



6. REQUIRED PAYMENTS. In addition to the amount fixed as rent as provided in Paragraph 3 of the Lease, the Resident agrees to pay DHA required payments as follows:
- A. Amounts chargeable for excess consumption of utilities, additional or special services, use of special equipment, all according to the schedule of amounts fixed for each of said categories by DHA. Charges for repair will be adopted by DHA from time to time and shall be posted in the Central Office and each development office. Said schedules are incorporated herein by reference.
  - B. Reasonable costs of repairs for damage to the unit, development facilities or other development areas intentionally or negligently caused by the Resident the Household, guests or another person under the Resident's or the Household's control.
  - C. Charges for consumption of excess utilities, maintenance, and/or repairs beyond normal wear and tear shall become due and payable on the first day of the second month following the month in which the charge is incurred.
  - D. A \$15.00 charge for late payments of monthly rent as provided in Paragraph 3 of the Lease.
  - E. DHA will not accept personal checks from, or on behalf of the household of rent and/or other charges if the resident previously submitted two (2) returned checks.
  - F. DHA will not accept personal checks after a 14-day late notice is issued.

7. RE-DETERMINATION OF ELIGIBILITY, RENT AND UNIT SIZE.

- A. Income Based Rent. Each Resident who has chosen the rent calculation method based upon the income of the Resident and the Household must comply with the following re-determination provisions:
- 1. DHA shall conduct an annual re-determination examination for each Resident who has opted for the income based rent calculation to determine eligibility, monthly rent and size of unit. The Resident and the Household, as required by HUD Regulations agree to provide, in a form prescribed by DHA, accurate information and facts as to the Resident and the Household, including, without limitation, facts about their ages, income, assets, and employment. The Resident and spouse, and any adult member of the Household if required by DHA, must attend the annual re-certification interview and sign the record verifying the information provided.
  - 2. If, upon reexamination, the income of the Resident and/or the Household warrants a change in rent under DHA's approved schedule of rents posted in the development office, a new lease may be executed incorporating a new monthly rent to be charged or DHA will mail a written Notice of Rent Adjustment ("Notice of Adjustment") to the Resident. The Notice of Adjustment shall automatically constitute an amendment to the Lease, adjusting the monthly rent as stated in the Notice of Adjustment.
  - 3. If, upon reexamination, DHA determines that the composition of the Household no longer conforms with DHA's occupancy standards for the unit occupied, the Resident will be so notified and DHA may require the Resident and the Household to move to a unit of appropriate size, as determined by DHA.
  - 4. If the Resident and/or the Household fail or refuse to furnish the information requested by DHA or if the Resident and/or the Household misrepresent the facts upon which the monthly rent is calculated such that the monthly rent charged is less than the monthly rent that should have been charged, DHA, upon discovering the misrepresentation, shall charge the Resident the rent which would have been imposed had the information been properly revealed, retroactively to the date which such increase would have taken place. This retroactive rent becomes due and payable forthwith upon the charge being made. In addition to the charging of retroactive rent in such cases, the misrepresentation shall be a serious and material violation of this Lease. In addition, DHA may elect to pursue other remedies provided by federal or state law.
  - 5. DHA may, at times other than upon annual reexamination, adjust the amount of the monthly rent by written Notice of Adjustment after DHA has determined that an error occurred with respect to a previous rent decision, that a hardship has arisen affecting the Resident's ability to pay, that the statutory limitations upon rent are being exceeded, or as required by HUD Regulations, or DHA policy.
  - 6. Except as otherwise provided above, increases in monthly rent under this Section shall become effective on the first day of the second month following the mailing of the Notice of Adjustment DHA may rely on the statements made by the Resident and/or the Household; if DHA determines such statements are incorrect upon verification or investigation, an error will have occurred justifying a rent adjustment.  
  
The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change would have become effective, the change will be made retroactively.
  - 7. If, at any regular reexamination or interim re-determination, DHA is unable to verify the Resident's and/or the Household's income, a temporary monthly rent will be charged to the Resident, in which case the Resident must report to DHA every thirty (30) days until a regular monthly rent can be determined. Such regular rent will be effective retroactively to the effective date of the temporary rent; any underpayment will become due and payable immediately to DHA.
  - 8. The commencement or termination of employment, public assistance, social security, supplemental security, and/or other income as defined by HUD Regulations paid to the Resident and/or the Household, shall be reported within ten (10) calendar days to DHA. Failure to report this information will be cause to charge rent retroactively, if appropriate, to the date when such payments commenced. Failure to make such reports shall constitute a violation of this Lease and shall be cause for immediate termination of this Lease at the option of DHA.

9. When DHA re-determines the amount of rent payable by the Resident as monthly rent, not including determination of DHA's schedule of Utility Allowances for families in DHA communities, or determines that the Resident and the Household must transfer to another unit based upon family composition, DHA shall notify the Resident that 1) the Resident may request an explanation of DHA's determination which states the specific grounds of DHA's determination and 2) if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Grievance Procedure of DHA.
- B. Flat Rent. DHA shall conduct a re-determination examination at least every third year for each Resident who has opted to pay flat rent to determine eligibility, monthly rent and size of the unit required. Upon notice by DHA, the Resident and the Household agree to provide, in a form prescribed by DHA, accurate information and facts as to the Resident and the Household, including, without limitation their ages, income, assets, and employment. The Resident and spouse, and if required by DHA, any adult member of the Household, must attend the annual re-certification interview and sign the record verifying the information provided.
8. RESIDENT'S RIGHT TO USE AND OCCUPANCY. During the term of the Lease, the Resident and the Household identified in Paragraph 1(B), shall have the right to exclusive use and occupancy of the unit, including reasonable accommodation for guests. Any guest, as defined in Section 11. B-3. below, shall need prior written permission of DHA for such visitation. This provision permits accommodation of guests for a period not to exceed fourteen (14) days during a twelve (12) month period. Household members may engage in legal profit-making activities in the dwelling unit so long as the activities are incidental to the primary use of the units as a residence. Household members must receive written approval from DHA. A violation of these provisions shall be cause for termination of the Lease at the option of DHA.
9. PETS. Upon the payment of \$300.00, a non-refundable pet fee, the Resident and the Household may own or have a common household pet in accordance with the Pet Policy of DHA, incorporated herein by reference. The Resident acknowledges that the amount of the pet fee is reasonable and agrees that DHA shall not be required to refund the pet fee in whole or in part. In the event that the pet(s) is/are permitted pursuant to this Paragraph, the Resident agrees to reimburse DHA for any primary or secondary damages caused thereby whether the damage is to the unit to common areas, or to any other DHA property, and to indemnify DHA from any liability to third parties which may result from keeping or having such pet(s).
- A. The Resident shall maintain each pet responsibly and in accordance with HUD Regulations, state and local public health, animal control, and animal anti-cruelty laws and regulations, and with DHA policies which shall be posted in the development office. Non-compliance with these laws, regulations and policies shall be cause for termination of the Lease at the option of DHA.
- B. The Resident shall remove any pet previously permitted under this paragraph within twenty-four (24) hours of written notification from DHA that the pet, in DHA's sole discretion, creates a nuisance or disturbance or is, in DHA's opinion, undesirable.
- C. Neither this Paragraph 9 of the Lease nor the pet policy apply to public housing developments for the elderly or persons with disabilities nor do they apply to animals that assist, support or provide services to a person with a disability.
10. COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY. Resident and adult members of the household shall perform eight (8) hours of community service within the community or participate in an economic self-sufficiency program, as that term is defined by federal law, for eight (8) hours each month unless otherwise exempt.
- A. DHA shall make an annual determination regarding the compliance of the Resident and members of the household with the community service and self-sufficiency requirements no later than thirty (30) days prior to the expiration of the lease. If DHA determines that Resident or a member of Resident's household is non-compliant, DHA shall notify Resident of the determination and that the determination is subject to administrative grievance procedures. Resident's lease shall not be renewed unless Resident or the member of the Resident's household who is not in compliance with the community service and self sufficiency requirement enters into a written agreement with DHA to make up the missed hours by participating in a self-sufficiency program or contributing to a community service.
11. OBLIGATIONS OF THE RESIDENT AND THE HOUSEHOLD.
- A. The Resident and the Household are further obligated as follows:
1. Discharge of Firearms. The Resident, the Household, guests and /or visitors shall not discharge or threaten to discharge a firearm of any type, including a "B-B" gun, or use or threaten to use a knife, club or any other weapon against any person on DHA property anywhere within the City of Durham.
  2. Illegal Firearms. The Resident, the Household, guest and/or visitors shall not display, use or possess illegal firearms, operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of North Carolina anywhere on DHA property.
  3. Gasoline, Flammable or Explosive Materials. The Resident, the Household, guests and/or visitors shall not keep gasoline or any other explosives or highly flammable materials, machinery or equipment containing such explosive or flammable materials in the unit, in, or on any DHA property within the City of Durham. Electric space heaters and kerosene heaters are expressly prohibited by this provision.
  4. Sublease. The Resident and/or the Household shall not lease or sublet the unit.
  5. Boarders or Lodgers. The Resident and/or the Household shall not accommodate boarders or lodgers in the unit. Boarders and lodgers are guests who are accommodated by the Resident and/or Household in the unit for fourteen (14) or more days within a twelve (12) month period without the express permission of DHA. Evidence of boarders and lodgers in the unit may include, but not be limited to:
    - (a) a non-resident's listing of the Resident's physical address in a telephone directory as that of the non-resident;

- (b) a telephone, gas, electric and/or television cable bill addressed to a non-resident at the Resident's physical address;
  - (c) the records of a non-resident's employer listing the Resident's physical address as that of the non-resident;
  - (d) the non-resident's vehicle ownership records listing the Resident's physical address as that of the non-resident;
  - (e) statements from neighbors or DHA employees who have personal knowledge of the non-resident living in the unit.
6. Use of Unit. The Resident and/or the Household shall not use the unit for any purposes other than as a private dwelling solely for the Resident and the Household.
  7. Violation of Rules. The Resident, the Household, guests and/or visitors shall not violate any regulations promulgated by DHA for the benefit and well-being of the Development, DHA employees and/or DHA residents, which regulations shall be posted in the development office and incorporated herein by reference.
  8. Violation of Housing Codes. The Residents, the Household, guests and/or visitors shall not violate any applicable provisions of building and housing codes materially affecting the health and safety of the Development, DHA employees and/or DHA residents.
  9. Condition of the Unit. The Resident, the Household, guests and/or visitors shall keep the unit and such other areas as may be assigned to them for maintenance and upkeep as clean and safe as the condition of the unit and other areas permit. DHA shall conduct an annual inspection to verify that the Resident and the members of the Household are keeping the unit in a clean and safe condition and in a condition of continual care. The Resident shall immediately notify DHA of any damage or necessary repairs to the unit.
  10. Disposal of Garbage. The Resident, the Household, guests and/or visitors shall dispose of ashes, garbage, rubbish and other waste in a sanitary and safe manner in appropriate receptacles.
  11. Use of Utilities. The Resident, the Household, guests and/or visitors shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators, in a reasonable manner.
  12. Destruction of Property. The Resident, the Household, guests and/or visitors shall not deliberately or negligently destroy, deface, damage or remove any part of the unit the Development building(s), facilities or common areas, or DHA property.
  13. Disabling Fire Detector(s). The Resident, the Household, guests and/or visitors shall not disable any smoke detector(s). Resident shall promptly inform DHA of a malfunctioning smoke detector.
  14. Damages to Premises. The Resident shall pay reasonable charges for the repair of damages to the unit, the Development building, facilities, or common areas or DHA property intentionally or negligently caused by the Resident, the Household, guests and/or visitors.
  15. Disturbances. The Resident, the Household, guests and/or visitors shall conduct themselves in a manner that will not disturb the peaceful enjoyment of their neighbors or DHA employees.
  16. Pets. The Resident, the Household, guests and/or visitors shall maintain pets in compliance with Paragraph 9 of the Lease. Only service animals and authorized pets are permitted on DHA property.
  17. Illegal Activities.
    - (a) The Resident, the Household, guests and/or visitors shall not engage in any activity, including but not limited to criminal activity, on or off the premises, that threatens the health, safety or right of peaceful enjoyment by other residents, DHA employees, or persons residing in the immediate vicinity.
    - (b) The Resident, the Household, guests shall not engage in any drug-related criminal activity or violent criminal activity, as those terms are defined by HUD Regulations and/or state law, on or off the premises.
    - (c) Visitors shall not engage in any drug-related criminal activity or violent criminal activity on the premises.
  18. Repairs/Alterations. The Resident, members of the Household, guests and/or visitors shall not repair, alter or install any equipment collectively referred to as "repairs" in the unit without the prior written consent of DHA. Provided, however, that if the Resident submits a written request to DHA to make repairs—or requests that he/she be allowed to make such repairs and receives no response, either affirmatively or negatively from DHA within thirty (30) days after the request, the Resident may make such repairs as requested. Provided further that in emergency situations, DHA must respond within twenty-four (24) hours of the request or the Resident may make the necessary repairs.
  19. Annual Re-certification. The Resident and members of the Household shall attend and cooperate with DHA in the re-certification process as described above, as required by HUD Regulations and DHA policies.

20. Motorized Vehicles.

- (a) Parking. The Resident, the Household, guests and/or visitors shall park motorized vehicles in designated parking areas with a current parking decal or visitor pass appropriately displayed, when applicable, and shall refrain from parking or driving on lawns, sidewalks, and common areas not designated for parking or driving. Improperly parked and/or unauthorized vehicles will be towed from the premises at the owner's expense.
- (b) Condition of Vehicles. All motorized vehicles shall be in an operable condition with fully inflated tires and current registration and inspection stickers. Inoperable or unlicensed vehicles on DHA property without the express permission of DHA will be towed from the premises at the owner's expense. Vehicles will be tagged with a notice allowing five (5) days to remove the vehicle before being towed. If the vehicle poses a safety threat to the residents, it will be towed immediately. All vehicles will be towed at the owner's expense. Automobile repairs are not permitted on DHA property.
- (c) Vehicles per Unit. Each household shall be permitted to park two (2) vehicles registered to members of the Household in the development parking lot, in accordance with the requirements of this Paragraph 9 of the Lease, if there is space available. If the Household would like to park more than two (2) vehicles on the property, the Resident shall make a request to DHA. It shall be the sole discretion of DHA to permit or deny such a request.

21. Trespassed Individuals. The Resident and the Household shall keep off DHA's property anywhere within the City of Durham any individual who has been trespassed or banned from DHA's property anywhere within the City of Durham. The Resident and the Household shall regularly review the list of trespassed individuals, which shall be posted in the development office.

22. Obscene or Threatening Language and Behavior. The Resident, the Household, guests and/or visitors shall refrain from obscene or threatening language or behavior while on any property owned by DHA.

23. Water-filled Furniture. The Resident and the Household shall not keep waterbeds or any other water filled furniture in the unit unless the Resident has obtained the prior written consent of DHA.

24. False/Misleading Information & Fraud.

- (a) The Resident and/or the Household shall not furnish false or misleading information to DHA.
- (b) The Resident and/or the Household shall not commit any fraud in connection with any Federal housing assistance program.
- (c) The Resident and/or the Household shall not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program.

25. Payment of Rent. The Resident shall pay rent as required by Paragraph 3 of the Lease. The nonpayment of rent, including failure by the Resident to pay rent when due two (2) times within a twelve (12) month period, which results in DHA filing court papers is a material violation of the Lease. DHA shall have the right to terminate the Lease for nonpayment and take possession of the unit; the Resident shall have forfeited the opportunity to tender the rent and maintain possession of the unit pursuant to state law.

26. Abuse of Alcohol. The Resident and the Household shall not engage in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

27. Lifetime Sex Offender Registration. If the Resident and/or Household is subject to a lifetime or state registration requirement under any state's sex offender laws, the registrant must be removed from the household or this Lease will be terminated as provided by HUD regulations.

28. Resident shall be responsible for keeping the Resident's yard free of litter and debris. If management discovers trash or debris in the yard of the Resident, the Resident shall be notified to remove the litter or debris immediately. If within twenty-four (24) hours the trash and debris has not been removed, management will remove the trash or debris and the resident will be charged a \$25.00 fee.

29. Resident shall attend a total of four (4) community meetings per calendar year. **Community meetings are meetings approved by DHA management, to include Resident Council meetings.** If the Resident occupies the unit after prior meetings have concluded, and no other community meetings have been offered within that calendar year, the resident shall be excluded from participation. Resident participation to attend community meetings may be waived by DHA upon a finding of extraordinary and compelling circumstances.

B. For purposes of this Lease:

- 1. "drug" means a controlled substance as defined by North Carolina law;
- 2. "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute, or use the drug;
- 3. "guest" means a person temporarily staying in the unit with the consent of the Resident or the Household with authority to consent on behalf of the Resident;
- 4. "visitor" means "a person under the Resident's control," which shall be further defined as a person not staying as a guest in the unit, but is or was present on the premises at the time of the activity in question because of an invitation from the Resident or the Household with authority to consent on

- 5. behalf of the Resident;  
“premises” means the building or complex or development in which the Resident’s unit is located, including common areas and grounds; and
- 6. “violent criminal activity” means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

12. OBLIGATIONS OF DHA. The obligations of DHA pursuant to the Lease shall include the following:

- A. To maintain the unit and the Development in a decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes and HUD Regulations materially affecting health and safety.
- C. To make necessary repairs, alterations and improvements to the unit necessitated by normal wear and tear.
- D. To keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by DHA, provided that if maintenance or repairs are necessary by reason of damages intentionally or negligently caused by the Resident, the Household, guests and/or visitors, the reasonable cost of such maintenance or repairs shall be charged to the Resident.
- F. To provide and maintain appropriate receptacles and facilities for the collection of ashes, garbage, rubbish, and other waste, in accordance with Paragraph 10(A)(9) of the Lease.
- G. To supply running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of year (according to local custom and usage), except where the building that includes the unit is not required by law to be equipped for such purpose(s), or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- H. To post a list of trespassed or banned persons from DHA property in the development office.
- I. To notify the Resident:
  - (1) of specific grounds for any proposed adverse action by DHA; and
  - (2) when DHA will afford the Resident an opportunity for a hearing under the grievance procedure.
- J. In the event that the unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the Resident and the Household, as determined by DHA, DHA shall repair the unit within a reasonable time or offer standard alternative accommodations, if available, to the Resident. The Resident shall pay reasonable charges for the repair of damages intentionally or negligently caused by the Resident, the Household, guests and/or visitors. Rent abatement shall be offered to the Resident in proportion to the seriousness of the damage and loss in value as a dwelling unit if repairs are not made or accommodations not offered in compliance with HUD Regulations. There shall be no abatement of rent when the Resident rejects alternate accommodations or if the damage was caused by the Resident, the Household, guest and/or visitor.

13. PRE-OCCUPANCY AND MOVE-OUT INSPECTION.

- A. Pre-occupancy Inspection. DHA and the Resident shall be obligated to evaluate the unit prior to commencement of occupancy by the Resident; DHA shall furnish the Resident with a written statement, which shall be signed by DHA and the Resident, of the condition of the unit and the equipment provided with the unit.
- B. Move-out Inspection. DHA shall evaluate the unit at the time the Resident vacates the unit and furnish the Resident with a written statement of any charges to the Resident in accordance with Paragraph 6 of the Lease. Provisions shall be made for the Resident’s participation in the move-out inspection unless the Resident vacates without giving DHA prior notice as required by Paragraph 14(B).

14. ENTRY OF THE UNIT DURING TERM OF LEASE. Other provisions of this Lease notwithstanding, DHA may enter the unit occupied by the Resident after at least two (2) days’ notice for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the unit for releasing. Entry shall be made during reasonable hours. The notice shall be in writing, specifying the date, time and purpose of the entry. However, entry can be made at any time without notice when there is reasonable cause to believe that an emergency exists, likely to endanger the life or health of persons or to destroy or damage property.

When the Resident requests maintenance on the unit, DHA shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the unit when DHA comes to perform the maintenance, the Resident’s request for maintenance shall constitute permission to enter the unit.

In the event that the Resident and all adult members of the Household are absent at the time of entry, DHA shall leave in the unit a written statement specifying the date, time and purpose of entry prior to leaving the unit.

15. TERMINATION OF TENANCY.

- A. Termination of Tenancy by DHA. DHA may terminate tenancy only for serious or repeated violation of material terms of the Lease or for other good cause. Other good cause includes, but is not limited to, the following: criminal activity and alcohol abuse (as defined below), discovery by DHA after admission of facts that made the Resident ineligible, discovery of false statements or fraud, and failure of the Resident to accept DHA’s offer of a lease revision pursuant to HUD Regulations and state law.
  - 1. Criminal Activity and Alcohol Abuse. Criminal activity and alcohol abuse shall mean, but is not limited to, the following:
    - (a) Any drug-related criminal activity on or off the premises by the Resident, the Household, guests;

- (b) Any drug-related criminal activity on the premises by visitors;
- (c) DHA determines that the Resident or the Household is engaging in the illegal use of drugs;
- (d) DHA determines that a pattern of illegal use of drugs interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (e) Criminal activity by the Resident, the Household, guests, or visitors, that threatens the health or safety of, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises;
- (f) The Resident (1) is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, and/or a high misdemeanor; or (2) is violating a condition of probation or parole imposed under federal or state law;
- (g) DHA determines that the Resident or the Household has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (h) DHA determines that the Resident or the Household has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
- (i) It shall be cause for immediate termination of the tenancy and this Lease if DHA determines that the Resident or the Household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted public housing.
- (j) Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a resident's family who is a victim of the domestic violence, dating violence, sexual assault or stalking. DHA may bifurcate the dwelling lease to terminate assistance to remove a lawful resident or member of the household who engages in criminal acts of violence to family member or others without terminating the victimized lawful resident.

2. Written Notice. In the event of termination of the Lease by DHA, DHA shall give the Resident written notice of termination, which notice shall be delivered to the Resident by hand delivery to the Resident or an adult member of the Household or prepaid first-class mail properly addressed to the Resident. Any such notice given by DHA shall state the specific reason(s) for termination and shall inform the Resident of the right to make such reply as he/she may wish the right to examine DHA's documents directly relevant to the termination, and the right to request a hearing in accordance with DHA's Grievance Procedure when applicable.

3. Length of Notice.

- (a) DHA shall give the Resident fourteen (14) days written notice of Lease termination in the case of failure to pay rent.
- (b) In cases covered by the exclusion included in section 20.A, DHA shall give the Resident written notice (not to exceed three (3) days) when the health or safety of other residents, DHA employees, or persons residing in the immediate vicinity of the premises is threatened. DHA, with cause, may initiate an immediate termination action. Such Lease violations requiring only three (3) days notice include, but are not limited to, armed physical assaults, discharge of firearms, abuse of alcohol or illegal drugs, conviction of the Resident or a Household member of a felony, and other illegal activities.
- (c) DHA shall give the Resident thirty (30) days notice for termination in all other cases provided that if a State or local law provides for a shorter period of time, the shorter period shall apply.

4. Notice to Post Office. If DHA evicts the Resident from the unit for criminal or drug activity, DHA shall notify the local post office serving the unit that the resident and/or the Household no longer reside in the unit so that the post office will stop mail delivery for such persons and there will be no reason for their return to the property.

B. Termination by the Resident.

- 1. In the event of termination of the Lease by the Resident, the Resident shall give DHA written notice of termination, which notice shall be hand delivered to the central office of DHA, or sent by prepaid first-class mail properly addressed.
- 2. The Resident shall give DHA fourteen (14) calendar days notice in all cases.

16. ABANDONMENT OF DWELLING AND PROPERTY. The unit and personal property therein shall be deemed abandoned if DHA finds by clear evidence that the unit has been voluntarily vacated after the paid rental period has expired and DHA has no notice of a disability that caused the vacancy. A presumption of abandonment shall arise ten (10) or more days after DHA has posted a notice of suspected abandonment inside and outside of the unit and has received no response from the Resident. In the event of abandonment, DHA shall exercise its rights under state law to recover possession of the unit and dispose of personal property.

17. ADDITIONAL COMMENTS. The Resident shall abide and be governed by the provisions of the ACOP, The Residents' Handbook and the Statement of Policies Governing Housing Developments which are mandatory and which have been posted in the Central Office and each development office, not inconsistent with the provisions of the Lease.
18. CHANGES IN THE LEASE. Except for the term of Lease and monthly rent, the terms of this Lease shall not be changed or modified except in accordance with HUD Regulations and state law, and by agreement in writing duly executed by DHA and the Resident.
19. ACCOMMODATION OF PERSONS WITH DISABILITIES. The Resident may, at any time during tenancy, request reasonable accommodation of a handicap of the Resident or a member of the Household, including reasonable accommodation so that the Resident or a member of the Household may meet the requirements of tenancy.
20. EXPLANATION OF GRIEVANCE PROCEDURE. Except for the exclusions listed in 20(A) below, all disputes concerning the obligations of the Resident, the Household and DHA, in accordance with the Lease and/or HUD regulations, which adversely effect the Resident's or the Household's rights, duties, welfare or status (collectively referred to as "grievance"), shall be resolved in accordance with the Grievance Procedures of DHA, as may be amended from time to time, incorporated herein by reference. If required payments are in dispute, the amount in dispute shall be paid to DHA, to be held in an escrow account pending the settlement of the dispute; amounts not in dispute shall be paid to DHA as scheduled.
- A. Exclusions. DHA hereby excludes from the grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
1. any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or DHA employees;
  2. any drug-related or violent criminal activity on or off the premises; or
  3. any criminal activity that resulted in felony conviction of the Resident or the Household.
- B. Informal Settlement. The Resident may request an informal discussion of the grievance with the property manager or such other person who has been appointed to conduct the informal discussion by the Executive Director or his designee. The property manager shall prepare a summary of the discussion that includes the names of the participants, date of the discussion, the proposed disposition of the grievance and the reasons therefore, and informs the Resident of the procedures for obtaining a formal grievance hearing if the Resident is dissatisfied with the determination.
- C. Grievance Hearing. Following receipt of the disposition of the informal settlement hearing, the Resident may request a hearing as provided by the Grievance Procedures of DHA, incorporated herein by reference.
1. The Resident must continue to pay rent while any grievance is pending. If the subject of the grievance is the amount owed by the Resident as rent, then as rent comes due while the grievance is pending, the Resident shall pay the monthly rent amount that had been charged to the Resident the month prior to the initiation of the grievance procedure. The Resident shall continue to pay this amount each month until the grievance is resolved unless DHA determines that a financial hardship exists, according to HUD Regulations.
  2. The amount paid by the Resident while a grievance is pending will be held in escrow. If the resolution of the grievance is that the rent charged should have been less than the amount paid by the Resident while the grievance was pending, an appropriate refund shall be promptly made. If the resolution of the grievance requires that the Resident pay an amount greater than the amount paid by the Resident while the grievance was pending, the Resident shall pay the additional amount in accordance with the decision of DHA.
  3. Failure to make the rental payments when due while the grievance is pending will result in termination of the grievance procedure.
  4. The requirement to pay rent while the grievance is pending may be waived by DHA for good cause shown by the Resident.
  5. The Resident's failure to make rental payments while the grievance is pending will not affect the Resident's right to contest DHA's decision in an appropriate judicial proceeding.
  6. If the Resident is grieving the calculation of imputed welfare income, the Resident is not required to pay the escrow deposit for the portion of the rent attributable to the imputed welfare pursuant to HUD Regulations.
21. Ability to Comply with Lease. If, during the term of the Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of the Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and DHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, THEN, DHA will assist the Resident or designated members of the Household to find more suitable housing and move the Resident from the unit. If there are no family members who can or will take responsibility for moving the Resident, DHA will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section 14 of the Lease.

At the time of admission, the Resident shall inform DHA of the person(s) to be contacted should the resident become unable to comply with the material provisions of the Lease:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

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

This Lease is executed on the \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

**HOUSING AUTHORITY OF THE  
CITY OF DURHAM, NORTH CAROLINA**

By: \_\_\_\_\_  
DHA Representative

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident