

**Housing Authority of the City of Eastman
P.O. Box 100
824 Griffin Street
Eastman, Georgia 31023**

**Phone «AuthPhone» Fax «AuthFax» TDD 800-255-0056
PUBLIC HOUSING LEASE**

**We are an equal housing opportunity provider.
We do not discriminate on the basis of race, color, sex,
National origin, religion, disability or familial status
(having children under age 18).**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are the Eastman Housing Authority, referred to as Landlord, and the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at «TenantAddress1» «TenantApptNumber».

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

| Name | DOB | Social Security Number |
|------------|-----------|------------------------|
| «Mbr1Name» | «Mbr1DOB» | «Mbr1SSN» |
| «Mbr2Name» | «Mbr2DOB» | «Mbr2SSN» |
| «Mbr3Name» | «Mbr3DOB» | «Mbr3SSN» |
| «Mbr4Name» | «Mbr4DOB» | «Mbr4SSN» |
| «Mbr5Name» | «Mbr5DOB» | «Mbr5SSN» |
| «Mbr6Name» | «Mbr6DOB» | «Mbr6SSN» |
| «Mbr7Name» | «Mbr7DOB» | «Mbr7SSN» |
| «Mbr8Name» | «Mbr8DOB» | «Mbr8SSN» |

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: «EmContactName». This person's address is «EmAddress1» and phone number is «EmTelephone».

2. **LEASE TERM:** This Lease shall begin on «MoveInDate». The term shall be one (1) year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of «RentAmountAP». If this Lease begins on a day other than the first day of the month, the first month's rent shall be «Balance».

_____ This rent is based on the Authority-determined flat rent for this unit.
 _____ This rent is based on the income and other information reported by the Resident.
 (Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income



has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first (1st) working day of each month at the Eastman Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the fifth (5th) working day of the month, a 14 day notice to vacate will be issued to the Resident demanding full payment or surrender of premises. A \$25.00 late charge will be assessed to cover the added costs of a rent payment received after the fifth working day of the month. Third party checks will not be accepted. Partial payments of rent and other charges will not be accepted a check returned for non-sufficient funds shall be considered non- payment of rent and in addition to the late charge a \$25.00 returned check fee will be charged.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The Resident has paid the amount of «SecurityDeposit» to the Landlord as a Security Deposit.

With the approval of the Landlord, the Security Deposit may be made in three payments - one third in advance, one third with their second rent payment, and one third with their third rent payment. The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. The Landlord acknowledges its compliance with the Code of Georgia Section 44-7-31 in maintaining the security deposits.

Within thirty (30) days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- A. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

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

PET FEE: Resident agrees to pay Landlord a \$150 non-refundable pet fee for each Landlord approved pet. The pet fee will be in addition to the Security Deposit and does not limit the Landlord for billing the Resident for damages in excess of the Pet Fee plus the Security Deposit. Resident agrees to abide by the Pet Policy and Rules as stated in the Admissions and Continued Occupancy Policy and incorporated by reference in this lease.

5. **OTHER CHARGES:** In addition to rent, Resident is responsible for the payment of certain other charges specified by type(s) and amounts in the Schedule of Maintenance Charges incorporated by reference in this Lease Agreement and the Schedule of Maintenance Charges is subject to change at any time. Charges will be billed and shall become due and payable before the first day of the next month of the month in which the charge is incurred. Other charges can include:

- (a) Maintenance costs - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When Landlord determines that needed maintenance is not caused by normal wear and tear, Resident shall be

charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by Landlord or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to Landlord for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

- (b) After Hour Emergency maintenance costs--If maintenance is called to unlock doors after business hours, the cost for off duty hours will be \$25 from 5:30 p.m. – 10:59 p.m. and \$35 from 11:00 p.m. - 7:00 a.m. for each occurrence.

6. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born or adopted into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord. This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to EHA's Admission and Continued Occupancy Policies (ACOP), and so long as Landlord has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises;
- g. be absent from the unit for more that fifteen (15) consecutive days without receiving the agreement of the Landlord;
- h. not allow any individual that has been barred or banned from the EHA's property to be on the any property under Resident's responsibility;
- i. keep pets unless prior written approval is given by Landlord in accordance with Landlord's Pet Policy which is incorporated herein by reference;
- j. remove any batteries from a smoke detector or fails to notify the landlord if the smoke detector is inoperable for any reason;

The Resident Shall:

- a. abide by necessary and reasonable regulations (included in the Admissions and Continued Occupancy Policy (ACOP) officially declared by Landlord for the benefit and well-being of the housing project and Residents. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease;
- b. act in a cooperative manner with neighbors and EHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and EHA staff;
- c. take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises;
- d. shall acquire parking approval for cars visiting after 11:00pm at night; shall remove from EHA property any vehicles without valid registration and insurance; shall refrain from parking any vehicles on the grass or in any right-of-way or fire lane designated and marked by Landlord. Any inoperable or

unlicensed vehicle as described above will be removed from EHA property at Resident's expense. Automobile repairs and car washing are not permitted on project site.

- e. With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements, and federal, state and local laws and the Resident must have the proper business licenses.
 - f. The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors for a period not exceeding (14) consecutive or non-consecutive days with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family. Each household member is required to reside in the dwelling unit and shall not be absent for more than 180 consecutive days without good cause. "Good Cause" will include but not be limited to hospitalization, employment in another location, or temporary placement in foster care and others as stated in the EHA's Admission and Continued Occupancy Policy.
7. **CONDITION OF DWELLING: Move-in Unit Inspection Reports.** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Reports. This report, signed by both the Resident and Landlord, is attached to this Lease and retained in Resident's file.

Move-out Unit Inspection Reports. At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

8. **UTILITIES:** Resident shall be responsible for securing utilities (gas and electricity) not supplied by Landlord and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease.

The Utility Allowance Schedule for Resident Paid Utilities is posted in the Landlord's Office. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, EHA will pay a Utility Reimbursement each month. Landlord may change the Allowance at any time during the term of the lease, and shall give Resident 30 day written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement. [965.473 (c)]

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual re-examination.

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

Income review will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. At the time of the review appointment the Resident may elect to change his or her rent choice option. In cases where annual income

cannot be projected for a twelve-month period or the Resident is reporting no income and resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family. Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

Resident shall certify to compliance with 8 hours per month community service requirement (as specified by the Landlord) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

Failure of any member of Resident's household to comply with, EHA's Community Service Policy are grounds for no-renewal of lease and Residents shall be given thirty (30) day's notice to vacate, as well as notice terminating Resident's participation in Federal housing program. Such action shall be subject to EHA's Grievance Procedures and Policy. If EHA's action is upheld by the Grievance Panel, EHA shall proceed to recover possession of Premises in accordance with state law.

10. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertification within ten (10) days of their occurrence:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Re-certifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of thirteen (13) which are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

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

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within thirty (30) calendar days.

If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent Resident is paying is less than the rent that he/she should have been charged, Landlord may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred, but not to exceed 24 months.

11. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
- a. **Rent Decreases:** The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
 - b. **Rent Increases:** The Landlord shall process rent increases so that the Resident is given no less than thirty (30) days advance written notice of the amount due.

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

12. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
 - b. Resident submits false information at Admission or at annual, special, or interim review.

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

13. **Transfers:** Resident agrees that if Landlord determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, Landlord shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- 1. Landlord may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
 - 2. If a Resident makes a written request for special unit features in support of a documented disability, Landlord shall modify Resident's existing unit. If the cost and extent of the modifications needed are burdensome to those required for a fully accessible unit, Landlord may transfer Resident to another unit with the features requested at Landlord's expense.
 - 3. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features within thirty (30) days of notice should an eligible Applicant or existing Resident with a disability who requires the accessibility features of the unit. The transfer will be at the expense of the EHA, if the Resident at admissions did not sign acknowledgment waive of acceptance of an accessible feature unit.

4. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by Landlord. Resident shall be given fourteen (14) days in which to move following delivery of a transfer notice. If Resident refuses to move, Landlord may terminate the Lease. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
5. Landlord will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies (ACOP).
6. A Resident who is either over-housed or over-crowded due to a change in family composition or the EHA's policy must agree to transfer to an appropriate sized unit.

14. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating/cooling equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so by the first day of the second month in which the charge occurs. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- j. keep all smoke detectors and other fire safety equipment in the unit unobstructed, and do nothing to render any such detector or other fire safety equipment inoperable, and give prompt notice if any equipment is inoperable;
- k. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. **RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises, provided resident has given notice;
- d. keep property buildings, facilities and common areas, not other-wise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Landlord;

- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and

If the dwelling is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
 - b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
 - c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
 - d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage, this Lease shall be terminated, and any rent paid will be refunded to Resident.
15. **AFTER HOUR EMERGENCY MAINTENANCE:** The Landlord will provide after hour calls in an emergency situation that poses a threat to Resident's life or Housing Authority's property. (example; of such emergencies are gas leaks, exposed electrical wires, major water leaks, no hot water, malfunction smoke/fire alarm, unsecured entrance or windows, and clogged lines which cause sewage backup) Unless the situation is caused by Resident abuse or neglect, there will be no charge to Resident. Non-Emergency Response After hours is a \$25.00 charge.
16. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:
- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;
 - c. attach awnings or window guards in the dwelling unit;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors or alter woodwork;
 - g. install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
 - h. place any aerials, antennas or other electrical connections on the dwelling unit;
 - i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - j. operate a business as an incidental use in the dwelling unit;
 - k. plant gardens, shrubs, plants in any area except around the immediate perimeter of their unit.
17. **ACCESS BY LANDLORD;** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting unless it is not documented in the Resident Calendar and/or that is a change from the Resident Calendar issued to Resident Annually. The notice shall specify the date, timeframe, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. Landlord is not required to give any advance notice to the resident when handling routine maintenance work orders. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the entrance of the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists. The Landlord may also enter the unit in accordance with a court order or if the unit appears to have been abandoned by Resident.

18. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease. If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.
19. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

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

- a. nonpayment of rent or other charges due under the Lease (i.e. maintenance charges), or repeated chronic late payment of rent (four (4) times in a twelve (12) month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income and failure to sign new lease, addendum or other required charges;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner; or purposefully disengaging any equipment such as smoke detectors;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Authority, or other persons living in the immediate vicinity of the premises by the resident or a guest of the Resident;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises; This includes any Resident, member of the Resident's household or guest, and any such activity engaged in on the premises by any other person under the Resident's control;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;

- s. determination or discovery that a resident is a registered sex offender; or
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Eastman Housing Authority determines 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;
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony; or
- w. inviting or allowing onto the premises or common areas any individual who has been banned from entering the Landlord's property;
- x. any other good cause.

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

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

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

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.
- d. unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- e. if Resident is visually impaired, all notices must be in an accessible format.

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

22. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 (thirty) days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted. If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will

assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

23. **PROPERTY ABANDONMENT:** If a resident abandons the dwelling unit, the landlord shall take possession of the resident's personal property remaining on the premises, and shall store and care for the property. The landlord has a claim against the resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The landlord can collect from the resident all these costs.

The Landlord may sell or otherwise dispose of the property sixty (60) days after the Landlord receives actual notice of abandonment or sixty (60) days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least fourteen (14) days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two (2) weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

24. **COURT COST AND ATTORNEY FEE:** Fees incurred to bring court proceeding against Resident to collect any rent and other charges, or to enforce the provision of this lease, or to evict Resident from premises shall be the responsibility of the Resident if judgment is in favor of the EHA. If judgment is in favor of the Resident, EHA may be obliged to pay fees.

25. **DELIVERY NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage prepaid and addressed to: The Eastman Housing Authority.

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

26. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which involve criminal or drug related activities or any other activities that threatens the health, safety or right to peaceful enjoyment of the premises of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request. All grievances must be presented either orally or in writing to the EHA's office within 10 business days of the grievance event.

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

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

27. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
28. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law. To comply with the Americans with Disabilities Act we need your help to ensure all of our programs, services and activities are fully accessible to persons with disabilities. Please notify the EHA office if you encounter any type of barrier that prevents you from receiving the full benefit of our programs, services, or activities.
29. **ACCOMMODATION OF PERSONS WITH DISABILITIES:** For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. The EHA shall provide a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the resident can meet lease requirements or other requirements of tenancy.
30. **Lead Safety:** The EHA shall provide Resident with a Lead Hazard Information Pamphlet, and a Lead disclosure Addendum will be included as an attachment to the lease.
31. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
 - b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or other-wise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
 - c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
 - d. Nothing in this section shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member.

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

ATTACHMENTS:

Move-Inspection Report

Smoke Detector

Non-Discrimination

Grievance Procedure

Community Service and Self Sufficiency Policy

Violence Against Women Act (VAWA) Notification of Rights

Vehicle and Parking Policy

Zero Tolerance Policy – One Strike & You’re Out

Pet Policy

Protect Your Family From Lead In Your Home Book /Lead Disclosure Addend.

House Rules

Pest Control /Safe Pest Control Pointers/Bed Bug Control and Prevention

Effective Communication Policy

Rent Choice Certification Form

EHA Authorization for Release of Info Form

Utility Allowance

Reasonable Accommodation Policy and Procedures

Schedule of Maintenance Charges / On Call Procedure

EHA Active Barr List

Yard and Grounds Policy

Employment Survey and Registration Section 3

Smoke-Free Housing Policy

Resident Calendar

Resident agrees that all the provisions of this lease have been read and are understood and further agrees to be bound by its provisions and conditions as written.

My Signature below acknowledges this Lease Agreement has been received and thoroughly explained to me/us.

Signatures: ALL members of the household 18 years of age and older shall sign the Lease.

| | | |
|-------------------|----------|-------|
| Head of Household | 1) _____ | _____ |
| | | Date |
| Adult Member | 2) _____ | _____ |
| | | Date |
| Adult Member | 3) _____ | _____ |
| | | Date |
| Adult Member | 4) _____ | _____ |
| | | Date |
| Adult Member | 5) _____ | _____ |
| | | Date |
| Adult Member | 6) _____ | _____ |
| | | Date |

LANDLORD: _____

Date

Warning: You may be fined up to \$10,000.00 or imprisoned up to five (5) years or both. Title 18 Sections 1001 and 1010 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States or to the Department of Housing and Urban Development. The Official Code of Georgia, Section 16-9-55, as amended, states that a person is guilty of a misdemeanor for fraudulently obtaining or attempting to obtain public housing or reduction in public housing rent.

**EASTMAN HOUSING AUTHORITY
PUBLIC HOUSING LEASE**

SMOKE DETECTOR ATTACHMENT

Resident: «Mbr1Name»

Address: «TenantAddress1» **Apartment #**«UnitNumber»

Due to annual inspections performed by the Department of Housing & Urban development personnel, the Eastman Housing Authority Board of Commissioners has adopted the following policy related to smoke detectors.

DEFECTIVE SMOKE ALARMS:

FOR EACH SMOKE DETECTOR FOUND TO BE DISCONNECTED OR TURNED OFF, THE FOLLOWING CHARGES SHALL BE INCURRED EFFECTIVE AUGUST 14, 2000:

- 1st Offense \$25.00
- 2nd Offense \$50.00
- 3rd Offense Eviction

My Signature below acknowledges this Lease Agreement has been received and thoroughly explained to me/us.

Signatures: ALL members of the household 18 years of age and older shall sign the Lease.

| | | |
|-------------------|----------|-------|
| Head of Household | 1) _____ | _____ |
| | | Date |
| Adult Member | 2) _____ | _____ |
| | | Date |
| Adult Member | 3) _____ | _____ |
| | | Date |
| Adult Member | 4) _____ | _____ |
| | | Date |
| Adult Member | 5) _____ | _____ |
| | | Date |
| Adult Member | 6) _____ | _____ |
| | | Date |

LANDLORD: _____
Date



EASTMAN HOUSING AUTHORITY SCHEDULE OF MAINTENANCE CHARGES

Effective June 1, 2011, The Eastman Housing Authority (EHA) will assess the following charges. In accordance with the Lease, the Eastman Housing Authority will charge residents for items that are the direct result of negligence on the part of the resident, his/her family and/or guests.

Residents are not billed for repairs necessary because of normal wear and tear, but the EHA reserves the right in every case to determine whether repairs were necessary due to normal wear and tear or to damages or neglect.

The following list is not intended to be all-inclusive, items not listed, or damage that is the result of negligence will be billed to the resident. The rate will be determined by the Authority's cost for materials plus the actual cost of labor involved to repair and/or correct the deficiency.

| GROUNDS AND BUILDINGS | | KITCHEN SINK | | PAINT | |
|---------------------------------------|--------|--|-------|--|-------|
| Trash on Roof Removal | 10.00 | Unstop Sink | 8.00 | Living Room Walls/Ceilings | 50.00 |
| Trash in Yard Removal | 10.00 | Sink Strainer | 4.50 | Bed Room Walls/Ceilings | 45.00 |
| 2 nd Offense | 20.00 | Faucet Aerator | 12.50 | Bath Room Walls/Ceilings | 30.00 |
| 3 rd Offense | 30.00 | Kitchen Sink & HC | 60.00 | Kitchen Wall/Ceilings | 55.00 |
| Vehicle Parked on Grass: | | Kitchen Faucet | 55.00 | Kitchen Cabinets stain/paint | T/M |
| 1 st Offense | 10.00 | RANGE | | Doors | 15.00 |
| 2 nd Offense | 15.00 | Range Hood Filter | 6.00 | CURTAIN RODS | |
| 3 rd Offense | 25.00 | Range Grates | 15.00 | Curtain Rod: Short | 4.00 |
| Removal Junk Vehicles | T/C | Range Burner | 35.00 | Long | 6.00 |
| Removal Writing/Graffiti/Caulk +labor | 25.00 | Range Knob | | JANITORIAL/CLEANING & MOVE OUT | |
| Removal Misc. Furniture/Items/ | | Oven Knob | 18.00 | Cleaning Apt. (from negligence) minimum | 20.00 |
| Removal/Disposal Tire (per tire) | 5.00 | Oven Rack | 32.00 | Mopping Floor (per room) | 5.00 |
| SCREEN DOORS/WINDOWS | | Oven Door Handle | 8.00 | Wax/Buf Floors – Move Out | 15.00 |
| All Window Panes | T/M | Clear Range Burner (each) | 2.50 | Wax/Buf/ Strip Floors – Move Out | 25.00 |
| Window Cleaning (each room) | 5.00 | Drip Pan – 6" | 3.00 | Wax/Buf/Strip Floors - (Negligence) | T/M |
| Window Screen | 18.00 | Drip Pan – 8" | 4.00 | Clean & Sanitize Range | |
| Window Screen Frame | 15.00 | Range Hood Lens Cover | 4.00 | Clean & Sanitize Refrigerate | 10.00 |
| Window Screen & Frame | 22.00 | REFRIGERATOR | | Clean & Sanitize Kitchen Cabinets | 10.00 |
| Window Screen Frame (1) piece | 4.00 | Crisper Drawer | 57.00 | Clean & Sanitize Kitchen Sink | 5.00 |
| Screen Metal Door | 80.00 | Crisper Cover | 42.00 | Clean & Sanitize Bathroom | 10.00 |
| Security Screen Door | 120.00 | Food Shelf | 20.00 | Wall Repair (nail holes) | 10.00 |
| Screen Door Handle | 9.00 | Door Gasket | 35.00 | Food Removal from Refrigerator | 10.00 |
| Screen Door Latch | 5.00 | Freezer Gasket | 27.00 | Wall Paper/Border Removal (per room) | 20.00 |
| Screen Security Door Handle | 9.00 | Remove Stickers | 5.00 | Bathroom | |
| Screen Door Repair (top) | 17.50 | Door Bars | 15.00 | Commode Seat | 15.00 |
| Screen Door Repair (bottom) | 17.50 | ELECTRIC | | Commode Tank | 60.00 |
| Kick Plate/Center Guard | 4.00 | Wall Light Switch Cover: Single | 3.00 | Commode Tank Lid | 12.50 |
| Door Closure | 11.00 | Wall Light Switch Cover: Double | 4.00 | Commode Bowl | 85.00 |
| WOOD/METAL DOORS & LOCKS | | Receptacle Cover | 4.00 | Commode Supply Line | 4.00 |
| Lock Repair - Broken Key | 5.00 | Receptacle Cover –Weatherproof | 6.00 | Commode Fill Valve | 6.00 |
| Change Door Locks | 20.00 | Light Fixture | 21.00 | Commode Wax Seal | 6.00 |
| New Door Key per key | 5.00 | Light Globe | 12.00 | Pull Commode to Unstop | 25.00 |
| Mail Box Lock | 10.00 | Fluorescent Tube | 3.00 | Unstop Commode/Lavatory/Tub | 10.00 |
| Mail Box Key | 5.00 | Light Fixture 4 ft – Fluorescent | 30.00 | Lavatory | 45.00 |
| Unlock Door: | | Light Bulb | 1.00 | Lavatory/Tub Stopper | 1.00 |
| Business Hours | 5.00 | Energy Efficient Light Bulb | 3.00 | Toilet Paper Roller | 2.00 |
| Off Duty Hours | 25.00 | Appliance Bulb | 2.00 | Medicine Cabinet | 48.00 |
| Off Duty from 11:00pm-7:00am | 35.00 | GFI Receptacle | 18.00 | Towel Bar | 7.50 |
| Door Passage Set | 20.00 | GFI Receptacle cover | 7.00 | Shower Curtain Rod | 6.00 |
| Door Privacy Set & HC | 22.00 | Light Switch 110V | 4.75 | Tooth Brush Holder | 4.00 |
| Door Repair | T/M | Receptacle 110V | 4.75 | Soap Dish | 7.50 |
| Door Lock Set Entrance | 31.00 | Receptacle 220V | 6.75 | Replace Ceramic Tile | T/M |
| Door Interior | 60.00 | Address-O-Lite Photo Cell | 56.00 | OTHER | |
| Door Exterior & HC | T/M | Smoke Detector | 18.00 | Sheet Rock Repair | T/M |
| Door Closure | 10.00 | HVAC | | Light Pilot – Utility Disconnect | 5.00 |
| Door Handle | 10.00 | Thermostat | 25.00 | Backsplash | 25.00 |
| Door Latches | 15.00 | Filter | 2.00 | Infestation | 50.00 |
| Door Stop | 1.00 | Heater Face Panel | 35.00 | Drver Vent Cover | 5.00 |
| Door Weather Strip | 20.00 | Cleaning/Painting Heater Face Panel | 12.00 | | |
| Door Threshold | 18.00 | A/C Return Vent | 38.00 | LABOR CHARGE PER HOUR | 10.00 |
| Kick plate & center guard | 6.00 | Chemicals | | LABOR CHARGE - After Hour | 15.00 |
| HARDWARE | | Drain Opener – Blow out- (each bottle) | 8.00 | Non-Emergency Response – After Hour | 25.00 |
| Mail Box (wall type) | 14.00 | PLUMBING | | T/M: Time & Material(s) | |
| Mail Box (stand alone type) –(Rhine) | 24.00 | Unstop Sink Kit/Bathrm grease, food etc. | 25.00 | T/C: Towing Charge | |
| Clothes Line (each) | 4.00 | Unstop Commode/Tub – item, etc. | 25.00 | | |
| Garbage Can (Rhine) | 15.00 | FLOORS | | | |
| Kitchen / Utilities Cabinets | | Tile (each) | 2.00 | | |
| Cabinets / Drawers | T/M | Vinyl Cove Base | T/M | | |
| Countertop | T/M | Vinyl Cove Base – Re-attach | 5.00 | | |
| Cabinet Hinges | 10.00 | Ceramic Tile | T/M | | |

*Move Out Charges: These charges will be based on the conditions that the dwelling unit is left in by the resident. Where there is excessive furniture, debris and damage to the unit, the actual cost of labor and materials will be charged. *Resident is requested by Maintenance Staff to sign Work Orders as an acknowledgement of work performed. If the resident is not home the Resident will be notified by a door hanger that a Maintenance Staff has performed your maintenance service.

Resident HOH Signature: _____ Date: _____

Housing Authority of the City of Eastman

SMOKE-FREE HOUSING POLICY

Adopted Board Action October 16, 2017

This policy bars the use of prohibited tobacco products in all public housing apartments, all interior common areas and all outdoor areas (collectively, “restricted areas”) of the Eastman Housing Authority (Authority). As part of this policy, the Authority also prohibits the use of electronic nicotine delivery systems (ENDS) in the above areas and is including it in this policy’s definition of Smoking.

This policy applies to all tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, and employees.

Purpose

- 1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
- 2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.
- 3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.
- 4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.
- 5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

Definitions

Public Housing – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.

Development/Property – All of the Authority’s public housing developments and properties are included in this policy and all related administrative offices and maintenance facilities.

Smoking - The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).

Indoor Areas – Indoor Areas is defined as living units/apartments. Indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, Maintenance Facilities and vehicles.

Individual Apartment /Units - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.

Common areas - Common areas are areas that are open to all tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:

- (a) Any inside space
- (b) Entryways/Entrances
- (c) Patios, Porches and balconies
- (d) Lobbies
- (e) Hallways and stairwells
- (f) Elevators
- (g) Management offices
- (h) Maintenance Offices and Inventory Areas
- (i) Public restrooms
- (j) Community rooms
- (k) Community kitchens
- (l) Lawns
- (m) Sidewalks and walkways within the development
- (n) Parking lots and spaces
- (o) Playgrounds, parks and picnic areas
- (p) Common areas also include any other area of the buildings or developments where tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees, and members of the public may go.

Effective Date

The Effective Date of this policy shall be February 1, 2018. All tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Authority property will be prohibited from smoking inside the buildings, common areas, including all housing apartments starting on that date.

Tenants Responsibilities and Lease Violations

- 1) Tenants are responsible for the actions of members of their household and guests. Any tenant will be considered in violation of the lease if they, members of their household or guests are found smoking in any smoke-free areas included in this policy. Visual observation of smoking is not

necessary to substantiate a violation of this policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Three (3) violations will be considered to be a serious violation of the material terms of the lease and will be cause for eviction.** In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.

- 2) No smoking signs will be posted both outside and inside the buildings, offices and common areas of Authority property. Tenants will be responsible to inform all their household, family, and guests that their apartment is smoke free and that their housing may be affected by violators.
- 3) If the smell of tobacco smoke is reported, the Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Authority staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

Enforcement

If a tenant is found to be in violation of this policy, the following steps will be taken:

- **First violation** – The first documented violation will result in a written warning.
- **Second violation** - The second documented violation will result in a second and final written warning.
- **Third violation** – The third documented violation will result in lease termination.

Upon move out, the Authority reserves the right to charge a tenant a reasonable fee associated with any maintenance costs related to tenant's smoking in their apartment. In addition, the Authority reserves the right to charge a tenant a reasonable fee associated with any maintenance costs related to tenant's smoking during the duration of their lease.

If an employee is found to be in violation of this policy, any disciplinary actions should be consistent with the Authority's Personnel Policy.

Adoption of Policy by Tenant

Upon approval of this policy by the Authority, all current tenants living in the Authority's public housing developments will be given a copy of this policy. New tenants will be given a copy of this policy at lease-up. After review, both current and new tenants will be required to sign the Smoke-Free Housing Lease Addendum prior to the effective date of the policy. A copy will be retained in the tenant file. Failure to sign and/or return the Smoke-Free Housing Policy Lease Addendum to the Authority's management office in a timely manner will result in a written warning. If still not received after a second warning, the Authority will begin eviction procedures. All current tenants who smoke will be provided with resources for a cessation program. Authority staff will provide information on cessation program accessibility.

Disclaimers and Representations

- 1) The Smoke-Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the Authority’s public housing developments and offices or drive its vehicles.
- 2) The Authority does not guarantee a Smoke-Free Environment – The Authority's adoption of the Smoke-Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of tenant's health or of the smoke-free condition of the non-smoking portions of developments. However, the Authority will take reasonable steps to enforce the Smoke-Free Housing Policy. The Authority is not required to take steps in response to smoking unless the Authority has actual knowledge of the smoking and the identity of the responsible tenant.
- 3) Authority Disclaimer – The Authority's adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that the Authority has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Authority cannot and does not warranty or promise that its developments will be free from secondhand smoke. The Authority’s adoption of the Smoke-Free Housing Policy does not in any way change the standard of care that it has to the Tenant’s apartments and the common spaces.
- 4) The Authority’s ability to police, monitor or enforce the Smoke-Free Housing Policy is dependent in significant part on voluntary compliance tenants, tenant’s household, tenant’s families, tenant’s guests and visitors.
- 5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Authority is not responsible for smoke exposure even if the tenant, a member of the tenant’s household, tenant’s families, tenant’s guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though the Authority has adopted a Smoke-Free Housing Policy, it cannot guarantee that smoking will never happen.
- 7) In apartments that used to allow smoking, the effects of that smoking may still linger.

Signature Resident/Staff

Date

Eastman Housing Authority Staff

Date

