

Bdrm. Size: _____
Unit: _____
Project: _____

**HOUSING AUTHORITY OF THE CITY OF PUEBLO, COLORADO
 DWELLING LEASE**

I. PARTIES, DWELLING UNIT AND LEASING CLAUSE

A. Parties and Dwelling Unit

The Housing Authority of the City of Pueblo ("Housing Authority or PHA") hereby leases _____ the dwelling unit located at _____ in the City of Pueblo, County of Pueblo, State of Colorado, under the terms and conditions stated herein, and the Resident hereby accepts such leasing.

B. Household Members. Members of the household of the Resident who will reside in the premises are:

NAME	DATE OF BIRTH	SOC.SEC.NO.	RELATIONSHIP
«NAME2»	«DOB2»	«SSN2»	Son
«NAME3»	«DOB3»	«SSN3»	Son
«NAME4»	«DOB4»	«SSN4»	
«NAME5»	«DOB5»	«SSN5»	
«NAME6»	«DOB6»	«SSN6»	
«NAME7»	«DOB7»	«SSN7»	
«NAME8»	«DOB8»	«SSN8»	

C. Right to Use and Occupancy. The Resident shall have the right to exclusive use and occupancy of the leased premises. The PHA will provide reasonable accommodation for Residents with disabilities.

1. Premises must be used as the only private residence of the Tenant and the family member(s) named above. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities. [966.4 (d) (1 & 2)]
2. Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions,** and court awarded custody require the advance written approval of the PHA. Such approval will be granted only if the new family members pass the PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused [966.4(a)(2) & (d)(3)(i)]
3. Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section VI. [966.4(f)(3)]

D. Initial Period of Lease and Rent. The lease shall be for one year and begin on _____ and end at midnight on the last day of the same calendar month. The rent for initial period is \$ _____ payable on the first day of occupancy. This rent is based on a net annual income of \$ _____ as determined in accordance with approved Admission and Continued Occupancy policies.

II. RENT AND REDETERMINATION OF RENT AND DWELLING SIZE

A. Rent. Monthly rent of \$ _____ shall be due and payable in advance on the 1st day of each month beginning _____. **This rent includes a utility allowance of \$ _____.** This rent will remain in effect unless adjusted in accordance with the provisions of Section VII hereof.

Rent is due and payable on the first day of each month and shall be considered delinquent if not received by 4:30 p.m. on the 7th calendar day of the month. The Resident shall pay the full amount of rent and other charges then due, without deduction or offset for any amount which the Resident claims that the PHA owes to Resident, until any such amount of deduction or offset is approved by the PHA. All payments will be made by check or money order.

If this lease begins on a day other than the 1st day of the month, rent for the partial month shall be prorated according to the rent proration schedules of the PHA. Security deposit and prorated rent are due at the time of the signing of the lease, unless otherwise authorized by the Property Manager.

B. Redetermination of Rent. The Resident will furnish upon request accurate information to the PHA as to Family income from all sources, number of household members, employment, and family composition, for the PHA's use in determining whether the Resident's rent should be changed, and whether this dwelling size is still appropriate for the Resident's needs. All adult members of the Resident's household must accompany the head of household to the annual re-certification interview. The determination will be made in accordance with the current U.S. Department of Housing and Urban Development (HUD) requirements. The tenant must disclose to the PHA any information concerning family income, including but not limited to earnings, wages or unemployment compensation.

1. If the Resident does not furnish the information requested, or if the Resident has misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, a charge retroactive to the date the increase should have taken effect will be due and payable. Failure to furnish required information when requested or misrepresentation of the facts upon which the Resident's rent is based is a serious violation of the material terms of the lease and **is grounds for termination of this lease.**
2. The new rent charged as a result of the annual redetermination of rent will be effective on the date as established in the Admissions & Occupancy Policy. In the case of rent decreases, the adjustment will become effective the first of the following month. In the case of rent increases, the adjustment will become effective the first day of the second month. The Resident is entitled to file a grievance about redetermination of rent.

The Resident agrees to pay adjusted rents and back charges, if any, in accordance with the approved Schedule of Rents and Charges and to accept a "Notice of Rent Adjustment" delivered as prescribed in section VI.

3. Should the family composition no longer conform to the PHA's Occupancy Standards, the Resident will transfer to a dwelling unit of appropriate size after notification by the PHA that one is available. **(The unit may not be in the same complex).**



4. On an annual basis, each family not subject to minimum rent will be allowed to choose the type of rent they wish to pay. These options are: (1) Formula rent - Thirty percent (30%) of adjusted income, or (2) the Flat Rent established for the type, size and location of the assigned unit.
5. Rent will not be changed during the first year of this agreement, or between annual redetermination, unless during such period:
 - a. The calculated household rent is based on false or incomplete information supplied by the Resident during the application process.
 - b. It is found that an error was made at admission or re-examination. (The Resident will not be charged retroactively for errors made by the PHA).
 - c. If at regular redetermination it was impossible to verify the Resident's income, a temporary rent will be charged and the Resident must report to the PHA every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to the Resident's account and any underpayment will become due and payable.
 - d. If rent has been reduced for any reason, the Resident must report any and all changes in family income and composition within ten (10) days of such change, and rent will be adjusted in accordance with the current HUD regulations.
 - e. An increase as required by HUD.
 - f. The Resident can show a change in circumstances (such as loss of job, emergency, medical costs, etc.) or a decline in income which would justify a reduction in rent pursuant to HUD regulations.
 - g. The Resident is paying a "flat rent" and the Resident's income is reduced or the Resident is paying a formula rent in excess of the established "flat rent" and requests a change to the flat rent. Such changes may occur once annually.
 - h. Public Assistance to the Resident or household member commences or is terminated. Such change must be reported to the PHA within ten (10) days of its occurrence. **Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.** No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change.
 - i. There is a change in the Resident's family composition or income.
6. Increases in rent under this section, will be effective the first day of the second month following the date the change occurs.
7. Decreases in rent under this section, will be effective the first day of the second month following the PHA's verification of the reported change. Failure to report a decrease will not result in retroactive action.
8. No change will be made in rent until adequate verification to justify the change has been received by the PHA and written **Notice of Rent Adjustment** has been provided to the Resident.
9. **"Minimum Rent"**: The PHA has established a minimum rent of \$50.00 which includes the utility allowance. The minimum rent is subject to the following:
 - a. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing that is unable to pay because of financial hardship, which shall include:
 - o Loss of eligibility for or awaiting an eligibility determination for a Federal, State or local assistance program. This includes a family with a member who is an alien, lawfully admitted for permanent residence under the immigration and naturalization act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - o The family would not be evicted as a result of the implementation of the minimum rent;
 - o The income of the family has decreased because of changed circumstance, including loss of employment;
 - o A death in the family has occurred which affects the family circumstances;
 - o Other circumstances which may be decided by the PHA on a case by case basis.
 - b. All of the above must be proven by the Resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.
 - c. If a Resident requests a hardship exemption and presents data supporting request (**prior to the rent becoming delinquent**) under this section, and the PHA determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety (90) day period beginning on the date of the written request for exemption by the Resident. A Resident may not be evicted during the ninety (90) day period for non-payment of rent. In such a case, if the Resident thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the Resident from the minimum rent requirement for the ninety (90) day period.
 - d. This section does not prohibit the PHA from taking eviction action for other lease violations unrelated to financial hardship.

- C. Dwelling Size.** If the PHA determines, in its sole discretion, that the size of the dwelling unit is no longer appropriate to the Resident's needs, the Resident agrees to transfer to a dwelling unit of appropriate size based on family size and composition in accordance with rules as established by the PHA, and to execute an amendment to this lease (or a new lease) reflecting the transfer and any rental change or security deposit associated therewith. Resident families that are to be transferred will be given a fifteen (30) day notice, said time period to commence at the approximate time of delivery of the Notice of Transfer. The notices shall be given in accordance of section VI, D. of this lease.

III. PAYMENTS IN ADDITION TO RENT

A. Security Deposit.

1. The Resident agrees to pay \$ _____ as a Security Deposit. The Security Deposit is to be paid in full **prior to** occupancy.
2. After the Resident has vacated the dwelling unit and premises have been inspected by the PHA, the Security Deposit shall be refunded to the Resident, less any charges for:
 - a. Non-payment of rent. The Resident will be responsible for rent and damages to the unit, until the keys to the unit are turned in to the PHA, or PHA has secured possession of the dwelling unit.
 - b. Payment of all court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit unless the Resident prevails in such legal action.
 - c. The cost of non-routine cleaning or repair of the dwelling unit or its equipment (no charge is made for normal wear and tear).
 - d. The cost of keys not returned to the Management Office.
 - e. Fifteen (15) days rent if proper written notice is not given in accordance with section VI.
3. The balance of the Security Deposit after deductions will be refunded by mail to the forwarding address provided by the Resident, or to the last known address, within sixty (60) days after the Resident has vacated the dwelling unit. The Resident will receive a written, itemized list of all charges for the retention of any portion of the Security Deposit. If the PHA is unable to locate the Resident after sixty (60) days in order to return the balance of any refund, that balance shall be forfeited to the PHA. The Resident understands and agrees that it is his/her obligation to contact the PHA and inform the PHA of an address to which the PHA can mail the refund.
4. The Security Deposit may not be used to pay rent or other charges while the Resident is in occupancy.

B. Utilities

1. Where one or more utilities are provided by the PHA, the PHA will furnish a Utility Allowance, as provided in the current "Schedule of Utility Allowances" which is posted in the Management Office. If the consumption of utilities provided by the PHA (water and trash) exceeds the Utility Allowance the Resident shall be responsible for payment of a surcharge for the excess utility consumption. The surcharge for excess utility consumption will be due and payable 14 days after Management gives written notice to Tenant. Failure to pay charges on the due date **shall be considered a serious violation and grounds for termination of this lease.**



2. Where utilities are generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection (Resident purchased utilities, natural gas and/or electricity), the Resident will be provided with a utility allowance for payment of such utilities based on the "Schedule of Utility Allowances" posted in the Management Office. **It shall be considered a serious violation and grounds for termination of this lease** if utilities provided by an installation within the exclusive control of the Resident and supplied by a direct utility connection are shut-off for non-payment or reverted back to the name of the PHA. Residents will be given a fourteen (14) day notice if a utility connection is reverted back to the name of the PHA and will be given a three (3) day notice if utilities are shut off for non-payment. Any charges that the PHA pays to the direct utility installation when a utility is transferred back in to the name of the PHA will be due and payable 14 days after Management gives written notice to Tenant.
3. The PHA shall not be liable for failure to supply utility services for any cause whatsoever, unless the PHA acted intentionally or negligently in not supplying utility services.
4. Illegal tampering with utility metering devices **shall be considered a serious violation and grounds for termination of this lease**.
5. All utility deposits must be in the name of the Head of the Household.
6. The Resident agrees to maintain sufficient heat (65 degrees during cold weather) to prevent freezing of piped water. If for any reason the Resident is unable to maintain sufficient heat, he/ she shall immediately notify the PHA; if the Resident fails to notify the PHA the Resident will be responsible for all costs associated with the freezing of piped water. Failure to notify the PHA of frozen or damaged water pipes **is grounds for termination of this lease** pursuant to section VI.A.3.

C. Maintenance, Repair and Services

1. The Resident will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Resident Charges" posted in the Management Office. The exemption of the Resident's maintenance obligation for age or physical disability is expanded to cover age or any disability, not just a physical disability. CFR [966.4 (b) (2)]
2. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property by the Resident, or by a member of the Resident's household, or by a guest of the Resident.
3. Maintenance charges will be due and payable 14 days after Management gives written notice to Tenant. Failure to pay such charges on the date due **shall be considered a serious violation and grounds for termination of this lease** [966.4 (b) (4)].
4. Residents must report any maintenance deficiencies to the HAP management office immediately. If a maintenance deficiency is noted by a HAP employee, a request will be completed to have the work completed. All maintenance deficiencies must be called in immediately and corrected.

D. Late Charges

1. If any charges under this lease (including any portion thereof) are not received by 4:30 p.m. on the 7th calendar day of the month, the Resident agrees to pay a late charge of \$20.00. If a three day Demand Notice is issued, an additional charge of \$10.00 will be posted to the tenant's account. A fee of \$15.00 will be charged for any bad check issued with insufficient funds or drawn on a closed account, along with the \$20.00 late fee. Continued late payment of rent in excess of three (3) times in any consecutive twelve (12)-month period **shall be considered grounds for termination of this Lease**.
2. All payments will be made by check or money order at the Management Office. After receiving two returned checks, no further checks will be accepted.
3. Amounts due under this lease, other than rent, may be collected after the PHA gives the appropriate written notice. (See Termination of Lease section of this lease.)
4. Funds collected by the 7th calendar day of the month will first be distributed to any past due charges then to current rent.

IV. OTHER OBLIGATIONS OF THE PARTIES

A. Occupancy of the Dwelling Unit and Resident Obligations

The Resident agrees:

1. To use the dwelling primarily as a private dwelling for himself/herself and members of the Resident's family as listed in section I.B., and not to use or permit the use of the dwelling for any other purpose. The Resident must obtain written permission from the PHA to run a small profit making business from his/her residence. Management will determine if such activities are incidental to primary use of the leased unit for residence by members of the household.
2. Not assign, sublet, or transfer possession of the dwelling, nor to give accommodations to **boarders, lodgers, or other persons not listed as occupants in section I.B.**, except that the Resident may, with PHA written approval, give accommodation to foster children or a person providing live-in-aide, (a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who is determined to be essential to the care and well-being of the person(s); who is not obligated for support of the person(s); and who would not be living in the unit except to provide necessary supportive services) for a member of the household. Guests or visitors, (any person or persons present in a unit with the consent of a household member), are permitted for a period not to exceed a total of fourteen (14) cumulative days in any (12) month period, provided that the frequency of the guests or visitors is not deemed unreasonable by the PHA. The Resident must register the visitor/visitors, in writing, with the Management Office.
3. If the Resident has been offered an accessible unit and does not have disabilities requiring such unit, the Resident hereby agrees to move to a non-accessible unit upon request of the PHA.
4. To abide by such necessary and reasonable rules and regulations as may be set forth by PHA Management, for the benefit and well-being of the housing community and the Residents, and which shall be posted in the Management Office, delivered to the Resident, and incorporated by reference in this lease.
5. To comply with all obligations imposed upon Residents by applicable provisions of City, State and Federal codes. The PHA excludes from its Grievance Procedures evictions or terminations of residency based upon a Resident's creation or maintenance of a threat to the health or safety of other Residents or PHA employees pursuant to 24 CFR, Section 966.51 (1985).
6. To maintain the dwelling unit, premises, and equipment in a clean and sanitary condition; to meet and maintain HAP Housekeeping and Yard Maintenance Standards, to cooperate with the PHA in maintaining yards assigned to the Resident in a neat and orderly manner; to pick up and remove trash; to water and mow the lawn assigned to his/her unit (if required); and to dispose of garbage, rubbish and other waste in a sanitary and safe manner. Tenant shall refrain from, and cause members of Tenant's household or guest to refrain from littering or leaving trash and debris in common areas. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction. **If a resident fails to maintain their yard in accordance with HAP Yard Maintenance Standards, HAP may request the work be completed at the residents expense.**
7. To use only in a reasonable, lawful manner, appropriate to Residential living, all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and other appliances, including elevators, and to pay reasonable charges for repairs if so caused.
8. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, complex building, facilities, or common areas, and to pay reasonable charges for repairs if so caused.
9. To pay reasonable charges for repair of damage to the dwelling unit beyond normal wear and tear, as posted in the "Schedule of Resident Charges" in the Management Office, and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the repair/replacement, actual cost, less the amount paid by insurance.



10. To provide and replace smoke detector batteries where battery-operated smoke detectors and/or smoke detectors/carbon monoxide detectors are furnished; the PHA will test the detector in the presence of the Resident upon initial occupancy and again at annual inspection. The PHA will provide working batteries only at lease commencement. Failure to maintain smoke detectors/carbon monoxide detectors, removing batteries or damaging/removing the smoke detectors/carbon monoxide detectors will result in a \$25.00 fine or actual cost **and may result in eviction.**
11. Not to make any repairs or alterations or install any equipment without prior written consent of the PHA. Not to alter the dwelling unit in any manner, including, but not limited to, painting, installation of ceiling fan, permanently affixing decorations, or to install additional equipment or major appliances without the advanced written consent of PHA Management. To make no changes to locks or install new locks on exterior and interior doors without PHA's written approval.
12. To notify the PHA Maintenance office **immediately** of the need for repairs to this dwelling and any unsafe conditions on the dwelling unit or grounds which might lead to injury or damage.
13. To notify the PHA in advance and to make arrangements for the care of the dwelling unit if the Resident and the Resident's household plan to be away from the dwelling unit for more than seven (7) consecutive days.
14. Not to keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement which becomes an attachment to this lease, by reference, with payment of an additional deposit, as prescribed by PHA. Tenant shall refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit or PHA property except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal. Pets or other animals may not visit the premises at any time.
15. Residents who are disabled and have a qualified "service animal" are exempt from the security deposit and size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Residents who are disabled and have a qualified "companion" animal are exempt from the security deposit only. However, they are not exempt from the other requirements of the policy. **Failure to comply with animal maintenance and care requirements may result in eviction.**
16.
 - a. Not to keep or maintain any vehicle on the premises that is not in operating condition or is without a valid license plate. The Resident will receive a written notice posted on the vehicle to remove the vehicle within forty-eight (48) hours. If the vehicle is not removed, vehicle will be removed at the owner's expense.
 - b. Not to make repairs on cars, trucks and motorcycles on the PHA grounds.
 - c. Do not park vehicles in the yard or common areas (such as grass or rock areas) or on sidewalks or walkways.
 - d. Resident and guests are not allowed to use PHA supplied water to wash vehicles on PHA grounds.
17. To conduct himself/herself and to cause the Resident's household members and guests to conduct themselves in such a manner as not to disturb his/her neighbors' peaceful enjoyment of their accommodations or community facilities; to act in a cooperative manner with neighbors and PHA staff. Tenant shall 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 and PHA staff; to refrain from illegal or other activity which would impair the physical or social environment of the complex; and to act in such a way as to be conducive to maintaining the complex in a decent, safe, and sanitary condition. **Criminal activity, including but not limited to drug related criminal activity and gang activity, on or off the public housing premises are grounds for termination of tenancy.**
18.
 - a. Neither the Resident, nor any member of the Resident's household, nor a guest, nor any other person under the Resident's control shall engage in: (1) **Any criminal activity on or off the PHA's premises.** (2) Any alcohol related activity that threatens the health and safety or right to peaceful enjoyment of the PHA's public housing premises by other Residents or PHA employees: or (3) any gang activity or group of individuals who act in a manner which threaten the health and safety or right to peaceful enjoyment of the PHA's public housing premises by other Resident's or PHA employees: or (4) any drug-related criminal activity, on or off the PHA's premises. Any criminal activity in violation of the preceding statements **shall be cause for termination of tenancy.** Any criminal activity in violation of this term will be treated as "a serious violation of the material terms of the lease." **The Resident further agrees to report any criminal activity, gang activity and drug related activity to the Management Office of the PHA.** There will be zero tolerance for any criminal, gang, or drug related activity. Such activity will result in a three (3) day notice of termination. For purposes of this section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U. S. C. 802]).

"Criminal Activity" means any conduct prohibited by the Penal Code or by any statute of the State or by the United States for which a criminal penalty is prescribed by law: (1) Any criminal activity on or off the premises. (2) Any alcohol related activity that threatens the health and safety or right to peaceful enjoyment of the PHA's public housing premises by other Residents or PHA employees: or (3) any gang activity or group of individuals who act in a manner which threaten the health and safety or right to peaceful enjoyment of the PHA's public housing premises by other Resident's or PHA employees: or (4) any drug-related criminal activity, on or off the PHA's premises.

Any Resident who the PHA determines is illegally using a controlled substance, or whose illegal use of a controlled substance is determined by the PHA to interfere with the rights of other Residents **may have his/her tenancy terminated.** Any criminal activity is cause for termination of tenancy even in the absence of conviction or arrest.
 - b. Criminal activity directly relating to domestic violence, sexual assault, dating violence, or stalking shall not be considered cause for termination of the dwelling lease for any Resident or immediate member of the Resident's family who is a victim of domestic violence, sexual assault, dating violence, or stalking. A Resident claiming to be a victim of domestic violence, sexual assault, dating violence, or stalking will be required to submit to the PHA documentation of their status as a victim of domestic violence, sexual assault, dating violence, or stalking in accordance with PHA Violence Against Women Policy.
19. Not to consume any alcoholic beverage or use glass containers in the public areas at any of the PHA developments except when transporting them directly to a unit or removing them from the PHA premises.

THE EXTENSION ACT OF 1996 (At the discretion of the Housing Authority of the City of Pueblo)

Neither the Resident nor any member of the Resident's household, a guest, or other person under the Resident's control may interfere with the health, safety, or peaceful enjoyment of the property due to the abuse of alcohol.
20. To assure that all minor children are off the streets, sidewalks and common grounds not later than 10:00 PM Sunday through Thursday and 11:00 PM Friday and Saturday. Minors (under the age of 18 years) will be permitted to return to their homes after these times, but cannot remain outside the buildings. Two (2) violations of this rule **will be grounds for termination.**

Resident shall comply with the Colorado School Attendance Law as amended from time to time. Violation of those provisions shall be grounds for termination of the lease and eviction, whether or not charges are brought.
21. It shall be considered a prohibited activity, a material breach of a Resident's lease obligation, and **grounds for termination of a lease**, for any Resident or anyone in the dwelling unit with the Resident's consent to do any of the following:
 - a. To intentionally, knowingly, or recklessly carry on or about his person a deadly weapon;
 - b. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
 - c. To shoot, fire, explode, throw or otherwise discharge a deadly weapon;
 - d. To inflict any injury upon another person through the intentional use of a deadly weapon;
 - e. To inflict any injury upon another person through the reckless, careless or negligent use of a deadly weapon.
 - f. The following criminal activities by any household member, **on or off the premises, shall be a violation of the lease:**

Any crime of physical violence to persons or property. The PHA has a **Zero Tolerance Policy** with respect to violations of lease terms regarding drug, gang and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift eviction action as described in this lease.

- g. The following criminal activities by any household member, **on or off the premises, shall be a serious violation of the lease and be grounds for termination:**
Illegal possession, use, sale, or distribution of narcotics, or other drug-related criminal activity and/or possession of any drug paraphernalia.
The PHA **may terminate tenancy** for criminal activity and/or drug-related criminal activity, and consequently may evict members of the household, **even in the absence of conviction or arrest.**
 - h. Alcohol abuse-related behavior or activities by household members which interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents, **shall be a serious violation of the lease and grounds for termination.**
 - i. Any gang activity or group of individuals who act in a manner which threaten the health and safety or right to peaceful enjoyment of the PHA's public housing premises by other Resident's or PHA employees, **shall be a serious violation of the lease and grounds for termination.**
 - j. To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon. A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury: or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the local State Penal Code. This also prohibits use of any firearms, BB guns, or pellet guns on Authority property.
22. Alcoholic beverages will not be allowed on the real property of the PHA, meaning, parking areas, recreational areas, except inside units. Residents can have and consume alcoholic beverages inside their unit or immediately outside their back door area of their assigned dwelling unit.
 24. To transfer to an appropriate size dwelling unit, based on family composition, upon 15 days' notice by the PHA that such a dwelling unit is available. Tenant shall be given 5 days in which to move following delivery of the Transfer Agreement. If Tenant refuses to move, PHA may terminate the Lease.
 25. Resident-Purchased Utilities will be the responsibility and liability of the Residents. Resident-Purchased Utilities must be in the name of the Head of Household. The Resident's dwelling unit must have all utilities operational except during periods of repair or with PHA written approval.
 26. To assist in the extermination of bugs, mice and insects that may create infestation by reporting water leaks. Upon notice to permit exterminators to enter the unit to treat for roaches or bedbugs, to meet and maintain HAP Housekeeping and Yard Maintenance Standards, and to maintain the dwelling unit in a sanitary condition.
 27. The surcharge for excess utility consumption will be due and payable 14 days after Management gives written notice to Tenant. Failure to pay charges on the due date **shall be considered a serious violation and grounds for termination of this lease.** If Resident supplied utilities are reverted back to the PHA, they must be restored within fourteen (14) days or a three (3) day notice to vacate will be issued. If Resident supplied utilities are cut off, they must be restored within three (3) working days or a three (3) notice to vacate will be issued.
 28. To properly secure window A/C units and swamp cooler units on a sturdy four (4)-legged stand and without water leaks. **The HACP has the right to deem A/C units and swamp coolers unsafe and require that unit be dismantled or dismantled due to unit being unsafe, or having excessive water leaks.** Without written permission units must be placed on the side or back of the unit as long as the egress is not blocked.
 29. Must have a permanent washer box and dryer hook up vented to the outside if a washer and dryer appliance is being used in the unit. Tenant will be responsible to pay for any water and/or mold damage to cabinet or floor due to water leaks.
 30. That upon a written two (2) day notice, he/she will allow an inspection to determine the condition of the unit. If the condition of the unit is such that it constitutes a threat to the health and safety of the occupants, and Management determines that the conditions were caused by the Resident's failure to come into and stay in compliance with the HAP Housekeeping and Yard Maintenance Standards, **termination of this lease may result.**
 31. Not to hang any posters, non-PHA notices, decorations or flyers in the common area or community room of a PHA multi-family complex without written permission from the PHA.
 32. To explain these rules to all household members and guests and to be responsible for preventing the violation of any of these rules.
 33. Resident or family member agrees that any non-exempt adult family member must on a monthly basis contribute eight (8) hours of community service or participate in a self-sufficiency program for eight (8) hours. Documentation of hours must be turned in on a monthly basis. An individual may not skip a month and then double up the following month, unless circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule. Non-compliance with this requirement will result in this lease not being renewed, subject to the Resident/family member's right to request a hearing under the PHA's grievance procedure.
 34. To provide the PHA with fifteen (30) calendar days advance notice of intent to vacate and terminate the lease. The Notice shall be in writing and delivered to the Management Office, or sent by U.S. Mail properly addressed. Upon termination of this agreement, the Resident agrees to leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted, that the dwelling unit shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the PHA accepts the unit. Resident will be responsible for damage to unit until keys are turned into the Management office or HAP has secured possession of the dwelling unit.
 35. The PHA will notify the Post Office of any family evicted for criminal and/or drug/alcohol abuse.
 36. Persons convicted of manufacturing or producing amphetamine on the premises of public housing will have their assistance permanently terminated.
 37. Any person residing in public housing identified by the PHA as having fled to avoid prosecution, custody or confinement after a conviction of a felony, and/or in violation of a condition of probation or parole imposed under Federal or State law will have their lease terminated.
 38. To provide PHA with accurate documentation. Any failure to provide requested documentation, or misrepresentation of the facts is considered fraud, and a material breach of this Dwelling Lease.

Violation of any of the above lease provisions is grounds for termination of this lease.

B. Housing Authority Obligations

1. To maintain the buildings, facilities, common areas, and grounds not otherwise assigned to the Resident for maintenance and upkeep in a decent, safe, and sanitary condition.
2. To make necessary repairs to the dwelling unit within a reasonable time period, upon receiving a work order from the Resident.
3. To comply with requirements of applicable building codes, housing codes, and HUD requirements.
4. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities appliances, including elevators supplied or required to be supplied by the PHA.
5. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by Residents in accordance with Section V., Paragraph C.
6. To furnish reasonable amounts of utilities supplied by the PHA.
7. To inspect the dwelling unit with the Resident or his/her representatives before the Resident moves in, and to give the Resident a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The inspection form shall be signed by both the PHA and the Resident, and a copy shall be retained by the PHA in the Resident's file.



8. To inspect the dwelling unit when the Resident moves out and give the Resident a written description and itemized statement of any charges to be made for repairs. The Resident may join in this inspection.
9. To request that Residents, when conditions so merit, limit the use of electrical appliances and attachments when it appears that overload caused by the connection of too many appliances at the same time would result in a hazardous condition for the Residents.
10. To enforce the terms of this agreement fairly, impartially and in good faith, and not to discriminate against any Resident in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status or disability.
11. To post in Management Office copies of all rules, regulations, schedules of charges, negative consequences, right to grievance hearing and other documents which are part of this agreement (by attachment or by reference), and to make these available to the Resident at his/her expense. In cases other than lease termination, the PHA will not take action until the time for requesting a grievance hearing has expired or if the hearing has been completed.
12. To notify the Resident of the specific grounds for any proposed adverse action including but not limited to a proposed lease termination, transfer of the Resident to a different unit or the imposition of charges for maintenance repairs or for excess consumption of utilities.
13. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and occupy the dwelling unit.
14. To enforce the terms of this agreement fairly, impartially, and in good faith.

V. INSPECTIONS, ENTRY AND HAZARDOUS DEFECTS

- A. Pre-Occupancy and Post Termination Inspections.** The PHA shall inspect the unit with Resident or his/her representatives before Resident moves in and to give Resident a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The inspection form shall be signed by both the PHA and the Resident, and a copy shall be retained by the PHA in the Resident's file.

The PHA shall inspect the unit when Resident moves out and give Resident a written description and itemized statement of any charges to be made for repairs. Resident may join in the inspection.

- B. Entry of the Dwelling Unit During Occupancy.** The PHA shall be permitted to enter the Resident's dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, pest control, showing the dwelling unit for leasing, or determining if the Resident still lives there when reasonable doubt exists. The PHA shall give at least two (2) days written notice to the Resident, stating the date and time of the planned entry. The PHA will not give notice to enter the dwelling if entry is requested by the Resident or if there is reasonable cause to believe an emergency exists, or if there is reason to believe that the resident has vacated the dwelling unit. In the event that the Resident and all adult members of his/her household are absent from the dwelling unit at the time of entry, the PHA will leave in the dwelling unit a written statement giving the date, time, and purpose of entry prior to leaving the dwelling unit.

- C. Defects Hazardous to Life, Health, and Safety**

When conditions are created which are hazardous to life, health, safety, and welfare of Residents, guests or other individuals, the Resident shall immediately notify the PHA of the damage. The PHA shall be responsible for the repair of the unit within a reasonable time, provided, that if the damages are caused by the Resident, Resident's household, or guests, the reasonable cost of the repairs shall be charged to the Resident, payable on the first day of the second month following the month in which charges were made.

If repairs of the defects or damages cannot be made within reasonable period of time, the PHA shall offer standard alternative accommodations, if available. In the event Management fails to fulfill its responsibility to make repairs within a reasonable amount of time or provide alternative accommodations, the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by Management shall not abate. Rent shall not abate if the Resident rejects the alternative accommodations or if the damages were caused by the Resident, Resident's household, or guests. If the damages were caused by the Resident, members of the household, guest or persons on the premises with the Resident's knowledge, in which case the PHA **may choose to terminate the lease.**

VI. TERMINATION OF LEASE, GRIEVANCE AND NOTICE PROCEDURES

- A. Termination of Lease**

1. The Resident may terminate this lease at any time by giving fifteen (15) days written notice in the manner specified in section IV. If the Resident does not give the PHA fifteen (15) days written notice, the PHA may charge the Resident rent from the date the PHA first learns the dwelling is vacant.
2. The Resident must provide a forwarding address to the PHA upon termination. The Resident, however, does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges, merely for failing to give a forwarding address. However, if the PHA is unable to locate the Resident after sixty (60) days in order to return the balance of any refund, that balance shall be forfeited to the PHA.
3. The PHA **may terminate or refuse to renew this lease** for serious or repeated violation of the Resident's obligations under any section of this lease or for other good cause. The specific mention in this lease that certain violations are considered serious violations and grounds for termination of the lease, does not prohibit the PHA from asserting in any proceeding that other violations of the lease are serious violations and grounds for termination. The PHA's failure to terminate the lease for a serious or repeated violation shall not prohibit the PHA from terminating the lease upon the Resident's subsequent, serious or repeated violation. Written notice of termination must be given to Residents for violation of lease provisions, in cases of failure to pay rent, creation or maintenance of a threat to the health and safety of other Residents or PHA employees, criminal or illegal activities, etc.
 - a. Fourteen (14) days in case of failure to pay rent.
 - b. Fourteen (14) days if resident purchased utilities are reverted to the name of the PHA and for all other charges where the tenant owes PHA funds for any purpose.
 - c. Three (3) days in the cases of criminal activity, for threat to health and/or safety and drug-related crimes to other Residents, guests or PHA employees;
 - d. Three (3) days if resident purchased utilities are shut off for non-payment.
 - e. Thirty (30) days in all other cases.
4. The notice of termination to the Resident shall state reasons for termination and shall inform him/her of his/her right to:
 - a. Make such reply as he/she may wish; and
 - b. Request a hearing in accordance with the Management's Grievance Procedure. The Resident has the right to examine housing agency documents directly relevant to the termination or eviction of that Resident. The PHA must notify the Resident of his/her right to a grievance hearing.
 - c. **Per 24CFR 966.51, the PHA may exclude the PHA's grievance procedure for any grievance concerning a 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 the other residents or employees of the PHA
 2. Any violent or drug-related criminal activity on or off such premises, or
 3. Any criminal activity that resulted in felony conviction of a household member.
5. Notice of termination by either party to this lease may be given on any day of the month.
6. Notice to Vacate may be combined with and run concurrently with Notice of Lease Termination.



7. The Resident shall pay all court costs, expenses and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit, unless the Resident prevails in such legal action, in which case the resident is entitled to all court costs, expenses and attorney fees if applicable.
8. If the Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision is rendered.
9. This Dwelling Lease shall terminate upon abandonment of the premises by the Resident.
10. Default Options - If the Resident violates any term or obligation under this lease, or has misrepresented any material fact to the PHA then the PHA shall have the right, at its option, to pursue any of the following remedies:
 - a. Civil suit for collection of any amount which may be owed to the PHA in the form of rent, utility charges, or for damage to its property.
 - b. Evict the Resident and all members of the household.
 - c. Seek criminal prosecution, if appropriate.
 - d. Refer the Resident to a collection agency for collection of any amount due and not paid.
 - e. Report any amount due by the Resident to the PHA to a credit bureau.
 - f. Recommend administrative sanctions by HUD.
 - g. Report any outstanding debts owed to the HUD National Repository of Debts Owed to Public Housing Authorities (PHA).
11. Management reserves the right not to renew the lease with tenant for non-completion of Community Service.
12. Resident must turn in his/her keys after vacating the premises. Failure to do so may result in rent continuing to be charged until the PHA first learns the dwelling is vacant.

B. Grievance Procedure

All grievances, disputes or appeals arising under this lease shall be processed and resolved pursuant to the current Grievance Procedure, as posted in the Management Office and incorporated herein by reference.

Colorado statute has due process and management may bypass the PHA Grievance Procedure in evictions or termination of residency due to any activity which threatens health, safety or right to peaceful enjoyment of the premises by other Residents, guests or PHA employees.

C. Notices

1. The PHA shall notify the Resident of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a lease termination/demand for possession [if applicable], transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
2. The PHA shall notify the Resident of the opportunity for a hearing under the PHA's Grievance Procedure for a grievance concerning a proposed adverse action except for adverse actions with respect to drug/alcohol or violent criminal activity.
 - a. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination/ demand for possession, a notice of lease termination/demand for possession shall constitute adequate notice of proposed adverse action.
 - b. In the case of a proposed adverse action other than a lease termination/demand for possession, the PHA shall not take a proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

D. Notice Procedures

1. Eviction notice to the Resident shall be in writing and either hand-delivered to the Resident or an adult member of the household over eighteen (18) years of age, or sent by first class mail, certified mail, return receipt requested, or posted on the front door of the unit.
2. All other notices to the Resident shall be in writing and either delivered to Resident or an adult member of the household, posted on the door of the unit, or sent by prepaid first-class mail, properly addressed to the Resident. The PHA must make all notices available in accessible format to a visually impaired Resident.
3. The Resident may specify in writing any other address, if different from the address of the Resident, to which notice should be sent.
4. Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned, or a signed affidavit of posting. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
5. The Resident agrees that in the absence of a forwarding address being submitted to the PHA in writing, the Resident's address indicated above will serve as the Resident's last known address for purposes of the laws of this state or Federal law.
6. Notice to the PHA shall be in writing and delivered to the Management Office.

E. Abandonment and Abandoned Property

1. Management may take possession of the apartment after the Resident has moved out. If the Resident and all other persons are absent from the dwelling unit for seven (7) consecutive days during the lease term or any renewal or extension period **while the rent is delinquent**, the dwelling unit may be deemed by the PHA as abandoned if inspection shows that all or most of the Resident's property has been removed.
2. The PHA may secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice after forty-eight (48) hours, or if all the Resident's possessions have been removed, the PHA will take possession of the dwelling unit, provided that the rent still remains unpaid.
3. Any possessions left in the dwelling unit will be deemed as discarded items of no value. HAP will dispose of all discarded items left in or around the unit at the Resident's expense.
4. Items of value left in the dwelling unit will be disposed of by HAP according to Colorado Law.

VII. OTHER MATTERS

A. Modification of this Lease

1. This lease and all policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) day written notice to the Resident, setting forth the opportunity to present written comment, which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Resident or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office of the Housing Authority of the City of Pueblo.
2. This lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the Resident. No changes herein shall be made except those in writing, and signed and dated by both parties, except for section II.B., "Redetermination of Rent", dwelling size and eligibility. However, nothing shall preclude the PHA from modifying this lease to take into account revised provisions of law or government actions.

B. Accommodation of Persons with Disabilities



A person with disabilities shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b) that the Resident may at any time during the term of any renewal hereof request reasonable accommodation of a household member with a disability, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

C. Warranties and Representations of the Resident

The Resident warrants and represents that he/she has not:

1. Failed to repay a previous debt to the PHA; committed fraud in connection with any HUD program; or failed to disclose previously committed fraud in connection with any HUD program.
2. Provided false information in the application.
3. Been previously evicted for non-payment of rent, breach of lease, or use of unit for illegal purposes.
4. Have a history of criminal or other acts which would adversely affect the health, safety or welfare of other Residents.
5. Refused or failed to complete required forms or to supply requested information.

D. Housing Authority's Commitment to Investigate Mis-representations and Pursue Remedies

Allegations, complaints or other observations that indicate a family may be receiving more benefits than it's entitled to will be investigated by the PHA. False statements which result in the Resident paying less rent, or the PHA overpaying rental assistance will be vigorously pursued by the PHA. After verification of these mis-representations, the PHA will take all necessary steps to recover the unentitled payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

E. Solicitation, Trespassing and Exclusion of Non-Residents

The PHA is committed to providing a decent, safe and sanitary environment throughout the PHA's property. The Resident agrees to the PHA's reservation of the following rights to aid in providing such environment:

1. The Resident delegates to the PHA the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on PHA property by non-Residents of the PHA, unless the express written permission of the PHA is properly obtained in advance and in accordance with any applicable policies and/or procedures of the PHA. The PHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.
2. The PHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests who, (i) conduct themselves in a manner to disturb the Residents peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the PHA's property; (ii) engage in illegal or other activity which would impair the physical and social environment on PHA premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of PHA premises by Residents of the PHA, employees of the PHA or other persons lawfully on the premises; (iv) threatens personal or PHA property.

Having read this entire document, IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, 20____, at: THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, COLORADO

RESIDENT/TENANT: _____

SPOUSE/TENANT: _____

OTHER/TENANT: _____

HOUSING AUTHORITY OF THE CITY OF PUEBLO, COLORADO

PHA OFFICIAL

TITLE

WARNING: Section 1001 of Title 18 of the U S Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

OF THE CITY OF
PUEBLO

