

Mexico Housing Authority
 PO BOX 484
 828 Garfield Avenue
 Mexico, MO 65265
 (573) 581-2294

Development No. _____ Unit No. _____
 Number of Bedrooms: _____

DWELLING LEASE

The Housing Authority of the City of Mexico, hereinafter referred to as the ("MHA"), a municipal corporation, whose mailing address is PO BOX 484, Mexico, MO 65265, represented by its Public Housing Manager, leases to _____ (hereinafter referred to as ("Resident")), the dwelling unit located at _____, under the terms and conditions as stated below:

The premises leased are for the exclusive use and occupancy of Resident and Resident's household who reside in the dwelling unit and are listed immediately below this line, or otherwise approved by obtaining written permission from Mexico Housing Authority before occupying the dwelling unit.

RESIDENT'S HOUSEHOLD: (List full name, relationship, and age)

1. _____
2. _____
3. _____
4. _____
5. _____

1. TIME PERIODS, CHARGES AND DEPOSITS

A. INITIAL PERIOD OF LEASE AND RENEWAL

The lease period shall begin on ___/___/___ and end on the last calendar day of the same month one year hence. The lease shall be automatically renewable for a successive term of one (1) month unless terminated sooner by either MHA or Resident as hereinafter provided.

B. RENT AND ADDITIONAL CHARGES

The rental amount for the initial period of this lease shall be \$ _____, per month. The monthly rental thereafter shall be \$ _____, or at such an amount that may be established at a time of annual or interim review, which is in accordance with Section 14 of the Lease. **Rent is due and collectable on the first calendar day of each month and is delinquent if not paid by the close of business on the 5th working day of each month, after which a \$25.00 late fee shall apply.** Charges for other than rent shall be due and collectable thirty (30) days following written notification of the charge. **Such charges shall be considered delinquent on the 5th working day of the month following the due date.** A list of standard charges is posted in the management office and is made a part of this lease by reference. Failure to pay charges other than rent, when due, shall be considered a serious violation of the terms and conditions of this lease. Resident is allowed one (1) repayment agreement per calendar year.

C. SECURITY DEPOSITS

Upon the signing of this lease and before being allowed to take possession of the premises, resident shall deposit with lessor the amount of \$ _____, to be held in trust as a security deposit for the performance of this lease by resident. The security deposit shall not be commingled with other funds of lessor, but interest received on the security deposit shall be the property of lessor. The security deposit is not a substitute for the last month's rent, and resident agrees to make timely payment of the last month's rent. Lessor shall be entitled to deduct from the security deposit: (a) All unpaid rent owed through the end of this lease; (b) any unpaid additional charges described in this lease as additional rent; (c) expenses related to repairs, painting, or cleaning necessary to restore the premises and furnishings to their condition as at the beginning of the lease, ordinary wear and tear excepted; and (d) \$ n/a which shall be deducted for carpet cleaning unless resident provides proof that the carpets have been cleaned by a professional carpet cleaning company acceptable to lessor at or near the time resident vacates the premises. Resident agrees to be liable for all such charges that exceed the security deposit. Resident is notified that there may be a larger deduction from the security deposit for carpet cleaning than specified above if more expensive carpet cleaning is required because of carpet conditions beyond ordinary wear and tear. Resident agrees to follow any written move-out instructions provided by lessor. Lessor will give resident reasonable written notice at resident's last known address, or in person, of the date and time when lessor will inspect the premises to determine the amount of the security deposit to be withheld, if any, and resident will have the right to be present during inspection. Any statements or estimates made by lessor or lessor's representative during inspection are subject to correction or modification before final security deposit accounting. Pursuant to law, within 30 days after termination of this lease, lessor will mail to resident, at resident's last known address, a written itemized list of charges withheld from the security deposit, if any, a copy of the carpet cleaning receipt, and the unexpended portion of the security deposit, if any. Resident must provide a forwarding address; if no forwarding address is provided, resident agrees that the inspection notice, itemization of charges, if any, carpet cleaning receipt, and refund, if any, may be mailed to the address of the premises. If more than one resident signed this lease and paid a security deposit, all deductions from security deposits shall be pro-

rated according to the amount of the deposit paid by each resident, and a separate accounting and refund, if any, shall be sent to each resident. If resident vacated the premises on or after the termination date of this lease, the 30-period to account for the security deposit shall begin only when all of resident's property has been removed, all occupants have departed, and all keys and other access devices, such as garage door openers if any, have been delivered to the lessor. If resident abandons the premises before the termination date of this lease, the 30-day period to account for the security deposit shall begin on said termination date or the date lessor re-rents the premises, whichever is earlier.

2. UTILITIES AND SPECIAL SERVICE CHARGES:

- A. **Resident shall be responsible for securing utilities in their own name for all utilities not supplied by MHA** and shall pay directly to the utility provider for all deposits and charges necessary to secure and maintain uninterrupted utility service in their name. Failure of Resident to maintain uninterrupted service because of non-payment of utilities or other reasons under resident's control shall be considered a serious violation of the terms and conditions of this lease.
- 1) MHA Paid Utilities – **MHA will pay for the indicated utility service: water and sewer service.** MHA will NOT be liable for the failure to supply utility service for any cause beyond its control. MHA will provide cooking range and refrigerator in all units, regardless of the responsibility for utilities.
 - 2) Tenant Paid Utilities – If Resident resides in a development where electricity, natural gas or heating fuel are not provided, an allowance for utilities shall be established for the size and type of dwelling unit for utilities resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for utilities equals Tenant Rent. If the allowance for Utilities exceeds the Total Tenant Payment, the authority will pay a Utility Reimbursement to the utility supplier. The Authority may change the Allowance at any time during the term of the lease and shall give Resident sixty (60) days written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Resident's actual bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the bill to supplier. If Resident's actual bill is less than the Allowance for Utilities, Resident shall receive the benefit of such saving.
 - 3) Tenant Responsibilities – **Resident agrees not to waste the utilities provided by MHA** and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **Resident understands and acknowledges that neither they nor their guests are permitted to use outside waterspouts to wash any vehicles, fill any pools or otherwise participate or permit other wasteful use of the water provided by MHA.**

3. RESPONSIBILITIES OF MHA:

- A. **Maintain in good and safe working order and condition:** electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances supplied by or required to be supplied by MHA.
- B. **Make necessary repairs to the premises.**
- C. **Maintain buildings, facilities, and common areas,** not otherwise assigned to the Resident or Maintenance Department, and maintain these facilities in a clean, safe, and sanitary condition.
- D. **Maintain in common areas: facilities and equipment, grounds, lawns, and shrubs.**
- E. **Respond to calls by the Resident for applicable maintenance services.**

4. RESIDENT OBLIGATIONS: A default on the part of Resident shall exist and be grounds for eviction if Resident fails to meet and/or perform any of the specific duties and obligations set forth in this Lease and in the Admissions and Continued Occupancy Policy, which is incorporated herein by Reference, a copy of which is provided to Resident at the time of signing. Grounds for eviction shall include, but not be limited to the following:

- A. Failure to abide by necessary and reasonable regulations (house rules) as promulgated by MHA for the benefit and well-being of the community and residents, which shall be posted in the Management Office and incorporated by reference into the Lease.
- B. **Non-Payment of legal obligations, including rent,** maintenance charges, repayment agreements, court case costs, lock-out fees, utility cost where applicable, return check charges and late fees. (A charge of \$15.00 will be added for any check returned by the bank for any reason.
- C. **Continuous arrearage in payment of rent** and/or other legal obligations.
- D. **Malicious or willful destruction of property** by Resident's household members and/or guests.
- E. **Intentional falsification of initial application** and/or application for continued occupancy
- F. **Flagrant and/or repeated disregard for other Resident's rights;**
 1. Resident shall not disturb or permit the disturbance of others by the use of musical instruments, unseemly noises, or any interference whatsoever.
 2. Nothing shall be placed or permitted upon the outside of the building, the outside windowsills, or thrown or suspended from windows of the unit.
 3. **Resident shall NOT keep pets unless prior written approval is given by MHA,** in accordance with MHA's Pet Policy, which is posted in the Management Office and incorporated herein by reference.
- G. **Failure to report to MHA changes in total family income and family size, of persons residing in the assigned dwelling unit. Resident shall report within ten (10) days any change to:** 1) the family's household size, including, but not limited to a birth, death, childcare, marriage, divorce, separation or other circumstance, or 2) income changes, including the receipt or discontinuance of public assistance, a resident's source of income or assets, a family's income (increase or decrease) which affects the computation of rent or payment as the statement of policies provides.
- H. **Any illegal conduct or actions detrimental to the community** or residents by Resident, his/her guest, or household members.
- I. Residents shall neither place nor permit to be placed, any signs, advertisements, or notices in or upon any part of the building or grounds except with the approval of MHA. All others are subject to removal by MHA at the expense of the Resident.
- J. **Parking violations or possession of "junk vehicles":**
 1. Other than handicapped parking, residents are not designated specific parking spots.
 2. Parking on any lawn area within the development site is not permitted, including motorcycles.
 3. Motorcycles, motorized bikes (mopeds), and/or scooters are not to be driven within the development except for travel to and from the development.

4. Loud mufflers, large trucks, or other objectionable vehicles such as loud auto stereos shall not be driven or parked in the parking areas.
5. Motorized vehicles belonging to or being used by a resident or their guest must be properly tagged, licensed and in proper running condition with fully inflated tires.
6. Resident agrees to call the Management Office for permission to perform any maintenance activities on resident's vehicle.
7. Resident agrees to pay towing charges for parked motorized vehicle and vehicles, which are not in running condition as, outlined in #5 above.

K. **Resident shall keep the premises and such other area as may be assigned to him/her for their exclusive use in a clean and safe condition.** This shall include the following maintenance of the premises at reasonable periods and includes grounds adjacent to the dwelling unit, where appropriate. If tenant is found to be in violation of housekeeping standards, tenant will be given the opportunity to correct deficiencies and failure to correct will be considered a serious violation of the lease. If resident receives three consecutive failed housekeeping reports, tenant may be terminated.

1. Housekeeping Standards: Inside the Apartment

General

- a. Walls - should be clean, free of dirt, grease, holes, and cobwebs.
- b. Floors - should be clean, clear, dry, and free of hazards.
- c. Ceilings - should be clean and free of cobwebs.
- d. Windows - should be clean and not nailed shut. Shades and blinds should be intact.
- e. Woodworks - should be clean, free from dust, gouges, or scratches.
- f. Doors - should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Entrance and/or Exits – No doorway to or from the unit is allowed to be blocked.
- h. Heating units - should be dusted and access uncluttered.
- i. Trash - shall be disposed of properly and not left in the unit.
- j. Entire unit should be free of rodent or insect infestation.
- k. Utility room; should be free of debris, motor vehicle parts, and flammable materials.
- l. Dryers must be vented correctly.
- m. Nothing may be installed, attached, or otherwise connected to the building; neither inside, or outside, anywhere on the building.

Kitchen

- a. Stove; should be clean and free of food and grease.
- b. Refrigerator; should be clean. Doors should close properly.
- c. Cabinets; should be clean and neat. Cabinet surfaces and countertop should be free of spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d. Sink; should be clean, free from grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- e. Food storage areas; should be neat and clean with no spilled food.
- f. Trash/garbage; should be stored in a covered container until removed to the disposal area.

Bathroom

- a. Toilet and tank; should be clean and odor free.
- b. Tub and shower; should be clean and free of mildew and mold.
- c. Lavatory; should be clean.
- d. Exhaust fans; should be free of dust.
- e. Floor; should be clean and dry.

Storage Areas

- a. Linen closet; should be neat and clean.
- b. Other closets; should be neat and clean. No highly flammable materials should be stored in the unit.
- c. Other storage areas; should be clean, neat, and free of hazards.
2. Housekeeping Standards; Outside the Apartment - The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:
 - a. **Yards; should be free of debris, trash, and cars.** Exterior walls should be free of graffiti.
 - b. **Patios;** front and rear should be clean and free of hazards. No inside furniture allowed in outside areas. Any items stored on the patio shall not be impeding access to the unit.
 - c. **Trash cans and barbeque grills** shall be stored in the rear of the residence/unit.
 - d. **Trash cans** must be removed from the street pick up location to the rear of the residence/unit within eight (8) hours after trash pickup.
 - e. There shall be no storing of toys on the front or back porches of the unit.
 - f. **Steps** – front and rear steps must be clean and free of hazards.
 - g. **Sidewalks** – must be clean and free of hazards.
 - h. **Outside lights** – neither boxes, nor other coverings may be placed over outside lights at the unit.
3. Resident acknowledges that the pest exterminator makes a monthly visit for treatment of pest control and agrees to allow the monthly visit. Failure to comply shall be a violation of this lease.
4. Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, on any patio of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Resident or guests will be considered a serious violation of the terms and conditions of this lease.
5. Resident agrees to take reasonable precautions and to exercise ordinary care to avoid injury to person and property, and to take extra precautions and exercise a high degree of care in the event of dangerous conditions on the premises, grounds and common

- areas of the public housing premises caused by an accumulation of snow, ice or other hazardous conditions of which MHA has no notice or opportunity to alleviate. MHA agrees to use existing means available for removal or mitigation of the accumulation of snow and ice when MHA has actual notice of such condition and a reasonable time to act; however, MHA shall not be liable to Resident, or to the guest or invitees of Resident, for: damages or loss from dangerous conditions resulting from snow, ice or other temporary or natural conditions on the premises, grounds or common areas of the public housing premises, unless the condition is affirmatively caused by the negligent act of the MHA. Resident agrees to use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.
6. Resident agrees to immediately and personally report to the MHA all unsafe conditions, which are known to or observed by the Resident, either in common areas of the public housing premises or in the dwelling unit or premises leased by the Resident. Resident's failure to report the need for repairs or other actions in a timely manner shall be considered to contribute to any damage that occurs.
 - L. Resident agrees to comply with all obligations imposed upon Resident by applicable building and housing codes materially affecting health and safety.
 - M. Resident agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances;
 1. Sweepings, rubbish, diapers, sanitary items, or other foreign substances shall not be thrown into toilet bowls. Any damages resulting from a violation shall be charged to Resident, and
 2. Residents and/or children or visiting children shall not be permitted to loiter in driveways, or parking areas.
 3. Children shall be monitored at all times by an adult.
 - N. Failure to refrain from, or to cause Resident household members and guests from refraining from destroying, defacing, damaging, or removing any part of the premises or community;
 1. Additional locks shall not be placed upon any doors or windows without the approval of the MHA Management.
 2. Small nails or pushpins may be used in hanging pictures. Adhesive hangers, hooks or tape are/is not permitted. Hanging of heavy objects such as, mirror, should be discussed with the MHA. No nails or adhesive will be permitted on kitchen counter wall.
 3. Swimming pools or any other miscellaneous structures shall not be constructed on any of the MHA properties.
 4. Trees, shrubs, flowers, or gardens shall not be planted on MHA property without the written consent from the Management Office. Even with consent, no trees or shrubs shall be planted within 10 feet of any unit.
 5. Fences shall not be constructed or placed on any of the MHA property.
 6. Contact paper or wall paneling shall not be applied to the walls.
 7. No painting shall be done by Resident without the written consent from the Management Office.
 8. Resident shall not varnish.
 9. Move-ins and move-outs must be scheduled with MHA management and shall not take place after 4:30 p.m. on weekdays. No move-ins or move-outs will be scheduled on Saturdays, Sundays, or holidays.
 - O. Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in;
 1. **Any criminal activity on or off MHA premises**, wherever located that threatens the health, safety of peaceful enjoyment of MHA's premises by other residents or MHA employees.
 2. **Any drug-related criminal activity on or off MHA premises** wherever located.
 3. **Alcohol abuse that the MHA determines interferes** with the health, safety or right to peaceful enjoyment of the premises by other residents.

[For the purpose of this section, criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or MHA employees shall include but not be limited to the following:]

1. Physical assault or the threat of physical assault to any person whatsoever;
2. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon;
3. Intentionally, knowingly or recklessly carrying any deadly weapon on or about their person or display a deadly weapon in connection with a verbal or nonverbal threat of bodily harm, or shooting, throwing any object at, or otherwise damaging any property through the intentional, unintentional, reckless, careless or negligent use of any deadly weapon, (For this purpose a deadly weapon includes, but not limited to, any firearm, club, explosive, other form of weapon, knife, knuckles, BB pellets or pellet guns.)
4. Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct.

[For the purpose of this section, drug-related criminal activity means the following:]

1. Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, and opium, and further defined as in the Controlled Substances Act (21 V.S.C. 802) unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

[Compliance with this section is a material condition of this Lease for continued occupancy of the premises by Resident, household members and guests and any breach of this section by resident, household members or guests shall be cause for termination of this lease. If MHA believes, in good faith, that a breach of this section has occurred, it may terminate tenancy without regard to the following:]

1. Whether or not any person, whose conduct is an issue, has been arrested, charged, or convicted by law; or
2. Whether or not Resident had knowledge, in fact, of criminal activity engaged in by a member of Resident's household or of any guest or invitee of Resident or of a member of Resident's household, unless Resident agrees in writing to remove such person's name from the lease and to refuse to allow such person on the premises.

[For the purposes of this section, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health and/or safety of other residents or MHA employees. Not with-standing the fore-going, however, it shall be the MHA's duty, in any eviction proceeding, to prove that a breach of this covenant has occurred.]

- P. Resident agrees not to allow any individual that has been barred or banned from the MHA's property to be on any property under Resident's responsibility;
- Q. **Resident agrees not to allow any other person than those designated by the lease to use the address or receive mail at the resident's address.**
- R. Resident and Resident's guest(s) will not discharge or threaten to discharge a firearm of any type, including "B-B guns, on housing authority property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this lease;
- S. Resident and Resident's guest(s) further agree not to use or threaten to use a knife, club, or any other weapon against any person on Housing Authority property. The use of, or threat to use a knife, club, or any other weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this lease.
- T. Resident agrees to vacate, if in the Authority's judgment, Resident's self-reliance has deteriorated beyond the point where the scope of services offered by the Authority can no longer assist the Resident in maintaining themselves or the premises in an acceptable manner without imperiling the health, safety and peaceful occupancy of themselves and other occupants.
- U. **Resident agrees to not house guests for more than thirty (30) calendar days per year. Resident further agrees to not house a guest for more than seven (7) consecutive days.**

5. CONDITION OF PREMISES

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and are in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form. The move-in inspection is to be conducted by a MHA representative in the presence of Resident. Resident agrees to keep all fixtures, equipment and appliances as provided in working order; to make no alteration, commit no waste, to repay MHA the cost of repairs made to premises by MHA at termination of Lease to restore unit to the same condition as when first occupied, reasonable wear and tear excepted.

6. SUBLETTING

Resident shall not allow anyone to share said premises, keep roomers, or boarders, nor assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from the MHA. Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, or with the consent of management, care of foster children and live-in care of a member of the Resident's family.

7. DESTRUCTION OF PREMISES

If assigned premises are rendered uninhabitable which was caused by resident, Resident's household members or guest, MHA reserves the right to deny Resident another dwelling unit within the MHA network. Further, MHA has the right to pursue monetary reimbursement from the Resident in the amount equal to cost disbursed by MHA to restore the unit to habitable condition. If the dwelling unit is rendered uninhabitable by circumstances beyond the Resident's control, MHA shall offer Resident another dwelling unit, on a temporary basis, until the damaged unit is restored to habitable condition. In offering alternative temporary housing, Resident and MHA shall decide on dwelling unit that will not cause undue hardship to either party. MHA reserves the right to deny or grant Resident re-occupancy of the unit originally assigned.

8. DAMAGE AND REPAIR

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

- A. **Resident shall immediately notify MHA of the damage;**
- B. MHA shall be responsible for repair of damage within a reasonable time; provided, however, that if the damage was caused by Resident or Resident's household or guests, the reasonable cost of the repairs shall be charged to Resident. MHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- C. The rent of Resident shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subparagraph (B) of this section or alternative accommodations are not provided in accordance with subparagraph (C) of this section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident or Resident's household or guests.
- D. The Authority shall not be responsible for maintenance or repair of Resident's owned possessions and the Authority will not be responsible for damages to Resident's possessions due to any causes beyond its control.

9. VACATING PREMISES

Resident shall notify MHA thirty (30) days in advance of his/her intention to vacate the assigned dwelling and return the unit in as good a condition as when first accepted. Resident shall yield immediate possession and return to the management office all keys (entrance door keys, mailbox keys, etc.) upon termination of this lease. MHA shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing Resident provides MHA with a forwarding address. MHA reserves the right to pursue collection of any monies owed by Resident to MHA upon move-out, through court action mutually agreeable to both parties. If Resident does not give the MHA a thirty (30) day written notice, Resident will forfeit their security deposit.

10. HOLDING OVER

Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property there from after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by Resident after expiration of this lease without the express consent of the Management shall create a tenancy at sufferance and not a resident at will. There shall be no renewal whatsoever of this lease by operation of law.

11. ENTRY OF PREMISES DURING TENANCY

Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.

A written statement specifying the purpose of the management entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. Resident shall notify MHA of any needed repairs in accordance with the established maintenance procedures of MHA. Such notice(s) shall be deemed an authorization by Resident for MHA to enter said premises, with a pass key, to make necessary repairs.

If MHA has reason to believe that an emergency exists, MHA can enter the premises at any time without advance notification or Resident's consent, providing a written statement specifying the date, time and purpose of re-entry is left on the premises in a visible place prior to MHA leaving the premises, if Resident and all adult members of the household are absent.

12. INSPECTIONS

In addition to all other inspections required or permitted by the Lease, MHA in the presence of Resident, or his/her representative, shall be obligated to inspect the premises prior to initial occupancy by Resident. MHA will furnish Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. Both parties shall sign the statement and a copy of the statement shall be retained by MHA as part of Resident's permanent file. All dwelling units and the equipment provided by MHA may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date, and approximate time of the inspection. When Resident vacates, management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection unless Resident vacates without notice to management.

13. QUIET ENJOYMENT

Resident having performed under the terms and regulations as set forth in this Lease-paying the rents and accompanying charges, executing all covenants and promises will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by MHA or any of the MHA's representatives or agents.

14. APPLICATION FOR CONTINUED OCCUPANCY

A. **Once each year, as requested by MHA, the eligibility status and family income of each Resident residing in the household shall be reexamined.** If the head of household, spouse, or sole applicant is 18 years of age or older, or handicapped or disabled, the reexamination shall take place annually, according to the following procedures:

1. *Application:* Upon written notification from MHA, MHA shall require a written application for continued occupancy to be signed by one or both heads of household(s) attesting to the accuracy of the information provided by the Resident to MHA. Resident must promptly and accurately report to the Management Office, in person, any changes in the source of total family income or family status during the interim period of each annual re-examination. Resident agrees to furnish in adequate detail all information and data necessary to enable MHA to Rent to be charged;
 - a. Size of the dwelling unit required;
 - b. Retroactive rental charges if applicable;
 - c. A transfer to an appropriate size of type of dwelling unit upon appropriate notice by MHA that a unit is available; and
 - d. The Resident's exclusive use of lease premises which shall include reasonable accommodation of Resident's guests and visitors with consent of MHA which will include foster children or live-in care for a member of the Resident's household.
3. *Verification:* MHA shall verify all information on the application by methods necessary to assure MHA that the information is complete and true at the time of re-examination;
4. *Certification:* As part of application for continued occupancy, MHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by MHA that Resident(s) is eligible or ineligible for continued occupancy; and
5. *Non-compliance:* If Resident(s) fails to provide the information on the date and time prescribed in the aforementioned written notice from MHA, to enable MHA to determine eligibility and rental payments, MHA shall serve a thirty (30) day notice to vacate the premises because Resident has failed to provide information or reschedule a re-examination date. MHA reserves the right to initiate eviction proceedings against Resident.

B. Determination will be made of monthly rental to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission Policy posted in the Management Office.

1. Rent as fixed in Section 18 here of adjusted pursuant to the above will remain in effect until;
 - a. Source of income changes;
 - b. Family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person(s) who, with the consent of MHA, is added to the Lease as a member of the household;
 - c. Resident changes from public assistance to employment or from public assistance, both of which must be reported within ten (10) working days of the application; and
 - d. If it is found that Resident has misrepresented to MHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, MHA can either terminate the Lease immediately and bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date or income and or family status change.
2. In the event of any rent adjustment pursuant to the above, MHA will mail or deliver a notice of Rent Adjustment to the Resident in accordance with Section 17 hereof;
 - a. Rent adjustments as a result of an interim review;
 - (i) **Rent decreases will become effective the first day of the month after the re-examination was completed; and**
 - (ii) **Rent increases will become effective the first day of the second month after the reexamination was completed.**

3. If MHA determines the size of the assigned dwelling unit is no longer adequate for the Resident's needs, MHA may amend the Lease by notifying Resident that they may be required to move to another until, giving Resident reasonable time to move. The moving time shall be mutually agreed upon by Resident and MHA. If Resident does not agree with the determination, Resident shall have the right to request a hearing.

15. COMMUNITY SERVICE REQUIREMENT

To ensure that all members for the family who are subject to the community service requirement are complying with the community service requirement or are no longer residing in the unit.

1. Community service requires that each non-exempt adult resident shall contribute eight (8) hours per month of community service (not including political activities) or participate in an economic self-sufficiency program for **eight (8) hours per month**.
 - a. Exemption is provided subject to specific requirements as described in the Authority's Admissions and Continued Occupancy Policy, upon verification.
 - b. Tenant must immediately notify the Authority of any change that affects a household member's exemption for the community service requirement, specifically if the household member no longer meets the exemption requirements.
2. Noncompliance: The Authority shall determine annually if nonexempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.

16. ABANDONMENT OF DWELLING UNIT AND PROPERTY:

The MHA will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

17. VIOLATIONS AGAINST WOMENS ACT (VAWA) LEASE PROVISIONS

(1) An incident of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if and only if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

(2) Notwithstanding subsection 1, or any Federal, State, or local law to the contrary, the Authority may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, or terminate occupancy rights of any individual who is a tenant or lawful occupant and who engaged in criminal acts of physical violence against family members or others without evicting, removing, or terminating occupancy rights or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

(3) Nothing in this Section:

- limits the Authority from honoring court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
- limits the Authority from evicting a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict;
- limits the Authority to terminate the tenancy of any tenant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted; construe to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

(4) All information the Authority may request to confirm domestic violence, dating violence or stalking victim status, pursuant to Federal law, shall be retained in confidence by the Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

- Requested or consented to by the individual in writing;
- Required for use in an eviction proceeding; or
- Otherwise required by applicable law

(5) For the purposes of this Section and this lease, the following definitions apply:

- **"domestic violence"** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws;
- **"dating violence"** is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a

consideration of the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship;

- **“stalking”** is defined as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate another person; or placing under surveillance with the intent to kill, injure, harass, or intimidate another person; and, in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, placing a person in reasonable fear of the death of, or serious bodily injury to, or causing substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.
- **“immediate family member”**, with respect to a person, is identified as a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

18. TERMINATION OF LEASE:

The MHA shall terminate this lease for serious or repeated violations of the material terms of this lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the Resident Obligations set forth in Section 4, drug-related and other criminal activities or alcohol abuse, or other good cause;

A. In the event that MHA terminates this Lease, Resident shall be given a Notice of Termination as set forth below:

1. Fourteen (14) days prior to the termination date in cases of failure to pay rent;
2. Three (3) days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. The MHA has a “one strike” or “zero tolerance” policy with respect to violations of lease terms regarding drug-related and other criminal activities;
3. Thirty (30) days in all other cases;
 - In deciding to evict for criminal activity, MHA shall have discretion to consider all of the circumstances of the case, including seriousness of the offense, the extent of participation by family members not involved in the proscribed activity. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit. MHA may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
 - In 1 & 3 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination, the right of Resident to make a reply, the right of the Resident to a hearing in accordance with the MHA grievance procedures, and the right of Resident to examine documents directly relevant to the termination or eviction;
 - In 2 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination and the right of Resident to examine documents directly relevant to the termination or eviction, and shall contain the following language printed or written in conspicuous manner:

“You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance.

19. LEGAL NOTICES:

Any notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any person in the apartment who is 13 years of age or older member of the household and/or by first class mail, or by leaving it at the premises from which Resident is sought to be evicted. Notice to MHA from Resident must be in writing and delivered to the Management Office in person or by first class mail. If Resident is visually impaired, any legal notices will be delivered in an accessible format.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES:

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. **MHA shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member**, including reasonable accommodations so that the resident can meet lease requirements or other requirements of tenancy. Upon MHA notice, Resident agrees to a transfer from a handicapped accessible unit to a non-handicapped accessible unit unless Resident’s situation has changed so that the unit meets their required accommodations.

21. CHANGES TO LEASE:

This Lease, along with any future adjustments of rent, reassignment of dwelling unit(s) is evidence that MHA and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to dwelling units and premises.

22. ALTERNATIVE HOUSING ACCOMMODATION:

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than ninety (90) days unless prior written approval is received from Management. If Resident resides out of the dwelling unit for more than ninety (90) days, Management will assume the dwelling unit to be abandoned and take possession in accordance with Section 15.

23. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this Lease shall be proceeded and resolved pursuant to the Grievance Procedure of MHA which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office and incorporated herein by reference,

Except:

An action initiated by MHA for eviction of Resident is not subject to its Grievance Procedure. In case of eviction, affected Residents are afforded all the elements of due process by the Missouri State Law and may seek redress in the State of Missouri Courts.

24. COURT COST AND ATTORNEY FEE:

If it becomes necessary for MHA to employ an attorney and bring court proceedings against Resident to collect any rent and other charges agree to be paid, or to enforce the provision of this lease, or to evict Resident from the premises, and if judgment is entered against

Resident in favor of MHA in such proceedings, Resident shall be obliged to pay all court cost and a reasonable attorney's fee. If judgment is entered against MHA in favor of Resident in such proceedings, MHA shall be obliged to pay all court cost and reasonable attorney's fee.

25. UNENFORCEABLE LEASE PROVISIONS:

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

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the MHA Management Office and I fully understand its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney.

_____ day of _____ in the City of Mexico, State of Missouri.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE. WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY PRESENATIVE OF THE HOUSING AUTHORITY OF MEXICO, MISSOURI, WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER THE MISSOURI LAW AND MAY BE PUNISHABLE WITH A FINE UP TO \$1,000.00 AND/OR A PRISON TERM UP TO ONE YEAR.

HOUSING AUTHORITY OF MEXICO, MISSOURI.

By _____
Public Housing Manager

Resident _____

Resident _____

Resident _____

Resident _____

