which such payments are due shall incur a late fee of Twenty Dollars (\$20). The late fee is also assessed if the rent is late because a check was returned for non-sufficient funds.

4. **Non-Sufficient Funds (NSF) Charge.** For any check that is returned for non-sufficient funds, written on a closed account, or that is unpaid for other reasons caused by the tenant, CMHA will pass on any bank fees to the resident in addition to the late fee. If more than two (2) NSF payments are received within a twelve-month period; no further checks will be accepted from the resident.

5. **Maintenance Charges.** These charges are due and collectible on the first day of the second month after the charge is incurred.

The Tenant shall notify CMHA promptly of required repairs to the Dwelling Unit, and of unsafe conditions in the areas surrounding the Dwelling Unit by reporting such conditions to the Work Order Center. Except for normal wear and tear, the Tenant agrees to pay charges for repair or damage to the Dwelling Unit and the areas surrounding the Dwelling Unit, CMHA equipment, or for extra maintenance expense caused by the Tenant, the household members, guests, and for damage caused by the failure of the tenant to report the need for repairs in a timely manner. In the absence of a satisfactory explanation, damage beyond normal wear and tear to the Dwelling Unit and the areas surrounding the Dwelling Unit shall be deemed to be caused by the Tenant, the household members or guests. Tenant shall be charged for the cost of such service, either in accordance with the Maintenance Charge Schedule posted by CMHA or, for work not listed on the Maintenance Charge Schedule, based on the actual cost to CMHA for the labor and materials needed to complete the work.

6. **Excess Utility Charges.** The Excess Utility Charges are listed in the Maintenance Charge Schedule. The Tenant shall not install any additional major appliance, such as an air conditioner, washer, dryer, food freezer, additional



refrigerator or other similar electrical appliances without the prior written consent of CMHA. In dwelling units where utilities are provided by CMHA, a charge shall be assessed for excess utility consumption due to the operation of tenant-supplied major appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. CMHA will charge the Tenant an excess utility charge for the use of appliances in excess of one (1) stove and one (1) refrigerator.

7. City Municipal Code Fines. CMHA will charge the Tenant any fines it receives, which result from the tenant's action, as a result of a city Municipal code violation. i.e. improper trash removal. If there are multiple Tenant's at an address each tenant will be assessed an equal portion of the fine.

G. **Payment Location**. Rent and other charges can be paid to the Bank designated by CMHA on its rent statement. CMHA will provide payment methods to the tenant. CMHA will not accept cash payments at the Property Management Offices. If the rent statement is incorrect a corrected copy can be printed at the Property Management Office.

H. **Maintaining Utility Service**. If Tenant resides in a dwelling unit where electricity, natural gas, heating fuel, water, sewer service or trash collection are in Tenant's name, a Utility Allowance shall be established, appropriate for the size and type of dwelling unit. CMHA pays this allowance directly to the Tenant, by deducting it from the amount owed to CMHA for rent and other charges.

The monthly utility allowance(s) for the unit are:

**Electricity** <Auto-populate> **Natural Gas** <Auto-populate>

CMHA may change the Allowance at any time during the term of the Lease, and shall give Tenant 60 days written notice of the revised Allowance. Tenant shall be responsible for paying the cost of utilities directly to the utility supplier.

- 1) When vacating the dwelling unit, the Tenant is responsible for notifying the utility provider that service should be removed or cancelled on the effective vacated date. CMHA is not responsible for utility charges a former Tenant incurs due to failure to give the utility provider a disconnection notice.

Tenant Responsibilities: Tenant agrees not to waste utilities and to comply with applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels. Failure to maintain utility service is a serious lease violation.

CMHA shall not be responsible for failure to furnish utilities by reason of any cause beyond its reasonable control.

I. **Security Deposit Disposition**. The security deposit may not be used to pay rent or other charges while the Tenant occupies the Dwelling Unit. No refund of the security deposit will be made until after the Tenant has vacated the Dwelling Unit, the Dwelling Unit has been inspected by CMHA, and all remaining charges on the Tenant's account have been deducted. CMHA will use the security deposit at the termination of the Lease:

- 1) To pay rent or any other charges owed by the Tenant at the termination of the Lease; and
- 2) To reimburse CMHA for the cost of repairing any damage to the Dwelling Unit, common areas or grounds beyond normal wear and tear, caused by the Tenant, or their household members, guests or other persons under their control.

Within 30 days following move-out, CMHA agrees to return the Security Deposit to Tenant, less deductions for any costs as indicated above. If any deductions are made, CMHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.



J. **Forwarding Address.** Tenant must furnish CMHA with a forwarding address. The Security Deposit will be mailed to the address on file at the time of move-out. To dispute any move-out charges, the Tenant must file a grievance in accordance with the grievance procedure.

### III. TERMS AND CONDITIONS OF CONTINUED OCCUPANCY

The following terms and conditions of occupancy are incorporated as part of the Lease.

**Use and Occupancy of Dwelling Unit:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.

- a. With the **prior** written consent of the Property Manager, members of the household may engage in legal profit-making activities in the dwelling unit. Any modifications to the dwelling unit to accommodate a legal profit-making activity must have prior written consent of CMHA. The cost of such modifications that are not part of the CMHA maintenance or modernization schedule shall be paid for by the tenant.
- b. Tenant may have guests or visitors for a period not to exceed fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

**A. Ability to comply with the Lease terms.** If, during the term of the Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of the Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and CMHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, CMHA will work with appropriate agencies to help secure suitable alternate housing and will terminate the Lease.

**B. Re-determination of Rent, Dwelling Size, and Eligibility.** The rent amount, as specified in Part I of the Lease Agreement, is fixed until changed as described below.

- 1) The status of each family is re-examined by an authorized CMHA representative<sup>1</sup> at least once a year. CMHA will begin the recertification process 120 days in advance of the anniversary date of the lease agreement. At the annual recertification Tenant shall certify to compliance with the eight (8) hours per month community service requirement, if applicable. CMHA will determine a household's eligibility for continued occupancy with regard to criminal activity pursuant to Section VI.C.5.c. of the Admissions and Continued Occupancy Policy. Updated police reports are reviewed as part of this annual recertification process.
- 2) The Tenant agrees to supply CMHA with accurate information in order for CMHA to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information in a timely manner when requested is a serious violation of the terms of the Lease and CMHA may terminate the Lease.

All information must be verified. Tenant agrees to comply with CMHA requests for verification by signing releases for third-party sources, or presenting documents for review as requested. If third party verifications cannot be obtained by CMHA, Tenant agrees to provide other suitable forms of verification, e.g. check stubs, computer printouts, bank statements, etc.

CMHA shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such action must be taken for compliance under this section. This information will be used by CMHA in determining whether the lease may be renewed, the rent amount should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Property Management Offices.

- 3) Rent will change during the period between regular re-examinations, when the following occurs:
  - a. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. Rent shall not be reduced because a Tenant's

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<sup>1</sup> Throughout this document, the term "CMHA representative(s)" may include CMHA employees, contractors, subcontractors and other agents hired by CMHA.



benefits are reduced due to Tenant's failure to comply with economic self-sufficiency or work activities requirement, or committed fraud.

- b. If there is an increase in income because a person with income (from any source) joins the household, CMHA will increase rent on the first day of the second month after the new person joins the household. The recalculation of rent is not to be interpreted as CMHA's approval of an unauthorized person residing in the unit.
  - c. It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. CMHA then may apply an increase in rent retroactive to the first of the month in which the rent should have increased.
  - d. CMHA will increase the rent either prospectively or retroactively to the date of the expiration of any federally mandated or CMHA granted income exclusion (e.g., earned income disregard).
  - e. CMHA will process an interim rent increase for income increases averaging more than \$100 per month, effective the first day of the second month following the month in which the change occurred. CMHA will defer, until the next annual recertification, interim rent for household increases in income that, in total, average \$100 or less per month. The Tenant must, however, still **report** the increase within 30 days following receipt of the increase.
- 4) All changes in family income (for income-based rents) or family composition must be reported to the Property Management Office within 30 calendar days following the occurrence. Failure to report within 30 calendar days may result in a retroactive rent charge.

All requests for additional person(s) to be added to the lease will be processed in accordance with CMHA's Admissions and Continued Occupancy Policy.

**C. Rent Adjustments.** Tenant will be notified in writing of any rent adjustment.

- 1) A rent decrease is effective on the first day of the month following the reported change in circumstances.
- 2) A rent increase is effective the first day of the second month following the month in which the change occurred.
- 3) Tenant is responsible to review CMHA's calculation of rent and the Notice of Rent Determination and to bring any noted errors or omissions to CMHA's attention. CMHA reserves the right to correct rent retroactively and collect rent due as a result of errors or omissions.

**D. Transfers**

- 1) Tenant agrees that if CMHA determines that the size or design of the dwelling unit is no longer appropriate for Tenant's needs, CMHA shall send the Tenant written notice, and the Tenant is required to move to a different dwelling unit of the appropriate size or design.
- 2) CMHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- 3) If a Tenant makes a written request for special unit features in support of a documented disability, CMHA shall accommodate the request by either modifying the Tenant's existing unit or transferring the Tenant to another unit with the required features.
- 4) A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit. At the time of move-in, the Tenant signs a waiver acknowledging the requirement to transfer as described herein.
- 5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by CMHA. In cases other than emergencies, Tenant shall be given a written transfer notice and three offers of housing. The Tenant then has 3 days in which to move. If Tenant refuses to move, CMHA may terminate the Lease.
- 6) CMHA will consider any Tenant request for transfer in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy. Such requests may include transfers for Reasonable Accommodation, Violence Against Women Act ("VAWA"), tenants that are victims of



federal hate crimes<sup>2</sup> or extreme harassment; or to witnesses of crimes,<sup>3</sup> or to victims of domestic violence, dating violence, stalking, or sexual assault <sup>4</sup>. Residents will receive three transfer offers.

#### **IV. CMHA OBLIGATIONS**

1. Maintain the dwelling unit and the community in a decent, safe and sanitary condition;
2. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. Make necessary repairs to the dwelling unit;
4. Keep building, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
5. Maintain electrical, plumbing, sanitary, heating and ventilating systems, other facilities and appliances, including elevators supplied by CMHA in good and safe working order;
6. Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by the Lease;
7. Supply running water, a reasonable amount of hot water and a reasonable amount of heat at appropriate times of the year; except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
8. Act in a cooperative manner with tenants. To refrain from acting or speaking in an abusive or threatening manner toward tenants.
9. Notify Tenant of the specific grounds for any proposed adverse action by CMHA. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, charges for maintenance and repair, or for excess utilities.) When CMHA is required to afford Tenant the opportunity for a hearing under CMHA's grievance procedure for a grievance concerning a proposed adverse action:
10. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of the Lease termination, a notice of the Lease termination that complies with applicable HUD regulations shall constitute adequate notice of the proposed adverse action.
11. In the case of a proposed adverse action other than a proposed Lease termination, CMHA shall not take the proposed action until time to request such a hearing has expired and (if a hearing was timely requested) the grievance process has been completed.

#### **V. TENANT'S OBLIGATIONS**

1. Shall not assign the Lease, nor to sublet or transfer possession of the Dwelling Unit or any part of it;
2. Shall not provide accommodations for boarders or lodgers;
3. Must use the Dwelling Unit solely as a private dwelling for the Tenant and Tenant's household as identified in the Lease, or on subsequent applications for continued occupancy that were approved by CMHA and not permit its use for any other purpose;
4. Must abide by rules and regulations set forth by CMHA as amended from time to time, which shall be posted in the management office for each community. All such rules and regulations are incorporated by reference in the Lease;

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<sup>1</sup> Following consultation with Housing Opportunity Made Equal that such a transfer is appropriate.

<sup>2</sup> Following consultation with and upon recommendation of the local prosecutor that such a transfer is appropriate and recommended.

<sup>3</sup> The individual seeking the transfer may provide supportive referrals from a third-party social service agency, the local prosecutor or law enforcement.



5. Must comply and cause all members of the household and guests to comply with all federal, state and local laws, rules and regulations affecting the use or occupancy of the Dwelling Unit and all building or housing codes, materially affecting health and safety;
6. Must maintain the Dwelling Unit and such areas as are assigned to the Tenant for the exclusive use and enjoyment of Tenant, in a clean and safe condition including the care and upkeep of lawns (the mowing and leaf removal, where applicable) and the removal of snow, ice and debris from the sidewalks;
7. Must not smoke or use lit tobacco products in smoke free living units, indoor and outdoor common areas, and in the CMHA residences that are designated as a smoke free. Lit tobacco products include electronic nicotine devices (ENDS or e-cigarettes) waterpipe tobacco smoking, also known as hookahs. Failure to comply with this prohibition is a serious and material violation of the residential lease agreement and the ACOP, and CMHA Smoke Free Housing policy, subject to lease termination.
8. Must not interfere with the use of the common spaces of CMHA by other residents, visitors or CMHA Staff.
9. Must dispose of all garbage, rubbish, and other waste from the dwelling unit and the areas surrounding the Dwelling Unit in a sanitary and safe manner;
10. May only use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators and other facilities and appurtenances;
11. Must refrain from, and to cause household members, guests and other persons under Tenant's control to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or community;
12. Must pay charges for the repair of damages that are beyond normal wear and tear, to the dwelling unit, buildings, facilities, or common areas caused by the Tenant, household members, guests, or any other person under Tenant's control;
13. Must act, and cause household members, guests, or any other person under Tenant's control to act in a manner that will not disturb other tenants' right to peaceful enjoyment of their accommodations and will be conducive to maintaining the community in a decent, safe, and sanitary condition;
14. Must assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CMHA's public housing premises by other residents, representatives of CMHA or persons residing in the immediate vicinity of the premises, or (b) any drug-related criminal activity on or off such premises, or (c) any fleeing to avoid prosecution, custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony, or (d) any violation of a condition of probation or parole imposed under Federal or State law. Any activity in violation of this section shall be cause for termination of tenancy, and for eviction from the unit. The term "drug-related criminal activity" includes, but is not limited to, the possession, use, purchase, manufacture, sale, distribution, or transport, of any of the following: (1) illegal drug, (2) controlled substance, (3) drug counterfeit or analog, (4) controlled substance counterfeit or analog, (5) drug paraphernalia, or (6) drug abuse instrument; as defined by local, state, or federal law. Must refrain from such other activity that impairs the physical or social environment of the community;
15. May not make any alterations or repairs to the dwelling unit or to the equipment therein, and not to install additional locks or fixtures without having obtained the **prior** written consent of CMHA; not to affix any wallpaper, nails, bolts, or screws, in the walls, floors, doors or trim, except that mirrors and pictures may be hung by the Tenant, in a manner approved by CMHA, and all electric wiring shall be done or supervised by CMHA;
16. May not install any security alarm system without the **prior** written consent of the Property Manager. Tenant shall be required to provide CMHA with an accurate access code at all times;
17. Must act in a cooperative manner with neighbors and CMHA representatives. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and CMHA representatives including general service providers not limited to Postal workers, Police, and Fireman. This behavior includes, but is not limited to, taunting, threatening emails or voice mail messages, persistent contact with staff, board members, and other governmental agencies that hampers their ability to conduct normal work stalking, threat of force, sexual harassment, physical assault, and other violent or aggressive actions directed towards neighbors or CMHA representatives;



18. The Tenant is the person responsible for ensuring that the Tenant, any member of the household, a guest or another person under the Tenant's control does not engage in behavior that is abusive or threatening towards neighbors or CMHA representatives. By signing the Lease, the Tenant acknowledges responsibility for the conduct of all members of the household and their guests, and further acknowledges that self-control will be exercised and appropriate assistance from family, friends, health and/or social service providers will be maintained to prevent abusive and threatening behavior;
19. Shall not display or use or allow members of Tenant's household or guests to display or use any firearms, (operable or inoperable) or other weapons as defined by the laws and courts of the State of Ohio anywhere on CMHA property;
20. Must take reasonable precautions to prevent fires and refrain from storing or keeping flammable materials, such as gasoline, upon the premises;
21. Must avoid obstructing sidewalks, common areas, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
22. Must take reasonable precautions when storing personal property in areas that are neither designated as storage space nor assigned to Tenant as part of the designated living space. Such areas shall include but are not limited to: detached garages, attics, crawl spaces, basements, etc.;
23. Must refrain from erecting or hanging radio antennas, television antennas or satellite dishes on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by CMHA with the *prior* written approval of CMHA;
24. Must refrain from, and cause members of Tenant's household, guests and any person under Tenant's control to refrain from keeping, maintaining, harboring, allowing visits of, or boarding any animal of any nature in the dwelling unit except in accordance with CMHA's pet policy, unless a verified disability warrants the possession of a service animal. No unapproved pets are allowed to be present on CMHA property;
25. Must remove from CMHA property any vehicles without valid registration and/or current tags and inspection stickers, or any vehicle determined to be inoperable or not roadworthy. No vehicle repairs are permitted on CMHA property. To park only in marked parking spaces and to refrain from parking any vehicle in any right-of-way, yard or fire lane. CMHA reserves the right to remove any vehicle from its premises after notice is given by posting the notice on the vehicle;
26. Must provide CMHA with at least 30-days notice when moving out, and return all keys to the Management Office during regular business hours. Rent will be charged until the keys are returned. If Tenant gives less than 30-days notice, then pro-rated rent will be charged to account for the period between the 30-days required notice period and the actual notice given;
27. Must remove any personal property left on CMHA property when Tenant leaves, abandons or surrenders the dwelling unit. Costs for disposal shall be charged to the Tenant's account;
28. Must use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall notify CMHA promptly of any known need for repairs to Unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas or grounds of the property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;
29. Shall not commit any fraud in connection with any Federal housing assistance program;
30. Shall not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease;
31. Must assure that each adult in the household adhere to the community service requirement as required by HUD regulations, notices and guidelines;
32. May not stand or loiter nor allow members of Tenant's household or guests to stand or loiter in a manner so as to willfully block or obstruct the free passage of pedestrians or vehicles in the lawful use of public places on CMHA property;
33. May not permit household members, who are minors of school age, to loiter upon CMHA property during school hours; and to assure that Tenants and members of tenant's household comply with applicable State law, as may be amended regarding truancy and to fully comply with the CMHA's Truancy Policy. Tenant and members of Tenant's household agree to provide any and all information and/or documentation needed by





CMHA to comply with CMHA's Truancy Policy, including but not limited to applicable information waiver forms required by the Cincinnati Public School Board and other school districts within the county.

34. Must assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not consume and/or possess an opened container of alcohol in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.
35. Must assure that Tenant, any member of the household, or guest shall comply with the CMHA Trespass Policy.
36. Not to install, keep, store or use any swimming pools regardless of size, without written authorization from CMHA.
37. Signs and postings in the CMHA common spaces are subject to prior approval.

## VI. TRANSFERS

A. **Emergency Transfer.** In the event the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants, CMHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, guests, or any other person under Tenant's control, the cost of the repairs shall be charged to Tenant.

- 1) CMHA shall offer to Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
- 2) Tenant shall accept any replacement unit offered by CMHA.
- 3) If CMHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, then the Lease shall be terminated, and any rent paid will be refunded to Tenant, on a prorated basis.

B. **Other Transfer.** The terms and conditions governing any other type of transfer are detailed in the ACOP.

## VII. UNIT INSPECTIONS

A. **Move-in Inspection.** CMHA and Tenant or a representative shall inspect the dwelling unit prior to occupancy by Tenant. CMHA will give to Tenant a written inspection report of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The inspection report shall be signed by CMHA and Tenant and a copy of the report shall be retained in Tenant's folder. CMHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

B. **Move-out Inspection.** CMHA will inspect the unit after the Tenant vacates and give to Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or a representative may join in such inspection.

C. **Annual and Interim Inspections.** CMHA may inspect Tenant's unit 90 days after move-in and thereafter at least annually. If any Tenant-caused problems, including poor housekeeping, are found during any inspection, CMHA may order a deep clean of the unit, which will be charged to the Tenant and/or require that they attend housekeeping classes at no charge. CMHA may also place Tenant on a regular re-inspection schedule until the problems are resolved. A written report will be left at the premises. Failure to maintain proper housekeeping standards is grounds for termination of the Lease.

## VIII. ENTRY to PREMISES DURING TENANCY

A. **Tenant Responsibilities.**

- 1) Tenant agrees that the duly authorized CMHA representative will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, showing the unit for re-leasing, or other good cause.
- 2) If the tenant calls to request maintenance on the unit and the Tenant is absent from the dwelling unit when CMHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.



- 3) Tenant's refusal to permit entry of premises after proper notification is a Lease violation and grounds for termination of the Lease.

#### B. CMHA's Responsibilities.

- 1) Except in cases of an emergency or in response to a tenant-generated work order request, CMHA shall give to Tenant at least 48 hours written notice that CMHA intends to enter the unit. CMHA may enter only at reasonable times.
- 2) CMHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists, such as a defective or disconnected smoke detector.
- 3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, CMHA shall, for any entry into the unit for which the Tenant did not receive prior notice, leave in the dwelling unit a written statement specifying the date, time and purpose of entry. A work order request constitutes permission for CMHA to enter the unit when the Tenant is absent.

### IX.- NOTICE PROCEDURES

A. **Tenant Responsibility.** Any notice to CMHA must be in writing, delivered to the Property Management Office or to CMHA's Central Office, or sent by prepaid first-class mail properly addressed.

B. **CMHA Responsibility.** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by pre-paid first-class mail properly addressed to Tenant at the CMHA address as listed on the lease. CMHA shall not mail to P.O. Boxes. It is the tenant's obligation to check their residential mailbox.

Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

### X. TERMINATION OF LEASE

In terminating the Lease, the following procedures shall be followed by CMHA and Tenant:

A. **Grounds for Termination.** This Lease may be terminated by CMHA only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section I above, or for other good cause.

Such serious or repeated violation of terms **shall include but not be limited to:**

- 1) The failure to pay rent or other charges when due;
- 2) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; CMHA may issue a Notice of Termination upon receipt from the utility supplier that service is due to be terminated;
- 3) Misrepresentation of family income, assets, or composition;
- 4) Failure to supply timely any certification, release, information, or documentation on Family income or composition needed to process annual re-examinations or interim re-determinations;
- 5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any CMHA property;
- 6) Harboring vicious animals, commonly bred for purposes of attack or intimidation, including, but not limited to Rottweilers, Pit Bull Terriers, Doberman Pinchers, German Shepherds and boa constrictors;
- 7) One failed housekeeping inspection within a rolling 12-month period following a CMHA-ordered deep clean of the unit and/ or failure to attend required housekeeping classes;
- 8) Refusal to allow scheduled extermination services for the unit.
- 9) The following types of activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease even in the absence of an arrest or conviction.



- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of CMHA public housing premises by other residents, CMHA representatives, or persons residing in the immediate vicinity of the premises; or
- Any drug-related criminal activity on or off CMHA public housing premises.
- Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for eviction if CMHA determines that such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of CMHA public housing premises by other residents or CMHA representatives. The consumption and/or possession of an opened container of alcohol are prohibited in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.
- Illegal weapons or illegal drugs seized in a CMHA unit by a law enforcement officer;
- Conviction of any household member of a felony;
- Fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony by the tenant;
- Violation of a condition of probation or parole imposed under Federal or State law by the tenant.

**B. Written Notice of Proposed Termination.**

CMHA shall give written notice of the proposed termination of the Lease of:

- 1) 14 days in the case of failure to pay rent;
- 2) A reasonable time, but not less than three days and not more than thirty days, considering the seriousness of the situation:
  - a. If the health or safety of other residents, CMHA representatives, or persons residing in the immediate vicinity of the premises is threatened; or
  - b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
  - c. If any member of the household has been convicted of a felony;
- 3) 30 days in any other case.

**C. The Notice of Termination:**

- 1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of the right to make such reply, and Tenant's right to examine CMHA documents directly relevant to the termination or eviction.
- 2) When CMHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with CMHA's grievance procedures.
- 3) Any notice to vacate that is required by State or local law may be combined with, or run concurrently with the notice of Lease termination under this section. The Notice to Leave the Premises must be in writing, and specify that if Tenant fails to leave the premises within the applicable statutory period, legal action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- 4) When CMHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under CMHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired (if a hearing is requested), and the grievance process has been completed.
- 5) When CMHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and CMHA has decided to exclude such grievance from CMHA's grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by CMHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health or safety of residents, CMHA representatives, or persons residing in the immediate vicinity of the premises or for drug-related criminal activity.
- 6) CMHA may evict Tenant from the unit only by bringing a court action.



D. **Written Notice to Terminate the Lease.** Tenant must give thirty (30) days written notice as described in Section IX, above when terminating the Lease. During the initial twelve-month term, the tenant may incur additional charges, as described in Section II, Security Deposit Disposition.

E. **Eviction for Criminal Activity.** In deciding to evict for criminal activity, CMHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, CMHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit.

F. **Domestic Violence, Dating Violence, Stalking.** The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

1) Termination of Tenancy.

- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
- b. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
- c. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, CMHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
- d. Further, nothing in this section shall prohibit CMHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, CMHA shall not apply a more demanding standard than is applied to other Tenants.

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

3) Certification. If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, CMHA may request the individual to provide a certification. The certification may be provided in one of the following forms:

- a. a HUD-approved form, supplied upon request by CMHA, attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
- b. documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in



which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or

- c. a federal, state, tribal, or local police report or court record, describing the incident(s).

The certification must be delivered to the CMHA Property Manager within 14 days after the request for certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and CMHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

4) **Confidentiality.** Information provided to CMHA concerning incident(s) of domestic violence, dating violence, or stalking shall be retained in confidence and disclosed only as permitted by applicable law.

#### **XI. -WAIVER**

No delay or failure by CMHA in exercising any right under the Lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

#### **XII.- INCORPORATION OF THE ADMISSIONS AND OCCUPANCY PLAN**

Tenant acknowledges that the Admissions and Continued Occupancy Policy is incorporated as part of the Residential Lease Agreement, and that it is available for review in any CMHA Property Management Office during normal business hours. The ACOP will be provided to the tenant household upon request and reviewed the at the CMHA property management offices -and/or at the CMHA website: [www.cintimha.com](http://www.cintimha.com).

#### **XIII.- HOUSEKEEPING/ENVIRONMENTAL and SAFETY STANDARDS**

Tenant agrees to maintain the premises in accordance with CMHA's Uniform Inspection Standards, which are incorporated into the Lease by reference.

A. CMHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection CMHA will notify the Tenant in writing if he/she fails to comply with the standards and serve Tenant with a Notice of Termination of Dwelling Lease.

B. **Opportunity to Cure:** After the failed inspection, the Tenant will be given the opportunity to cure the breach of the Lease agreement. CMHA will schedule a re-inspection of the premises to coincide with the expiration of the Notice of Termination of Dwelling Lease to determine compliance. Failure or refusal of the re-inspection will be deemed a serious violation of the Dwelling Lease and CMHA may move to evict the Tenant.

C. In deciding to evict, CMHA shall have the discretion to offer a deep cleaning and/or housekeeping classes where the tenant will receive a housekeeping certificate. The housekeeping training will certify that the resident has received the basic housekeeping essentials needed to maintain their unit in accordance with the CMHA Uniform Inspection Standards. By agreeing to receive a deep clean and/or attend house keeping classes CMHA may elect not to terminate tenancy. In agreement with the Tenant, the cost of the deep cleaning will be billed to the Tenant as a maintenance charge (refer to the Maintenance Charge Schedule). If CMHA elects to offer housekeeping classes to the tenant, at no cost to the tenant, the tenant must attend the class within 30 days from the date of the failed inspection. CMHA may monitor the Tenant's housekeeping after the deep cleaning to ensure the Tenant maintains satisfactory housekeeping standards. One subsequent failed housekeeping inspection within 12 months following the deep cleaning or completion of the housekeeping training, or failure to attend the housekeeping training is grounds for termination of the Lease.



#### **XIV. Tenant's Certification**

By signing below, I acknowledge that the Provisions of the Lease Agreement, and the Addendums, have been received and thoroughly explained to me. I agree that all members of my household are bound by all of the Lease provisions and conditions, as written. I understand that the Admissions and Continued Occupancy Policy is incorporated as part of the Residential Lease Agreement, and that it is available for review in any CMHA Property Management Office during normal business hours.

I hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to CMHA before execution of the Lease or before CMHA approval for occupancy of the unit by the Household member.

I further certify that all information and documentation submitted by me or other Household members to CMHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

I further certify that I have received a copy of the information/attachments listed below including "Protect Your Family from Lead in Your Home". The information listed below has been thoroughly explained to me. I understand the possibility that lead-based paint may exist in the unit.

I further certify that if I reside in a location where utilities are in the name of the Tenant, that I hereby authorize all local utility providers to release to the Cincinnati Metropolitan Housing Authority (CMHA), copies of any and all information relating to utility records for all members of my Household. This information may include, but is not limited to: usage, payment history, and arrearage. I further hereby authorize the utility provider(s) to notify CMHA if I fail to pay my utility bill and to review the records. I authorize this release of information for the process of obtaining and maintaining utilities in my name while a resident of CMHA.

