

**PUBLIC HOUSING DWELLING LEASE
ELDERLY/DISABLED HOUSING
GOLDEN GATE VILLAGE HOUSING
HOUSING AUTHORITY OF THE COUNTY OF MARIN**

HOUSING COMPLEX:

ADDRESS:

SECTION 1: PARTIES AND PREMISES

THIS LEASE AGREEMENT is executed between the HOUSING AUTHORITY OF THE COUNTY OF MARIN, hereinafter referred to as MHA, and the Tenant(s) listed in Section 1A below and becomes effective as of _____.

A. TENANT SUMMARY:

Tenant name _____ Client No. _____

Co-Tenant _____

Dwelling Unit Number _____ Number of Bedrooms (Unit Size) _____

Address _____

Monthly Rent \$ _____ Security Deposit \$ _____

Other Deposit \$ _____ Specify: _____

Each of the Tenants is individually, jointly and severally responsible for performance of all obligations under this Lease, including but not limited to payment of rent.

B. TERM OF LEASE: The term of this Lease shall be one calendar year, beginning ___/___/___ and ending at midnight on ___/___/___.

If, at the expiration of the initial or any renewal term of this Lease, Tenant continues to meet federal, state, and MHA requirements for housing eligibility, and has not committed a serious or repeated violation of the material terms of this Lease, this Lease shall be renewed for a term of one additional year. Such renewal shall not become effective until Tenant has completed the annual recertification process, has executed a release of information effective for the period of renewal, and an amendment of this Lease evidencing such renewal has been executed by MHA and Tenant.

Notwithstanding execution of a Lease amendment renewing the term of this Lease, MHA may terminate the Lease, terminate the tenancy, and/or evict the Household, for conduct violating Public Housing program rules that occurred before the Lease amendment was executed. The execution of a lease amendment renewing the term of this Lease shall not be a waiver, estoppel, or other bar to any of MHA's rights.

This Lease may be amended from time to time to incorporate federal regulation changes enacted by the U.S. Department of Housing and Urban Development, hereinafter HUD, upon 30 days written notice to the Tenant. As needed, MHA may also amend any of the terms and conditions of this Lease, as long as such amendments are consistent with applicable state law, federal law, and the regulations of HUD, then in effect.

C. RENTAL OF THE DWELLING UNIT: The initial rent for the Dwelling Unit (prorated for partial month) shall be \$ _____.

Thereafter rent is due and payable on the first day of each calendar month, in accord with Section 2.

D. HOUSEHOLD MEMBERS: The Dwelling Unit described in Section 1A above is a private residence to be occupied only by the Tenant, and Co-Tenant if applicable, and the Household Members listed in this Section 1D:

	Name	Relationship	Age	Birth Date	Social Security #
1.		Head		/ /	- -
2.				/ /	- -
3.				/ /	- -
4.				/ /	- -
5.				/ /	- -
6.				/ /	- -
7.				/ /	- -
8.				/ /	- -
9.				/ /	- -
10.				/ /	- -

The above information for all persons residing in the Dwelling Unit must be kept current. **Excluding live-in aides, foster children and foster adults**, the Household listed above in Section 1D shall be considered the Tenants of the Dwelling Unit. All adult (18 years and older) Household Members (except for live-in aides), must sign this Lease.

All Household Members and authorized occupants agree that they must abide by the provisions of this Lease and that failure to abide may result in termination of this Lease and the termination of the tenancy of the entire Household. The terms "Household" and "Household Members" shall mean the Tenant(s) and the persons listed in Section 1D. The term "Family" or "Family Member" shall mean the Household and Household Members, except for live-in aides, foster children and foster adults who are considered "authorized occupants", provided MHA has granted written approval before such persons occupy the Dwelling Unit.

E. USE OF THE UNIT: Tenant has the right to exclusive use and occupancy of the Dwelling Unit as a residence for the Tenant and other household members identified in Section 1D of this Lease. The Dwelling Unit may not be used for any other purpose without the prior written permission of MHA. With the prior written consent of MHA, members of the household may engage in legal profit making activities in the Dwelling Unit when MHA determines that such activities are incidental to the primary use of the Dwelling Unit as a residence.

The Dwelling Unit must be the Tenant's only place of residence. Tenant and Household Members shall not participate in any MHA public housing program or housing choice voucher program while receiving another housing subsidy under any other Federal, State or local housing assistance program. Dual residency and/or receipt of dual rent subsidy are grounds for termination of tenancy.

The Dwelling Unit may not be used as a mailing address, or a mail drop, by any person not listed in Section 1D of this Lease.

F. ADDITIONS AND DELETIONS FROM THE HOUSEHOLD: Any additions to the Household Members listed in this Lease, including live-in aides, persons under adult-care and foster children, but excluding natural births, legal adoptions and court-awarded custody, require the advance written approval of MHA. Prospective new household members must meet all MHA's applicable eligibility and screening requirements, including proof of custody, guardianship, or adoption for minor children, and a criminal history check if aged eighteen (18) or over.

- i. Tenant agrees to wait for MHA approval before allowing additional persons to move into the Dwelling Unit. Failure to comply with this provision is a serious and material violation of this Lease and grounds for termination of the Lease and eviction.
- ii. If a household member qualifies to have a live-in aide, the aide will occupy the Dwelling Unit as a licensee and will have no tenancy rights. The aide may only occupy the Dwelling Unit after the aide has signed MHA's standard Live-In Aide Agreement.

"Live-in aide" means a person who resides with an elderly, or disabled household member who (1) is determined to be essential to the care and well-being of the household member; (2) is not obligated to support the household member; and (3) would not be living in the Dwelling Unit except to provide the necessary supportive services. The aide may live in the Dwelling Unit only so long as the household member qualifies for the aide's services and must vacate immediately upon termination of his/her employment or within fourteen (14) days of the death of the qualifying Tenant.
- iii. Tenant shall notify MHA in writing if any household member vacates or no longer resides in the unit within ten (10) days of the occurrence. Tenant shall be fully responsible for the actions of all household members until MHA has been notified in writing of the change and the household member has been removed from the Lease. MHA will not remove a household member from the Lease once a Lease violation has occurred, unless MHA makes a determination to exclude said household member in accord with the Admissions and Continued Occupancy Policy ("ACOP") regarding exclusions.
- iv. In the event of death of the head(s) of household or primary Lease holder(s), this Lease will terminate within 14 day following such person's death. Remaining family members (as defined in Section 1D) will be permitted to execute a new Lease for the unit

provided they meet and complete all necessary requirements for eligibility.

SECTION 2: SECURITY DEPOSIT, RENT AND OTHER CHARGES

A. SECURITY DEPOSIT: Tenant has paid a security deposit of \$_____. The security deposit can be used by MHA at the termination or expiration of this Lease for reimbursement of the cost of repairing any intentional or negligent damages to the Dwelling Unit caused by the Tenant, Household Members, dependents, Guests, or other persons under the Tenant's control and to restore the unit to a clean, safe and sanitary condition, and to pay any rent or other charges owed by Tenant to MHA.

Payment of the security deposit is due prior to an applicant taking possession of the unit, unless, due to hardship, other written arrangements are made between MHA and the applicant. MHA agrees to return the security deposit less any deductions as provided by law, to Tenant within 21 days of the date possession of the unit is returned to MHA. Possession is considered returned to MHA when the Tenant returns all keys or if possession is restored by legal action.

The security deposit shall not be used to pay rent or other charges prior to the termination or expiration of this Lease, including any renewals hereof.

B. RENT: The rent for the Dwelling Unit is \$_____ per calendar month.

The amount of the monthly rent is subject to increase or decrease based upon changes in Tenant's income and/or family circumstances, pursuant to the provisions of Section 3 of this Lease. The rent stated in this paragraph shall remain in effect unless adjusted in accord with the provisions of Section 3 of this Lease. Rent is payable by check or money order, sent to MHA at 4020 Civic Center Drive, San Rafael, CA 94903 or 429 Drake Avenue, Marin City, CA 94965, unless otherwise designated by MHA.

- i. Late Payments and Fees- Rent payments received or postmarked after the 7th day of the month will be deemed late and will incur a \$15.00 late payment fee. Late payment fees shall not be due and collectible until two weeks after MHA gives written notice of the charge. Late payment fees shall be assessed on late payment of rent and no other charges

Tenants who submit a check that is returned for insufficient funds or drawn on a closed or non-existent account shall be assessed a service charge of \$25.00 and may be required to make future payment by certified check or money order only. The MHA reserves the right to demand certified funds on nonpayment of rent notices.

- ii. Liability Following Notice of Intent to Vacate- Tenant shall be liable for rent for thirty (30) days after giving written notice of intent to vacate to MHA or until Tenant and all other household members have vacated the unit, or in the absence of written notice, for thirty (30) days after MHA learns that Tenant and all household members have vacated the unit. If the end of this thirty-day period does not coincide with the end of a month, the rent due under this provision shall be prorated at a daily rate.
- iii. If Tenant transfers to another MHA housing unit after the date this Lease is signed, any rent and other charges then due and owing under this Lease remain due and become an obligation under the Lease for the housing unit being transferred into.

C. UTILITIES

TENANT-PAID UTILITIES. Tenant shall have the utility account in their name. Failure of a Tenant to have the utility account in the Tenant’s name or maintain utility service to the Dwelling Unit may be cause for termination of this Lease.

If indicated below, MHA shall provide Tenant with a monthly Utility Allowance in the amount of \$ _____ for the following utilities paid directly by the Tenant to the Utility supplier:

<input type="checkbox"/>	Gas	<input type="checkbox"/>	Sewer
<input type="checkbox"/>	Electricity	<input type="checkbox"/>	Refuse
<input type="checkbox"/>	Water	<input type="checkbox"/>	

If the amount of the Utility Allowance exceeds the Tenant rent, MHA will pay a Utility Reimbursement to the utility supplier each month. Tenant is responsible for paying the actual utility bill to the supplier if the Tenant’s actual utility bill exceeds the Allowance for Utilities. If the actual utility bill is less than the Allowance for Utilities Tenant shall receive the benefit of such savings offset against the Tenant rent.

D. GARBAGE RECEPTACLES: MHA shall provide and maintain appropriate receptacles and facilities for the exclusive use of Tenant’s household, for the deposit of garbage and other refuse by Tenant. If the Tenant wishes an additional garbage receptacle, Tenant will be charged a maintenance charge equal to any amount payable by MHA for the extra service.

E. VEHICLES AND PARKING: At Public Housing complexes, the Tenant will be eligible to secure a parking permit pursuant to MHA’s Parking Policy Addendum G and will be subject to this policy.

SECTION 3: REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. ANNUAL RECERTIFICATION: Once each year prior to the renewal of this Lease, MHA shall determine whether the Tenant is eligible to remain in public housing, what amount the Tenant’s rent should be (except for those who have chosen to pay flat rent), and whether the dwelling size is still appropriate for Tenant’s needs.

Within sixty days prior to the expiration of the initial or any renewal term of this Lease, Tenant shall furnish to MHA accurate information as to his/her family income, employment, family composition and such other matters as may be required by MHA. If the Tenant fails to comply with the above terms and conditions, MHA, with thirty days notice to Tenant, shall increase the Tenant’s rent to the flat rent for that size unit. MHA may also opt to terminate Tenant’s tenancy for failure to comply with the redetermination process.

In addition to the rent increase, the Lease shall not be renewed for an additional term unless and until Tenant and the Family Members have furnished the required information to MHA, and signed all necessary verifications and declarations and MHA has made the determinations described herein. Failure to make reasonable efforts to abide by all recertification requirements shall be considered a violation of the material terms of this Lease and may lead to non-renewal of the Lease and/or eviction. MHA shall make its determination in accordance with the approved Admissions and Continued Occupancy Policy in effect at the time the redetermination process is initiated. The Admissions and Continued Occupancy Policy is available in the Central and Golden Gate Village Complex offices.

RENTAL CHOICE: At the annual recertification, MHA shall offer the family the choice to pay rent calculated on the income-based formula or the flat rent for the bedroom size occupied by the family.

FLAT RENT: The family can only choose to pay flat rent at the time of the annual recertification. A Tenant that has chosen to pay flat rent will not have his/her income used to determine the rental payment but will be subject to an annual rental increase based on a survey of the reasonable rents in the community. Said survey may be conducted by MHA on an annual basis. Such increase will be effective at the time of the annual redetermination of eligibility for continued occupancy. The Tenant paying flat rent will be required to report to MHA on an annual basis the family composition of the household and to review and sign required documents. In the event that the flat rent amount causes a hardship for the family prior to the next annual recertification, the rent may be reduced and calculated using the income-based formula. Any household or income change creating the hardship must be reported within ten (10) days of the occurrence. If the rent is reduced, the family may not return to a flat rent until the next scheduled annual recertification.

B. INTERIM RECERTIFICATIONS: Upon good and sufficient reason, MHA may request income information and family composition at any time other than the annual recertification.

Changes in income or family composition must be reported to MHA within ten (10) days of the change and documentation presented to MHA within fifteen (15) days.

Rent Decrease- Any decrease in rent shall be made effective on the first day of the month following the month in which the change in circumstances is reported and that has lasted or is expected to last at least 30 days, and provided there is no other source of income.

Should the only member of the family who has income leave the residence without notice, the remaining family member must timely report the change and where there is no new or additional source of income the rent will be reduced the first of the month following the report. However, the remaining adult family member must show proof that there is no other source of income for the family.

Households reporting zero income for extended periods may be subject to more frequent redetermination, including EIV verifications of income sources.

All Tenants not paying flat rent must report all increases in income. MHA will determine, based on HUD regulations and MHA policy, if a rent increase is required. An increase in rent will be effective the first of the month following income verification and calculation of the new rent. Tenant shall receive 30 days written notice of the increase and effective date.

If interim income changes are not reported, or the household does not comply with annual redetermination requirements, any rent decrease will be made effective the first of the month following report of the income loss; rent increases where the additional income was not timely reported will be effective retroactively to the date the income increased. Tenant/household may also be liable for fraud/misrepresentation, a material violation of this Lease.

MISREPRESENTATION TO MHA OF THE FACTS UPON WHICH THE TENANT'S RENT IS BASED OR A FAILURE TO REPORT CHANGES IN INCOME OR FAMILY COMPOSITION WILL BE CONSIDERED FRAUD, CONSTITUTING A VIOLATION OF THE MATERIAL TERMS OF THIS LEASE AND MAY RESULT IN TERMINATION THEREOF.

Penalties for committing fraud include:

- Termination of assistance, tenancy and/or program participation and eviction from your unit;
- Repayment of all overpaid rental assistance you received;
- Prohibition from receiving future assistance;
- Fine of up to \$10,000; and or
- Imprisonment for up to 5 years.

When a determination is made by MHA as to the actual family income for past rental periods that is greater than the reported income, the Tenant agrees he/she will be liable for paying any and all retroactive rents due, based on the rent Tenant would have been charged had Tenant furnished MHA with the requested information, or had not provided false information. MHA, at its sole discretion, may allow a repayment agreement for retroactive rent charges or may proceed with termination of the Lease and collect the amounts due through other appropriate legal means.

C. RENT CHANGES BASED ON ANNUAL OR INTERIM RECERTIFICATION: The rent, as fixed in Section 2 of the Lease, or as adjusted pursuant to the annual or interim review, will remain in effect for the period between regular rent recertification.

In the event any rent adjustment is made during the initial or any renewal term of this Lease, MHA will mail or give a written notice of such rent adjustment to Tenant. Such notice shall specify the date upon which the rent adjustment is effective. However, MHA is not responsible for delays in postal delivery; said notification will be considered completed upon posting of the notice in a proper mail receptacle with the correct address and postage prepaid. However, where a delay in the delivery of said notice by the Postal Service can be verified, notice shall be deemed complete on the date of actual delivery to the Tenant. A Postal Service stamp upon the envelope stating that an item was misrouted shall be considered proof of such delay.

D. CHANGES IN DWELLING UNIT SIZE: Tenant agrees that if MHA decides that the size of the Dwelling Unit is no longer appropriate to Tenant's needs based upon approved occupancy standards, Tenant agrees to move, at Tenant's own expense, into a unit MHA assigns the Tenant, within thirty (30) days after being notified of the assignment. MHA may assign the Tenant to another unit in accordance with MHA's Admissions and Continued Occupancy Policy. When MHA determines that the Tenant must transfer to another units based on family composition or redetermines the amount of rent payable by the Tenant, not including determination of MHA's schedule of Utility Allowances, MHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of MHA's determination, and that if the Tenant does not agree with the determination, the tenant shall have the right to request a hearing under MHA's Grievance Procedure.

E. UNIT TRANSFERS: The MHA shall have the right to transfer the Tenant and Household Members to an alternate MHA unit whenever the MHA determines:

- i. The size of the Dwelling Unit is no longer appropriate for the Household composition;
- ii. Transfer is necessary to protect the health or safety of a Household Member or another MHA Tenant.
- iii. The special features of the Dwelling Unit are required by a qualifying tenant, and neither Tenant nor any Household Member is disabled.
- iv. Tenant or a Household Member needs to live in a unit with special features (e.g., handicap access) and the Dwelling Unit is not reasonably suited for such use or cannot be reasonably modified for such use.
- v. A transfer is necessary so that the MHA may repair, retrofit, replace or modify the Dwelling Unit.

- vi. A court-ordered Stipulated Agreement is executed or the Tenant enters into a written settlement agreement to effect such transfer.
- vii. Other good cause as defined in the ACOP.

Tenant further agrees to accept and execute a new Lease for the alternate Dwelling Unit.

The MHA will categorize a transfer based on priority in accordance with the criteria set forth in the ACOP. The household shall not be entitled to any priority or preference to transfer to a new Dwelling Unit based on a change in household size.

Dwelling Unit Transfer Guidelines:

- a. **Timing and Notice:** The MHA notice of unit transfer will give a reasonable time, depending on the exigencies of the circumstances requiring the transfer. Failure to comply shall be considered a material breach of this Lease.

Generally, Tenant shall transfer within thirty (30) days of written notification by the MHA that an alternate unit is available. Upon receipt of the keys to the new unit, Tenant shall immediately transfer all personal property to the new unit and shall surrender possession of the old unit within three (3) days. Failure to comply with this provision shall constitute a material violation of this Lease.

- b. **Non-termination of Program Obligations:** If the Tenant transfers to another unit, this Lease shall terminate, provided that a new written Lease agreement is executed for the new Dwelling Unit.

By transferring Tenant to another unit, termination of this Lease and execution of a new lease for the alternate unit, Tenant's obligations under federal HUD regulations and the MHA Public Housing Program Rules, incorporated into each MHA Lease by reference, remain in continuous effect. MHA does not waive its right to terminate the new lease, to continue pending legal action or to otherwise evict the Household from the new unit based upon conduct in violation of Public Housing program rules or federal laws, occurring before the transfer during the term of this Lease.

- c. **Grievances and Complaints:** Tenant's right to a grievance hearing and the applicable procedure shall be indicated in the MHA notice of unit transfer.
- d. Except for priority transfers, Tenant must pay all monies owed to the Housing Authority or enter into a Stipulated Agreement to pay any unpaid balance prior to transferring to another managed housing unit or MHA housing program.

SECTION 4: TENANT OBLIGATIONS

Tenant agrees:

- A. Tenant must be able to comply with the Lease provisions and Tenant's obligations under this Lease. If during the term of this Lease, Tenant, by reason of physical or mental disability is no longer able to comply with the provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the

Lease, and MHA cannot make reasonable accommodation that would enable Tenant to comply with the Lease, then this Lease will terminate.

- B. To abide by all necessary and reasonable rules and regulations promulgated by MHA that are incorporated herein by this reference, as well as all rules, regulations, and ordinances promulgated by HUD or the State of California for the benefit and well-being of MHA and MHA's tenants, which shall be posted for review at MHA offices. Tenant must also comply with all obligations imposed upon tenants by applicable provisions of building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. Tenant and any Household Member shall not assign this Lease, or sublet or transfer possession of the Dwelling Unit or any portion thereof. Tenant and any Household Member shall not provide accommodations for boarders or lodgers.

Tenant shall not allow any other person or persons, including Guest or visitors, or other person otherwise under the control of the Tenant, to reside or to stay as a Guest in the Dwelling Unit during the Tenant's absence.

Tenant and Household Members shall not permit anyone other than a Household Member listed in Section 1 to stay at the Dwelling Unit for more than thirteen (13) days in any thirty-day (30) period, or twenty-eight (28) days in any twelve (12) month period, cumulatively, without the prior written permission of the MHA. Tenant shall notify the MHA of any Guests who have stayed at the Residence for ten (10) days or more.

Tenant, and Household Members, shall not have at the Dwelling Unit or housing development, any Guest, or Other Person Under the Tenant's Control, who is a registered sex offender or who has been convicted of the manufacture or production of methamphetamines, unless Tenant notifies the MHA at least one business day in advance of the arrival of the Guest, or Other Person Under the Tenant's Control, onto MHA property or to the Dwelling Unit. Notice to MHA of unanticipated visitors subject to this provision shall be given within twenty-four (24) hours of arrival at the Dwelling Unit. In giving notice, the Tenant or Household Member must contact the manager for the Development, and must provide the MHA with the full name of the Guest or Other Person Under the Tenant's Control, and information sufficient for the MHA to take reasonable precautions to protect other Tenants, employees, and other persons on and near the development property, including providing information regarding the underlying basis for the Guest, or Other Person Under the Tenant's Control, being a registered sex offender or convicted for methamphetamine criminal activity. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for termination of the tenancy and eviction.

The term "Guest" as used throughout this Lease is defined as a person temporarily staying in the Dwelling Unit with the consent of the Tenant or a Household Member. The term "Other Person Under the Tenant's Control" as used throughout this Lease shall mean a person other than a Guest who enters the Dwelling Unit or the housing development at the invitation of Tenant or a Household Member.

- D. Tenant shall use reasonable care to keep his/her unit in a clean and safe condition and shall use the Dwelling Unit, together with all electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevator and other facilities, appliances and appurtenances, in the manner for which they were intended to be used. Tenant shall refrain from, and cause his/her household and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or project. Tenant shall promptly notify MHA of any need

for repairs to his/her Dwelling Unit or the electric, plumbing, sanitary, heating, ventilating, smoke detector or other systems or appliances supplied by MHA or of any unsafe conditions in the common areas or grounds surrounding the unit that may lead to damage or injury.

- E. To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner into the receptacles and trash bins provided by the MHA. Tenant, Household Members, Guests, and Other Persons Under the Tenant's Control, shall refrain from dumping, littering or leaving trash or debris in and around the Residence or Development. MHA is not responsible for the removal of improperly disposed trash. Tenants who dispose of waste on curbsides or in any other manner outside of the MHA provided receptacles will be billed for all fees associated with the removal of such trash.
- F. To act and cause household members or guest to act in a manner which shall not disturb other Tenants and/or neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the complex and/or neighborhood in a decent, safe and sanitary condition. Tenant agrees not to cause, support, permit or maintain any nuisance in or about any part of the Dwelling Unit or housing development. Tenant, Guests, and Other Persons Under the Tenant's Control shall not engage in, or permit, any loud or offensive conduct in the Dwelling Unit or on the Development property.
- G. Ensure household complies with housekeeping rules and maintains standards as outlined in the Housekeeping Standards addendum, including refraining from theft of, borrowing" or tampering with utilities and creating/maintaining any hazardous conditions in or about the Dwelling Unit or development. Tenant agrees not to commit waste or to allow waste to be committed upon the premises.
- H. Tenant shall ensure that no Household Member, guest or other person under Tenant's control engages in any alcohol abuse that affects the health, safety or right to peaceful enjoyment of the premises by other Tenants, MHA employees or agents. Consumption of alcoholic beverages in public areas of the Development is strictly prohibited.
- I. To refrain from interfering with the job responsibilities of or in any way threatening MHA employees, authorized vendors, service personnel or representatives of the MHA.
- J. Not to change or add any lock or device on any door or window of the Dwelling Unit without the prior written consent of the MHA. To provide the MHA with keys to such lock or device within 48 hours in the event of such installation. Once installed, an approved lock may not be removed even when the Dwelling Unit is vacated. Tenant and Household Members shall not give Dwelling Unit door/gate keys, which are the exclusive property of the MHA, to any other person without the prior written consent of the MHA. Tenant shall pay for the entire cost of all key and lock replacement in the event that any door/gate keys to the Dwelling Unit are lost. Tenant and Household Members shall return all keys to the MHA when the Dwelling Unit is vacated and to pay for the cost of new locks and keys if all keys are not returned. Tenant and Household Members shall close and lock doors when entering or leaving the building or grounds. Tenant shall use keys to enter the building and to ensure that Tenant, Household Members or guests do not lock themselves out of the Dwelling Unit. If the MHA must assist any Tenant or Household Member in unlocking the Dwelling Unit, the MHA shall assess a fee and may require Tenant to hire a professional locksmith.
- K. Not to keep or permit any household member or guest to keep any dog, cat, or any other animal on the premises unless the Tenant has registered the animal and complied with MHA Pet Policy (Addendum C). Tenant and Household Members shall not allow any pet, dog, cat, or other animal in or around the Dwelling Unit, or anywhere on MHA property, even temporarily or with a visiting guest, without MHA's prior

written consent, except for those which are certified and trained auxiliary animals for disabled persons. Tenants housing an authorized pet must comply with the pet rules and regulations (see Pet Policy Addendum). Qualified tenants housing animals that are certified and trained auxiliary animals shall abide by all the regulations of MHA respecting the care and control of such animals.

- L. Tenants shall perform routine maintenance tasks where performance of such tasks by Tenants of Dwelling Units of a similar design and construction is customary. MHA shall exempt Tenants who are unable to perform such tasks because of age and disability. Where the Tenant fails to perform such routine tasks and MHA staff is required to perform the task(s) the Tenant will be charged the standard maintenance cost for time and material.
- M. Not to make any repairs or alterations without the prior written consent of MHA. The use of nails, screws, or other fasteners in any part of the Dwelling Unit shall be done in a manner that does not damage the walls and the placing of any decals or any other adhesive backed material on the walls, cabinets, refrigeration, ranges, plumbing fixtures or other equipment owned by MHA shall be done in a manner that will not damage the property and will allow for easy removal. Tenant agrees not to permanently affix anything to floors.
- N. Tenant agrees not to store personal property including, but not limited to non-operational vehicles, trailers, boats, etc., in the common areas of the development or in any assigned or posted parking areas. Personal property shall not be stored outside the Dwelling Unit at any time without the prior written approval of the MHA. The MHA shall not be responsible for any loss or damage to personal property stored outside the Dwelling Unit.
- O. Not to display on or about the Dwelling Unit or Development any signs or advertisements of any kind including but not limited to signs for goods or services. This excludes political signs.
- P. To comply with MHA's non-smoking policy, which is attached hereto as Attachment J. The Tenant's complex has been designated as a Non-Smoking Area. A Non-Smoking Area means that smoking is prohibited by Tenant and his or her guests (i) in all units (ii) in all interior common areas of MHA property; within 20 feet of any MHA building opening, including but not limited to, entrance, exit, window and vent; and (iv) within 20 feet of any area primarily used by children.
- Q. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant's household or Tenant's guest. When MHA determines that needed repair or maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

Maintenance charges assessed under this section shall not be due and collectible until thirty days after MHA gives written notice of the charges. The Tenant shall have the right to request a hearing under MHA's grievance procedure if they disagree with the charges.

- R. To comply with MHA's Parking Policy, which is attached hereto as Attachment H and is in the ACOP.
- S. To comply with Community Services and Self Sufficiency Requirements of this Lease.

T. To act in a cooperative manner with neighbors, MHA staff, and MHA agents.

W. To refrain from, and cause members of Tenant's household or guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors, MHA staff, MHA agents / service providers, or law enforcement or emergency response personnel.

SECTION 5: MHA OBLIGATIONS

MHA agrees:

- A. To maintain the building, common areas, and grounds of the project of apartment building in a decent, safe and sanitary condition and in compliance with the requirements of applicable building codes, housing codes, and regulations of HUD. MHA shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and elevator facilities and all appliances supplied by MHA pursuant to this Lease.
- B. To make necessary repairs to the Dwelling Unit or any appurtenances thereto within a reasonable time at the cost and expense of MHA. If the Tenant, Tenant's household, or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant. Said charges will be due and payable the first of the month following billing.
- C. In the event that the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, and Tenant shall have immediately notified MHA of such damage, MHA shall be responsible for repair of the Dwelling Unit within a reasonable time; provided, that if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant. When necessary repairs cannot be made within a reasonable time, MHA shall offer temporary accommodations to Tenant. If the Tenant remains in the unit. If the damage was not caused by Tenant, Tenants household or guests, the rent of the premises shall be abated in proportion to the seriousness of the damage and the loss in cause of the unit as a dwelling, beginning 72 hours from the time at which Tenant gave notice to MHA and continuing until the damage is substantially repaired or Tenant is offered alternative accommodations. The rent shall not abate if Tenant rejects reasonable accommodations.
- D. To provide and maintain appropriate receptacles for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant. Golden Gate Village Tenants will be supplied with one 32 gallon garbage container. If additional containers are required, the Tenant will be charged the rate MHA is charged by the provider.
- E. To provide reasonable accommodations, upon written request and verification as necessary, for Tenants with disabilities. Such requests by the Tenant may be made at any time during tenancy. Forms for making such requests are available at all project offices as well as the MHA main office.
- F. To assist victims of domestic violence in maintaining program compliance, including removing perpetrators from the household if he/she is part of the Leased household.
- G. To notify the Tenant of the specific grounds for any proposed adverse action by MHA.

H. To abide by the rules and procedures adopted by its Board of Commissioners and Department of Housing and Urban Development.

I. When MHA is required to afford Tenant the opportunity for a hearing under the MHA Grievance Procedures for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform the tenant of the right to request such hearing.

SECTION 6: ILLEGAL ACTIVITY

In an effort to make public housing communities safer, the MHA has implemented a “zero tolerance” policy towards the commission of criminal activities. Tenant agrees that the MHA may terminate this Lease if any Tenant, Household Member, guest, or other person under Tenant’s control, whether a minor or an adult, engages in criminal activity or drug-related activity. Unless the Tenant can prove otherwise, it shall be presumed that any individual who engages in any drug-related, or other criminal activity, and who is listed on the Lease as a member of Tenant’s household, resides with Tenant.

A. CRIMINAL, VIOLENT AND DRUG RELATED ACTIVITIES

1. **CRIMINAL ACTIVITY:** Tenant shall not engage in, and shall assure and ensure that no Household Member, Guest or Other Person Under the Tenant’s Control engages in, any criminal activity on or off MHA owned property. As used in this Lease, the term “criminal activity” shall mean a violation of State or Federal law, including but not limited to criminal activity which threatens the health or safety of any MHA Tenant, employee or contractor of the MHA, any member of any law enforcement agency, or any member of the public who is on or near MHA property, or that threatens the right of any MHA Tenant, guest or neighbor in the immediate vicinity to the peaceful and quiet enjoyment of their residence. Tenant shall be held responsible for any criminal activity of a Household Member, Guest or Other Person Under the Tenant’s Control.
2. **DRUG-RELATED CRIMINAL ACTIVITY:** Tenant shall not engage in, and shall assure and ensure that no Household Member, Guest or Other Person Under the Tenant’s Control engages in, drug-related criminal activity on or off MHA property. For purposes of this Section, “drug-related criminal activity” includes the illegal use, manufacture, sale, possession or distribution of a controlled substance in violation of State or Federal law. Tenant shall be held responsible for any drug-related criminal activity of a Household Member, guest or other person under Tenant’s control.
3. **VIOLENT CRIMINAL ACTIVITY:** Tenant shall not engage in, and shall assure and ensure that no Household Member, Guest or Other Person Under the Tenant’s Control engages in, violent criminal activity on or off MHA property. For purposes of this Section, “violent criminal activity” includes, but is not limited to, any conduct which is calculated to injure or threaten with injury, batter, harass, abuse, intimidate or to instill fear of physical harm in another person, including acts involving brandishing of any object as a weapon, domestic violence and sexually motivated crimes. Tenant shall be held responsible for any violent criminal activity of a Household Member, guest or other person under Tenant’s control.

B. PROHIBITION ON ILLEGAL FIREARMS AND OTHER ILLEGAL WEAPONS

1. Ownership, possession, transportation or use of any illegal firearm or illegal weapon on or off MHA property is strictly prohibited. Unlawful use of a firearm or weapon on or off MHA property is strictly prohibited. Violation of this provision by Tenant, any Household Member, Guest or Other Person Under the Tenant's Control, shall be grounds for immediate Lease termination and eviction. The term "firearm" is defined broadly and shall include but not be limited to all pistols, revolvers, other handguns, rifles, shotguns, automatic and semiautomatic guns, and any other instrument that expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air guns and spring action guns. The term "illegal weapon" shall include but not be limited to all blackjacks, nun chucks, metal knuckles, stun guns and knives.
2. Possession of fireworks, or explosives, of any kind in or around the Dwelling Unit, the Development, or MHA property is strictly prohibited. Violation of this provision by Tenant, any Household Member, Guest or Other Person under the Tenant's Control, shall be grounds for immediate Lease termination and eviction.

C. **HATE CRIMES:** Engaging in conduct or any activities that could be construed as hate-based incidents, including racial, ethnic, religious, sex, sexual orientation, gender identification, disability, familial status, or age epithets involving any person on or near MHA property will not be tolerated. This provision also covers any hate-based graffiti caused by Tenants, Household Members, Guests and Other Persons Under the Tenant's Control on or near MHA Property.

D. PROHIBITION AGAINST CERTAIN CRIMINAL CONVICTIONS:

1. **METHAMPHETAMINE CONVICTION:** The MHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally or publicly assisted housing. Any person convicted of manufacturing or producing methamphetamines on the premises is ineligible to receive public housing assistance. The MHA shall deny assistance to applicants with such convictions and shall evict any Tenant who is already receiving assistance.
2. **REGISTERED SEX OFFENDER:** The MHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of a sexual criminal offense that is subject to the California Sex Offender Registration Program. Tenants who are evicted pursuant to this provision shall be permanently barred from readmission to public housing.
3. **FELONY CONVICTION OF PROGRAM PARTICIPANTS:** The MHA shall immediately terminate this Lease if it determines that any Household Member has been convicted of a crime considered a felony, under state or federal law, at any time while the family is receiving housing assistance under the MHA Public Housing program.

E. **FUGITIVE FELON OR PAROLE VIOLATOR:** The MHA shall terminate this Lease if it determines that any Household Member is fleeing to avoid prosecution or incarceration for a felony crime or for violating a condition of probation or parole imposed under Local, State or Federal law.

F. **FRAUDULENT INFORMATION:** Tenant and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. The MHA shall terminate this Lease if it determines that Tenant or any Household Member has submitted fraudulent information or committed fraud in

connection with the application process, or to secure or otherwise remain in Public Housing.

- G. MALICIOUS DAMAGE: Tenant, Household Members, Guests, and other Persons Under the Control of the Tenant shall not engage in any act of graffiti or vandalism, or other willful acts of damage, on or near MHA property.
- H. REPORTING OF ARRESTS OR SEARCH WARRANTS: As part of the effort to minimize criminal activity at MHA developments, any execution of search or arrest warrants at the Dwelling Unit, the arrest of any Tenant, Household Member or guest at the Dwelling Unit, or the arrest of Tenant or any Household member(s) taking place off the MHA property must be reported to MHA, in writing, within five (5) days of occurrence.

Compliance with the covenants and obligations of this Section are material conditions for continued occupancy of the Leased premises by the Tenant, and any breach of these covenants by Tenant shall be cause for termination of this Lease. If MHA believes, in good faith, that a breach of this covenant has occurred, it may terminate this tenancy without regard to whether or not any person (Tenant, Household Member, Guest or Other Person Under the Tenant's Control), whose conduct is at issue, has been arrested, charged, or convicted by law. It shall be MHA's duty, in any eviction proceedings, to prove by a preponderance of the evidence that a breach of this covenant has occurred.

Tenants who are evicted pursuant to this Section may be barred, in accord with federal law, from subsequent admission to other federally-subsidized public housing programs, including readmission to the MHA Public Housing program.

Special Conditions

In deciding to terminate a tenancy or to evict based on criminal activity, including but not limited to violent criminal activity, or drug related criminal activity the MHA may, **but is not required to**, consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of Household Members, and the effect the eviction would have on Household Members who did not engage in the prohibited activity. The MHA may, in its sole discretion (but is not obligated to), permit continued occupancy by non-offending Household Members. In any case in which the MHA permits continued occupancy by non-offending Household Members, the criminally offending Household Member(s), guest(s), or person(s) shall not reside at or visit the Dwelling Unit and shall not be invited to, or allowed upon, the Development.

Tenants are not entitled to any complaint process or any grievance hearing, including following MHA's service of a notice to quit, for conduct, inaction or actions, concerning or involving: any criminal activity which threatens the health safety or right to peaceful enjoyment of the premises of other Tenants or employees of MHA; any violent or drug-related criminal activity on or off of MHA property; or any criminal activity that resulted in felony conviction of a household member.

Tenants may be entitled to an expedited formal grievance hearing, scheduled pursuant to the MHA Grievance Procedures, following MHA's action or inaction, including the service of a notice to quit, concerning or involving illegal or criminal activity which is not any of the following: activity which threatens the health safety or right to peaceful enjoyment of the premises of other Tenants or employees of MHA; any violent or drug-related criminal activity on or off of MHA property; or any criminal activity that resulted in felony conviction of a household member.

SECTION 7: COMMUNITY SERVICES AND SELF-SUFFICIENCY REQUIREMENT

Each non-exempt adult Tenant must contribute eight (8) hours of community service each month in the community in which the Tenant's public housing project is located, or participate in an economic self-sufficiency program for 8 hours each month, or combine the performance of community service and an economic self-sufficiency program for a total of 8 hours per month.

The following Tenants are exempt from the requirement:

- Tenants 62 years of age or older; or
- Tenants who are employed; or
- Tenants who are blind; or
- Tenants who are disabled and unable to perform any type of community service; or
- Student Tenants who are 18 years old, a senior in high school and will graduate by their 19th birthday, or who are engaged in a full time educational program that is designed to assist the family member in securing employment at the end of the program; or
- Tenants who are participating in a welfare-to-work program, as verified by the welfare agency, or receiving assistance from, and are in compliance with, a state program funded under part A, Title IV of the Social Security Act.

Community Service is the performance of volunteer work or duties that are a public benefit, and that serve to improve the quality of life, enhance Tenant self-sufficiency, or increase Tenant self-responsibility in the community. Community service is not employment and may not include political activities.

Non-compliance: Failure to comply with the Community Services and Self Sufficiency Requirement is grounds for termination of this Lease. If during reexamination, a resident \ subject to the Community Services and Self Sufficiency Requirement is found to be non-compliant, then the resident and/or head of household shall sign an agreement with MHA to make up deficient hours over the next 12-month lease, or the Lease may be terminated.

SECTION 8: INSPECTIONS

Before the Tenant moves into the dwelling, the Program Manager and Tenant and/or Tenant's representative shall inspect the Dwelling Unit jointly and a written checklist shall be made regarding the condition of the Dwelling Unit and the equipment in it. This checklist will be signed by the Tenant or Tenant's representative and MHA representative. A signed copy will be retained in the Tenant's file.

The MHA, including its agents, shall, upon reasonable advance notification to the tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of MHA entry delivered to the dwelling unit at least 48 hours before such entry shall be considered reasonable advance notification.

MHA may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

If the Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, MHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the Dwelling Unit.

Notwithstanding the above, request for maintenance constitutes Tenant's permission to enter the Dwelling Unit without having to provide any written statement.

Prior to vacating the unit, the Tenant may request a pre-vacate inspection with MHA staff to determine what needs to be corrected in the unit to ensure there will be no damage charges.

When the Tenant vacates the unit, the Program Manager and Tenant or Tenant's representative will inspect the Dwelling Unit jointly and a written checklist shall be made regarding the condition of the unit. The Tenant will be given a copy of the inspection and a copy retained in the Tenant's file.

SECTION 9: NOTICES

Notice to a Tenant must be in writing, delivered to the Tenant or to any adult member of the household residing in the Dwelling Unit, or sent by prepaid first-class mail addressed to the Tenant. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. Notices sent through the mail will be considered served when deposited in a proper mail receptacle with the correct address and the postage prepaid.

Notice to MHA must be in writing, and either delivered to a program manager of the property where the Tenant resides or sent to MHA by prepaid, first class mail, and properly addressed.

SECTION 10: TERMINATION

BY TENANT: the Tenant may terminate this Lease at any time by giving thirty (30) days written notice. Tenant agrees to leave the Dwelling Unit clean and in good condition, reasonable wear and tear excepted, and return the keys promptly. The Tenant is responsible for the monthly rent until the keys are returned to the Program Manager. The Tenant may rescind his/her 30-Day Notice to Vacate at any time prior to the end of the thirty-day notice period.

BY MHA: This Lease may not be terminated, nor shall MHA refuse to renew the Lease, except for serious or repeated violations of material terms of the this Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section 4, above, or for other good cause. Such serious or repeated violation of terms **shall include but not be limited to:**

- A. The failure to pay rent when due or other payments when due;
- B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
- C. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- D. Misrepresentation of family income, assets, or composition;
- E. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;
- F. Serious or repeated damage to the dwelling unit, creation of hazards or conditions that threaten the unit, common areas, grounds, or parking areas of any project site, or health, safety, or peaceful enjoyment of people in or around the project site;
- G. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity;
- H. Non-compliance Community Services and Self Sufficiency Requirements of this Lease; and
- I. Weapons or illegal drugs seized in an MHA unit by a law enforcement officer.

MHA may evict the Tenant only by bringing a court action following service of a termination notice/Notice of Adverse Action. The phrase "Notice of Adverse Action" may be used interchangeably with "termination notice" or "eviction notice".

The length of the notice shall be as follows:

1. Fourteen (14) days in the case of failure to pay Rent.
2. Three (3) days when the health or safety of other Tenants, MHA employees or contractors, persons on or near MHA property, or neighbors residing in the immediate vicinity of MHA property or any member of law enforcement agency, is threatened; or if the Tenant, any Household Member, guest or other person under the control of a Household Member, has engaged in any illegal, drug-related or violent criminal activity; or if the Tenant, or any Household Member has been convicted of a felony; or if the Tenant or any Household Member has committed fraud.
3. Thirty (30) days in any other case, or such period as may be allowed by State or local law.

The termination notice shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as she/he may wish, and Tenant's right to examine MHA documents directly relevant to the termination or eviction.

When MHA is required to offer Tenant the opportunity for a grievance hearing concerning the termination notice, the notice shall also inform Tenant of the right to request such a hearing in accordance with MHA's Grievance Procedures and shall constitute adequate notice of proposed adverse action. When MHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if the termination notice under the California or Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

All disputes concerning the obligations of the Tenant or MHA shall (except as provided in 24 CFR § [966.51\(a\)\(2\)](#)) be resolved in accordance with the MHA Grievance Procedures.

Where MHA is not required to afford Tenant the opportunity for a grievance hearing based upon HUD's due process determination, the Notice of Adverse Action shall so state.

A termination notice/Notice of Adverse Action served pursuant to this Lease may be combined, or run concurrently, with any eviction notice required by state law.

The unintended receipt of money by the MHA from Tenant or Household Members after service of a notice of termination of Lease shall neither reinstate the Lease nor affect the notice, and the money will be returned to Tenant.

If the Tenant vacates the Dwelling Unit, or is absent from the premises for a period of twenty-one (21) consecutive days without prior written notice to, or without consent of, MHA, and otherwise evidences intent to abandon, MHA may deem the premises abandoned. When cause exists to believe that Tenant has abandoned the unit, this Lease will terminate, in accord with state law, upon posting of a Notice of Abandonment.

If the Tenant leaves any property on the premises after vacating or abandonment, Tenant shall be deemed to have abandoned the property and MHA may enter into the unit and dispose of the property if the value is less than \$300.00 as determined by MHA. If the value is more than \$300.00 MHA may hold such property for twenty-one days after the

termination of the Lease. MHA may then dispose of the property as necessary. In either case, MHA may assess the Tenant the cost of the removal and/or storage.

If the Dwelling Unit is damaged by fire or other casualty such as to be uninhabitable for any period in excess of thirty days, the Lease shall automatically terminate and Tenant must either accept alternative accommodations and enter into a new Lease or vacate the premises.

SECTION 11: COMPLAINTS OR GRIEVANCES

Complaints, grievances or appeals arising under this Lease shall be processed and resolved in accord with federal regulations, and pursuant to the Grievance Procedures of MHA, which is in effect at the time such complaint, grievance or appeal arises and which procedure is incorporated herein by addendum. A Tenant will only be afforded a grievance hearing where required by federal law and HUD regulation.

SECTION 12: GENERAL PROVISIONS

This Lease and any future adjustments of rent and/or household members, made in accordance with the provisions of this Lease, and the items incorporated herein by reference, evidence the entire agreement between MHA and Tenant.

Neither the MHA nor any of its employees has made any representations other than those contained in this Lease.

Except for rent changes, modifications and changes to the Lease may be made at any time by a written rider, dated and signed by both Tenant and the MHA. However, documents, rules and regulations incorporated herein by reference may be modified by MHA at any time, so long as MHA complies with the regulations of HUD that govern such modifications. Affected Tenants shall be given at least 30 days written notice of such modifications and an opportunity to make written comment.

Failure by a Tenant to accept a Lease revision is grounds for termination of tenancy.

The rights and remedies of MHA under this Lease shall not be exclusive of any other right or remedy provided by this Lease, or that allowed by law.

The MHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the MHA. The waiver by MHA of any breach or covenant of this Lease shall be limited to such particular instance and shall not operate or be deemed to be waiver of any breach of the same or any other covenant on the same or any other occasions. The failure of MHA to insist in any one or more instances upon strict performance of any of the covenants, terms, or conditions, or to exercise any options herein, shall not be considered a waiver or relinquishment for the future of the covenants, terms, conditions, or options but the same shall continue and remain in full force and effect. The receipt by MHA of rent, even with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach or any other breach. The ACOP is incorporated into this Lease by this reference.

MHA intends and believes that each provision in this Lease comports with all applicable local, state and federal laws and judicial decisions. However, if any of the provisions of this Lease shall, to any extent, be found by a court of law

to be to invalid or unenforceable, the remaining provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

MHA and Tenant shall bear its own attorney's fees with respect to any grievance or legal action arising out of any disputes under this Lease.

The Tenant understands and agrees that:

- The smoke alarm is not fire-detecting equipment, but a warning system of potential danger, activated by an atmosphere having smoke-like qualities. Said equipment is installed by MHA for the welfare and benefit of the Tenant without additional rent charge. The Tenant shall not attempt readjustments, shall not in any way physically modify any part of said system and shall not create a condition or situation which will prevent said system from properly functioning; and
- Tenant is aware of the LIMITATIONS OF SMOKE DETECTORS, in that smoke detectors have saved thousands of lives in the past and will save thousands more in the future. Nevertheless, smoke detectors have limitations. They may not provide early warning of fire developing on another level of a residence. A second floor detector, for example, may not detect a first floor fire. For this reason, detectors should be located at every level of a residence. Because residential fires develop in different ways and are often unpredictable in their growth, no fire detector is completely failsafe in sensing every fire in time. Detectors have sensing limitations. A smoke detector cannot be expected to provide warning against fires resulting from inadequate fire protection practices, smoking in bed, violent explosions, escaping gas, fires started by children left unsupervised, flammable cleaning solvents and other safety hazards.
- All smoke detectors in the Dwelling Unit will be maintained by Tenant in proper working order and tested monthly. Any malfunctions shall be reported immediately to the MHA. Tenant shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the Dwelling Unit or Development. Tenant shall not remove live batteries and shall replace batteries that are worn out. If the MHA finds that smoke detectors have been disconnected or have dead batteries, Tenant will receive one (1) warning letter. Additional violations may result in Lease termination.

SECTION 13: ATTACHMENTS TO THE LEASE

Tenant certifies that she/he has received a copy of the Lease and the following listed attachments to the Lease, and understands that these attachments are incorporated by reference and part of this Lease as if fully set forth herein.

- A. Megan's Law
- B. Lead Paint Disclosure
- C. Pet Policy (if applicable)
- D. One Strike Policy
- E. Grievance Procedures

- F. Housekeeping Standards Policy
- G. Physical Conditions Standards Policy
- H. Parking Policy (if applicable)
- I. Mold Addendum (if applicable)
- J. Non-smoking Policy

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read this Lease or had it read or explained, and that Tenant understands the Lease;
2. Tenant agrees to be bound by this Lease's and ACOP's provisions and conditions as written;
3. That Tenant has been informed that the Admissions and Continued Occupancy Policy ("ACOP") contains policies that govern the Public Housing Program, has been offered to review the ACOP, and has been informed it is available for review at MHA offices;
4. That all information Tenant has given to MHA is true and correct; and
5. That Tenant will occupy the unit as Tenant's sole residence as of the Effective Date.

TENANT(S) SIGNATURE(S):

_____ (Date)
 Print Name: _____

_____ (Date)
 Print Name: _____

_____ (Date)
 Print Name: _____

HOUSING AUTHORITY OF THE COUNTY OF MARIN

By: _____

Title:

_____ (Date)

Print Name: _____

ATTACHMENT A

Megan's Law

A new California law, [Assembly Bill 488 \(Nicole Parra\)](#), sponsored by the Attorney General now provides the public with Internet access to detailed information on registered sex offenders. Notice: Pursuant to [Section 290.46 of the Penal Code](#), information about specified **registered sex** offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. If you do not have internet access, You can call 1-900-463-0400 to learn if a person is a registered sex offender. To access the 900 line, the caller must be at least 18 years of age and not a registered sex offender. The cost is \$10 per call for inquires on up to two individuals. When making a phone inquiry, the caller first receives a recorded message providing instructions, information on restrictions and charges, and a notice to report any suspected criminal activity to the appropriate local authorities.

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

California's Megan's Law provides the public with certain information on the whereabouts of sex offenders so that members of our local communities may protect themselves and their children. Megan's Law is named after seven-year-old Megan Kanka, a New Jersey girl who was raped and killed by a known child molester who had moved across the street from the family without their knowledge. In the wake of the tragedy, the Kankas sought to have local communities warned about sex offenders in the area. All states now have a form of Megan's Law. The law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against an offender.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT B

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT C

Pet Policy

Section 526 of the "Quality Housing and Work Responsibility Act of 1998" (QHWRA) provides for the ownership of pets in federally-assisted rental housing "in accordance with applicable State and local public health regulations." Section 19901 of the California Health and Safety Code provides that, "Notwithstanding any other provision of law, no public agency which owns and operates rental housing accommodations shall prohibit the keeping of not more than two pets by the elderly in such rental housing accommodations."

Accordingly, it is the Policy of the Authority to allow pets under the circumstances provided below.

A tenant may have up to two animals and one fish aquarium. No dogs of any breed are allowed in public housing unless:

1. The tenant resides in an elderly/disabled development; or
2. The tenant is 62 years or older or disabled and living in a family development *and* requires supportive services as defined in California Health and Safety Code section 50685.5.

Definition

The term "Pets" is limited to the following domesticated, common household animals: cats, dogs, birds, fish, hamsters. Only one fish aquarium, which shall not exceed 25 gallons, may be kept. Dogs and cats must be spayed or neutered. The maximum weight for any dog, except service dogs, is 20 pounds.

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. A resident may only have one dog or one cat.

Dogs

Residents may only have one dog, with a maximum adult weight of 20 pounds. The dog must be housebroken, be spayed or neutered, have all required inoculations, and be licensed as specified now or in the future by State law and local ordinance.

Cats

Residents may have only one cat, to be kept indoors, which must be spayed or neutered, have all required inoculations, be trained to use a litter box or other waste receptacle, and be licensed as specified now or in the future by State law or local ordinance.

Birds

Residents may have only 2 birds, which must be enclosed in a cage at all times, except for brief exercise periods within the resident's unit. Large parrots and other such large birds are not allowed (due to probable noise and destruction or property problems).

Fish

The maximum aquarium size allowed is 25 gallons, which must be maintained on an approved stand.

Rodents

Only rabbits, guinea pigs, hamsters, or gerbils are allowed, and only a maximum of two. Care must be taken to avoid their reproducing. The animals must be enclosed in an acceptable cage at all times. They must have any or all inoculations as specified now or in the future by State law or local ordinance.

Turtles

Residents may have only 2 turtles, which must be enclosed in an acceptable cage or container at all times.

MHA does not allow pot-bellied pigs, iguanas, snakes, alligators, or any other animal not specifically listed above.

Application

Prior to housing any pet on premises owned and/or operated by the Housing Authority. A tenant shall apply to the MHA for a permit to do so. The application must be accompanied by the following:

1. A full pet deposit of \$200 per pet or fish aquarium. This deposit is refundable after the tenant disposes of the pet or aquarium or vacates and if MHA verifies that there are no expenses directly attributable to the presence of the pet. However, for expenses exceeding the deposited amount, the household shall be responsible to reimburse the PHA for those costs. The pet deposit does not apply to service animals.
2. A current dog license issued by the Marin Humane Society
3. Signed veterinarians' statement verifying that the animal is in good health, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered.
4. Evidence that the pet has received all current inoculations or boosters including parvovirus, distemper, hepatitis, leptospirosis, feline distemper, rhino tracheitis, calcivirus, and pneumonitis must be provided.
5. A signed statement from the Tenant acknowledging that he/she has received and read the Pet Rules and agrees to comply with them and accept any and all financial and personal liability associated with the personal pet ownership in the housing project.
6. A color picture of the pet, except for fish, must be provided both at the time of application and when the pet reaches adult size.

Approval of Pet Application

Once all of the conditions for application for pet ownership permit have been met, the Property Manager shall make a decision on the resident's application within five (5) working days. If approved, the resident will be informed in writing. The Property Manager may re-validate the pet ownership permit at each subsequent annual re-certification as long as the tenant continues to follow the guidelines established in this Pet Policy. Failure to re-validate the pet ownership permit shall result in the removal of the pet or termination of the Tenant's tenancy or both.

Refusal of Pet Application

MHA may refuse, subject to the Grievance Procedure and Pet Policy, to approve a pet application due to the following reasons:

1. The animal does not meet the definition of pet.
2. Tenant fails to provide complete application information required by the Pet Ownership Policy.

Revoking Pet Ownership

Maintaining a pet in a facility owned and/or operated by the Marin Housing Authority shall be subject to the rules set forth herein. The Tenant's pet ownership may be revoked at any time, subject to MHA's Grievance Procedure, due to any of the following reasons:

1. Management determines that the pet is not properly cared for
2. The pet presents a threat to the safety and security of other tenants, MHA employees, contractors and others on the premises.
3. The pet is destructive or causes an infestation.
4. The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, and sanitation.
5. Tenant fails to re-validate the pet ownership permit as required in the Pet Ownership Policy.

Rules

All tenants allowed to keep a pet shall comply with the following rules:

In the case of dogs, proof that the pet is currently licensed must be provided annually.

Evidence that the pet has received all current inoculations or boosters including rabies parvovirus, distemper, hepatitis, leptospirosis, feline distemper, rhino tracheitis, calcivirus, and pneumonitis must be provided annually.

No pet may be kept in violation of State law or local ordinances with respect to humane treatment or health.

If pets are left unattended for a period of ten (10) hours or longer, the Management may enter the dwelling unit to remove the pet. The Management will transfer the pet to the proper authorities, subject to the provisions of California State law and pertinent local ordinances. PHA accepts no responsibility for the animal under such circumstances.

No animal shall be kept, raised, or bred for any commercial purpose.

Dogs and cats must wear identification tags specifying resident's name and apartment number.

All pets shall remain inside the Tenant's dwelling unit. No animal shall be permitted in laundry rooms, hallways, community rooms, public restrooms, or other designated common areas unless to allow for ingress and egress to the building. Pets must be leashed or carried at all times while in elevator.

When taken outside the unit, dogs and cats must be kept on a leash, no longer than six (6) feet, controlled by a responsible individual. No animal may be leashed to any stationary object outside the Tenant's apartment.

Birds must be confined to a cage at all times.

Vicious and/or intimidating dogs or animals with a past history of attack or aggressive behavior towards other animals or people will not be allowed.

NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

If there are three verifiable nuisance complaints received with regard to any animal within a 36 month period, the owner will have two weeks to find another home for the animal. Failure to remove the pet will constitute a material breach of the lease and result in eviction of the family.

Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed (or scooped) not less than once a week and placed in a plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.

Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.

Tenants are responsible for cleaning up pet waste from their pet both inside and outside the dwelling unit and on facility grounds. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. At no time is pet waste washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes.

Tenants shall not alter their dwelling unit, patio, or unit area in order to create an enclosure for any pet. No doghouses, animal runs, etc. will be permitted.

Tenants are responsible for all damages caused by their pets including the cost of professional cleaning of carpets and/or fumigation of units.

PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

The following areas are designated no-pet areas:

- patios in high-rises
- the courtyard
- playgrounds
- lawns

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises. See Item 7. of the Pet Rules and Regulations addendum to the lease which provides:

All dogs must be kept on leashes when not in resident apartments and not allowed to waste on lawn or decks but escorted by leash to street gutters or the woods for this purpose. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the MHA

Guests may not bring pets (any type) onto the premises. No pet sitting will be allowed.

Animals that Assist the Disabled

1. Elderly/disabled tenants must still comply with all aspects of this Pet Policy
2. Dogs, which must be specifically trained and currently used to assist blind, deaf, or physically disabled individuals, may be allowed in units with an elderly/disabled individual. The tenant must submit documentation to the property office of each dog's training or certification for the purpose of assisting disabled individuals.
3. To determine that a dog may be allowed into family housing development, the head of household must provide a written certification, from a licensed medical doctor on a form provided by the PHA, that a member of the household has a disability and requires the assistance of an animal as either a service or companion animal.

Violation of Pet Policy

Violation of this Pet Policy may be grounds for removal of the pet or termination of the tenant's lease, or both.

1. Any pet not permitted under this policy shall be permanently removed from MHA property within 30 days, during which time any such animal may be surrendered to an animal shelter or otherwise permanently removed at the owner's expense.
2. If the pet is removed, either a receipt from an animal shelter or notarized letter from the new owner verifying that the pet resides at a new address will be required.
3. If the tenant refuses to permanently remove the pet, the lease termination process will be initiated in accordance with procedures set forth in the Rental Agreement and State law.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT D

**ONE STRIKE POLICY
ILLEGAL DRUG AND VIOLENT CRIMINAL BEHAVIOR**

The Marin Housing Authority (MHA) believes strongly that every household participating in any of our rental housing subsidy programs has the right to reside in an environment which is free of illegal drug and violent criminal behavior to the greatest extent possible. As well, it is MHA's position that every household receiving the benefit of a rental subsidy has an obligation to refrain from illegal activity, especially violent criminal behavior and drug-related criminal activity.

In light of the 2002 ruling in HUD v. Rucker, which establishes that Public Housing Authorities are permitted to evict tenants when they, their household members, or their guests are involved in illegal drug or violent activity, MHA has adopted a "One Strike" policy. This policy prohibits subsidized housing participants and Public Housing residents from engaging in illegal drug activity or violent criminal behavior.

Under the "One Strike" policy, you can lose your rental assistance and be terminated from the Public Housing or other MHA subsidized housing programs if:

- You or any member of your household (including minors) engage in illegal drug activity in or about your rental unit; or
- If you or any member of your household (including minors) engage in violent criminal behavior in or about your rental unit; or
- If you or any member of your household (including minors) engage in illegal drug activity away from your rental unit; or
- If you or any member of your household (including minors) engage in violent criminal behavior activity away from your rental unit; or
- If any guest of your household (including minors) engage in illegal drug activity in or about your rental unit; or
- If any guest of your household (including minors) engage in violent criminal behavior in or about your rental unit.

Participants and residents should also be informed that your housing assistance can be terminated if any household member demonstrates a pattern of alcohol abuse that negatively impacts the housing community or other residents

If you or any member of your household (including minors) suffers from an addiction to any drug or alcohol, you are encouraged to seek assistance. We will be happy to assist you, and any information you share will be kept confidential.

Certification: I have read this notice, and I have been given the opportunity to ask questions of the Housing Authority Staff. I understand that my rental housing and lease can be terminated the first time my household is found in violation of this policy.

I understand that the Housing Authority is not required to prove that there has been an arrest or conviction, only that it is more likely than not that the violation has occurred.

I understand that the Housing Authority must notify me in writing before terminating my assistance and that I have certain administrative and judicial rights before I can be evicted.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT E

GRIEVANCE PROCEDURES

I. Hearing Request By Tenants

Grievances or appeals concerning the obligations of the tenant or MHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of MHA which is in effect at the time such grievance or appeal arises.

II. Definitions Applicable to the Grievance Procedure: (§ 966.53)

A. Grievance: Any dispute a Tenant may have with respect to Marin Housing Authority (MHA) action or failure to act in accordance with the individual Tenant's lease or MHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.

B. Complainant: Any Tenant (as defined below) whose grievance is presented to MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.

C. Hearing Officer: A person selected in accordance with 24 CFR § 966.550 and this procedure to hear grievances and render a decision with respect thereto.

D. Tenant: The adult person (or persons other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

E. Resident Organization: An organization of residents, which also may include a recognized resident council and a Resident Management Corporation.

III. Applicability of this Grievance Procedure (966.51)

In accordance with the applicable Federal regulations (24 CFR § 966.50) this Grievance Procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

A. Because HUD has issued a due process determination that the unlawful detainer law of the State of California provide the basic elements of due process before an eviction from the dwelling unit can occur, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of MHA,
- (2) Any violent or drug-related criminal activity on or off MHA property; or
- (3) Any criminal activity that resulted in felony conviction of a household member. [966.51 (2)(i) (A) (B) and C))

B. The MHA Grievance Procedure shall not be applicable to disputes between Tenants not involving the MHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MHA's Board of Commissioners. [966.51 (b)]

This Grievance Procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this Grievance Procedure must provide for at least 30 days notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the Grievance Procedure. [966.52 (c)]

IV. Informal Settlement of a Grievance [966.54]

Any grievance must be presented, either orally or in writing, to the MHA Central Office or the Golden Gate Village Office **within fourteen (14) days** after the grievable event. Notwithstanding anything to the contrary, a grievance must be presented, either orally or in writing, to the MHA Central Office or the Golden Gate Village Office **within thirty (30) days** if the grievance request is in response to a 30-day termination notice.

MHA must schedule and participate in an informal grievance meeting within fourteen (14) days of receipt of a request for a grievance by a tenant, unless MHA and the party – or any counsel of the party – agrees to a postponement of such hearing for no more than 14 additional days, or due to reasons outside of MHA's control (such as unavailability of the tenant, a family member, a key witness, or counsel, the tenant's need for additional time to produce evidence, act of God, etc.). In scheduling an initial grievance meeting, MHA must offer at least two possible dates and times for such a meeting during normal business hours. If the tenant responds by letter or phone before the initial date offered for such a meeting that the dates offered conflict with work, medical treatment, educational classes, childcare responsibilities, or other important personal matters, MHA must make best efforts to communicate with the tenant and set up an alternative date for the meeting acceptable to both the tenant, MHA and any counsel of the party.

Grievances related to complaints about operational matters that are received by the MHA's Central Office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred **to the Executive Director, or their designee**.

As soon as the grievance is received, it will be reviewed by the management office of the development or to be certain that neither of the exclusions in paragraphs III.A. or III.B. above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to MHA's grievance procedure, with the reason.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within fourteen (14) days** to meet so the grievance may be discussed informally and settled without a hearing. At the Informal Hearing, the complainant will present the grievance to property management, MHA General Counsel, Deputy Director, or an MHA employee designated by the Deputy Director or General Counsel to hear the informal. The person hearing the informal will attempt to settle the grievance to the satisfaction of both parties.

Within fourteen (14) days following the informal discussion, MHA shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by

which a Formal Hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. [966.55 (a)]

V. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where the Tenant resides **no later than fourteen (14) days after the summary of the Informal Hearing is received.**

The written request shall specify:

The reasons for the grievance;

The action of relief sought from the Housing Authority; and

Three dates and times **in the following fourteen (14) days** when the complainant can attend a Grievance Hearing.

If the complainant requests a hearing in a timely manner, the MHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHA and the Hearing Officer, **but in no case later than fourteen (14) days** after MHA received the complainant's request.

If the complainant fails to request a hearing **within fourteen (14) days** after receiving the summary of the Informal Hearing, MHA's decision rendered at the Informal Hearing becomes final and the MHA is not obligated to offer the complainant a Formal Hearing unless the complainant can show good cause why he or she failed to proceed in accordance with this procedure. [966.55 (c) and (d)]

Failure to request a Grievance Hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966-54 (c)]

VI. Expedited Hearing Process for Criminal Activities Not Involving Violence, Drugs, or Risk to Health or Safety

These modified and expedited procedures apply when the MHA has served a notice to terminate tenancy or otherwise initiate eviction proceedings, which is based on criminal activity which is not activity which threatens the health safety or right to peaceful enjoyment of the premises of other Tenants or employees of MHA; any violent or drug-related criminal activity on or off of MHA property; or any criminal activity that resulted in felony conviction of a household member,

Informal Hearing: The request for an Informal Hearing must be made in writing **within seven (7) business days** of the date of service of the Housing Authority's termination notice. The hearing should be held at the earliest opportunity by the MHA. A summary of the meeting shall be prepared within a reasonable time and one copy given to the resident and one copy retained in the resident's file.

Formal Hearing: If the resident is not satisfied with the results of the Informal Hearing, the resident can submit a written request for a Formal Grievance Hearing **within fourteen (14) days** of the date of service of the Housing Authority's Informal Hearing results. The request must state the reason for the grievance and the action sought from

MHA. If the resident does not request a Formal Hearing within the timeframe specified in the Grievance Procedure, the decision of the Informal Hearing Officer becomes final, unless the resident can show good cause why s/he failed to request the Formal Hearing in accordance with the Grievance Procedure.

VII. Selecting the Hearing Officer [966.55 (b)(2)(ii)]

Formal Grievance Hearings must be conducted by an impartial person appointed by MHA, as described below:

- A. MHA shall nominate a slate of impartial persons to sit as Hearing Officers. Such persons **may** include MHA Board members, MHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

MHA will check with each nominee to determine whether there is an interest in serving as a hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest. Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

- B. A slate of potential Hearing Officers nominated by MHA shall be submitted to MHA's Resident organizations. Written comments from the organizations shall be considered by MHA before the nominees are appointed as Hearing Officers.
- C. When the comments from Resident Organizations have been received and considered, the Nominees will be informed that they are MHA's official Grievance Hearing Committee. MHA will subsequently contact committee members in random order to request their participation as Hearing Officers.

VIII. Escrow Deposit Required for a Hearing Involving Rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self sufficiency requirements. **In these cases only**, rent need not be escrowed.

IX. Scheduling Hearings [966.55 (f)]

When a complainant submits a timely request for a Formal Grievance Hearing, MHA will immediately contact a member of the Hearing Committee to schedule the hearing within fourteen (14) days on one of the dates and times indicated by the complainant. The complainant will be notified on a date and time for the hearing.

Once the hearing officer has agreed upon the hearing date and time, the complainant, the manager of the development in the complainant resides, and Hearing Officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested. The written notice will specify the time, place and procedures governing the hearing.

X. Procedures Governing the Hearing [966.56]

The hearing shall be held before a Hearing Officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any HA documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the Grievance Hearing.
- B. The right to appear at the hearing and to be represented by counselor other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf. The counselor other person chosen by the Complainant to be the Complainant's representative will only be permitted to appear on behalf of the Complainant if the Complainant is physically present at the hearing.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by MHA or Property Management, and to confront and cross examine all witnesses upon whose testimony or information the MHA or Property Management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. **[966-56 (b)]** The Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. **[966-56 (c)]**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHA must sustain the burden of justifying the action or failure to act against which the complaint is directed. **[966.56 (e)]**

The hearing shall be conducted informally by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. **[966.56 (f)]**

The Hearing Officer shall require MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. **[966.56 (h)]**

The complainant or MHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. **[966.56 (g)]**

MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the

Tenant is visually impaired, any notice to the Tenant which IS required under this procedure must be in an accessible format. **[966.56 (h)]**

If Hearing Officer fails to disqualify himself/herself as required in Section V.A, MHA will remove the Hearing Officer from the Hearing Committee, invalidate the results of the hearing and schedule a new hearing with a new hearing officer.

XI. Failure to Appear at the Hearing

If the complainant or MHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for **not to exceed five (5) business days**, or may make a determination that the party has waived has right to a hearing. **[966.56 (d)]**

The complainant must be physically present for a hearing. Legal counselor or other representative of the complainant may not appear at a hearing on behalf of Complainant unless complainant is physically present at the hearing.

Both the complainant and MHA shall be notified of the determination by the Hearing Officer; provided, that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest MHA's disposition of the grievance in court. **[966.56 (d)]**

XII. Decision of the Hearing Officer [966.57]

The Hearing Officer shall prepare a written decision, together with the reasons for the decision within fourteen (14) business days after the hearing. A copy of the decision shall be sent to the complainant and the MHA.

MHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.

XIII. Reasonable Accommodation in the Grievance Procedure

MHA will provide reasonable accommodation for a person with disabilities throughout the grievance process. This includes, but is not limited to, accommodating residents with disabilities by accepting grievances by mail or having MHA staff reduce an oral request to writing, providing accommodations in the hearing by providing qualified sign language interpreters, readers, and/or accessible locations.

XIV. Review Request from Applicants For Housing

Applicants who are determined ineligible, who do not meet MHA's admission standards, or where MHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an Informal Review.

Applicants must submit their request for an Informal Review to MHA **within fourteen (14) days** from the date of the notification of their ineligibility.

If the applicant requests an Informal Review, MHA will schedule a meeting **within fourteen (14)** days of receiving the request. MHA will notify the applicant of the place, date, and time. An impartial manager will conduct the informal meeting. The manager who conducts the meeting cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the meeting any documentation or evidence s/he wishes and the evidence along with the data compiled by MHA will be considered by the manager.

The manager will make a determination based upon the merits of the evidence presented by both sides. Within **fourteen (14) days** of the date of the review, the manager will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The Grievance Procedures for Public Housing tenants do not apply to MHA determinations that affect applicants.

XV. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to a family may not be terminated or denied while the MHA hearing process is pending, but assistance to an applicant may be delayed pending the outcome of the hearing.

INS Determination of Ineligibility

If family member claims to be an eligible immigrant and the INS SA VE system and manual search do not verify the claim, MHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give MHA a copy of the appeal and proof of mailing or MHA may proceed to deny or terminate. The time period to request an appeal may be extended by MHA for good cause.

The request for a MHA hearing must be made within ten days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within **ten days** of receipt of that notice.

After receipt of a request for an Informal Hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members, the MHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, MHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

ATTACHMENT F

HOUSEKEEPING STANDARDS POLICY

In an effort to improve the livability and conditions of the apartments owned and managed by MHA, uniform standards for resident housekeeping have been developed for all tenant families. Tenants are responsible and agree to maintain their rental unit in a decent, safe, sanitary manner in order to live in their home safely. The rental unit and its rooms shall be used as designed and intended to be used for human habitation for living, sleeping, cooking, and dining purposes.

The standards that follow will be applied fairly and uniformly to all Tenants.

MHA will inspect each unit at least annually. Inspections will help address residents' excess acquisition and clutter, monitor, and manage habitability standards. The rental unit is subject to periodic inspections, and whenever MHA staff enters, the condition of the unit may be documented and pictures may be taken.

Upon completion of an inspection MHA will notify Tenant in writing if he/she fails to comply with the standards. MHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction.**

Housekeeping Standards: Inside the Apartment

General—

- (1) Walls: should be clean, dry, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Excess acquisition of boxes, furniture, belongings that overfill the capacity of the rental unit as designed and intended to be used for habitation.
- (11) No obstruction of walkways, pathways, doors, doorways, or windows.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.

- Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
 - (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (6) Food storage areas: should be neat and clean without spilled food.
 - (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.
 - (8) No blocked or obstructed ovens/stovetops.

Bathroom--

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

Storage Areas--

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

Housekeeping Standards: Outside the Apartment

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- (11) Community rooms:
 - a. Tenant must clean up room after use and ensure there is no damage by Tenant and Tenant's guest(s) to the community room and its contents;
 - b. Tenant cannot modify fixtures without prior written consent of MHA; and
 - c. Tenant must turn off all electronics and appliances after use.

In addition to above, Tenant also agrees to keep clean and clear access for daily use of the refrigerator, stove, sinks, toilets, counters, tub, and shower as intended to be used to perform ones activities of daily living; to keep clear pathways throughout the rental unit in order to walk through and use the living room, bedroom(s), kitchen, bathroom(s), closets, and pantry; to keep all doorways clear to provide walkthrough passage for ease of entry and

exit; to keep all windows clear to demonstrate opening for ventilation and emergency exit; to limit their outdoor patio and publicly exposed space to outdoor plants and patio furniture; to keep their front doorstep clear and free of furnishings and storage. Tenant agrees to work cooperatively with MHA to promote residents ability to manage and maintain their rental unit.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT G

Physical Conditions Standards Policy

HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in §5.701(a), mortgagors of housing described in §5.701(b), and PHAs and other entities approved by HUD owning housing described in §5.701(c), must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair. These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations.

Site. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.

Building Exterior. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.

Building Systems. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.

Dwelling Units. (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.

(2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities).

(3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition usable in privacy, and adequate for personal hygiene and the disposal of human waste.

(4) The dwelling unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the unit.

Common Areas. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.

Health and Safety Concerns. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies. The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35).

Compliance with State and local codes. The physical condition standards in this section do not supersede or preempt State and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT H

Parking Policy for MHA Properties



Permit Parking Only – Assigned Spaces

One (1) MHA assigned parking space and permit will be assigned to each household subject to availability and pursuant to the procedures described below. Resident and visitor parking without a valid MHA permit being displayed in the vehicle is prohibited in MHA parking lots. Disabled Parking stalls may only be utilized by vehicles displaying a valid California disabled parking placard.

PLEASE BE ADVISED THAT YOU PARK ON MHA PROPERTY AT YOUR OWN RISK. MHA IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO VEHICLES AND VEHICLE'S CONTENTS ON MHA PROPERTY.

Accommodations

Residents who require a reserved accessible parking space must apply for a reasonable accommodation through MHA. Requests for reasonable accommodations by residents with a disability shall be processed in accordance with applicable law and MHA's reasonable accommodation policies in the ACOP.

Exceptions

Parking stalls in the 100 parking lot of Drake Avenue, labeled "Staff," are reserved for business use between the hours of 9:00 am and 9:00 pm, Monday through Friday, excepting legal holidays. Residents may not use stalls designated for "Staff" during these times, and vehicles parked there in violation of this section are subject to tow by the Housing Authority.

Authorized vehicles, owned and operated by the Marin Housing Authority or any other public agency, while being used for official business, shall be exempt from the restrictions of this parking policy.

Vehicle Registration and Permits

Residents must register their vehicle with an MHA office to obtain a parking permit and park in MHA parking lots, even if a vehicle is parked temporarily and the owner of the vehicle is sitting and/or standing around the vehicle. Parking permits must be affixed in the permitted vehicle's rear window and be displayed at all times. Parking permits are not transferable, and are issued only to those vehicles used in routine or normal transportation. Trailers, boats, buses, motor homes, campers, or recreational vehicles not used in routine or normal transportation cannot be parked or stored in MHA parking lots. Residents will be required to renew their vehicle's permit registration with current, required documents at every Annual Re-Certification as well as upon request from the Marin Housing Authority. To register a vehicle residents must supply to MHA:

1. A valid California drivers license of a person who is on the lease of the household applying for a permit;
2. A current vehicle registration, which has the name and MHA address of the person applying for the permit; and
3. Proof of the minimum, state-mandated insurance in the name of the MHA resident applying for the permit.

For avoidance of doubt, any vehicle parked / standing in an MHA parking stall must have a valid MHA permit displayed on the vehicle's rear window, even if someone is sitting or standing around the vehicle, and/or the vehicle is idling.

Repairs and Washing

Major vehicle repairs and washing vehicles on MHA property is strictly prohibited under all circumstances. MHA's parking policy limits repairs to those of a minor nature which can be completed in thirty minutes or less, including changing a tire, basic tune-ups, recharging a battery, changing a light bulb or similar activities. Prohibited repairs include, but are not limited to, engine removal, transmission removal, fluid changes (e.g., oil changes), rear end work or major body work. Under no circumstances shall a vehicle that constitutes a hazard be left unattended. In such cases, MHA may have the vehicle tagged and/or removed.

Illegally Parked Vehicles

Pursuant to California State Vehicle Code 21113 and most recent Resolution adopted by the MHA Board, law enforcement is authorized by cite any persons violating this parking policy. Any person who violates the provisions of this policy shall be guilty of an infraction, punishable by a fine based on the current county schedule.

Removal of Vehicles from MHA Parking Lots

Non-operational vehicles located anywhere on public housing property are subject to removal by local law enforcement per Sections 22651, 22669 or other California State Vehicle Code sections that allow or require their removal. Additionally, per California Vehicle Code section 22658, MHA may remove vehicles not in conformance with MHA Parking Policy standards, vehicles posing a threat or safety hazard, vehicles creating obstructions, and for other reasons deemed necessary by MHA. The cost for such removal will be the sole responsibility of the vehicle owner. Vehicles are illegally parked in a parking lot and subject to being cited and/or towed if the vehicle is:

1. Obstructing access and egress from parking lots;
2. Parked on the sidewalk, parking strip, grass area, common areas, a fire lane or a load/unload zone;
3. Not registered with MHA pursuant to this policy;
4. Not validly registered with the Department of Motor Vehicles or insured;
5. Displaying expired tabs;
6. Parked in a disabled stall without a California State disabled placard;
7. Inoperable (defined as a vehicle which lacks an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment necessary to operate safely);
8. A hazard or a nuisance;
9. Blocking fire lanes or emergency exits;
10. Parked alongside a curb that is painted red;
11. Being used for storage; or
12. Abandoned.

MHA parking lots are monitored for parking violations. Vehicles parked in parking lots without a proper permit may be towed, without notice or warning, at the vehicle owner's expense.

Individual residents **do not** have the right to tow cars. However, residents may call the local law enforcement authority to report unpermitted or illegally parked vehicles in MHA parking lots. Additionally, residents who find an unpermitted

or illegally vehicle parked in an MHA parking lot should contact the Property Manager and provide the vehicles location, make, model, color, and license plate number.

Repeated Violations

Permission to park on MHA property may be revoked for any violation of this policy. Additionally, parking permits may be revoked from residents who attempt to transfer their parking permit to unauthorized vehicles. Failure to comply with MHA’s rules and regulations, including this policy, is a violation of the Dwelling Lease and cause for termination of the resident’s tenancy.

Parking Availability

MHA provides parking as a benefit to its residents. It does not guarantee that parking spaces currently available for resident parking will always be available. In the event an MHA parking lot or spaces in a parking lot become unavailable for any reason, either temporarily or permanently, MHA will not provide alternate offsite parking.

MHA is not responsible for lost, stolen, or misplaced parking permits. Replacement parking permits may be purchased from MHA for \$10 each.

Tenant Signature:_____Date:_____

Tenant Signature:_____Date:_____

ATTACHMENT I

MOLD NOTIFICATION ADDENDUM

Marin Housing Authority (MHA) endeavors to preserve and promote quality of life for tenants. MHA asserts that we and/or our maintenance staff have inspected the unit prior to occupancy and knows of:

1. NO mildew or mold contamination;
2. NO wet or damp building materials that contribute to the formation of mildew or mold.

Tenant recognizes that mold and mildew can grow if the premises are not properly maintained by tenant. If moisture gathers within the unit, it may cause mold and mildew to accumulate and grow. If the tenant discovers the existence of mold or mildew on the premises, leaks or conditions under which moisture may gather, the tenant shall notify MHA promptly so that action may be taken. Tenant shall keep and maintain the unit and appurtenances in good and sanitary condition and repair during the term of this agreement and any renewal thereof, in order to retard and prevent the growth of mold or mildew. These responsibilities include, but are not limited to:

1. Tenant shall remove dirt or debris that may contribute to a mold infestation;
2. Tenant shall promptly report any occurrence of mold or mildew;
3. Tenant shall clean and dry all visible moisture on surfaces, including windows, walls, ceilings, floors, and furniture;
4. Tenant shall promptly notify MHA if air conditioning or heating systems experience any problems, refrain from blocking air conditioning and heating ducts, and use vents and fans during cooking, bathing and dishwashing;
5. Tenant shall promptly notify MHA of plumbing leaks, drips, water spills and overflows which permeate the walls, carpets, floors and other surfaces that may harbor the growth of mold or mildew;
6. Tenant agrees to open curtains/blinds to allow light into the unit;
7. Tenant agrees to hereby agrees to indemnify, defend and hold MHA harmless from any and all claims or assertions of every kind and nature which arise from tenant's or guest(s)' refusal or negligence to maintain the unit in a sanitary condition or comply with the terms of this Mold Addendum.

If tenant fails to comply with the terms of this Mold Addendum, it is a material breach of the Lease Agreement it is attached to. In the event there is a conflict between this Mold Addendum and the Lease Agreement, the terms of the Mold Addendum shall govern.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

ATTACHMENT J
Non-Smoking Policy

1. **Purpose.** The purpose of the non-smoking policy is to mitigate (i) the health and environmental risks in public housing that are associated with smoking; (ii) the increased maintenance, cleaning and rehabilitation costs from smoking; (iii) high costs of insurance for properties where smoking is permitted; and (iv) the increased risk of fire from smoking.
2. **Definition of Smoking.** The term “smoking” means engaging in an act that generates smoke, such as for example, but not limited to: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, a lighted cigarette of any kind or a lighted smoke inhalation device of any kind that generates smoke, or the act of lighting or igniting a pipe, a hookah pipe, a cigar, a cigarette or smoke inhalation device of any kind that generates smoke.

“Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, but excluding incense or similar products inhaled solely for olfactory purpose so long as the products do not contain tobacco or nicotine. The term “smoke” includes, but is not limited to, tobacco smoke and marijuana smoke.
3. **Non-Smoking Area.** A Non-Smoking Area means that smoking is prohibited by residents and their guests (i) in all units (ii) in all interior common areas of MHA property; (iii) within 20 feet of any MHA building opening, including but not limited to, entrance, exit, window and vent; and (iv) within 20 feet of any area primarily used by children. Residents that live in a designated Non-Smoking Area agree to and acknowledge the non-smoking policy when they sign their lease.
4. **Resident to Promote Non-Smoking Policy and to Alert MHA of Violations.** Resident shall inform resident’s guests of the non-smoking policy. Further, residents may give MHA a written statement of any incident where smoke is migrating into the resident’s unit from sources outside of the resident’s unit.
5. **MHA to Promote Non-Smoking Policy.** MHA will promote non-smoking policy by posting no-smoking signs at entrances and exits, in common areas and in conspicuous places adjoining the grounds of the Non-Smoking Area. MHA will also promote the non-smoking policy as appropriate in meetings and discussions with residents.
6. **MHA Not a Guarantor of Smoke-Free Environment.** MHA’s adoption of a non-smoking policy does not make MHA or any of its managing agents the guarantor of resident’s health or of the non-smoking condition of the resident’s unit and the common areas. However, MHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible.
7. **Effect of Breach and Right to Terminate Lease.** A violation of the non-smoking policy shall be considered a breach of the lease and shall give each party all of the rights contained in that lease. A material or continuing breach of the lease shall be a material breach of the lease and grounds for termination of the lease by MHA.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____