

Cairo Housing Authority

420 S High Street

Cairo NE 68824

Phone: 308-485-4722

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1. **PARTIES AND DWELLING UNIT:** The parties to the Lease are the Cairo Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at 420 S High Street, Apt #\_\_\_\_\_ Cairo, NE 68824  
The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security #	Sex	Relationship
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births and adoptions. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Allowing another adult to move-in prior to the Landlord's approval and lease execution is a breach of lease agreement and shall result in eviction. Deletions from the household shall be reported to the Landlord within ten (10) days.

If you received Preference Points because you are a victim of domestic abuse and/or violence, your name will be moved to the top of the waitlist and allow you to receive Landlord assistance. If the abuser is allowed into the unit or has contact at the assisted property with the family without advance approval, the Landlord may deny or terminate assistance for breach of the Rental Agreement. Additionally, in order to receive the preference, the applicant shall identify the abuser and sign the Preference Certification of Agreement.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: \_\_\_\_\_

This person's address is: \_\_\_\_\_

and phone number is: \_\_\_\_\_

2. **LEASE TERM:** This Lease shall begin on \_\_\_\_\_.  
The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease. Annual Recertification effective date will be \_\_\_\_\_
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$\_\_\_\_\_ plus/minus cable if desired \_\_\_\_\_.  
If this Lease begins on a day other than the first day of the month, the first month's rent shall be \_\_\_\_\_.

\_\_\_\_\_ This rent is based on the Landlord-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Resident. (Check one)

The Resident may choose rent calculation methods at the annual recertification only. Residents who have chosen the flat rent option may request a re-examination and change to the formula-based method at any time if the Resident's income has decreased, their ongoing expenses for such purposes as child care and medical care have increased or any other circumstances that create a hardship for the Resident that would be alleviated by a change.

This amount is due on the first day of each month at the Landlord's office and shall remain in effect until adjusted in accordance with provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If the Resident fails to make the rent payment by the tenth of the month, it shall be considered delinquent and a notice to vacate will be issued to the Resident. A \$20.00 late charge will be assessed to cover the added costs of a rent payment received after the tenth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the last charge a \$35 returned check fee will be charged and a "cash only" policy will apply for future rent payments.

If a Resident is paying the minimum rent and their circumstances change creating an inability to pay rent, the Resident may request suspension of the minimum rent because of recognized hardship. In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **ZERO RENTS:** Residents who are at zero rent and/or zero income must meet monthly with staff to verify income and expenditures to assure proper calculations are made for rent determination. Residents shall bring in all bills from phone, cable, etc. Residents shall provide documentation of income received from all sources. Attendance and the responsibility to provide current documentation is mandatory. Failure to comply shall result in eviction.
5. **SECURITY DEPOSIT:** The Resident has paid the amount of \$300.00 to the Landlord as a Security Deposit. Within 14 days after the Resident's termination of the tenancy of the dwelling unit, the Landlord shall return the Security Deposit, including the Pet Deposit, so long as the Resident furnishes the Landlord with a forwarding address and after deducting whatever amount is needed to pay the cost of:
  - a: Unpaid rent or any other charges owed by the Resident at the termination of this lease.
  - b: Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report to reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members or guests.
  - c: Other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

6. **EQUIPMENT:** The Cairo Housing Authority agrees to furnish the following equipment:
  - a: Stove
  - b: Refrigerator
  - c: Curtain/Shower Rods
  - d: Window Air conditioner

7. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for him/herself and persons named in the Lease, with the exception of minor children born into the household during the tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord. The Resident shall not:
- a: Permit any persons, visitors or guests, other than those listed above and minor children which are born or adopted in the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord:
  - b: Sublet or assign the unit, or any part of the unit:
  - c: Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds:
  - d: Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors:
  - e: Permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and/or neighbors or Agency employees:
  - f: Permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
  - g: The use of cigarettes, cigars, pipes (prohibited tobacco products) and hookah (waterpipes) including ENDS (Electronic Nicotine Delivery Systems) is prohibited within 25 feet of any Cairo Housing Authority Building. All applicants, tenants, guest, visitors, Housing personnel and the general public as well as their visitors and guest must abide by the Smoke Free Policy. Use of any of the above in your apartment will not be tolerated and will be subject to fines and eviction.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents and/or neighbors. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the legal business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family.

8. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord is attached to this Lease.
9. **UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control: Electricity, gas, water, sewer and trash. The Resident is responsible for telephone and cable/internet charges, which are personal choices. Special charges may also be made for excess utility consumption for Tenant supplied appliances, repairs and similar matters as stated on the posted schedule in the CHA office. Special charges may be modified from time to time by proposed modification, the reason therefore, and providing the tenants opportunity to present written comments which shall be taken into consideration by the CHA prior to any modification becoming effective. A copy of such notice shall be delivered personally or mailed to each tenant.
10. **COMMUNITY SERVICE:**  
Requirements  
The community service and self-sufficiency requirement is a legislative mandate by Congress. This provision follows some of the themes of the Personal Responsibility and Work Opportunity Reconciliation Act of 1990, also known as the Welfare Reform Act, by requiring low-income families in public housing to

contribute or participate for eight hours a month in a community service or self-sufficiency activity, or a combination of both, as a condition of receipt of Federal Housing Assistance.

Under the provision of law, noncompliance with the community service and self-sufficiency requirements is a lease violation and is grounds for non-renewal of this lease at the end of a twelve (12) month lease term, but not termination of tenancy during the course of the twelve (12) month lease term. However, non-renewal of the lease constitutes grounds for eviction.

This provision is not intended to be perceived as punitive, but rather considered as a rewarding activity that will assist residents in improving their own and their neighbor's economic and social well-being and give residents greater stakes in their community.

Community service or self-sufficiency activities performed by residents **must not be substituted** for work ordinarily performed by the Landlord's employees, or replace a job at any location where residents perform activities to satisfy the service requirements. Community service may not be supervised by a friend or a family member as this may result in a conflict of interest. Community Service work site must be approved by the Landlord prior to starting.

#### Residents Responsibilities

a: Provide and cooperate with the Landlord regarding verification of exempt or nonexempt status for community service and self-sufficiency requirements.

b: Immediately report any changes regarding exempt or nonexempt status to Landlord within ten (10) days of the change.

c: All adult residents in public housing, except for those determined to be exempt, shall contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month or perform a combination of both for eight (8) hours per month. Activities **cannot** include political activities or be substituted for work ordinarily performed by Landlord or replace a job at any location where residents perform activities to satisfy the service requirements.

d: Provide the Landlord with information verifying compliance with service requirements including the number of hours accomplished under activity by the tenth of the following month.

Residents are required under 23 CFR 960.607(c) to comply with the service requirements. The requirement extends to all adult residents in the house hold who are determined nonexempt from the requirements. This lease shall not specify that it shall be renewed automatically for the purposes, unless the Resident fails to comply with the service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve (12) month lease term.

If a Resident or another family member has violated the service requirement, the Landlord may not renew the lease upon expiration of the term.

Further clarification is in Chapter 14 of the Admission and Continued Occupancy Policy and Community Service Packet that you will receive.

#### **11. RENT RECERTIFICATIONS:**

Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, family composition and other documents as required. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) month period following hire for Resident whose income has increased because of the employment of a family member who was previously unemployed for one (1) or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six (6) months.

Flat income review will be held every third year for Residents choosing the flat rent option. However, the Resident shall meet annually with the Landlord for a Flat Rent update. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option. In cases where annual income cannot be projected for a twelve (12) month period or the Resident is self-employed and the Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every quarter. If the Resident is reporting no income and/or is at zero rent and the Resident has chosen the percentage of income rent option, the Landlord will schedule a special rent review every thirty (30) days. In addition, the Resident experiences a decrease in income; their circumstances have changed increasing their expense for child care, medical, etc.; or other circumstances create a hardship on the Resident such that the formula method would be more financially feasible for the Resident. Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of the Residents rent, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

12. **INTERIM RENT ADJUSTMENTS:** Residents must report in writing within ten (10) days to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertification's:
- a: A member has been added to the family through birth, adoption, or court-awarded custody.
  - b: A household member is leaving or has left the family unit.
  - c: Residents paying rent based on a percentage of income including Zero Rent and Zero Income Residents are required to report any increase in income. Income is Child Support, TANF, a new job, and an increase in wages, Social Security, alimony, inheritance, pension, military pay, insurance settlements, sale of real estate, Supplement Security Income, AABD, investment interest, anyone who pays any of your bills or gives you money.

In addition, Residents paying rent based on a percentage of income are required to report the following activities that occur between Annual Rent Recertification's:

- a: A decrease in annual income;
- b: Childcare expenses for children under the age of thirteen (13) that are necessary to enable a member of the household to be employed or go to school;
- c: Disability assistance expenses, which enable a family member to work;
- d: Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance;
- e: Verified annual increases and/or decreases of \$600 or more shall result in a rent adjustment;
- f: Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expirations of a time limit for the receipt of assistance will not be considered a

failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted. If the Resident receives a letter or notice from HUD, concerning the amount or verification of family income, the communication shall be brought to the Landlord's office within ten (10) calendar days.

13. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

a: Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. The Resident must report all changes by the 20<sup>th</sup> of the month in order for a rent decrease to be effective the following month.

b: Rent Increases: The Landlord shall process rent increases so that Resident is given no less than thirty (30) days advance written notice of the amount due. All income increases must be reported within ten (10) days of the change or the rent increase will be retroactive to the date of the increase.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change from the flat rate calculation method.

14. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

a: Resident does not submit in writing, rent review information within the 10 days specified in the Landlord's request; or

b: Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

15. **MAINTENANCE:**

The Resident Agrees to:

a: Keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition as specified in the rules attached to this lease;

b: Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;

c: Not litter grounds or common areas of the property;

d: Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;

e: Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;

f: **RESIDENT SHALL NOTIFY LANDLORD PROMPTLY OF KNOWN NEED OF REPAIRS TO THE DWELLING UNIT;**

g: Not park unregistered, unlicensed and inoperable vehicles on the property or park any vehicle on the lawn;

h: Remove garbage and other waste from the dwelling unit and dispose in a clean and safe manner;

- i: Pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests and pets, and to do so within thirty (30) days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is attached to this lease and is available at Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred (including parts and labor);
- j: Not remove batteries and/or disconnect smoke alarms, CO detectors and/or doorbells;
- k: Resident agrees to not change locks or install any auxiliary locks, or make any extra keys.
- l: Abide by all other rules and regulations promulgated by the Cairo Housing Authority.

The Landlord Agrees To:

- a: Maintain the premises and the property in decent and safe condition;
- b: Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c: Make necessary repairs to the premises;
- d: Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord;
- e: Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident
- f: If the dwelling unit is rendered uninhabitable, regardless of cause:
  - The Resident shall immediately notify the Landlord;
  - The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members, pets or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
  - The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
  - The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, pet or guests caused the damage.

**16. HOUSEKEEPING STANDARDS**

In an effort to improve the livability and conditions of the apartments owned and managed by Landlord, uniform standards for resident housekeeping have been developed for all Resident families.

- a. Landlord Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. Landlord will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, Landlord will notify the Resident in writing if he/she fails to comply with the standards. Landlord will advise the residents of the specific corrections required to establish compliance and indicate that training is available. Landlord will schedule a second inspection in two (2) to four (4) weeks after the failed inspection. Failure of a third inspection will constitute a violation of the lease terms. Counseling and referrals will be provided to the resident to meet the Housekeeping Standards.
- b. Resident's Responsibility: Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

Housekeeping Standards: Inside the unit

## General

1. Walls should be clean, free of dirt, grease, holes, cobwebs and markings.
2. Floors should be clean, clear, dry and free of hazards
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean and operable. Blinds should be intact. No blankets, flags cardboard, aluminum foil shall be over the window and visible from the outside.
5. Woodwork should be clean, free of dust, gouges or scratches.
6. Doors should be clean, free of grease, markings and holes. Door stops should be present. Doors cannot be removed.
7. Locks should work.
8. Heating Vents should be dusted, filters clean and access uncluttered.
9. Trash shall be disposed of properly and not left in the unit.
10. Entire unit should be free of rodent or insect infestation.
11. Door bells must work if installed.

## Kitchen

1. Stove should be clean and free of food and grease. Do not store plastics/paper on the stove top or in the oven.
2. Refrigerator should be clean.
3. Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and 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.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner. If there are dirty dishes, they should be placed in the sink and not to exceed one-day accumulation. Sink and faucet should be free of excess soap and mineral deposit build up.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/Garbage should be stored in a covered container until removed to the disposal area.

## Bathroom

1. Toilet and tank should be clean and odor free.
2. Tub and Shower should be clean and free of mildew and mold. Shower curtains should be in place and of adequate length.
3. Lavatory should be clean.
4. Exhaust fans should be free of dust and grease if applicable.
5. Floor should be clean and dry. No dirty/wet towels or clothes.
6. Walls and ceilings should be clean and free of mildew and mold.
7. Sink and faucet should be free of excess soap and mineral deposit build up.

## Storage Areas

1. Linen Closet should be neat and clean. Closet doors must remain in place and be operable.
2. Other Closets should be neat and clean. No highly flammable materials should be stored in the unit. All doors shall be installed and in proper working order.
3. Other storage areas should be clean, neat and free of hazards.



#### Outside of the Unit

1. Personal Gardens should be maintained. (Prior permission is required)
2. Porches should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit and should be suitable for outside use. All porches MUST be cleared of everything during the winter months for snow removal.
3. Storm doors should be clean with cylinders, springs, glass and screens intact.

**17. RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlords written permission:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. Install wallpaper and/or border in the dwelling unit;
- c. Attach awnings or window guards in the dwelling unit;
- d. Install or alter carpeting, resurface floors or alter woodwork;
- e. Install washing machines, dryers (see previous note on additional utility charges), fans, heaters, freezers or air conditions;
- f. Attach or place any fixtures, signs, clothesline or fences on the building(s), the common areas, or the property grounds;
- g. Attach screen doors or other permanent improvement's in the dwelling unit;
- h. Place any aerials, antennas, satellite dish or other electrical connections on the dwelling unit;
- i. Install additional or different locks or gates on any doors or windows of the dwelling;
- j. Operate a business as an incidental use in the dwelling unit.

**18. ENTRY OF PREMISES DURING TENANCY:**

- a. Residents Responsibilities
  1. Resident agrees that the duly authorized Landlord, employee or contractor of the Landlord will be permitted to enter the Resident's dwelling during reasonable hours 8:30 a.m. – 5:00 p.m. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for releasing.
  2. When Resident calls to request maintenance on the unit the Landlord shall provide routine maintenance between 8:30 a.m. – 5:00 p.m. Monday through Friday. The Resident request for maintenance shall constitute permission to enter.
- b. Landlord's Responsibilities
  1. The Landlord shall provide one day's advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing inspections, HUD inspections, special inspections and preventive inspections, perform pest extermination, to make necessary repairs, or improvements or supply necessary services.
  2. The Landlord may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
  3. If the Resident and all adult members of household are absent from the dwelling unit at the time of entry, the Landlord shall leave a maintenance tag in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.
  4. If the Resident requests a work order, the Landlord is not required to give advance notice to enter the unit.

**19. SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or persons with disabilities and mobility-

free units). If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move in compliance with the Landlord transfer policy. Before a transfer is approved, the Resident must be in good standing and both units must pass a Quality Control Inspection, regardless of who initiates the transfer. This time shall not exceed thirty (30) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate the lease. If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

**20. DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING:**

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(1)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (1)(3) and in CHA's 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.

**A. Termination of tenancy**

1. 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
2. Criminal activity directly relating to domestic 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 Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs 20 A.1, and 20 A.2, above, CHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the Tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit CHA 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 20 A.1 and 20 A.2 above. However, in taking any such action to terminate tenancy, CHA shall not apply a more demanding standard to you than to other tenants.
5. CHA 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. CHA 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.

**21. LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following;

- a. Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent (three (3) times in a twelve (12) month period);
- b. Failure to provide timely and accurate statements of income, assets, expenses, family composition and any other required documents at Admission, Interim, Special or Annual Rent Recertification's, to attend scheduled reexamination interview or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. Furnishing false or misleading information during the application or review process;
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. Allowing an unapproved adult, not on the lease in the dwelling unit;
- f. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in the Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- g. Failure to abide by necessary and reasonable rules made by the landlord for the benefit and well-being of the housing development and the Resident's;
- h. Failure to maintain housekeeping standards as specified in the lease and the ACOP. Three (3) failed inspections within three (3) months after CHA attempted to resolve the issues.
- i. Failure to abide by applicable building and housing codes materially affecting health or safety;
- j. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- k. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner;
- l. Serious or repeated damage to the dwelling unit, acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- m. Failure to pay reasonable charges for repair of damages to the premises, property buildings, facilities or common areas;
- n. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Resident's, neighbors or employees of the Landlord. Example: Offensive weapons or illegal drugs seized in a Landlord unit by a law enforcement officer;
- o. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises by resident or resident's guest(s). This includes, but is not limited to, failing to abide by the "One Strike You're Out" policy which by reference becomes part of the lease.
- p. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- q. Failure to perform required community service or be exempted there from;
- r. Failure to allow inspection of the dwelling unit;
- s. Failure to abide by the provisions of the pet policy;
- t. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- u. Determination or discovery that a resident and/or guest is a registered sex offender;
- v. Removal of batteries and/or disconnecting smoke alarms, CO detectors and or doorbells;
- w. Any other good cause.

22. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. For failure to pay rent, at least fourteen (14) days;
- b. Noncompliance with the lease obligation "materially affecting health and safety or material noncompliance by the Resident with the rental agreement or any separate agreement", the Landlord may deliver a written notice to the Resident specifying the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt

of the notice if the breach is not remedied in fourteen (14) days and the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages otherwise and the Resident adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord may terminate the rental agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the rental agreement for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees;

- c. For all other cases, thirty (30) days, unless State law permits a shorter period;
- d. Violation of Drug and Criminal Activity Policy shall be treated as a breach of Rental Agreement. See the Screening for Drug Related and Criminal Activity Policy attached hereto.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, sent to the Resident by First Class Mail, properly addressed, postage pre-paid or posted on the dwelling unit door. The notice shall:

- a. Specify the date the Lease shall be terminated;
- b. State the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. Advise the Resident of the right to reply as he or she may wish to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

23. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord thirty (30) days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

24. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the resident moving from the unit.

25. **PROPERTY ABANDONMENT:** The landlord may sell or otherwise dispose of property left in vacated dwelling unit pursuant to the Nebraska Disposition of Personal Property Landlord and Tenant Act.

**26. DELIVERY OF NOTICES:**

Notice by landlord: Except for Section 18 “Entry of Premises During Tenancy”, any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident’s family residing in the dwelling unit, sent to the Resident by First Class mail, properly addressed, postage pre-paid or posted on the dwelling unit door.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord’s Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: Cairo Housing Authority, 420 S High Street, PO BOX 337, Cairo NE 68824.

If the Resident is visually impaired, notices shall be in accessible format.

- 27. GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident’s creation or maintenance of a threat to health or safety of other Resident’s or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord’s Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord’s escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the Landlord’s grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law had expired) until the time for the Resident to request a grievance hearing has expired and (if a hearing was timely requested by Resident) the grievance process has been completed.

- 28. HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonable related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are attached to this Lease.

- 29. DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

- 30. ATTACHMENTS TO THIS LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

1. Rules of Occupancy – Handbook
2. Consent to Release Information
3. Emergency Contact Sheet
4. Lead Base Paint
5. Smoking/Non-Smoking Building Policy
6. Move-In/Move Out Inspection Form
7. Pet Policy

8. Resident Parking Policy
9. Violence Against Women Act Policy
10. Collection Eviction Policy
11. One Strike Your Out Policy
12. Grievance Procedure

Signatures:

RESIDENT: 1) \_\_\_\_\_ DATE \_\_\_\_\_

2) \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD: \_\_\_\_\_ DATE \_\_\_\_\_

Landlord Representative