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RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN FIVE PARTS:

Part I establishes the Terms and Conditions of the lease. These apply to all residents.

Part II is a lease contract. This is executed by the resident and the Authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household; their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the Authority with the unit;
- All pamphlets or informational materials provided by the Authority with the unit;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone numbers for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

Part III is the *One Strike & You're Out* "zero tolerance" policy as to drug-related and other criminal activity.

Part IV is the Lease Addendum Dover Housing Authority's Pet Disclosure Agreement

Part V is the *Lease Addendum Dover Housing Authority's Community Service Agreement*

DOVER HOUSING AUTHORITY

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the Dover Housing Authority and Tenant named in Part II of this lease (called "Tenant").

I. DESCRIPTION OF THE PARTIES AND PREMISES:

- (a) The Authority, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the family members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-In Aides and foster children, **but excluding natural births,** require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.
 - Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI.
- (d) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the Authority in writing, within 10 days of the occurrence.

II. LEASE AND AMOUNT OF RENT

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall be for one (1) year. After the initial term ends, this Lease will continue for successive terms of one month each unless terminated.
- (b) The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

- (a) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth (5th) business day of the month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or by guests.
- (b) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

III. OTHER CHARGES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance costs The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption over and above the amount of utility allowance as calculated annually and published by HUD. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charges for tenant-supplied air conditioners.

(d) Late Charges — A late fee charge will be assessed for rent paid on or after the sixth (6th) business day of the month. Late fees will not exceed 5% of the monthly rent. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge. Late fees for rent are considered as additional rent in accordance with Tenant Landlord Code.

IV. PAYMENT LOCATION

Rent and other charges can be paid by at the Main Office location at 76 Stevenson Drive, Dover, or at other locations specified in Part II of this Residential Lease. The Authority will not accept cash.

V. SECURITY DEPOSIT

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to one month's Total Tenant Payment or the amount as noted in Part II of this lease, whichever is greater.
- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
- 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
- 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 20 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

As part of the rent, the Authority will supply water and sewer service.

(a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Management Office.

(b) Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equal Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the <u>actual</u> bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters and kerosene heaters in multi-dwelling units.

VII. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease.

With the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding 14 days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease.

At the time of admission, all Tenants must identity the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as stated in Part II of the Lease Agreement is due each month until changed as described below.
- 1. The status of each family is to be re-examined at least once a year.
- 2. Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Management Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- 3. Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) A person with income joins the household.
 - (b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report <u>subsequent increases</u> in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(c) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- (d) Rent formulas or procedures are changed by Federal law or regulation.
- 4. All changes in family composition must be reported to the Housing Authority within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- 1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
- 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported <u>within 10 days</u> of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
- 3. In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
- 4. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

- 1. Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- 2. The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

- 3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense
- 4. A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).
- 5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 30 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- 6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired to the procedure has been completed.
- 7. The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. AUTHORITY OBLIGATIONS

The Authority shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;

- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4 (e)(3) shall constitute adequate notice of proposed adverse action.

2. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

IX. TENANT'S OBLIGATIONS

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) 1. Not to give accommodation to boarders or lodgers;
 - 2. Not to give accommodations to long-term guests (in excess of 14 days) without the advance written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.
 - This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing development and Tenants. These regulations shall be posted in a conspicuous manner in the management office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.

- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
- 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. Except that any criminal activity involving firearms, explosives, or other such weapons will be cause for IMMEDIATE termination of tenancy and for eviction from the unit.

Or;

2. Any drug-related criminal activity on or off Public Housing premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For the purpose of this lease premises shall mean the Dwelling Unit including all lands owned by the Dover Housing Authority not only upon which the tenant lives but also, any

other house or housing development owned by the Dover Housing Authority including all scattered site units. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

- 3. Any activity now in compliance with the "One Strike and You're Out" policy of Dover Housing Authority, which policy is incorporated herein by reference thereto.
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (n) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding seven (7) days.
- (o) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Delaware anywhere on the property of the Authority.
- (p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (q) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (r) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.

- (s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (t) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or un-licensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (u) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than seven (7) days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (v) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program.
- (z) Not to receive assistance for occupancy of any other unit assisted under any Federal Housing Assistance Program during the term of the lease.

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.

- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the Management in writing of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

XI. MOVE-IN AND MOVE-OUT INSPECTIONS

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. ENTRY OF PREMISES DURING TENANCY

- (a) Tenant Responsibilities:
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of the Dover Housing Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:30 A.M. to 4:30 P.M.) for the purpose of performing routine

maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

- 2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) Authority's Responsibilities:
- 1. Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.
- 2. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. NOTICE PROCEDURES

- (a) Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Authority's main office, or sent by prepaid first-class mail, properly addressed.
- (b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. TERMINATION OF THE LEASE

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

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

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

- 1. The failure to pay rent or other payments when due;
- 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the first of the month. Two such late payments within a 12 month period shall constitute a repeated late payment (this mean 2 times filed in court in a 12 month period);
- 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- 4. Misrepresentation of family income, assets, or composition;
- 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations:
- 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

- 7. Any activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity.
- 8. Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- 9. Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect.
- (b) The Authority shall give written notice of the proposed termination of the Lease of:
- 1. 14 days in the case of failure to pay rent;
- 2. A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened.
- 3. 30 days in any other case.
- (c) The notice of termination:
- 1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
- 2. When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.
- 3. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Tenant, and Tenant may be required to pay the costs of court and attorney's fees

- 4. When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- 5. When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall:
 - (a) state that Tenant is not entitled to a grievance hearing on the termination;
 - (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- 6. The Authority may evict the Tenant from the unit only by bringing a court action.
- (d) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (f) When the Authority evicts a tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. WAIVER

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a wavier (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. HOUSEKEEPING STANDARDS

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

(a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) <u>Tenant Responsibility</u>: Tenant 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 may result in eviction.
- (c) Housekeeping Standards: Inside the Apartment

General

- 1. Walls: clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors: clean, clear, dry and free of hazards.
- 3. Ceilings: clean and free of cobwebs.
- 4. Windows: clean and not nailed shut. Shades or blinds should be intact.
- 5. Woodwork: clean, free of dust, gouges, or scratches.
- 6. Doors: clean, free of grease and fingerprints. Doorstops should be in place. Locks in working order.
- 7. Heating units: dusted and access uncluttered.
- 8. Trash: disposed of properly and not left in the unit.
- 9. Entire unit free of rodent or insect infestation.

Kitchen

- 1. Stove: clean and free of food and grease.
- 2. Refrigerator: clean. Freezer door should close properly and freezer have no more than one inch of ice.
- 3. Cabinets: clean and neat. Cabinet surfaces and counter top 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. Windows: clean and not nailed shut. Shades or blinds should be intact.
- 5. Woodwork: clean, free of dust, gouges, or scratches.
- 6. Doors: clean, free of grease and fingerprints. Doorstops should be in place. Locks in working order.
- 7. Heating units: dusted and access uncluttered.

Bathroom

- 1. Toilet and tank: clean and odor free.
- 2. Tub and shower: clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- 3. Lavatory: clean.
- 4. Exhaust Fans: free of dust.
- 5. Floor: clean and dry.

Storage Areas

- 1. Linen closet: neat and clean.
- 2. Other closets: neat and clean. No highly flammable materials should be stored in the unit.
- 3. Other storage areas: clean, neat and free of hazards.

(d) <u>Housekeeping Standards: Outside the Apartment</u>

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:

- 1. Yards: Free of debris, trash, and abandoned cars. Exterior walls should be of graffiti.
- 2. Porches (front and rear): clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- 3. Steps (front and rear): clean and free of hazards.
- 4. Sidewalks: clean and free of hazards.
- 5. Storm doors: clean, with glass or screens intact.

- 6. Parking lost: free of abandoned cars. There should be no car repairs in the lots.
- 7. Hallways: clean and free of hazards.
- 8. Stairwells: clean and uncluttered.
- 9. Laundry Areas: clean and neat. Remove lint from dryers after use.
- 10. Utility Room: free of debris, motor vehicle parts, and flammable materials.

Tenant agrees that all the provisions of this lease have been read and are understood and further agrees to be bound by its provisions and conditions as written. (Signature required on Part II of the lease.)

(In final lease copy – insert lead-based paint warning as required by HUD)

DOVER HOUSING AUTHORITY

PART II of the RESIDENTIAL LEASE AGREEMENT: LEASE AGREEMENT

"DHA), and			(herein called the "Tena	ant"), and becomes	
effec	ctive as of this da	ite:			
1.	Unit:				
	That the DHA	A, relying upon the repr	esentations of Tenant as to	Tenant's income,	
		-	need, leases to Tenant, (upo		
		t forth in Part I of this	Lease agreement) the dwell	_	
	at		(therein after called the "p	,	
	_		idence by Tenant and house	ehold. The Tenant	
	UNIT NUME	BER is #			
	Household Composition:				
2.	The Tenant's the Head or s	household is composed	of the individuals listed be member should be listed by	y age, oldest to	
2.	The Tenant's the Head or s	household is composed		y age, oldest to	
	The Tenant's the Head or s	household is composed	member should be listed by	y age, oldest to	
	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	
	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	
	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	
	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	
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	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	
e	The Tenant's the Head or s	household is composed pouse) each household I members of the house	member should be listed by hold over 18 shall execute	y age, oldest to the lease.	

3. Term:	
The term of this lease shall be one year, renewed as stipulated in Part I of the Lease.	
4. Rent:	
Initial rent (prorated for partial month) shall be \$ and,	if
applicable, the Tenant shall receive the benefit of \$ fro	m
the Authority for Utility Reimbursement (for partial month) paid to the utility	
supplier for the period beginning and ending at midnig	ţht
on	
Thereafter, rent in the amount of \$ per month shall be payable	in
advance on the first day of each month, and shall be delinquent after the business day of said month. A utility reimbursement of \$	
per month (if applicable) shall be credited to the Tenant for an	ıv
utilities paid directly to the utility.	.9
5. Utilities and Appliances: DHA – Supplied Utilities	
If indicated by an (X) below, DHA provides the indicated utility as part of the rent for t	he

) Natural Gas (

) Heating Fuel (

premises:

Other:

) Electricity (

As indicated by an (X) below, the Authority shall provide the following appliances for the premises:			
() Cooking Range () Refrigerator			
6. Utilities Allowances: Tenant-Paid Utilities			
If indicated by an (X) below, the Authority shall provide Tenant with a Utility Allowance in the monthly amount totally $$0.00$ for the following utilities paid directly by the Tenant to the Utility supplier:			
() Electricity () Gas () Heat () Water () Sewerage			
7. Charges for Excess Appliances (<u>Not applicable to tenants who pay utilities directly to utility supplier</u> .)			
Charges for excess appliances are due per the following:			
<u>Air Conditioners</u> : An additional Charge of \$ per month will be payable for each air conditioner in the premises for each month of occupancy .			
payable for each air conditioner in the premises for each month of occupancy.			
Other Appliances: If checked below, an additional charge of \$ per month for each month of occupancy for each excess appliance on the premises.			
() Freezer, type () Extra Refrigerator			
() Second TV () Second Stereo			
() Automatic Washer () Aquatic or other animal-related electrical device			
Clothes Dryer () Other:			

8. Sec	urity Deposit:				
	Tenant agrees to pay \$		security de	posit.	See Part I of this
	lease for information on	treatment of the	Security Deposit.		
9.	Execution:				
	By Tenant's signature be conditions of Part I and I of the lease by reference	I of this Lease a	•		
-	e signature(s) below, I/we a Agreement have been reco	_			
TEN	ANT		DATE		
CO-7	ΓΕΝΑΝΤ		DATE		
CO-T	ΓΕΝΑΝΤ		DATE		
WIT	NESS		DATE		
DOV	ER HOUSING AUT	HORITY			
BY M	IANAGER		DATE		

TENANT'S CERTIFICATION

I,	, hereby certify that I, and other members of my
assistance program, unless such fraud v	ud in connection with any federal housing was fully disclosed to the Authority before athority's approval for occupancy of the unit by
household members to the Authority in	documentation submitted by myself or other connection with any federal housing assistance erm) are true and complete to the best of my
Tenant's Signature	Date
AT	FACHMENTS
If indicated by an (X) below, the Auth attachments and information:	ority has provided the tenant with the following
Part I of this Lease	() Housekeeping Standards
() Standard Maintenance Charge	es (may be updated) () Pet Policy
() Grievance Procedure (May be	updated) () Tenant Landlord Code
() Watch Out for Lead Paint Poi	soning
() Other:	

STATEMENT ON RECEIPT OF INFORMATION

I/we have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

Tenant's Signature	Date

DOVER HOUSING AUTHORITY

OFFICE ADDRESS: 76 Stevenson Drive, Dover, DE 19901

HOURS: 8:30 a.m. to 4:30 p.m.

TELEPHONE NUMBER: 302-678-1965

EMERGENCY MAINTENANCE TELPHONE NUMBER 678-1965 EXTENSION 1

(Monday through Friday after 4:30 p.m., and weekends and holidays)

LEASE AGREEMENT LAST REVISED 11/2012

DOVER HOUSING AUTHORITY

PART III of the RESIDENTIAL LEASE AGREEMENT: ONE STRIKE & YOU'RE OUT POLICY

PURPOSE: To assist Dover Housing Authority in the development and enforcement of stricter screening and eviction procedures as to drug-related and other criminal activity.

1. Definitions:

- a. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance contrary to the provisions of any Federal or State law, or local ordinance.
- b. "Criminal activity" shall be defined as an act which constitutes a violation of any penal provision of any Federal, State or local law and which

threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or MANAGEMENT's employees or agents, irrespective of whether there is an arrest, or in the case of an arrest, irrespective of whether there is a conviction. Drug related activity is included within the definition of criminal activity.

- 2. Any drug-related activity or other criminal activity by a TENANT or member of TENANT's household anywhere shall be considered to be a serious violation of material terms of the Lease, and thus, is grounds for termination of tenancy, in accordance with paragraph 13 of this Lease.
- 3. Any drug-related activity or other criminal activity on or near public housing premises by TENANT's guests, any person under TENANT's control, or any guest acting within TENANT's passive consent shall be considered to be a serious violation of material terms of the Lease, and thus, is grounds for termination of tenancy, in accordance with Addendum #3 of this Lease.
- 4. Any alcohol abuse by a TENANT or member of TENANT's household, or by TENANT's guests, or by any person under TENANT's control or any guest acting with TENANT's passive consent in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants or MANAGEMENT's employees or agents shall be considered to be a serious violation of material terms of the Lease, and thus, as grounds for termination of tenancy, in accordance with Section 13 of this Lease.
- 5. TENANT, or any member of TENANT's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity or drug-related activity, whether or not such acts threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or MANAGEMENT's employees or agents.
- 6. By way of example, but in no way in limitation, the following criminal activities shall be considered serious and shall be the basis for the Dover Housing Authority (DHA) management taking appropriate legal action to evict the entire household or the individual household member involved in the criminal act.
 - 1. Illegal drug activity
 - 2. Car theft
 - 3. Murder
 - 4. Rape
 - 5. Robbery
 - 6. Child molestation
 - 7. Arson

- 8. Deliberate destruction of DHA property
- 9. Domestic altercations 3 or more times within a one-year period
- 10. Assaulting DHA staff
- 11. Alcohol abuse and frequent intoxication
- 7. If a single head of household is found guilty of any criminal activity, DHA will aggressively seek to evict the entire household in the case of a household where the husband and wife are listed as such on the lease, the case will be reviewed by DHA staff to determine the extent of the spouse's involvement. If there is positive evidence and information available point to both adults' involvement in any criminal activity, the entire family will be evicted. Should there be a case involving the spouse that has no knowledge or involvement in the criminal activity, the case will be reviewed for possible consideration of the spouse and children remaining in public housing.
- 8. When a household member who is 18 years of age or older engages in drug related activity or criminal activity as defined herein, such person, along with the head of household, shall be required to attend a special meeting in management's office to discuss the situation. If it is determined that the 18 year old or older household member has participated in such activity, management will require said person to vacate the unit and shall remove said person's name as a permitted occupant under the lease. If the head of household or other adult household members have taken part in such activity, then shall also be considered for eviction. In each case, the situation shall be evaluated on its own merits as to the degree of such activity, likelihood for recurrent, effect on other tenants and members of the household, and the like, and then a final decision shall be made regarding who will be evicted and who will be allowed to remain in the unit.
- 9. When a <u>minor member</u> of a household engages in drug related activity or criminal activity, as defined herein, the minor and the parent or guardian of said minor shall meet with management as directed to discuss the activity. If this individual is a first-time offender, he/she shall be directed to participate in a counseling program and instructed to participate in an evaluation. For the first offense, the head of household along with the minor shall receive instructions regarding the seriousness of the lease violation.
- 10. Should there be an incident that involves an adult guest of the household and such guest is using DHA's communities to conduct criminal activity or drug related activity, as defined herein, from inside or near the unit, the head of household shall be required to meet with management to address the incident. If the head of household, knowing this minor's criminal or drug background, did not take any steps to report this to officials then, the head of household shall be evicted. If the individual is a repeat offender, due to the publicized information on convicted drug dealers, the head of household cannot use the excuse they did not know this

individual was a drug dealer or user; therefore, the head of household is held accountable for the illegal activity. The family will be required to vacate. Where a minor is involved, before a final decision is rendered to evict the family, the case shall be reviewed by the Executive Director or his/her designee.

- 11. Any person or family evicted from public housing or any Section 8 program shall be ineligible for admission to public housing for a three-year period beginning on the date of the eviction. The DHA may waive this requirement if the person can demonstrate successful completion of a rehabilitation program approved by the DHA or if the circumstances leading to the eviction no longer exists. For example; the individual involved in the illegal drug activity is no longer in the household because the person is incarcerated.
- 12. In addition to termination of assistance to those engaged in criminal activity or drug related activity, this policy also applies to alcohol abusers. The DHA may terminate the tenancy of any person if management determines the abuse of alcohol interferes with the health, safety or rights to peaceful enjoyment of the premises by other residents or management. The tenant shall be given a warning regarding the first incident. The tenant shall be referred to an agency to enroll into a supervised drug and alcohol rehabilitation program. If the tenant refuses to enroll in the treatment program or at any time of a later incident of alcohol abuse, management shall evict the tenant. If a tenant enrolls and completes the rehabilitation program but later is involved with alcohol abuse, management shall immediately take steps to evict the tenant. In the same manner as with criminal activity or drug related activity, a tenant is responsible for the alcohol abuse of a co-tenant, a member of the household, and/or a guest, and if there be alcohol abuse that would result in the eviction of the co-tenant, member of the household or the guest were they a tenant, same shall also be grounds for the eviction of the tenant himself or herself.

DOVER HOUSING AUTHORITY

PART IV of the RESIDENTIAL LEASE AGREEMENT: LEASE ADDENDUM – PET DISCLOSURE AGREEMENT

Resident:	
Address:	
Phone:	

I confirm that as of this date, I do not own a dog, cat or other pet that will be harbored in my apartment. I further acknowledge that unless a Dog/Cat/Pet Agreement is executed by both myself (resident) and the Dover Housing Authority, I am prohibited from harboring a dog, cat or pet within my apartment.

If I acquire a dog, cat or pet after the effective date of the lease and/or this addendum, it is my obligation and responsibility to report the acquisition of the dog, cat or pet to management and execute a Dog/Cat/Pet Agreement and pay the required fees.

A violation of this addendum is a violation of	f your lease-dated
Ву	Date
Ву	Date _
DHA Authorized Signature	Date
	NG AUTHORITY log/Cat/Pet Agreement
Resident:	
Phone #	
Pet Name:	
Sex: Female Male Height:	Weight: Color:

Only one (1) dog, cat, or pet is allowed per bedroom per apartment. No pets are to be left unattended on patios, balconies or tied up outdoors.

CHARGES: The following charges or deposits will be required if a pet is maintained. All charges will be added to your first month's rent. The pet security deposit is considered as additional security deposit under the terms of the lease.

A non-refundable pet fee of \$20.00: This amount is a non-refundable fee to cover reasonable cots relating to the presence of pets. This fee will be added to your first month's rent and the first month of each annual renewal

<u>A refundable pet deposit of \$100.00:</u> This amount is refundable only if the apartment is vacated without damage caused by your pet. Otherwise, the cost to correct the damage will be deducted from the deposit and the balance, if any, returned.

RULES AND REGULATIONS:

1. Licenses:

All pets are required to be licensed according to Delaware State Law. A copy of the license must be provided to management.

2. Vaccinations:

All pets are required to receive appropriate vaccinations according to Delaware State Law. A copy of the Vaccination Record must be provided to management.

3. Leashes:

All pets outside of the apartment must be kept on a leash. This applies to cats as well as dogs. The pet is not permitted to roam the property unattended.

4. Restricted Areas:

All pets are excluded from swimming pools areas, laundry rooms, playgrounds and recreational areas.

5. Cleanup:

Animal wastes are a danger to health and sanitation. All pet owners are required to clean up after their animals whether they are inside the apartment or outside on the grounds. Cat litter may not be disposed of in toilets. Cat litter may not be dropped down trash chutes unless securely bagged.

6. Pet Walk Area:

There are several designated areas on the property, which are specifically set aside from pets to exercise.

7. Noise:

All pets are subject to local noise ordinances and may not disturb other residents.

8. Temporary Pets:

No pets allowed on a temporary basis. Residents are responsible for their pets.

9. Dangerous Breeds:

Management in its sole discretion, may deny occupancy to animal breeds it deems to be unacceptable to apartment living. Pit Bulls, Rottweilers, Doberman and any animal deemed dangerous by the American Kennel Association, Federal, State or local ordinances and regulations are prohibited.

10. Exotic Pets:

Exotic pets are to be registered with the Department of Agriculture, as required by law. A copy of the USDA registration must be on file with the Dover Housing Authority.

11. Breeding:

Pets shall not be kept, bred or used for any commercial purpose.

12. Termination:

Management can cancel this Pet Agreement at will if management, in its sole discretion, deems the agreement to have been violated.

APPROVAL:

I understand and agree with all of the	<u>a</u> bove. This P	et Agreement becomes an addendum
to my lease dated	. Any violati	ion (monetary or non-monetary) of
this agreement is a violation of my lea	ise.	
Ву		
Resident's Signature	_	Date
Ву		
Resident's Signature		Date
Ву		
DHA Authorized Signature		Date

Notwithstanding any provision herein, people with visual, hearing and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectfully, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by persons with disabilities assisted by service animals.

DOVER HOUSING AUTHORITY

PART V of the RESIDENTIAL LEASE AGREEMENT: COMMUNITY SERVICE

As a result of the Quality Housing and Work Responsibility Act passed by Congress in 1998, HUD has mandated that all non-exempt residents over the age of 18 must perform eight (8) hours of Community Service a month, as part of their lease agreement with the Dover Housing Authority. In 2011, the Dover Housing Authority amended its policy to increase the required number of hours to TWENTY (20) HOURS of Community Service a month.

By signing this agreement, I agree to participate in the Family Self-Sufficiency Program, and I agree to contribute Community Service for at least twenty (20) hours per month during the next twelve (12) months.

I agree that all members of my household who are at least 18 years old and are not exempt shall either participate in the Family Self-Sufficiency Program or contribute to Community Service for at least twenty (20) hours a month during the next twelve (12) months.

I fully understand that if I do not comply with this requirement, the Dover Housing Authority will not renew my lease after the twelve (12) month period. Furthermore, I understand that I will not be eligible for Section 8 assistance for a period of five (5) years. Lease Termination for failure to comply with the Community Service Requirements is subject to the Grievance Procedure.

By: Resident's Signature	Date
By: Resident's Signature	Date
By: DHA Authorized Signature	Date