

IN THE SUPREME COURT  
STATE OF GEORGIA

CHRISTINA GUY,

Appellant,

v.

HOUSING AUTHORITY OF THE  
CITY OF AUGUSTA, GEORGIA,

Appellee.

Case S24G1346

On Petition for Writ of  
Certiorari from Court of  
Appeals Case No.  
A24A0080

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**BRIEF OF THE GEORGIA TRIAL LAWYERS ASSOCIATION  
AS AMICUS CURIAE IN SUPPORT OF APPELLANT**

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JASON B. BRANCH  
Georgia Bar No. 076218  
Georgia Trial Lawyers Association, President  
**PHILIPS BRANCH HODGES & WORSTELL**  
105 13<sup>th</sup> Street, Suite B  
Columbus, GA 31901

MICHAEL P. WALKER  
Georgia Bar No. 954678  
BENJAMIN R. ROSICHAN  
Georgia Bar No. 296256  
**PIASTA WALKER HAGENBUSH, LLC**  
3301 Windy Ridge Parkway, Suite 110  
Atlanta, GA 30339

*Counsel for Amicus Curiae*

## **I. INTEREST OF *AMICUS CURIAE***

Founded in 1956, the Georgia Trial Lawyers Association (“GTLA”) is a voluntary organization of attorneys. Its mission is to support and defend the civil justice system, the right to a trial by jury, and an independent judiciary. As part of that mission, GTLA regularly appears before this Court in cases affecting rights to seek redress in the judicial system. This case implicates GTLA’s mission because the Court of Appeals expanded sovereign immunity beyond the Georgia Constitution and common law, effectively barring thousands of low-income Georgians from seeking redress from their landlords’ negligence.

## II. INTRODUCTION

This is an appeal between a tenant and her landlord. Appellant Christina Guy was a tenant at the Dogwood Terrace apartments in Augusta. She paid rent (albeit federally subsidized) to her landlord, the Housing Authority of the City of Augusta. (State Court Order at 1.) If Guy violated her lease, the Housing Authority likely would have done what it does to other tenants—taken her to court.<sup>1</sup>

This case arose from the other side of that bargain. Guy alleges that the Housing Authority failed to use ordinary care to furnish her a safe place to live, causing her injury. She therefore resorted to the same courts frequented by the Housing Authority itself. But the Housing Authority moved to dismiss Guy's case on the basis of sovereign immunity. It contends—and the Court of Appeals agreed—

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<sup>1</sup> Directly or through a debt collector. *E.g., The Housing Authority of the City of Augusta v. Scott*, 2020RCCV00251 (Sup. Ct. of Richmond County) (seeking \$55,908.00 against tenant); *Merchants Credit Bureau, Inc. as assignee of Augusta Housing Authority v. Fowler*, No. 2018RCCV00480 (Sup. Ct of Richmond County) (seeking \$31,375.00 against tenant); *Augusta Housing Authority v. Wilson*, No. 171274 (Civil Court of Richmond County) (“Failure to surrender possession will result in AHA pursuing legal action at your expense”).

that the courthouse doors are closed to tenants harmed by a housing authority's negligence.

The Court should reverse. Housing authorities are not entitled to sovereign immunity. They are not "departments [or] agencies" of the State under Article I of the Georgia Constitution. Ga. Const. Art. 1, § 2, ¶ 9(e). Nor are housing authorities "counties, municipalities, or school districts" under Article IX. Ga. Const. Art. IX, § 2, ¶ IX. Instead, a housing authority is a separate, self-governing corporation—designed that way to avoid the constitutional limits upon the state, counties, and municipalities from incurring debt. *See, e.g., Stegall v. Sw. Georgia Reg'l Hous. Auth.*, 197 Ga. 571, 588 (1944).

Across three separate cases, the Court of Appeals variously recognized (at least implicitly) that housing authorities are not state agencies, municipalities, or counties as such. *Guy v. Housing Authority of the City of Augusta*, No. A23A0080 at 5–6; *Pass v. Athens Housing Authority*, 368 Ga. App. 445 (2023); *Files v. the Housing Authority of the City of Douglas*, 368 Ga. App. 455 (2023). The *Guy* court, however, held that housing authorities were something

different altogether and located somewhere outside of the Constitution's text: so-called "instrumentalities of a municipal corporation." (Opinion at 6.) But neither the *Guy* court nor the Housing Authority have identified a single case in Georgia history conferring immunity to a separately incorporated "instrumentality of a municipal corporation." And even if a housing authority did enjoy a municipality's immunity, the business of managing apartments is not a "legislative or judicial" function that should enjoy complete sovereign immunity from tenants in Georgia courts. *See Collins v. Mayor of Macon*, 69 Ga. 542, 544 (1882). GTLA urges the Court to reverse.

### **III. ARGUMENT AND CITATION TO AUTHORITY**

This case requires interpretation of the Georgia Constitution. When the Court interprets a constitutional provision, it "looks to its text, and [its] object is to ascertain 'the meaning of the text at the time it was adopted.'" *Lathrop v. Deal*, 301 Ga. 408, 428 (2017) (quoting *Ga. Motor Trucking Assn. v. Dept. of Revenue*, 301 Ga. 354, 357 (2017)). In ascertaining the meaning of that text, the Court bears "in mind that 'Constitutions are the result of popular will, and their

words are to be understood ordinarily in the sense they convey to the popular mind.” *Lathrop*, 301 Ga. at 429 (quoting *Clarke v. Johnson*, 199 Ga. 163, 164 (1945)). Georgia courts therefore “afford the constitutional text its plain and ordinary meaning, view the text in the context in which it appears, and read the text in the most natural and reasonable way, as an ordinary speaker of the English language would.” *Ga. Motor Trucking Assn.*, 301 Ga. at 356. “For relevant context, [the Court] may look to, among other things, ‘the other law—constitutional, statutory, and common law alike—that form[ed] the legal background of the [constitutional] provision in question [at the time of its adoption].’” *Lathrop*, 301 Ga. at 429 (quoting *Tibbles v. Teachers Retirement Sys. Of Ga.*, 297 Ga. 557, 558 (2015)).

Sovereign immunity has been a part of Georgia law since it was adopted with the rest of English common law. *See Lathrop*, 301 Ga. at 411-12. Georgia later incorporated sovereign immunity into its Constitution. *Id.* at 414–23. Under the current constitutional framework, the “state and all of its departments and agencies” are entitled to sovereign immunity under Article I, Section II, Paragraph IX of the Constitution. But municipalities are not “departments or

agencies” of the State under Article I. *City of Thomaston v. Bridges*, 264 Ga. 4, 6–7 (1994). Instead, “counties, municipalities, and school districts,” have immunity from civil liability unless waived by the General Assembly under Article IX, Section II, Paragraph IX.

Neither of these constitutional provisions apply to housing authorities. Housing authorities are not entitled to immunity as the state’s “departments [or] agencies,” or as “counties, municipalities, or school districts.”

**A. Housing Authorities are not “departments and agencies” of the state entitled to the state’s sovereign immunity under Article I, Section II, Paragraph IX.**

Article I, Section 2, Paragraph 9 of the Georgia Constitution extends the State’s sovereign immunity to “all of its departments and agencies.” In a series of cases beginning with *Miller v. Georgia Ports Authority*, 266 Ga. 586 (1996), this Court adopted a textual analysis to evaluate whether an entity is one of the State’s “departments [or] agencies.” In *Miller*, the Court evaluated the definition of the word “agency” in Article I, comparing it with the plain language of the port authority’s enacting legislation and the Georgia Tort Claims Act. The Court followed a similar analysis in *Youngblood v. Gwinnett*

*Rockdale Newton Community Service Board*, 273 Ga. 715 (2001), and *Kyle v. Georgia Lottery Corporation*, 290 Ga. 87 (2011), comparing the plain language of those enacting statutes to the phrase “departments and agencies” in Article I.

The Court of Appeals applied this analytical framework to local housing authorities in *Pass v. Athens Housing Authority*, 368 Ga. App. 445 (2023) and *Files v. the Housing Authority of the City of Douglas*, 368 Ga. App. 455 (2023). *Pass*, *Files*, and *Guy* each involved the Housing Authorities Law, O.C.G.A. § 8-3-1 *et seq.* In *Pass*, however, the Athens Housing Authority asserted sovereign immunity under Article I, Section 2, Paragraph 9 as a department or agency of the state. The Court of Appeals rejected this argument because under the Housing Authorities Laws, the Athens Housing Authority “was not created by the State, although State law enabled its creation. It was created by a local entity and appears to be primarily locally self-governing outside of any HUD governance.” *Pass*, 368 Ga. App. at 451.<sup>2</sup> Indeed, housing authorities have a

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<sup>2</sup> The *Files* case reached the same ultimate conclusions as to the housing authority in *Douglas*.

distinctly local focus, an independent corporate nature, and a mix of federal and local oversight and control. *Id.* at 452-54. Accordingly, the *Pass* Court held that housing authorities are not considered “the state, its departments, and its agencies” for the purpose of Article I, Section 2, Paragraph 9 sovereign immunity.

The *Pass* Court’s holding is consistent with how courts have treated local authorities in other cases. As background, the General Assembly designed local authorities as distinct, separate entities from the state or its political subdivisions. This distinction was necessary to avoid constitutional limits on incurring debt. *See* Jonathan Rosenbloom, *Can a Private Corporate Analysis of Public Authority Administration Lead to Democracy*, 50 N.Y.L. Sch. L. Rev. 851, 857 (2006) (discussing rise of public authorities in response to debt limitations). Consequently, in a series of early decisions challenging housing or building authorities, this Court rejected arguments that authorities were barred from incurring debt as arms of the state, county, or city. *See, e.g., McLucas v. State Bridge Bldg. Auth.*, 210 Ga. 1, 6 (1953) (“While the authority is an instrumentality of the State, it is nevertheless not the State, nor a part of the State,

nor an agency of the State. It is a mere creature of the State, having a distinct corporate entity.”). For example, in *Stegall v. Southwest Ga. Regional Housing Authority*, 197 Ga. 571, 588 (1944), this Court held that a regional housing authority was not

by the terms of the statute [creating the authority], a county, municipal corporation, or political subdivision within the meaning of the stated constitutional provision, and therefore its obligations will not be debts of the county, municipality, or political subdivision, within the purview of that provision.

197 Ga. at 588.

More recently, Georgia courts continued to treat authorities as separate and distinct entities from the state or its political subdivisions. For example, the Court of Appeals held that the Henry County Water Authority “is not a county; it is a public corporation created by the Georgia General Assembly in 1961 to operate and maintain a water system within Henry County.” *Thomas v. Henry County Water Auth.*, 367 Ga. App. 469, 470 (2023)).

This Court has recognized that the General Assembly can extend sovereign immunity to legislatively enabled authorities. *Matthews v. Macon Water Authority*, 273 Ga. 436, 437 (2001). When the General Assembly has chosen to extend immunity to certain

authorities, however, it has done so explicitly. *E.g., Henderman v. Walton Cnty. Water. & Sewerage Auth.*, 271 Ga. 192, 192 (1999) (enabling legislation for water authority conferred the authority with “the same immunity” as Walton County).

Unlike the enabling acts for other authorities, however, the General Assembly chose not to confer immunity to housing authorities. *See generally* O.C.G.A. § 8-3-1 *et al.* To the contrary, the General Assembly gave housing authorities the capacity to “sue and be sued,” O.C.G.A. § 8-3-30(a)(1), which was understood at that time to make an entity amenable to suit. *Puerto Rico Ports Auth. v. Fed. Maritime Comm’n*, 531 F.3d 868, 881 (D.C. Cir. 2008) (Williams, J., concurring) (discussing history of separate incorporation; “At the time of our founding, the existence of a separate legal person, with the capacity to sue and be sued, was precisely what set certain non-immune state entities apart from the state itself.”).<sup>3</sup> In fact, one of the reasons for incorporating a separate entity was to distinguish it

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<sup>3</sup> *But see Self v. City of Atlanta*, 259 Ga. 78, 79 (1989) in which this Court overruled—without any legal analysis—a century of cases holding that the language “sue and be sued” waived sovereign immunity.

from unincorporated public entities, which had been found immune from suit in the landmark case *Russell v. Men of Devon*, (1788) 100 Eng. Rep. 359, 362 (K.B.), often recognized as the origin of municipal immunity. *Scales v. Ordinary of Chattahoochee County*, 41 Ga. 225, 230 (1870) (“It was the clear and manifest intention of the Legislature in making several counties in the State bodies corporate, with power to sue and liable to *be sued*, to alter and change the Common Law rule, as held by the Court in Russell vs. the Men of Devon . . .” (emphasis in original).)

In any event, this Court most recently analyzed that distinction—between authorities that have explicit grants of immunity and those that do not—in *Matthews v. Macon Water Authority*, 273 Ga. 436 (2001). In that case, the Court heard a challenge to the General Assembly’s grant of sovereign immunity to the Macon Water Authority. In rejecting that challenge, the Court distinguished *Thomas v. Hospital Authority of Clarke County*, 264 Ga. 40 (1994), in which the Court held that a hospital authority was not immune from suit:

Matthews' reliance on *Thomas v. Hosp. Auth. of Clarke County*, 264 Ga. 40, 440 S.E.2d 195 (1994) is misplaced.

There we held that a hospital authority was not entitled to the protection of sovereign immunity under Art. I, Sec. II, Par. IX (e) of the Georgia Constitution because it is neither the state nor a department or agency of the state. The charter of the hospital authority was not in issue. In the present case, immunity is granted by the express language of the Authority's charter, which was adopted by the Georgia Legislature. The legislature clearly has the authority to extend sovereign immunity to this public corporation. See *Henderman v. Walton County Water & Sewerage Auth.*, 271 Ga. 192(1), 515 S.E.2d 617 (1999) (the legislature has authority to extend immunity to water and sewerage authority).

273 Ga. at 437.

A housing authority is more like the hospital authority in *Thomas* than the water authority in *Matthews*. The Housing Authorities Law does not contain an extension of sovereign immunity to housing authorities enabled under that legislation. And because housing authorities are not “departments and agencies” of the State, they are not conferred with the State’s immunity.

**B. Housing Authorities are not entitled to municipalities’ sovereign immunity under Article IX, Section II, Paragraph IX.**

The immunity afforded to “counties, municipalities, and school districts” under Article IX, Section II, Paragraph IX is not as expansive as the immunity afforded to “the state and all of its

departments and agencies” under Article I, Section II, Paragraph IX. This is clear from the omission of any reference to “departments and agencies” in the text of Article IX, Section II, Paragraph IX. The Housing Authority here is not entitled to immunity under Article I, Section II, Paragraph IX because it is not an instrumentality of the state, and it is not a municipality. And the concept of an “instrumentality of a municipality” lacks any support in the text of Article IX, Section II, Paragraph IX and the case law interpreting that provision.

The more limited form of immunity granted **only** to “counties, municipalities, and school districts” under Article IX, Section II, Paragraph IX has deep roots. The concept of municipal immunity developed in conjunction with state sovereign immunity at the common law, and was ultimately enshrined in Article IX, Section II, Paragraph IX. *Gatto v. City of Statesboro*, 312 Ga. 164, 166 (2021). It has been this Court’s historical understanding that the General Assembly bestows municipalities with some, but not all, of the state’s expansive power and authority. *Cleaveland v. Stewart*, 3 Ga. 283, 291–92 (1847); *see also Maner v. Dykes*, 183 Ga. 118, 187 S.E.

699, 701 (1936). They “may be established, altered, amended, enlarged or diminished, or utterly abolished by the legislature.”

*Troup County Electrical Membership Corp. v. Ga. Power Co.*, 229 348, 352 (1972). Moreover, they “possess no powers or facilities not conferred upon them, either expressly or by fair implication, by the law which creates them or other statutes applicable to them.”

*Collins v. Mayor of Macon*, 69 Ga. 542, 544 (1882).

From the common law through the present day, municipalities are authorized by charter to perform “acts which are legislative or judicial in their nature, and those which are purely ministerial.” *Id.* Because they are only bestowed with a limited grant of power from the state, municipalities are **only** entitled to immunity for claims arising from the performance of legislative or judicial functions, but they are still subject to suit for negligent performance of ministerial duties. *City of Atlanta v. Mitcham*, 296 Ga. 576, 577–78 (2015).

Given that municipalities have some, but not all, of the state’s power and some, but not all, of the immunity granted to the state, it is readily apparent why Article I, Section II, Article IX immunity applies broadly to the state, its departments and agencies, and

Article IX, Section II, Paragraph IX only applies narrowly to counties, municipalities, and school districts. If, for example, immunity under Article IX, Section II, Paragraph IX applied to municipalities' separately incorporated "instrumentalities," it would arguably extend to the private sanitation companies, landscapers, and road crews who only perform ministerial functions around and on behalf of municipalities but are not municipalities in their own right.

In short, the context in which Article IX, Section II, Paragraph IX was enacted shows why it applies narrowly. The Court of Appeals erred by ignoring the plain language and context of Article IX, Section II, Paragraph IX and applying it broadly to an "instrumentality of a municipality." Below, the Court of Appeals made no attempt to differentiate between the two constitutional sovereign immunity provisions. Instead, it conflated Article I with Article IX.

The Court of Appeals's error in conflating Article I with Article IX is illustrated by its citation to *Hospital Authority of Fulton County v. Litterilla*, 199 Ga. App. 345 (1991), overruled, 262 Ga. 34

(1992). In its opinion below, the Court of Appeals cited *Litterilla* as its sole support for the proposition that “sovereign immunity extends, as it did at common law, to instrumentalities of a municipal corporation.” (Opinion at 6.) In *Litterilla*, the Court of Appeals held that the phrase “departments and agencies” under **Article I** extended to “**counties** and their instrumentalities as well.” 199 Ga. App. at 346–47 (citing *Toombs County v. O’Neal*, 254 Ga. 390 (1985)). But municipalities do not have immunity under Article I. *City of Thomaston v. Bridges*, 264 Ga. 4, 6–7 (1994). Simply put, *Litterilla* did not extend the immunity set forth in Article IX beyond municipalities themselves. Even if it had, it would have been a historical outlier. Immunity under Article IX is limited because the grant of power from states to municipalities is limited. The narrow language in Article IX is a reflection of this limited grant of power.

Thus, the Court of Appeals’s holding below that Appellee is entitled to sovereign immunity under Article IX, Section II, Paragraph IX as an “instrumentality of a municipality” is not supported by the text of that provision. Nor is it supported by the context in which Article IX, Section II, Paragraph IX was enacted.

The Court of Appeals's expansion of immunity beyond the plain language of Article IX should be reversed.

**C. Even if a housing authority enjoys some form of municipal immunity, managing an apartment complex is not a “legislative or judicial” function.**

Even if a housing authority did enjoy some form of municipal immunity (it does not), the Housing Authority here would still not be entitled to sovereign immunity from Guy's claims. As discussed above, this Court has long recognized that a municipality enjoys sovereign immunity only for acts or omissions that are “legislative or judicial in their nature.” *Collins*, 69 Ga. at 544. The business of managing an apartment complex and using ordinary care to keep it safe, generally in exchange for rent, is not a “legislative or judicial” function that should enjoy a portion of the State's immunity.

This Court has long recognized that municipalities have a “dual character . . . the one governmental and legislative, and the other private and ministerial.” *Mitcham*, 296 Ga. at 579 (quoting *Mayor & Council of Dalton v. Wilson*, 118 Ga. 100, 102 (1903)). “Ministerial functions” are “recognized as those involving the ‘exercise of some private franchise, or some franchise conferred upon

[the municipal corporation] by law which may exercise for private profit or convenience of the corporation or for the convenience of its citizens alone, in which the general public has no interest.” *Id.* (quoting *Love v. City of Atlanta*, 95 Ga. 129, 131 (1894). The Georgia Code codified this distinction in Section 36-33-1(b), which provides at “[m]unicipal corporations shall not be liable for failure to perform or for errors in performing their legislative or judicial powers,” but shall be liable for the “neglect to perform or improper or unskillful performance of their ministerial duties.”

Hence, Georgia courts have held that municipal activities such as maintaining sidewalks, *Hammock v. City Council of Augusta*, 83 Ga. App. 217 (1951); operating an electrical utility, *Adepe v. City of Thomasville*, 9 Ga. App. 880 (1911); operating a bus system, *Columbus v. Hadley*, 130 Ga. App. 599 (1974); and maintaining an airport leased to vendors, *Caroway v. City of Atlanta*, 85 Ga. App. 792 (1952), constitute ministerial functions.

Likewise, a housing authority provides a local service—housing—in exchange for rent payments generally subsidized by the U.S. Department of Housing and Urban Development. The local

government enables the operation of the “public body corporate” within its territory upon determining “that there is a need for an authority to function in such city or county.” O.C.G.A. § 8-3-4. The service is therefore localized. In exchange for a security deposit and rent payments, the housing authority enters a lengthy lease agreement with its tenant. (Ex. 1, Housing Authority leases).

A housing authority’s relationship with its tenants bears all the hallmarks of a typical landlord-tenant relationship. To clothe that relationship in the doctrine of sovereign immunity would expand sovereign immunity to a traditionally private enterprise in which tenants already have little recourse against their landlords other than in the courts. Housing Authorities therefore should not be entitled to sovereign immunity.

## **CONCLUSION**

Housing Authorities are not entitled to sovereign immunity under either Article I, Section II, Paragraph IX or Article IX, Section II, Paragraph IX of Georgia’s Constitution. They are not “the state, its departments, and agencies” and they are not municipalities. The Court of Appeals erred by expanding sovereign immunity beyond the

bounds set by the plain language and the history of Article IX, Section II, Paragraph IX of Georgia's Constitution, as well as decades of precedent. Accordingly, GTLA urges the Court to reverse the Court of Appeals.

This submission does not exceed the word-count limit imposed by Rule 20.<sup>4</sup>

Dated: February 21, 2025

**PIASTA WALKER HAGENBUSH, LLC**

/s/ Michael P. Walker

Michael P. Walker

*Counsel for Amicus Curiae GTLA*

3301 Windy Ridge Parkway,  
Suite 110  
Atlanta, Georgia 30339  
(404) 996-1296  
mike@piastawalker.com

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<sup>4</sup> Amicus Curiae is filing this brief on February 21, 2025 pursuant to an extension granted by the Court on February 12, 2025, extending the deadline to file this brief from February 12, 2025 until February 21, 2025. *See Exhibit 2.*

## CERTIFICATE OF SERVICE

This is to certify that on this day I served a copy of the foregoing *Brief of The Georgia Trial Lawyers Association As Amicus Curiae In Support of Appellant* upon counsel of record by filing via the Court's e-file system and via regular mail to the following counsel of record:

Christopher A. Cosper	James Kyle Califf
Hull Barrett, PC	Califf Law Firm LLC
PO Box 1564	507 Courthouse Lane
Augusta, GA 30903	Augusta, GA 30901
CCosper@hullbarrett.com	kcaliff@califflawfirm.com

Dated: February 21, 2025.

**PIASTA WALKER HAGENBUSH, LLC**

/s/ Michael P. Walker  
Michael P. Walker  
Georgia Bar No. 954678  
Benjamin R. Rosichan  
Georgia Bar No. 296256  
*Counsel for Amicus Curiae GTLA*

3301 Windy Ridge Parkway,  
Suite 110  
Atlanta, Georgia 30339  
(404) 996-1296  
mike@piastawalker.com  
ben@piastawalker.com

# Exhibit 1

## Sample Lease Agreements

**DWELLING LEASE**  
**GAINESVILLE HOUSING AUTHORITY**  
**P. O. BOX 653**  
**GAINESVILLE, GA 30503**

The first and second page of your lease may change because of provisions in Section 6. Tenant agrees to replace these pages as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

**STATE OF GEORGIA**  
**HALL COUNTY**

Acct. Number: \_\_\_\_\_ Lease Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

**1. IDENTIFICATION OF PARTIES AND DWELLING UNIT**

(a) The Housing Authority of the City of Gainesville (hereinafter called the "GHA" or the "PHA") relying upon the statements and information given by: \_\_\_\_\_ (hereinafter called the "Tenant", and when "Tenant" is referred to as "he" it is used in the generic sense to include male/female, singular/plural as appropriate) concerning the household composition, employment, and income of all family members as reported in the Tenant's signed Application for Admission or Continued Occupancy, does hereby Lease to Tenant under the terms and conditions of this Lease, and the Tenant, agreeing to such terms and conditions, does hereby lease and take possession of the dwelling unit designated as \_\_\_\_\_ located in \_\_\_\_\_ consisting of \_\_\_\_\_ bedroom(s), designated by the PHA as a [ ] family unit, [ ] elderly unit, or [ ] handicapped unit.

(b) The Tenant shall have the right to the use and occupancy of the dwelling unit as a private residence. The Tenant agrees that the household members listed below are the only persons who are permitted to reside in the dwelling unit. Any additions to the household including live-in aides, foster children, or adults, but excluding live births, must have the advance written approval of the PHA. The phrase "Tenant" or "the Tenant" is intended to encompass the following persons, both jointly and individually, whenever the words are used in this Lease:

NAME

1.	Member 01	(Head Of Household)
2.	Member 02	
3.	Member 03	
4.	Member 04.	
5.	Member 05	
6.	Member 06	
7.	Member 07	
8.	Member 08	
9.	Member 09	
10.	Member10	

(c) Guests of the Tenant may be accommodated for a period of fourteen (14) days within any twelve (12) consecutive month period. In the event the Tenant wishes to accommodate a guest for a period in excess of fourteen

days, the Tenant must notify the PHA in writing, stating the reasons for such extended accommodations, in order to obtain the PHA's approval of such arrangements in advance. The decision of the PHA in this regard shall be final.

(d) The Tenant shall immediately notify the PHA in writing whenever any member of the household that is authorized to reside in the dwelling unit is no longer residing in the dwelling unit. Failure to immediately notify the PHA in writing will result in the Tenant continuing to be held responsible for all actions of such persons, and any violations of this Lease by such persons shall be grounds for termination of this Lease and eviction of the Tenant from the dwelling.

(e) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this Lease.

## **2. TERMS AND AMOUNT DUE**

(a) This Lease shall commence on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. The rent for this initial period is \$0.00 payable in advance on the first day of occupancy. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$0.00. The rent for this unit is income based [ ], or is based on the flat rent for this unit [ ]. \_\_\_\_\_ (initials)

(b) The Tenant may change rent calculation methods at any recertification. Tenants that have chosen a flat rent may request a reexamination and change to the income based method at any time if the flat rent causes a financial hardship to the family.

(c) The term of this lease shall be one year and shall renew automatically, for another year unless terminated as provided by this Lease.

**(d) Rent is due and payable in advance, without notice, on the 1st day of each month and is delinquent if not paid by the fifth (5th) Calendar day of each month. 08/2010 CHANGE EFFECTIVE**

(e) Penalty for delinquent rent shall be \$25.00, plus court costs, when applicable. A check returned for non-sufficient funds shall be considered non-payment.

(f) If the Tenant is paying the minimum rent, and circumstances change that create an inability to pay the rent, the Tenant may request suspension of the minimum rent due to hardship.

(g) The Executive Director or designee may terminate the Lease if the Tenant is delinquent in paying rent three (3) times within a twelve (12) month period.

## **3. SECURITY DEPOSIT**

(a) New Tenants must pay a security deposit to the PHA at the time of admission. The base amount of the Security Deposit is \$0.00. The PHA may agree to accept the security deposit in more than one (1) payment, as long as at least one-third of the payment is received prior to move-in, and the security deposit is fully paid by the end of the second month of occupancy.

(b) The PHA will hold the security deposit for the period the Tenant occupies the dwelling unit. The PHA will not use the Security Deposit for payment of rent or other charges while the Tenant is in occupancy, but may apply it to rent and other charges remaining unpaid when the dwelling unit is vacated.

(c) At the time of move out, the Tenant must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition. All keys to the dwelling unit and picture Identification Cards, if applicable, must be returned to the Executive Director or designee upon vacating the dwelling unit.

(d) The PHA will refund to the Tenant the amount of the security deposit, plus interest accrued, in accordance with Georgia State law, less any amount needed to pay the cost of:

- (1) Unpaid Rent;
- (2) Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- (3) Other unpaid charges under the Lease.

(e) If the Tenant disagrees with the amount charged to the security deposit, the PHA will offer to meet to discuss the charge(s).

(f) The PHA will refund the Security Deposit less any amounts owed, within thirty (30) days after move out and the Tenant's notification of their new address.

(g) The PHA acknowledges its compliance with the State of Georgia Code concerning Security Deposits.

## **4. UTILITIES**

- (a) Tenant shall be responsible for securing utilities (gas, water, sewage, garbage, and electricity) not supplied by Management and shall pay directly to the provider all deposits and charges necessary to secure and maintain uninterrupted services in their name. Failure of Tenant to furnish uninterrupted service because of nonpayment of utilities or other reasons under tenant's control shall be considered a serious violation of the terms and conditions of this lease. (b) The Tenant agrees to pay the PHA for furnished utilities consumed in excess of the schedule of allowances posted in the PHA's management office. The current schedule in effect is attached to and made a part of this Lease.
- (c) The Tenant shall be charged for excess utilities consumed on the basis of provider's rates in effect at time of consumption.

#### **5. ANNUAL REEXAMINATION**

- (a) If the Tenant has chosen an income-based rent, then at least once annually, the Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. The Tenant's failure to attend the annual recertification meeting or to furnish the requested information and certifications in a timely manner, is grounds for termination of this Lease by the PHA.
- (b) If the Tenant has chosen a flat rent, then the PHA shall re-examine the Tenant's income, assets, allowances, deductions and family composition once every year.
- (c) If the PHA determines that the Tenant has gained admission or remained in occupancy of a PHA dwelling unit through the Tenant's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, the PHA may terminate this Lease and collect any deficiencies in rent which result from such misrepresentations.

#### **6. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY**

- (a) All Tenants must report to the PHA changes in household circumstances when they occur between Annual Recertifications including when a member has been added to the family through birth, adoption, or court-awarded custody and when a household member is leaving or has left the unit. Tenants that pay an income-based rent may also choose to report changes in income and expenses at any time to the PHA. However, Tenant's rent, in these cases, shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud. Changes must be reported by the 15<sup>th</sup> of the month to be reduced by the 1<sup>st</sup> of the following month if eligible. Changes not reported by the 15<sup>th</sup> may take until the 1<sup>st</sup> of the following month to verify and be applied.
- (b) The initial rental amount established by this lease and subsequent rental amount determinations for Tenants with income-based rents shall remain in effect for the period between annual redeterminations of rent unless during such period that the Tenant requests of redetermination of rent due to income changes; income was received that was not reported to the PHA; the rental amount was calculated for a temporary time period; or HUD regulations require such a redetermination.

**RENT INCREASES** shall be made effective the first day of the second month following the month in which the change actually **OCCURRED**, provided the resident reported said increase timely. **No change in rent will be made until the Executive Director or designee receives the third party verification.**

**RENT DECREASES** shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by the Executive Director or designee.

It is the responsibility of the Tenant to report in writing all changes as outlined above by the **last business day** of each month. Income not reported by the **last business day** of the month will result in rent not being changed until the first of the following month provided third party verification has been received.

- (c) Tenants that choose an income based rent shall reimburse the PHA for the difference between the rent that was paid and the rent that should have been charged if proper notice of the income change had been given and the Tenant either did not submit information in a timely manner or submitted false information.

(d) Regardless of whether a Tenant chooses in income based or flat rent, if the Executive Director or designee determines that the size of the dwelling unit is no longer appropriate to suit the Tenant's needs, the Tenant agrees to transfer to an appropriate size dwelling unit upon notice by the Executive Director or designee that such a dwelling unit is available.

(e) If the dwelling unit leased is a handicapped designated unit as checked in Section 1 (a), and the Tenant occupying the dwelling unit does not include a family member defined by HUD rules as handicapped or disabled, the Tenant agrees to transfer to a non-handicapped dwelling unit if and when the unit is needed by a Tenant with disabilities.

(f) If the Tenant does not agree with the transfer determination of the Executive Director or designee, the Tenant shall have the right to request a hearing under the PHA's Grievance Procedure.

## **7. RETRO REPAYMENT AGREEMENT**

A Repayment Agreement is a contract entered into between the PHA and Tenant, when the Tenant owes money to the PHA. The minimum monthly amount of monthly payment for any repayment agreement is \$25.00. The PHA will not enter into more than one (1) Repayment Agreement at a time with the same family.

## **8. CHARGES OTHER THAN RENT**

(a) Charges for other than rent shall be due and collectible the **fifteenth (15th) day** following written notification of the charge. Such charges shall be considered delinquent after 4:00 P.M. on the 5th business day of the month following the due date. A list of standard charges are posted in the PHA's management office and made a part of this Lease by reference.

(b) Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of this Lease.

## **9. MANAGEMENT AGREES:**

(a) To maintain the dwelling unit in a decent, safe and sanitary condition. The PHA assumes no liability for damages caused to the Tenant by criminal acts of a third party.

(b) To comply with 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 the buildings, facilities and common areas, not otherwise assigned to the 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 PHA.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Tenant in accordance with Section 14, hereof.

(g) To supply running water and reasonable amounts of hot water and reasonable amounts 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 the Tenant and supplied by a direct utility connection.

(h) To furnish a heater, cooking stove, refrigerator and water heater without additional charge.

(i) To notify the Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a rent adjustment, a proposed Lease termination, transfer of the Tenant to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse Action shall inform the Tenant of the right to request such a hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 21 shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until the time for the Tenant to request a Grievance Hearing has expired or the Grievance process has been completed.

(j) To notify the U.S. Post Office that the Tenant has moved in the case of an eviction for illegal or drug-related activities.

## **10. OCCUPANCY OF THE DWELLING UNIT**

- (a)** The Tenant shall have the right to exclusive use and occupancy of the leased dwelling unit, which shall include reasonable accommodation of the Tenant's guest with the consent of the Executive Director or designee, and may include care of "foster children" and/or a "live-in aide" for a member of the Tenant's family. The Executive Director or designee shall use the procedures established in its Admission and Continued Occupancy Policy (ACOP) to make such determinations.
- (b)** The Tenant agrees not to assign this Lease, nor to sublet, or transfer possession of the dwelling unit, or give accommodations to boarders or lodgers. The Tenant further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Tenant and the members of Tenant's household as identified in Section 1(b). With the written consent of the Executive Director or designee, members of the household may engage in legal profit making activities in the dwelling unit, where the PHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household, and where such activities do not violate other Tenant's right to peaceful enjoyment of their residence.
- (c)** The Tenant agrees that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the PHA shall not be liable to the Tenant or Tenant's family, employees, invitees, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the PHA. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired.
- (d)** The Tenant agrees not to keep pets unless prior written approval is given by the Executive Director or designee in accordance with the PHA's Pet Policy, which is posted in the PHA's management office and is incorporated herein by reference. Tenants with a pet must pay a pet deposit.
- (e)** The Tenant agrees to notify the PHA if he/she is going to be absent from the dwelling unit for more than thirty (30) consecutive days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the Lease.
- (f)** The Tenant agrees that any member of the household will be considered permanently absent if he/she is away from the dwelling unit for two (2) consecutive months except as otherwise approved by the Executive Director or designee.
- (g)** The Tenant agrees that if the sole member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months. The Executive Director or designee will determine if the reason for the incarceration is for drug-related or violent criminal activity before a letter of Lease termination is issued.
- (h)** Guests who give the dwelling unit as their residence of record to governmental agencies, employers, creditors, financial institutions, or others, shall be considered unauthorized members of the household and the Tenant may receive a letter of termination as a result. For the purposes of this dwelling Lease, the term "guest" means a person in the leased unit with the consent of a household member not listed on the Lease as an authorized member.
- (i)** The Tenant agrees to abide by other necessary and reasonable regulations, including house rules, as may be promulgated by the PHA for the benefit and well-being of the authority's properties and its other Tenants which shall be posted in the PHA's management office and are incorporated herein by reference.
- (j)** Any violation of this section shall be considered a serious violation of the terms and conditions of the Lease.

## **11. ADDITIONS TO THE LEASE**

- (a) Requests for the addition of a new member of the household must be approved by the Executive Director or designee prior to the actual move-in by the proposed new member.
- (b) Tenants who fail to notify the Executive Director or designee of additions to the household, or who permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.
- (c) Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the Lease. The Tenant must notify the Executive Director or designee in writing of the move-out within ten (10) days of its occurrence.

## **12. FIREARMS, KNIVES, CLUBS & OTHER WEAPONS**

- (a) Tenant and Tenant's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on the PHA's property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this Lease.
- (b) Tenant and Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person on PHA's property. The use of or the threat to use a knife, club, or any other weapon against any person on the PHA's property will be considered a serious violation of the terms and conditions of this Lease.

## **13. AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

- (a) The Tenant agrees to park and cause the Tenant's guest to park, automobiles and other motorized vehicles in parking areas only. Tenant specifically agrees to refrain and cause Tenant's guest to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The PHA reserves the right to assign parking space(s) to the Tenant and Tenant agrees to park motor vehicles only in any such assigned space(s). Tenant agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles.
- (b) The Tenant and Tenant's guest's motorized vehicles properly parked on the PHA's property shall be in running condition and have fully inflated tires and current license plates.
- (c) The Tenant agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the PHA's property.
- (d) The Tenant agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 13 (b) above. The PHA will ticket such vehicle for at least twenty-four (24) hours prior to towing.
- (e) Repeated violations of this section constitute good cause for the Executive Director or designee to terminate this Lease.

## **14. SANITATION, CLEANLINESS, HEALTH AND SAFETY**

- (a) Tenant agrees to comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Tenant agrees to abide by the Georgia Sanitation Code posted in the PHA's management office and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Tenant also agrees to keep the dwelling unit and all other areas assigned to Tenant for his exclusive use free of litter and debris and in a clean and safe condition at all times. Tenant also agrees to cooperate with other Tenants in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Executive Director or designee to terminate this Lease.
- (c) Tenant agrees to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- (d) Tenant agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Tenant or his guest will be considered a serious violation of the terms and conditions of this Lease.
- (e) Tenant agrees to immediately and personally report to the PHA all unsafe, conditions which are known to, or observed by the Tenant, either in common areas of the Public Housing property or in the dwelling unit leased by the Tenant.

## **15. CODE OF CONDUCT**

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- (a) Tenant agrees to conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.
- (b) Tenant agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Tenant to partake in any illegal activity.
- (c) Tenant agrees to report to local officials, and then to the PHA, all illegal activity or activities known to or observed by Tenant occurring in the common areas of the Public Housing premises or his dwelling unit, or in any other dwelling unit of the PHA's property, as soon as the Tenant becomes aware of such activity.
- (d) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to, or in the presence of, Housing Authority staff.
- (e) Tenant agrees not to allow any individual that has been barred or banned from the PHA's property to be on any property for which the Tenant has responsibility.
- (f) Repeated violations of Section 15 (a) and any violation of Section 15 (b), 15 (c), 15 (d) or 15 (e) will be considered serious violations of the terms and conditions of this lease.

#### **16. REPAIR AND UPKEEP OF THE PREMISES**

- (a) Tenant agrees not to make repairs or alterations to the dwelling unit, nor to install any major appliance such as air conditioner(s), washing machine(s), clothes dryer(s), television antenna, etc., without prior written consent of the PHA. The Tenant further agrees to notify Maintenance promptly when any repairs to the dwelling unit or equipment therein are necessary. Pending completion of such repairs, the Tenant will not use nor permit the use of the damaged area or equipment in any way that will increase the damages or endanger any person or property. Tenant further agrees to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances, including elevators.
- (b) Tenant agrees to refrain from and to cause Tenant's guest to refrain from destroying, defacing, damaging, or removing any part of the PHA's property. The Tenant also agrees not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the PHA. Tenant agrees not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director or designee. Tenant agrees not to build fences or place locks on doors or windows without prior written permission by PHA. Tenant further agrees not to cut or abuse trees or shrubbery nor allow their children or guest to do so. Tenant agrees to pay reasonable charges (other than for normal wear and tear) or repairs of damage to the dwelling unit caused by the Tenant or Tenant's guest in accordance with the Schedule of Charges posted in the PHA's management office and incorporated herein by reference.
- (c) All charges made under this section shall be due and payable according to the guidelines stipulated in Section 8 above. Repeated violations of this section shall constitute good cause for the PHA to terminate this lease.

#### **17. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY**

The Tenant shall immediately notify the PHA of all damages to the apartment. Maintenance shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Tenant. Maintenance shall be responsible for repair of the premises within a reasonable time. If the damage was caused by the Tenant or the Tenant's guest, the reasonable cost of repairs shall be paid by the Tenant. **If the damages are covered by the Housing Authority's insurance, an amount not to exceed the deductible of that insurance, will be assessed to the Tenant.** The PHA agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by the PHA. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if the damage is caused by Tenant or Tenant's guests.

#### **18. INSPECTIONS, RIGHT OF ENTRY, AND REPAIRS**

- (a) The Tenant agrees to permit the agents or employees of the PHA to enter the dwelling unit during reasonable hours for the purpose of making inspections or repairs or for showing the dwelling unit for re-leasing. Except for cases of emergency, responding to Tenant's request for certain services, or repairs which require entry to the dwelling unit, the PHA will give the Tenant at least two (2) days prior notice of entering the dwelling unit.

(b) If all adults included as Tenants herein are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement, specifying the date, time and purposes of entry, prior to leaving the dwelling unit.

(c) The PHA and the Tenant or a Tenant's representative shall inspect the dwelling unit and the equipment prior to commencement of occupancy by the Tenant. The PHA will furnish the Tenant with a written statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. This statement shall be signed by Maintenance and the Tenant, and a copy of the statement shall be retained in the Tenant's file.

(d) At the time a Tenant vacates, the PHA shall inspect the dwelling unit and furnish the Tenant a written statement of charges, if any, for which the Tenant is responsible. Tenant or a Tenant's representative may join in such inspection unless Tenant vacates without notice to the PHA.

#### **19. LEGAL NOTICE**

Any written notices as required or permitted hereunder will be sufficient if delivered to the Tenant personally or to any adult member of his family residing in the dwelling unit, or if sent by U.S. mail, addressed to the Tenant, postage prepaid. Notices to the PHA shall be in writing and delivered to the Management office or sent by first class mail, postage prepaid, properly addressed. If the Tenant is visually impaired, any legal notices will be delivered in an accessible format.

#### **20. ACCOMMODATION OF PERSONS WITH DISABILITIES**

For all aspects of the Lease and Grievance Procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a person without a disability. The PHA shall provide a notice to each that the Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodations so that the Tenant can meet Lease requirements or other requirements of tenancy.

#### **21. TERMINATION OF THE LEASE**

The PHA shall not terminate or refuse to renew the Lease other than for a serious violation or repeated violations of the terms and conditions of the Lease such as, but not limited to:

(a) Nonpayment of rent or other charges due under the Lease or repeated chronic late payments of rent (**three times in a twelve month period**);

(b) Failure to provide timely and accurate statements of income, assets, expenses and family composition, to attend schedule reexaminations and to cooperate in the verification process;

(c) Furnishing false or misleading information;

(d) Failure to abide by necessary and reasonable rules, building and housing codes;

(e) Acts of destruction, defacement or removal by Tenant or guests;

(f) Criminal Activity. The PHA has a One Strike or "Zero Tolerance" policy with respect to violations of the Lease terms regarding criminal activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants; or

(2) Any drug-related criminal activity on or off such premises.

The "One Strike and You're Out" Policy applies to all residents of the PHA. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sale, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

**ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.**

- (g) Alcohol Abuse. Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of the Lease if the PHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other Tenants;
- (h) Failure to perform required community service or to be exempted therefrom;
- (i) Failure to allow inspection of the unit;
- (j) Determination that a family member knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in the unit;
- (k) Determination or discovery that a resident is a registered sex offender; or
- (l) Any other good cause.

## **22. NOTICE OF LEASE TERMINATION**

- (a) The PHA may terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
  - (1) **Fourteen (14) days in the case of failure to pay rent.**
  - (2) **A reasonable time, not to exceed thirty (30) days, commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants or PHA employees.**
  - (3) **Fifteen (15) days in any drug-related case.**
  - (4) **Thirty (30) days in all other cases.**
- (b) The Notice of Lease Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish.
- (c) The demand notice as required by the laws of the State of Georgia will be combined with and run concurrently with the notice of Lease termination.
- (d) When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the tenancy will not terminate until the time for the Tenant to request a Grievance Hearing has expired, and the Grievance process has been completed.
- (e) **When the PHA is not required to afford the Tenant the opportunity for a hearing under the PHA's Grievance Procedure for a Grievance concerning the Lease termination, the Notice of Lease Termination shall:**
  - (1) **State that the Tenant is not entitled to a Grievance Hearing on the termination.**
  - (2) **Specify the judicial eviction procedure to be used by the PHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in court that contains the basic elements of due process as defined in HUD regulations.**
  - (3) **State whether the eviction is for a criminal activity as in Section 21 (f) of this Lease or for a drug-related criminal activity, also described in Section 21 (f) of this Lease.**
- (f) This Lease may be terminated by the Tenant at any time by giving **fifteen (15) days written Notice** in the manner specified in Section 21. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Executive Director or designee upon vacating.

## **23. ABANDONMENT OF DWELLING UNIT AND PROPERTY**

In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the PHA, be considered abandoned. In such event, the PHA shall have the right, provided five (5) days written notice is mailed to the Tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by the Tenant following or pursuant to such abandonment. The PHA shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned.

## **24. HOLDING OVER**

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

## **25. ALTERNATIVE HOUSING ACCOMMODATIONS**

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The Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than thirty (30) days unless prior written approval is received from the Executive Director or designee. If the Tenant resides out of the dwelling unit for more than thirty (30) days, the PHA will assume the dwelling unit to be abandoned and take possession in accordance with Section 22.

**26. GRIEVANCE PROCEDURES**

All disputes concerning the obligations of the Tenant or the PHA, exclusive of those under Section 21(f), arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the PHA which is in effect at the time such Grievance or appeal arises, which procedure is posted in the PHA office and incorporated herein by reference.

**27. CHANGES TO LEASE**

This Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between PHA and the Tenant. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for Section 6 and any reference to posting of policy, rules and regulations.

**28. COURT COSTS AND ATTORNEY FEES**

If it becomes necessary for the PHA to employ an attorney and bring court proceedings against the Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict the Tenant from the dwelling unit, and if judgment is entered against the Tenant in favor of the PHA in such proceedings, the Tenant may be obliged to pay all court costs and reasonable attorney's fees. If judgment is entered against the PHA in favor of the Tenant in such proceedings, the PHA may be obliged to pay all court costs and reasonable attorney's fees.

**29. UNENFORCEABLE LEASE PROVISIONS**

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

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Gainesville, Georgia.

**I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.**

**WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT, WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF GAINESVILLE, GEORGIA WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER GEORGIA STATE LAW AND MAY BE PUNISHABLE WITH FINE OF UP TO \$10,000.00 AND/OR A PRISON TERM UP TO FIVE (5) YEARS.**

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Tenant

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Tenant

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Tenant

Gainesville Housing Authority

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Authorized Representative

My next Annual Recertification effective date will be \_\_\_\_\_ (Initials)



## DWELLING LEASE

### 1. IDENTIFICATION OF PARTIES & PREMISES.

(a) The Macon Housing Authority (hereinafter called "Management"), relying upon the statements and information given by \_\_\_\_\_ concerning the household composition, employment, and income of all family members as reported in Resident's signed Application for Admission or Application for Continued Occupancy, as "Head of Household" as listed in subparagraph (b) below (who shall also be included within the definition of "Resident" as set forth below), agreeing to such terms and conditions of this lease, does hereby lease and take possession of the premises designated as Apartment Number \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter sometimes called the "premises", "apartment" or "dwelling unit"), consisting of \_\_\_\_\_ bedrooms.

(b) Identity of Resident. The word "Resident" as used in this lease is intended to be equivalent and synonymous with the legal term "Tenant" as defined by Georgia Landlord Tenancy Law and the Code of Federal Regulations and to encompass the following persons, both jointly and individually, whenever the word is used in this lease:

1. \_\_\_\_\_ (Head of Household)
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

The word "Resident" (and any pronoun referring thereto) shall be deemed to include the masculine and feminine gender, and singular and plural as appropriate.

(c) Leasehold Interest. Notwithstanding anything that may be suggested to the contrary in subparagraph (a) and (b) above, only the person identified in this lease as "Head of Household" shall have any leasehold, usufructuary interest or other contractual interest in the "premises." If any of the other persons listed in the foregoing subparagraph signs the lease, he shall have no independent or separate rights under this lease agreement and shall have no leasehold interest or contract rights whatsoever in the premises, but shall be entitled to occupy the premises only as part of the family unit of the "Head of Household", and only for so long as this lease agreement between Management and "Head of Household" remains in effect. If Management's lease with "Head of Household" is terminated for any reason (including but not limited to violation of any provision of this agreement by Head of Household, by any of the other members of his family, or by any guests, or as a result of death, disability or voluntary move-out by the Head of Household), then the remaining persons listed in this subparagraph may, at the option of Management, be summarily removed from the premises without any grievance proceedings and without court proceedings. Each Resident listed above understands that the lease agreement between Management and "Head of Household" may be terminated in the event "Head of Household" or any other Resident or a guest of any Resident violates any of the provisions of this lease.

Each Resident signing this lease warrants and represents that he will fulfill all of the obligations imposed upon "Head of Household" under this lease and will not violate (or allow anyone else to violate) any of the provisions of this lease. In consideration for Management's lease of the premises to "Head of Household" each Resident so signing also represents that he will be jointly and severally liable for any liabilities under this lease which the "Head of Household" fails to pay for any reason whatsoever, including, but not limited to, debts or obligations incurred under a pre-existing lease with Management, rent, retroactive rent charges, repair charges, excess utilities, security deposits, fire damage charges, or other damage claims. It is understood that each Resident signing this lease shall be jointly and severally liable even if such liability is due to some action not the fault of all of the Residents who sign. Finally, the "Head of Household" understands that he is responsible for the actions of himself, each person comprising part of the family unit who may be living at the premises, and any guests, and that the "Head of Household" is responsible for the actions of and the income and job status of each person, regardless of the knowledge or lack of knowledge of "Head of Household". In the event that any actions of any person living in the premises cause "Head of Household" to be in violation of any terms of this agreement (whether knowingly or not), Management may terminate this lease agreement in accordance with its terms.

(d) Persons who may use the premises. The Resident shall have the right to exclusive use and occupancy of the premises. Only members of Resident's family listed in Paragraph 1(b) of this Section may reside in the unit. Unless unusual circumstances exist as determined by Management, and unless Management has specifically given Resident prior written permission, no guest will be permitted to visit overnight or remain overnight at the premises on a regular or irregular basis for more than fourteen (14) consecutive nights within any twelve (12) month period and no more than a total of thirty (30) times in any twelve (12) month period. Resident may make written request, in advance, for an extension of time, or for repeated visits for the same individual and after considering the merits of the case, Management will advise Resident in writing of its decision. Resident may not provide accommodations to "boarders" or "lodgers."

(e) With the advance written consent of Management, Resident may engage in legal profit-making activities in the dwelling unit, where Management determines that such activities are incidental to the primary use of the leased unit for residence by Resident.

(f) With the written consent of Management, a foster child or a live-in aide may reside in the unit. Management may adopt reasonable policies concerning residence of a foster child or a live-in aide, and defining the circumstances in which Management consent will be given or denied and such policies are incorporated into this lease by reference.

(g) Boarders and lodgers. Persons not listed on the lease who give a Macon Housing Authority address as their residence to governmental agencies, law enforcement personnel, utility companies, employers, creditors, financial institutions or any other person or entity, will be considered as a boarder or lodger (and not a "guest") in Resident's household.

(h) Addition of new family members. Addition of family members, other than through birth of a child to a family member on the lease, must be approved in advance by Management. Such additions must meet requirements outlined in Management's Admission and Continued Occupancy Policy (ACOP) as amended from time to time, which is incorporated in this lease by reference to the same as if set forth herein, and any proposed additions will not be approved unless the ACOP requirements are met.

(i) Serious violations. Failure to comply with the terms of this subsection shall be considered a serious violation of the terms and conditions of this lease.

## 2. TERM OF LEASE, AMOUNT AND DUE DATE OF PAYMENT.

(a) This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and have a term of twelve (12) months and end at midnight on the last day of the twelfth (12th) month, at a "Total Resident Payment" of \$\_\_\_\_\_ per month. The net rent payable by the Resident shall be the "Total Resident Payment" less the allowance (if any) for utilities under Management's existing or future lease.

(b) This lease shall automatically be renewed for successive terms of one year at the "Total Resident Payment" of \$\_\_\_\_\_ per month.

(c) Rent is due and payable in advance, without notice, during office hours on the first (1st) day of each month and is delinquent if payment in full is not actually received by Management by the close of business on the 7th day of the month. If the 7th day is on Saturday or Sunday, or a legal holiday, the next business day will be deemed the 7th day. Payment must be received by Management during normal business hours (8:00 a.m. to 5:00 p.m., excluding lunch hour) except that where site offices have different or shorter posted office hours, these posted hours shall control and payments must be received within such posted hours in order to be timely made. Acceptance of late payment of rent by Management does not in any manner imply a change in the terms of this lease and in no way changes the due dates for rental payments in the future.

(d) Charges for maintenance and repair beyond normal wear and tear will be assessed based upon the posted schedule of charges (as amended) which is hereby made a part of this lease by reference. Such charges (and any other charges under this lease) shall become due and payable on the first day of the second month following the month in which the charge was incurred.

(e) Management may accept personal checks if it wishes, but reserves the right to insist that all obligations be paid in cash.

(f) Failure to comply with the terms of this Section shall be considered a serious violation of the terms and conditions of this lease.

## 3. SECURITY DEPOSIT.

(a) Amount and payment of deposit. Resident agrees to pay a security deposit of fifty dollars (\$50.00) which is due in full upon the signing of this lease. Failure to pay the required minimum deposit shall constitute a serious violation and is grounds for termination of the lease. Security deposit will be placed in an escrow account in accordance with Georgia law.

(b) Inspection of premises. Management and Resident (or his representative) shall be obligated to inspect the premises prior to commencement of occupancy by the Resident. Resident understands and confirms with his signature on this lease and by his initial payment of this deposit, that he has been presented for his permanent retention a comprehensive listing of any existing damages to the premises, that he has inspected the premises for the accuracy of this listing, and has either signed this listing, or if he has refused to sign, he has attached a signed statement of his objections to this listing. Management will perform a move-out inspection upon termination of the lease and will list all damages to the premises. Resident shall be entitled to participate in the inspection unless Resident vacates without notice. Resident must sign this move-out inspection or dissent in writing.

(c) Refund of security deposit. Head of Household understands that should he vacate the unit voluntarily or involuntarily, Management is entitled to retain his security deposit for application toward any outstanding balance remaining in Resident's account. The balance of the security deposit (if any) will be refunded to Head of Household upon termination of the lease provided:

(1) Rent and other charges are paid in full;

(2) There is no damage to the apartment or its equipment (or garbage containers if provided by Management) beyond that due to normal wear and tear;

(3) Head of Household has signed a "Notice of Intent to Vacate" and turned such notice in to Management at the office; and

(4) All keys, including mailbox key, to the apartment are returned to Management.

Any portion of the security deposit that is not retained by Management for the reasons above will be refunded to Resident within thirty (30) days after the lease is terminated. An itemized statement of any deductions retained by Management from the security deposit, together with a check for any unused balance will be mailed to the Resident at such forwarding address as is furnished by Resident. Security deposit may not be applied to rent and other charges while Resident is in occupancy.

#### 4. UTILITIES AND EQUIPMENT.

Management agrees to either furnish gas, electricity, water and sewerage or credit "an allowance" for some or all of same. Telephone service, T.V., cable and wiring for Resident supplied appliances and equipment shall not be furnished as utilities, nor shall Management furnish any allowance as to these items. Where utilities are furnished by Management, Head of Household and every other Resident signing this lease shall pay excess utility charges in accordance with Management's schedules or policies as now or hereafter adopted.

Attached to this lease is a copy of the current schedule of utilities that has been adopted by Management. Management reserves the right to amend this schedule of utilities as required and to make appropriate interim changes in rent if necessitated by changes in the schedule of utilities. Changes in the schedule of utilities will be made in accordance with Federal regulations, and such changes shall be made only after the appropriate notice period has expired, and only after appropriate notice of the change has been given to Residents either directly, or by mail, or by posting as required by Federal regulations.

To the extent that water, electricity, gas or sewerage are not furnished by Management, the Resident shall be responsible for making application for and securing such utilities, and shall pay directly to the utility company, all deposits and charges necessary to secure service and maintain uninterrupted service. Failure to secure utility service, or failure to maintain utility service (such as, for example, failure to pay utility charges resulting in termination of a utility) shall be a serious violation and grounds for eviction, and in addition, Resident shall be liable for any fire damages or any other damages suffered by Management (or any of its other Residents) caused by failure of Resident to maintain, or to secure utility services not furnished by Management.

Management agrees to furnish a heating unit, cooking range, refrigerator and water heater without additional charge.

In those situations where Management furnishes some or all utilities to the Resident, Management will not be responsible for failure to furnish or to continue furnishing utilities for any reason or cause beyond its control.

Without limitation, Management will assume no responsibility for damage to food in a Management-provided refrigerator or in any other refrigerator or freezer, including damage from loss of food caused by the failure of Management-owned equipment, electrical wiring or any other cause. Provided, however, this exclusion shall not be applicable if such food loss is caused by a negligent or intentional omission by Management or its agents.

#### 5. RE-DETERMINATION OF ELIGIBILITY, RENT AND UNIT SIZE

Residents understand that this lease agreement is governed by Federal regulations and by Management regulations and policies, including, but not limited to, the regulations which have been adopted (or may hereafter be adopted) by Management for the benefit and well being of the neighborhood and the Residents, which regulations are set forth in Management's "Admission and Continued Occupancy Policy" (hereinafter sometimes "ACOP"). As explained in Federal regulations, in ACOP, and in other portions of this lease, the eligibility of the Head of Household (and his family) to remain on the premises, the determination of the appropriate rental, and the size of the Head of Household's apartment are all based upon a number of factors, including, but not limited to, the income of each Resident and the size and composition of each Resident's family. Head of Household, each person named on this lease and each Resident understands that he must report any and all changes including, but not limited to, any change in income, and change in family size or composition.

All provisions of the ACOP are incorporated herein by reference the same as if specifically attached and made a part of this lease, and each Resident is urged to familiarize themselves with the detailed provisions of the ACOP, a copy of which is posted in your neighborhood office for your review. If any Resident has any question about exactly what his rights and duties are in a given situation, he is urged to request clarification from this Resident Services Coordinator so that the Resident may insure that he is in compliance with the requirements of this lease and ACOP. Failure to comply with any of the provisions of Section 5 of this lease and with ACOP shall constitute serious violations of this lease and shall be grounds for termination.

The following paragraphs explain the circumstances under which the Head of Household's rent may be changed and also explains the obligation of each Resident to report changes in income or family size or composition to Management. However, the following paragraphs are not as detailed as the ACOP, and reference to ACOP is made for a full and complete explanation.

(a) Annual Re-examination. At such time as Management shall require, and not less frequently than annually, Resident shall furnish (at the time and place specified by Management and in the precise form prescribed by Management) any and all information as to the composition of Head of Household's family, including without limitation, the ages, the sex, income and assets of each Resident. This annual re-examination of income and family circumstances is conducted as required by Federal regulations, and is necessary to determine among other things the following: each Resident's continued eligibility for occupancy; the appropriateness of the unit size; and the appropriate "Total Resident Payment" to be charged to the family. When Head of Household is notified of the time and place to appear for an annual re-examination (or for special re-examination or interim re-determination as provided in the following paragraphs), Head of Household shall be obligated to appear at such time and place, or to call or otherwise notify Management in advance that such time and place is unsatisfactory. When notified, Management will make reasonable and appropriate arrangements for a new time and/or

place. However, if Head of Household fails to attend the scheduled meeting, or fails to notify Management in advance that he will not be able to attend, fails to sign documents requested by Management or fails to provide adequate verification as requested by Management, this shall be considered a serious violation of the lease and Head of Household's lease may be terminated.

Each Head of Household will be given written notice of the effective annual re-examination date. Decreases or increases in rent resulting from annual re-examination shall be effective as of the annual re-examination date. Rent as fixed in Section 2 hereof, or as adjusted pursuant to annual re-examination will remain in effect for the period between annual rent re-determination unless (1) Management establishes a "special rent" at the time of regular re-examination; (2) Management establishes a "special rent" at the time of regular re-examination because Resident's income was unstable (see subparagraph (c) below); (3) the Head of Household or members of his household begins receiving a new source of income, suffers a loss of income, or gains or loses a family member. (See Interim Re-determination, subparagraph (b) below). Any and all such changes must be reported to Management in writing within ten days of their occurrence.

Residents that have elected to pay a flat monthly rent amount as established by Federal laws and guidelines shall comply with all provisions of these policies governing re-examination except that re-examinations for Residents in the flat rent program will be every three (3) years and not annually. Residents that have elected to pay a flat monthly rent will also be required to submit to interim examinations in the event Macon Housing Authority has any reasonable suspicion the Resident has engaged in fraud, criminal activity or other serious lease violations.

Failure to comply with any provisions of this subparagraph shall be considered a serious violation of the lease.

(b) **Interim Re-determination.** Interim adjustment of rent (either up or down) shall be made in accordance with HUD regulations for families that experience income changes resulting from the loss or gain of a family member, gain or loss of a family member, gain or loss of source(s) of income, or decrease of income.

Head of Household and each Resident shall report any and all changes in family composition, status, circumstances or income in the form prescribed by Management. This requirement includes Resident's responsibility to notify Management when a named Resident no longer resides in the dwelling or is no longer a member of the household. All such changes must be reported to Management in writing, within ten days of their occurrence. Decreases in rent resulting from such changes will be made effective the first of the month following the month in which the Head of Household reports the change, provided that satisfactory verification is received by Management within thirty days of the date that the Head of Household reports the change. However, if Head of Household fails to provide Management with satisfactory verification of the reported change within the thirty day period, the reduction in rent will not be made effective the first of the month following the date that Resident reported the change, but shall be made effective the first of the month following the month in which verification is finally received by Management.

Increases in rent shall be made effective the first of the second month following that in which the change occurred (and not the date that the change was reported). For example, the date that employment begins (and not the date that income was first received from employment) shall be considered the date that the change "occurred". For other income, the change shall be deemed to have "occurred" on the date of the beginning of the period covered by the payment received, and not the date that the payment is actually received.

Failure to comply with any of the provisions of this subparagraph shall be considered a serious violation of the lease.

(c) **Special Re-examination.** If at the time of admission, any re-examination, or any interim re-determination, Management is unable to make a reasonable estimate of any Resident's income for the following twelve months (after Resident has furnished the required statements and certifications), or if determining income is impossible because adequate verification cannot be obtained, or because the income is unstable or because of any other reason, a special re-examination shall be scheduled and the head of Household may be (at Management's sole discretion) placed upon a "temporary Total Resident Payment" based upon the best available data and provided that Management is satisfied that the family is of low income and within the approved income limits but cannot make an accurate determination of income for the purposes of determining rent. Under these circumstances, Management may establish a "temporary Total Resident Payment" in accordance with its ACOP ("temporary Total Resident Payment" is referred to therein as a "temporary rent"). Special re-examinations will continue until such time as a reasonable estimate of income can be made and the re-examination can be completed. The special re-examination shall not replace the annual re-examination.

If Management decides in its discretion to establish a "temporary Total Resident Payment", the Head of Household will be notified of this action. When his appropriate rent is finally determined, it will be effective retroactive to the date of admission or re-examination, and Residents shall be required to pay to Management any difference between the amount finally determined as due and the amount paid as a "temporary Total Resident Payment." In the event Residents have paid more than is required, Management will credit Head of Household's account with the overpayment. At any special re-examination, all factors relating to both rent and eligibility of each Resident shall be considered.

Failure to comply with the provisions of this subparagraph shall be a serious violation of the lease.

(d) **Changes in Lease, Apartment Size and Misrepresentation or Failure to Report.** If on the basis of information furnished by any Resident or gathered by other sources, Management determines that:

(1) Any Resident's income or other family circumstances warrant a change in rent under Management's approved schedule of rents posted in site offices, a new lease will be executed or Management will mail or deliver to Head of Household a written "Notice of Rent Adjustment" and such notice of rent adjustment shall automatically constitute an amendment to this lease;

(2) Head of Household's family composition no longer conforms to Management's occupancy standard (ACOP or any other applicable Federal or State standard or regulation) for the unit occupied, Head of Household agrees to transfer, within ten (10) working days after Management issues Resident a Notice to Transfer to an appropriate sized dwelling unit based on family composition. (All transfers shall be made in accordance with Management's transfer policy in ACOP);

(3) Head of Household has misrepresented or failed to report facts (or changes in the facts) upon which the Head of Household's rent is based so that he is paying less than he should be paying (or if any Resident has misrepresented facts with the same result), the increase in rent shall be made retroactive to the date that the increase in income occurred. (Each Resident, jointly and severally, may be required to pay within seven days of written notification by Management the difference between the rent that has been paid and the amount that should have been paid, and in addition, any Resident misrepresenting any fact may be subject to civil and criminal penalties, including termination of Head of Household's lease);

(4) Any Resident that has misrepresented or failed to report information, whether intentionally or not, in order to appear as eligible for public housing at the time of admission or re-examination, Head of Household and all Residents may be required to vacate even though he may currently be eligible to remain in the premises.

Misrepresentation, failure to report or failure to comply with Management's request for information shall be considered a serious violation of the terms and conditions of this lease.

(e) Serious violation. The violation of any provisions of this paragraph of the lease shall be considered serious and grounds for eviction.

(f) Retroactive Rent. In the event Resident is assessed retroactive rent under any portion of this lease for any reason, any and all such amounts shall be considered rent just as much as any current amounts due under this lease, and shall be due in full upon assessment. Resident may be dispossessed immediately for non-payment of such retroactive rent. Management may, at its option, decline to terminate this lease and may allow Resident to execute a retroactive rent repayment agreement. Any default under any such agreement shall automatically be deemed a serious violation of this lease and in order to remain in possession of the premises, Head of Household must remain current on payments under this lease and under any retroactive rent repayment. Should Head of Household file or have filed against him any case under the Bankruptcy code, payments under such agreement shall be considered part of this lease for all purposes, including assumption or rejection of executory contracts and unexpired leases under 11 U.S.C. § 365.

(g) When Management redetermines the amount of rent (Total Resident Payment or Resident Rent) payable by Resident, not including redetermination of Management's Schedule of Utility Allowance for families in the public housing program, or determines that the Resident must transfer to another unit based on family composition, Management shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of Management's determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the Macon Housing Authority Grievance procedure.

## 6. OBLIGATIONS OF MANAGEMENT.

Management agrees:

(a) To maintain the premises and the neighborhood in decent, safe and sanitary condition. Management assumes no liability for damages caused to any Resident by criminal acts of a third party, and does not carry insurance for the personal property of any Resident.

(b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

(c) To make necessary repairs to the premises.

(d) To keep Macon Housing Authority buildings, facilities and common areas, not otherwise assigned to Head of Household 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 Management. However, Management assumes no liability for damage to food in a Management provided refrigerator or in a privately owned refrigerator or in a privately owned freezer, whether or not the loss of food was caused by failure of Management owned equipment, electrical wiring or any other cause. In addition, Management shall not be liable to any Resident's visitor or guest for any damage whatsoever (whether injury to the person or property) except damage directly caused by a negligent or intentional omission by Management, its employees or person for whom it may be vicariously liable. Management makes no warranties about, and shall not be liable for, any failure of any of the electrical, plumbing, sanitary, heating, ventilating systems, or any of the other facilities or equipment or appliances, except as described in this paragraph.

(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family) for the deposit of garbage, rubbish and other waste removed by any Resident.

(g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate time of the year (according to local customs 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 the "Head of Household" and supplied by a direct utility connection. Residents agree not to waste or unreasonably consume utilities furnished by Management.

(h) To notify the Resident of specific grounds for any proposed adverse action by the Management. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Management is required to afford the Resident the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with the Code of Federal Regulations shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a lease termination, the Management shall not take the proposed action until the time for Resident to request a grievance hearing has expired and if a hearing was timely requested by the Resident the Management shall not take action until the grievance process has been completed.

(i) To provide visually impaired Residents with notices which will be in an acceptable and appropriate format.

## 7. OBLIGATIONS OF RESIDENTS.

Head of Household and each Resident agrees:

(a) That Head of Household will not assign this lease, nor sublet, or transfer possession of the premises, or give accommodations to boarders or lodgers.

(b) Not to use or permit the use of the dwelling unit (or the buildings, grounds or areas surrounding the unit) for any purposes other than as a private dwelling solely for the Residents as identified in Section 1(b) of this lease. Under no circumstances shall any Resident conduct any business activities whatsoever in or around the dwelling unit without first obtaining written permission from the Authority.

(c) To abide by necessary and reasonable regulations promulgated by Management from time to time for the benefit and well being of the neighborhood and the Residents as outlined in Management's Admissions and Continued Occupancy Policy (or amendments thereto) which is posted in the neighborhood office and incorporated in this lease by reference, and as outlined in any "rules of Resident conduct" (including rules as to criminal misconduct) which be now or hereafter adopted. Such rules shall be posted in the neighborhood office and are incorporated into this lease by reference.

(d) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety; to keep the premises and such other areas as may be assigned to Head of Household for his exclusive use in a clean and safe condition;

(e) To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner; to place containers in the area designated for the collection of garbage on a scheduled basis and otherwise comply with the sanitation ordinances of the City of Macon, Georgia.

(f) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators; to pay reasonable charges based upon the posted schedule of charges (as amended), which is hereby made a part of the lease by reference, for the repair of damages (other than for normal wear and tear) to the premises, neighborhood buildings, facilities or common areas caused by any Resident, his household or guests. The cost of repairing or replacing plumbing fixtures damaged by throwing matches, rags or other improper articles therein or resulting from misuse of the same shall be borne by the Residents. If Resident claims that damage was occasioned by vandalism for which Resident is not responsible, Resident shall bear the burden of proof establishing this to the reasonable satisfaction of Management or else such damages shall be the responsibility of Resident. For example (and not by way of limitation), Resident shall furnish evidence of having made a police complaint, and when the vandal is known, having prosecuted a criminal warrant, by appearing and testifying in court.

(g) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, the grounds, or neighborhood. Alterations to the interior of apartment are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding of door locks, wallpapering, paneling, use of contact paper on walls, cabinets, counters, doors, etc., erecting structures or fences on the premises. Exterior changes and additions (such as fences, utilities building, etc.) may be permitted at the sole discretion of Management. Resident shall pay all repair or restoration costs incurred by Management due to Resident's violation of this paragraph. Repeated violation of this provision shall be considered a serious violation of the lease.

(h) That all personal property placed in the apartment, or any other place appurtenant thereto, shall be at Resident's sole risk and Management shall not be liable to any Resident or Resident's family, guests or any other for any damage, loss, theft or destruction thereof unless caused by the negligence or intentional acts of Management. **HEAD OF HOUSEHOLD AND ALL OTHER RESIDENTS ARE URGED TO OBTAIN INSURANCE ON PERSONAL PROPERTY AS THE AUTHORITY'S INSURANCE DOES NOT COVER PERSONAL LOSSES.**

(i) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition; to insure that the Resident, any member of the household, a guest, or other person under the Resident's control, shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Macon Housing Authority; to refrain from any drug-related criminal activity on or near such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For purposes of this subparagraph, 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 Substance Act (21 U.S.C. 802). Resident agrees and understands that for purposes of this lease the definition of a guest means a person in the unit or on the premises with the consent of a household member.

(j) To refrain from criminal activity on or off the premises, not just on or near the premises; and further agrees to refrain from alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of premises by other residents.

(k) To act, and cause any member of the household, a guest, or another person under Resident's control from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on Macon Housing Authority property or near such premises. This subparagraph shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident's dwelling unit. Residents who have a Georgia firearm license, or who use firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that they carry the gun unloaded in a carrying case or disassembled, and in a non-threatening manner. Under no circumstances is a Resident, any member of the household, a guest, or another person under tenant's control permitted to wear a holstered or concealed firearm while on Macon Housing Authority property. Violation of any provision of this subparagraph shall constitute a serious violation of the lease and shall be considered a threat to the health and safety of other Residents and Management employees.

(l) Not to engage in, or to permit his household members and guests to engage in unlawful or disorderly conduct or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and neighborhood facilities; to refrain from illegal activity which impairs the physical or social environment of the neighborhood, including, but not limited to, the sale of alcoholic beverages on the premises or in the common areas; to prevent any person or guest in the apartment or on the premises from engaging in any of the foregoing acts or from participating in any of the foregoing acts. Violation of any provision of this subparagraph shall constitute a serious violation of this lease.

(m) Not to allow barred persons into the apartment or on the leased premises. For the purpose of this lease a "barred person" is a person that has been served with a "barred notice" which informs the "barred person" that he will be considered a trespasser if he returns to any Macon Housing Authority property. Violation of any provision of this subparagraph shall constitute a serious violation of the lease.

(n) To comply with all obligations imposed by the Macon Housing Authority's policy concerning pet ownership in public housing. Violation of the Macon Housing Authority's policy concerning pet ownership in public housing is a serious violation of this lease. Failure to timely pay deposits and fees required by the Macon Housing Authority's policy concerning pet ownership is a serious lease violation. Macon Housing Authority's Resident shall refrain from owning, possessing, housing and caring for any pet not individually registered with the Macon Housing Authority as required by the policy concerning pet ownership.

(o) To pay debts or obligations incurred under a pre-existing lease with the Management including, but not limited to, rent, retroactive rent charges, repair charges, excess utilities, security deposits, move-out charges, damage claims, or any other charge arising from a pre-existing lease with the Management. Resident understands that a Resident's failure to satisfy obligations under a pre-existing lease with Management constitutes a serious violation of the current lease which would result in termination of the current lease that Resident has with Management.

(p) To pay the amount determined by Management to be charged to any Resident for damages caused by any fire of which the Macon Fire Department provides a written statement that the probable cause of such fire was due to the negligence or fault of any Resident, his guests or other occupants of the premises. Management shall not be liable to any Resident or Resident's family, guests or any others for any loss, destruction, theft or damages to person(s) or personal property resulting from fire of any origin or cause, unless due to the intentional or negligent act of Management or its agents or representatives. Upon the occurrence of a second Resident-caused fire in any apartment occupied by Head of Household (whether or not in the same apartment), Management shall consider this a serious lease violation and may immediately terminate this lease. Also, if fire department personnel give a written opinion that any fire is the result of arson by any Resident or guest, Management shall consider this a serious violation and may immediately terminate this lease.

(q) To comply with the Federally mandated community service requirements which require adult Residents to perform community service. The Macon Housing Authority's policy on community service requirement will be in compliance with Federal law. Resident agrees that failure to comply with this Federally mandated policy may be considered a serious lease violation and will subject Resident to any penalties provided by this Federally mandated policy. If the Macon Housing Authority determines that Resident, who is not an exempt individual, has not complied with the community service requirement, the Macon Housing Authority will notify the Resident

(1) of the non-compliance;

(2) that the determination is subject to the Macon Housing Authority's grievance procedure;

(3) that unless Resident enters into the agreement under paragraph (d) of this section, the lease of the family of which the non-compliant adult is a member may not be renewed; (However, if the non-compliant adult moves from the unit, the lease may be renewed.)

(4) that before the expiration of the lease term; the Macon Housing Authority must offer Resident an opportunity to cure the non-compliance during the next twelve (12) month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency needed to make up the total number of hours required over the twelve (12) month term of the lease.

(r) To comply with all Federal regulations and laws relating to the ineligibility of illegal drug users and alcohol abusers and refrain from furnishing of any false or misleading information to the Macon Housing Authority related to

termination of Tenancy and assistance for illegal drug users and alcohol abusers. Resident agrees that violation of this provision is a serious lease violation and shall be cause for termination of Tenancy.

(s) It shall be cause for immediate termination of Tenancy of the Macon Housing Authority Resident if such Resident is fleeing to avoid prosecution, or custody, or confinement after conviction, under the laws of the place from which the individual flees, for a crime or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or is a high misdemeanor under the laws of such state; or is violating a condition of probation or parole imposed under a Federal or State law.

## 8. OTHER RESIDENT OBLIGATIONS

(a) Sanitation, Cleanliness and Safety. Head of Household and each Resident agrees:

(1) To keep the lease premises and all other areas assigned to Head of Household for his exclusive use free of litter and debris and in a clean and safe condition. Residents also agree to accept responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.

(2) Not to store gasoline or any flammable or explosive substances inside the dwelling unit, or on any porch of the unit or in any building auxiliary to the unit. This shall be a serious lease violation.

(3) To immediately notify Management of all damages or unsafe conditions which are known to, or observed by any Resident, either in common areas of the neighborhood or in the dwelling unit or premises leased by the Head of Household. Management shall have no liability for such unsafe conditions that are not reported. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of any Resident. Management shall be responsible for repair of the premises within a reasonable time. If the damage was caused by any Resident, members of his household, or guests, each Resident signing this lease shall be jointly and severally liable to Management for the cost of repairs. Management will offer alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

In the event repairs are not made or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. No abatement of rent shall occur if Head of Household rejects the alternative accommodations or if the damage is caused by any Resident, members of his household, or guest.

Management shall have the right in its discretion to make periodic inspections of the dwelling to determine whether repairs are needed in addition to those reported by any Resident.

(4) Not to install major appliances such as air conditioners, dryers, etc. without Management's written permission.

(b) Automobiles and Other Motorized Vehicles. Head of Household and each Resident agrees:

(1) To park and cause his guests to park automobiles and other motorized vehicles in designated parking areas only. Each Resident shall refrain and cause his guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.

(2) That his and his guest's motorized vehicles properly parked on Management's property or the streets shall be in running condition, have fully inflated tires and current license plates. Management reserves the right to assign parking places or areas and to issue and require decals or stickers on any vehicle used regularly or owned by a Resident or any family member of resident.

(3) To pay cost of towing improperly parked motorized vehicles and motorized vehicles (placed on the premises by Resident or his guests) that are not in running condition (i.e. with deflated tires, expired license plates, etc.).

(4) To refrain from making major repairs to any motorized vehicle while it is parked on Management's property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks, etc.

(5) To pay for any damages to lawns and Authority property caused by improper operation or parking of motorized vehicles.

(c) Installation of air conditioners. The following provisions concerning the installation of air conditioners in Resident's units does not apply to the Residents of McAfee Homes.  
Head of Household and each Resident agrees:

(1) Prior to the purchase of a window air conditioner to contact the Resident Services Coordinator for recommended size. All units are equipped with proper circuits for air conditioners. In some cases the size of the electrical wiring present will limit the size of the air conditioner that can be installed. Under no circumstances will a Resident be allowed to modify the wiring, receptacles or breakers in their unit. However, Resident may install outlets, adapters (UDL approved) in order to plug in 220 V air conditioners. It shall be the responsibility of the Resident to insure that the air conditioner is installed by competent individuals. Air conditioners that are improperly installed can cause condensed water to leak into the apartment causing mildew and rotting of wall under and/or around the air conditioner as well as damage and discoloration to the exterior wall of the building. Residents who allow this to happen will be charged for repairs. The air conditioner must be properly braced so that it will not rest on the window frame or window sill. A brace to accommodate the

weight of the air conditioner must be installed along with the air conditioner unit. Wood post props under the air conditioner are unacceptable. Residents shall call their Resident Services Coordinator to request a wooden or metal platform that will be provided at no charge.

(2) Management will not install, maintain or renew personal air conditioners for Residents. Residents shall be responsible for repair or removal of air conditioners that are not operating properly or which are overloading the electrical circuits causing the circuit breaker to disengage. Management reserves the right to require any air conditioner that is not working properly, causing damage or improperly installed to be removed.

(3) Management will not be liable for any damage or injuries resulting from the Resident's use of window air conditioners. Residents found responsible for any damage to any Macon Housing Authority property as a result of improper use of an air conditioner are liable for any damage or injuries.

(4) The Department of Housing and Urban Development regulations do not provide utility allowance for operations of window air conditioners. Therefore, Residents will operate air conditioners at their own expense.

(d) Use and storage of cooking grills. Head of Household and each Resident agrees:

(1) To only use the grill in the yard of the Resident who is responsible for the grill. Any grill found in common areas (e.g. playground areas, parking lots, etc.) will be removed and disposed.

(2) To keep grills in a clean and serviceable condition. Small grills (portable) must be dismantled and cleaned prior to storage in apartments. Gas grills may not be stored inside the apartments.

(3) To store charcoal lighter fluid away from the hot water heater, stove, etc. Charcoal can be stored inside but must be stored in a dry area away from the heat-producing appliances.

(4) To place used coals in a bag for disposal and not dump coals in the yard.

(5) To keep grills at least five feet from the building and more than 25 feet from vehicles while the grill is in use. Under no circumstances shall a grill be used on or near a covered porch. Resident acknowledges that heat can melt plastic panels used as porch overhang ceilings.

(6) That Resident understands that fumes generated from grills can kill and that gas and charcoal grills cannot be used in an enclosed area.

(7) That Management will not be liable for any damage or injury resulting from Resident's use of cooking grills. Residents will be found responsible for any damage to buildings, grounds, etc. as a result of the improper use of grills. Management does not allow any construction of grills in Resident's yard or any Housing Authority property.

(e) Pest Control. Head of Household and each Resident agrees:

(1) To cooperate with Management in providing routine pest control services.

## **9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTION [See also Para. 3(b)].**

Management and Head of Household or his representative shall inspect the premises prior to commencement of occupancy by Head of Household. There will be a follow-up inspection 72 hours after commencement of his occupancy. Management will furnish Head of Household with a comprehensive listing of any existing damages to the apartment. A statement of acceptance of the unit together with any exceptions (operation of appliances, wall receptacles, etc.) shall be signed by Management and Head of Household and a copy of the Statement shall be retained in Head of Household's folder.

At the time Head of Household vacates, Management shall inspect the unit and furnish Head of Household with a written statement of charges to be made, if any, for which Residents signing this lease are jointly and severally liable. Any damage other than normal wear and tear shall be deducted from the security deposit, and such Resident shall be liable for the balance, if any. Head of Household and/or his representative may join in such inspection unless Head of Household vacates without notice.

## **10. RIGHT OF ENTRY.**

Head of Household and each Resident understands and agrees that upon reasonable advance notification the duly authorized agent, employees or representative of Management will be permitted to enter Head of Household's dwelling unit for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for releasing, during reasonable hours. However, no written notice will be required for maintenance requested by Head of Household or any Resident or found to be necessary during the course of an inspection which has been made after reasonable advance notification has been given. A written statement specifying the purpose of Management's entry delivered to the premises at least two days before such entry shall be considered reasonable advance notification. However, Management shall have the right to enter Head of Household's dwelling unit without prior notice to Head of Household if Management reasonably believes that an emergency exists which requires such entrance. If Head of Household and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

## **11. NOTICE PROCEDURES.**

(a) Except as provided in Section 10, and except as provided to the contrary in this lease or in HUD regulations, legal notices to the Head of Household shall be in writing and delivered to Head of Household or to an adult Resident listed on this lease and residing in the dwelling. Notice may also be sent by pre-paid first class mail properly addressed to the Head of Household.

(b) Notices and reports by the Head of Household or any other Resident to Management shall be in writing, delivered to the neighborhood office, the Authority's Leasing and Occupancy Office located at 2015 Felton Avenue or sent by pre-paid first class mail, properly addressed to:

Macon Housing Authority  
P.O. Box 4928  
Macon, GA 31208

## **12. DISPOSAL OF PROPERTY AFTER WRIT OF POSSESSION.**

Resident will remove all personal property from the residence before the date of set-out as determined by the Civil Court Sheriff of Bibb County. Resident agrees that any personal property left in the apartment on the day of set-out will be considered abandoned property and Resident specifically agrees and acknowledges that the Macon Housing Authority shall have the right to remove and dispose of any personal property left in the apartment on the day of set-out. Resident acknowledges that the date of set-out is the day the Civil Court Sheriff or Deputy of Bibb County comes to the apartment or residence and by the authority of a Judgment and Writ of Possession of the Civil Court of Bibb County takes back the property on behalf of the Macon Housing Authority and removes all personal belongings of Resident from the residence or apartment. Resident further acknowledges and agrees that it is the Resident's responsibility to remove all personal property before the date of set-out and agrees to release and indemnify the Macon Housing Authority for any property damage or property conversion resulting from the removal or disposal of property left in the residence on the day of set-out.

## **13. TERMINATION OF THE LEASE.**

Management shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in Section 7 of this lease or for other good cause. Either of the following types of criminal activity by the Resident, any member of the household, a guest or another person under the Resident's control, shall be cause for termination of tenancy: Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Macon Housing Authority's public housing premises by other residents, any drug-related criminal activity on or off such premises.

(a) Serious violation; non-waiver. Throughout the body of this lease, there are numerous situations in which the failure of any Resident or his family to comply with a particular obligation of this lease is specifically described as a serious violation of the lease. Each of these circumstances represents a situation in which Management has carefully considered and determined that such violation constitutes a *per se* "serious violation" of the lease. This does not mean, however, that violation of other obligations or duties by a Resident or his guest will not be considered serious, simply because they are not specifically described in this lease as constituting a serious violation. Rather, in those cases, Management has determined that such violations shall be considered as serious or non-serious on a case by case basis, depending upon the particular nature of the circumstances. The fact that such violations are not specifically described as "serious" violations in the body of this lease shall not be taken to mean or imply that Management does not consider them serious under the appropriate circumstances.

In addition, the fact that Management may have decided not to terminate a lease or to take action with respect to a past violation of any provision of this lease or any other lease (whether or not specifically described in the lease as a serious violation), shall not be deemed a waiver of the right of Management to subsequently terminate or to take other appropriate action based on the same or subsequent violation. Management makes every reasonable effort to resolve problems with its Residents short of terminating the lease, and in many circumstances will not enforce its rights to terminate even though it may be entitled to do so under the terms of the lease. Therefore, by failing to take advantage of any rights it may have under the lease agreement, Management is not in any way waiving such provisions as to future violations, nor shall it be estopped to take full advantage of and completely enforce its rights with respect to future violations.

(b) Notice of Termination. Management shall give written notice of termination of the lease of:

(1) Fourteen (14) days in the case of failure to pay rent.

(2) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or Management employees. Improper or violent behavior by a Head of Household, any Resident, a member of his household or a guest (e.g. the use of, or threatening the use of, firearms, including "B-B guns", knives, clubs or any other weapon); a second resident-caused fire or any other action by any Resident, members of his household or guests considered by Management as a threat to the health or safety of other Residents or Management employees, shall be grounds for terminating the lease under this clause. Resident agrees to vacate premises as required in the notice.

(3) Thirty (30) days in all other cases.

This lease may be terminated by Head of Household at any time by giving fifteen (15) days written notice to Management in the manner specified in Section 11 by delivering a signed "Notice of Intent to Vacate." When such notice is given, the lease shall be deemed terminated at the end of the notice period.

(c) Management's notice of termination to Head of Household shall state specific grounds for the termination, shall inform Resident of his right to make such reply as he may wish and of any right to request a hearing in accordance with

Management's Grievance Procedure which is incorporated into this lease by reference. The notice of lease termination shall also inform the Resident of the right to examine Macon Housing Authority documents directly relevant to the termination or eviction. When the Management is required to afford the Resident the opportunity for a hearing under the Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate until the time for the Resident to request a grievance hearing has expired, and if a grievance hearing was timely requested for the Resident the tenancy shall not terminate until the grievance process has been completed. When Management is not required to afford the Resident the opportunity for a hearing because a violation constitutes criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of Macon Housing Authority or the violation constitutes any drug-related criminal activity on or near the premises, the notice of lease termination shall state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. When the lease termination involves criminal activity which is a threat to the health and safety of fellow residents or employees of the Macon Housing Authority, the lease termination shall further state whether the eviction is for a criminal activity as described by this lease or for a drug-related activity as described by this lease.

(d) Management may evict Resident from the unit only by bringing a court action.

(e) In deciding to evict for criminal activity, Management shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family not involved in the prescribed activity. In appropriate cases, Management may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in the unit. Management may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. The fact that Management has exercised its discretion and chosen not to evict Residents in the past shall not be used by any Resident as a waiver of Management's right to evict Residents for violations of terms of this lease.

(f) When Management evicts an individual or a family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, Management shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in that unit. (So that the post office will terminate delivery of mail for such persons at the unit, and that such persons not return to the neighborhood for the pickup of the mail.)

(g) Management shall provide Resident a reasonable opportunity to examine, at Resident's request, before a Management grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. Resident shall be allowed to copy any such documents at Resident's expense. A notice of the lease termination shall inform Resident of Resident's right to examine Management documents concerning the termination of tenancy or eviction. If the Management does not make documents available for examination upon request by Resident, in accordance with this Section, Management may not proceed with eviction.

(h) Unpaid charges due on termination. All charges and unpaid rents of any sort shall become due and payable at the time of lease termination.

(i) Responsibility of Head of Household. Without in any way limiting any other provision in this lease, Head of Household understands that this lease may be terminated for any serious violation of this lease by him, any member of his household (whether or not they signed this lease), by any Resident listed in paragraph 1, above, by any guest, whether or not Head of Household is aware of such violation, whether or not he condones it and whether or not he has any control over the person committing the violation. Management has a leasehold relationship only with Head of Household, and Head of Household shall be responsible for any violations of this lease by any other Resident, family member, or guest. Head of Household acknowledges that if the activities of any of these persons constitutes a serious violation of this lease, his lease agreement may be canceled and terminated even though he may not have legal or practical control over the person who has violated the terms of this lease.

#### **14. VACATING THE PREMISES.**

In the event Head of Household vacates and abandons the premises with or without notice to Management, and in the event personal property of any nature or description is left on the premises, Management shall not be responsible for such property, and shall be entitled to remove such items from the premises for storage after making such efforts to locate Head of Household or Head of Household's next-of-kin as Management may deem appropriate. In addition to the foregoing, if Management determines in its discretion that the Head of Household (or any other Resident) has apparently abandoned the personal property remaining on the premises, the Management may destroy or dispose of any such property if in the Management's sole discretion such property appears to be of inconsequential value. Provided, however, Management shall not take such action until it has first mailed a letter, addressed to the Head of Household at the premises address (or such other address that the Head of Household may have given Management in writing as his new address) indicating that unless the Head of Household contacts Management within seven days of the date of the letter, the property will be deemed abandoned and will be destroyed. In the event this procedure is followed, and in the event the Head of Household fails to contact the Management, Management may dispose of the property in any manner that it sees fit, and shall not be liable to Head of Household (or any member of his family or any other person who may have left property on the premises) for any amount whatsoever.

#### **15. ALTERNATIVE HOUSING ACCOMMODATIONS.**

Head of Household agrees not to use alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. (Includes confinement in a nursing home, or other forms of confinement or any unreported absences of 60 days or over). If Head of Household resides out of the dwelling unit for more than sixty (60) days, Management may terminate this lease.

## 16. GRIEVANCE PROCEDURE.

The Head of Household is the only Resident who is entitled to request a Grievance pursuant to the Macon Housing Authority Grievance Procedure. All disputes concerning the obligations of the Resident or the Management shall be resolved in accordance with the Macon Housing Authority Grievance Procedure provided the grievance procedure does not and shall not apply to a termination which involves a threat to the health and safety of Housing Authority Residents or employees or involves criminal activity or drug related activity as described in Section 7(i) and 7(j) of this lease.

## 17. CHANGES TO LEASE.

This lease, the schedule of charges for maintenance and repair, schedule of utilities, Admission and Continued Occupancy Policy, transfer Policy and Grievance Procedure, and any rules of Resident conduct, which are incorporated in this lease by reference or attachment, together with any future adjustments of rent or dwelling unit, or any changes or amendments of any of the foregoing, evidence the entire agreement between Management and Head of Household. Any modification of the lease will be accomplished only by a written rider to the lease executed by both parties except (1) that changes in rent shall be governed by Section 5, above, and (2) changes in any existing schedules for services, repairs, and utilities, and any changes in rules and regulations which are incorporated by reference (including but not limited to ACOP and rules for Resident conduct) may be modified or changed simply by posting in accordance with the procedure outlined in Federal regulations. However, nothing shall preclude Management from modifying this lease in the event new or amended government regulations are promulgated, or in the event there are changes in any rent schedules or other similar provisions dictated by any appropriate government agency, and Head of Household agrees to sign such amendments as may be necessary to comply with such regulations. Failure to sign such amendments shall be a serious violation and grounds for termination. Should any term of this lease or any provision of this lease be held invalid, it shall be the intention of the parties that this invalid portion be severed herefrom and the remainder shall be binding and enforceable.

Failure of Management to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein shall not constitute or be construed as a waiver or relinquishment of Management's rights to thereafter enforce such terms, covenants or conditions, and things shall continue in full force and effect.

## 18. ENTIRE AGREEMENT.

This agreement shall be the entire agreement between the parties, and no prior, contemporaneous or subsequent oral agreement, understanding or amendment shall be binding upon either party unless and until set forth in writing and signed by the party against whom such is sought to be enforced. Provided, however, as indicated earlier, this lease agreement shall include any and all obligations imposed by HUD regulation, and shall also include any and all documents incorporated by reference (whether or not attached to this lease as a part hereof) including, but not limited to, all schedules of charges for services, for repairs and for utilities, and also including any and all rules and regulations (as now existing or hereafter amended) adopted by Management. Such rules and regulations shall include ACOP (as not existing or hereafter amended) and any other rule and regulation adopted by Macon Housing Authority after having been published publicly, posted in the appropriate neighborhood office and furnished to any applicants and Residents on request. Modifications in and changes to any and all of the above shall be made in accordance with HUD regulations.

In witness whereof, the parties have executed this lease agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Macon, Georgia.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE STATEMENTS GIVEN IN MY APPLICATION FOR ADMISSION/CONTINUED OCCUPANCY ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE STATEMENTS ARE FOUND TO BE UNTRUE, THIS LEASE MAY BE TERMINATED AND I MAY BE REQUIRED TO VACATE.

I UNDERSTAND THAT WITHHOLDING INFORMATION OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE MACON HOUSING AUTHORITY MAY BE CONSIDERED AN INTENT TO DEFRAUD UNDER O.C.G.A. § 16-9-55, AND MAY BE PUNISHABLE WITH FINE OF UP TO \$1,000.00 AND/OR A PRISON TERM UP TO 1 YEAR.

The Housing Authority of the City of Macon, Georgia

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AUTHORITY REPRESENTATIVE

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TITLE

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DATE

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RESIDENT / HEAD OF HOUSEHOLD

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RESIDENT

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RESIDENT

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RESIDENT

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RESIDENT

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DATE

ATTCH: Neighborhoods Utility Allowance

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**MULTI FAMILY PROPERTY  
RENTAL ASSISTANCE PROGRAM  
DWELLING LEASE**

**1. Parties and Dwelling Unit.**

The parties to this Agreement are the Multi Family Property (Landlord) and «First\_Name»«Last\_Name»(Tenant). Landlord leases to Tenant «Unit\_Address»«Unit\_City»«Unit\_State»

**2. Terms of Lease.**

The initial term of this Agreement shall begin on «Move\_In»and end on «Expiration\_Month»«Expiration\_Day»«Expiration\_Year». After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 23 of this Agreement.

**3. Rent.**

Tenant agrees to pay \$\_\_\_\_\_ for the partial month ending on \_\_\_\_\_. After that, Tenant agrees to pay a rent of \$«Tenant\_Rent» per month. This amount is due on the 1<sup>ST</sup> day of the month at \_\_\_\_\_ Drop Box, \_\_\_\_\_, \_\_\_\_\_ or the Administrative office at P.O. Drawer J, 437 S. Pond St., Toccoa, GA 30577.

Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to Landlord on behalf of Tenant. The amount, if any, that HUD makes available monthly on behalf of Tenant is called a Tenant Assistance Payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

**4. Changes in Tenant's Share of Rent.**

Tenant agrees that the amount of rent Tenant pays and/or the amount of assistance that HUD pays on behalf of Tenant may be changed during the term of this Agreement if:

- a. HUD or the Contract Administrator determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing Tenant's share of the rent;
- c. the income, the number of persons in Tenant's household or other factors considered in calculating Tenant's rent change and HUD procedures provide that Tenant's rent or assistance payment be adjusted to reflect the change;
- d. changes in Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing Tenant's assistance payment or rent change; or
- f. Tenant fails to provide information on his/her income, family composition or other factors as required by Landlord.

Landlord agrees to implement changes in Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. Landlord agrees to give Tenant at least 30 days advance written notice of any increase in Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise Tenant that he/she may meet with Landlord to discuss the rent change.

## 5. Charges for Late Payments and Returned Checks.

If Tenant does not pay the full amount of rent shown in paragraph 3 by 5:30 p.m. on the 5th day of the month, Landlord may collect a late charge of \$5.00 on the 6th day of the month. Thereafter, Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The landlord may collect a fee of \$35.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by Tenant.

## 6. Condition of Dwelling Unit.

By signing this Agreement, Tenant acknowledges that the unit is safe, clean and in good condition. Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. Tenant also agrees that Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

## 7. Charges for Utilities and Services

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. the Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	(2)
Put "x" by any Utility Tenant	Type of Utility
Pays directly	put "x" by any Utility Included in Tenant Rent
<u>  X  </u>	Heat
<u>  X  </u>	Lights, Electric
<u>  X  </u>	Cooking
<u>  X  </u>	Water
<u>          </u>	Other (Specify) _____
<u>  X  </u>	<u>Sewer/Garbage</u> _____

## 8. Security Deposits.

Tenant has deposited \$SD\_Deposit with Landlord. Payment of the security deposit is to be made by payment of \$   per month until the total security deposit has been paid. Landlord will hold this security deposit for the period Tenant occupies the unit. After Tenant has moved from the unit, Landlord will determine whether Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- Tenant will be eligible for a refund of the security deposit only if Tenant provided Landlord with the 30- day written notice of intent to move required by paragraph 23, unless Tenant was unable to give the notice for reasons beyond his/her control.
- After Tenant has moved from the unit, Landlord will inspect the unit and complete another Unit Inspection Report. Landlord will permit Tenant to participate in the inspection, if Tenant so requests.
- Landlord will refund to Tenant the amount of the security deposit plus interest computed at current passbook rate, beginning Move\_In, less any amount needed to pay the cost of:
  - unpaid rent;
  - damages that are not due to normal wear and tear and are listed on the Unit Inspection Report;
  - charges for late payment of rent and returned checks, as described in paragraph 5, and
  - charges for unreturned keys, as described in paragraph 9.

- d. Landlord agrees to refund the amount computed in paragraph 8c within 30 days after Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. Landlord will also give Tenant a written list of charges that were subtracted from the deposit. If Tenant disagrees with Landlord concerning the amounts deducted and asks to meet with Landlord, Landlord agrees to meet with Tenant and informally discuss the disputed charges.
- e. Landlord may pay the refund to Head of Household or any Tenant identified in Paragraph #1
- f. The Tenant understands that the Landlord will not count the Security deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

### **9. Keys and Locks.**

Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, Tenant agrees to return all keys to the dwelling unit to Landlord. Landlord may charge Tenant \$5.00 for each key not returned.

### **10. Maintenance.**

- a. Landlord agrees to:
  - (1) regularly clean all common areas of the project;
  - (2) maintain the common areas and facilities in a safe condition;
  - (3) arrange for collection and removal of trash and garbage;
  - (4) maintain all equipment and appliances in safe and working order;
  - (5) make necessary repairs with reasonable promptness;
  - (6) maintain exterior lighting in good working order;
  - (7) provide extermination services, as necessary; and
  - (8) maintain grounds and shrubs.
- b. Tenant agrees to:
  - (1) keep the unit clean;
  - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
  - (3) not litter the grounds or common areas of the project;
  - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
  - (5) give Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
  - (6) remove garbage and other waste from the unit in a clean and safe manner.

### **11. Damages.**

Whenever damage is caused by carelessness, misuse, or neglect on the part of Tenant, his/her family or visitors, Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, Tenant agrees to pay the HUD-approved market rent rather than Tenant rent shown in paragraph 3 of this agreement.

## **12. Restrictions on Alterations.**

No alteration, addition, or improvements shall be made in or to the premises without the prior consent of Landlord in writing. Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common area. Landlord is not required to provide accommodations that constitute a fundamental alteration to Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, Landlord must then allow Tenant to make and pay for the modification in accordance with the Fair Housing Act.

## **13. General Restrictions.**

Tenant must live in the unit and the unit must be Tenant's only place of residence. Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord.

Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of Landlord, but Landlord will allow Tenant to keep an animal needed as a reasonable accommodation to Tenant's disability, and will allow an animal to accompany visitors with disabilities who need such animal as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

## **14. Rules.**

Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of Tenants; and
- b. Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

## **15. Regularly Scheduled Recertifications.**

Every year at the beginning of \_\_\_\_\_, Landlord will request the Tenant to report the income and composition of Tenant's household and to supply any other information required by HUD for the purposes of determining Tenant's rent and assistance payment, if any. Tenant agrees to provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord will verify the information supplied by Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If Tenant does not submit the required recertification information by the date specified in Landlord's request, Landlord may impose the following penalties. Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

- (1) Require Tenant to pay the higher, HUD-approved market rent for the unit.
- (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. Tenant may request to meet with Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and discuss how Tenant's rent and assistance payment, if any, were computed.

**16. Reporting Changes Between Regularly Scheduled Recertifications.**

a. If any of the following changes occur, Tenant agrees to advise Landlord immediately.

- (1) Any household member moves out of the unit.
- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- (3) The household's income cumulatively increases by \$200 or more a month.

b. Tenant may report any decrease in income or any change in other factors considered in calculating Tenant's rent. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one month, Landlord will verify the information and make the appropriate rent reduction. However, if tenant's income will be partially or fully restored within two months, Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict Tenant for non-payment of rent due during the period of the reported decrease and the completion of the certification process. Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or Landlord can evict for nonpayment of rent.

c. If Tenant does not advise Landlord of these interim changes, Landlord may increase Tenant's rent to the HUD-approved market rent. Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. Tenant may request to meet with Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

**17. Removal of Subsidy.**

a. Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that Landlord may make the assistance available to another Tenant and Tenant's rent will be recomputed. In addition, if Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

- (1) Tenant does not provide Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of Landlord's notice of intent to terminate Tenant's assistance payment.
- (2) The amount Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. Landlord agrees to give Tenant written notice of the proposed termination. The notice will advise Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with Landlord to discuss the proposed termination of assistance. If Tenant requests a discussion of the proposed termination, Landlord agrees to meet with Tenant.

c. Termination of assistance shall not affect Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if Tenant submits the income or other data required by HUD procedures, Landlord determines Tenant is eligible for assistance, and assistance is available.

**18. Tenant Obligation To Repay.**

If Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, Tenant agrees to reimburse Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

**19. Size of Dwelling.**

Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, Tenant agrees to:

- a. move within 30 days after Landlord notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

**20. Access by Landlord.**

- a. Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving Tenant's consent to do so, except when urgent situations make such notices impossible or except under paragraph (c) below.
- b. Tenant consents in advance to the following entries into the unit:
  - (1) Tenant agrees to permit Landlord, his/her agents or other persons, when authorized by Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
  - (2) After Tenant has given a notice of intent to move, Tenant agrees to permit Landlord to show the unit to prospective tenants during reasonable hours.
- c. If Tenant moves before this Agreement ends, Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

**21. Discrimination Prohibited.**

Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, familial status, or disability.

**22. Change in Rental Agreement.**

Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. Landlord must notify Tenant of any change and must offer Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to Landlord. Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, Landlord may require Tenant to move from the project, as provided in paragraph 23.

**23. Termination of Tenancy.**

- a. To terminate this Agreement, Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. Landlord may terminate this Agreement for the following reasons:
  - (1) Tenant's material noncompliance with the terms of this Agreement;
  - (2) Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

- (3) drug related criminal activity engaged in, on, or near the premises, by any tenant, household member, or guest, and any such activity engaged in, on, or near the premises by any other person under Tenant's control;
- (4) determination made by Landlord that a household member is illegally using a drug;
- (5) determination made by Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (6) criminal activity by a tenant, any member of Tenant's household, a guest or another person under Tenant's control:
  - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
  - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (7) if Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
- (8) if Tenant is violating a condition of probation or parole under Federal or State law;
- (9) determination made by Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) if Landlord determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control has engaged in the criminal activity, regardless of whether Tenant, any member of Tenant's household, a guest or another person under Tenant's control has been arrested or convicted for such activity;

d. Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, Tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of Tenant to timely supply all required information on the income and composition, or eligibility factors, of Tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

e. If Landlord proposes to terminate this Agreement, the Landlord agrees to give Tenant written notice and the grounds for the proposed termination. If Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with the above and any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- (1) specify the date this Agreement will be terminated;
- (2) state the grounds for termination with enough detail for Tenant to prepare a defense;
- (3) advise Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If Tenant requests the meeting, Landlord agrees to discuss the proposed termination with Tenant;

- (4) advise Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

#### **24. Hazards.**

Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

#### **25. Penalties for Submitting False Information.**

Knowingly giving Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

#### **26. Contents of this Agreement.**

This Agreement and its Attachments make up the entire agreement between the Landlord and Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both Landlord and Tenant will continue to be bound by them.

#### **27. Attachments to the Agreement.**

Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 – Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Form HUD-50059.
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules.
- d. Attachment No. 4 – Bed Bug Policy
- e. Attachment No. 5 – Pet Policy
- f. Attachment No. 6 - Notice of Tenants Rights under Section 607 of the Violence Against Women Act of 2005
- g. Attachment No. 7 - Special Assistance Policy and Application
- h. Attachment No. 8 - Transfer Policy
- i. Attachment No. 9 - Lease Addendum on Mold
- j. Attachment No. 10 - Maintenance Schedule of Charges
- k. Attachment No 11 - Schedule of Utility Allowances
- l. Attachment No 12 - Live In Aide Request
- m. Attachment No 13 – Drug Violation Policy
- n. Attachment No 14 – Over The Air Reception Device Policy
- o. Attachment No 15 – VAWA Lease Addendum
- p. Attachment No 16 – Utility Allowance Study
- q. Attachment No 17 – HUD Form 5380 Notification of Occupancy Rights and Certifications
- HUD Form 5382 Certification of Domestic Violence
- r. Attachment No 18 – Designation of Beneficiary

#### **28. Tenants' Rights to Organize.**

Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

**29. Tenant Income Verification.**

Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

**30.** The lease agreement will terminate automatically if the Section 8 Housing Assistance contract terminates for any reason.

**31. SIGNATURES**

TENANT

BY:

1. \_\_\_\_\_ Date: \_\_\_\_\_  
«Member1\_Name»
2. \_\_\_\_\_ Date: \_\_\_\_\_  
«Member\_2\_Name»
3. \_\_\_\_\_ Date: \_\_\_\_\_  
«Member\_3\_Name»
4. \_\_\_\_\_ Date: \_\_\_\_\_  
«Member\_4\_Name»

LANDLORD

BY:

**Housing Authority Representative**

\_\_\_\_\_  
Date: \_\_\_\_\_

RECEIPT

- \_\_\_\_ I certify that I have been given a copy of my Lease and Attachments No. 1 through 18.
- \_\_\_\_ I certify that I have been given a copy of the brochure, "Resident Rights & Responsibilities".
- \_\_\_\_ I certify that I have been given a copy of the HUD Fact Sheet "Things You Should Know". HUD Form 9887/9887-A
- \_\_\_\_ I certify that I have been given a copy of the HUD Fact Sheet "How Your Rent Is Determined"
- \_\_\_\_ I certify that I have been given a copy of the HUD FORM-1141.
- \_\_\_\_ I certify that I have been given a copy of the RHIIP "EIV & You".
- \_\_\_\_ I certify that I have been given a copy of the Lead Based Paint Brochure "Protect Your Family From Lead In Your Home".
- \_\_\_\_ I certify that I have been given a copy of the Initial Recertification Notice.
- \_\_\_\_ I certify that I have been given a copy of the VAWA HUD Forms 5380 and 5382.

\_\_\_\_ I certify that I have received the following without charge and understand that I will not use or permit the use of such equipment in any way to damage or endanger any person or property. Upon vacating the premises I agree to return said equipment/appliances to the housing authority in good and working condition.

\_\_\_\_ Two (2) door keys (fits both front and back doors)  
\_\_\_\_ Refrigerator  
\_\_\_\_ Range  
\_\_\_\_ Hot Water Heater  
\_\_\_\_ Heater  
\_\_\_\_ Air Conditioning System

**Note: It is my responsibility to contact the Post Office for mail delivery. The Post Office will issue a key for my mail box as applicable.**

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*Signature of «First\_Name» «Last\_Name»*

---

Date

# Exhibit 2

## Extension Order



SUPREME COURT OF GEORGIA  
Case No. S24G1346

February 12, 2025

The Honorable Supreme Court met pursuant to adjournment.

The following order was passed:

CHRISTINA GUY v. HOUSING AUTHORITY OF THE CITY OF AUGUSTA.

The request for an extension of time to file an amicus brief on behalf of the appellant is granted. You are given until February 21, 2025. Your brief must be physically received or electronically filed in the Clerk's Office by this date.

A copy of this order MUST be attached as an exhibit to the document for which an extension is received.

SUPREME COURT OF THE STATE OF GEORGIA  
Clerk's Office, Atlanta

I certify that the above is a true extract from the minutes of the Supreme Court of Georgia.

Witness my signature and the seal of said court hereto affixed the day and year last above written.

 , Clerk