

**HOUSING AUTHORITY OF THE CITY OF SPARTANBURG RESIDENTIAL
LEASE AGREEMENT**

THIS LEASE AGREEMENT is between the Housing Authority of the City of Spartanburg (hereinafter referred to as "Landlord" and/or "the Authority"), and, the Tenant Family listed below.

I. Tenant Family. The "Tenant Family" (hereinafter referred to as "Tenant" and/or "Tenant Family") is composed of the individuals listed below. All members of the Tenant Family over age 18 are required to sign this lease.

Name	Relationship	Birth date	Social Security #
1. _____	Head	___/___/_____	_____
2. _____	_____	___/___/_____	_____
3. _____	_____	___/___/_____	_____
4. _____	_____	___/___/_____	_____
5. _____	_____	___/___/_____	_____
6. _____	_____	___/___/_____	_____

II. Leased Premises. The Landlord, relying upon the representations of the Tenant Family contained herein, leases to the Tenant Family, the dwelling unit known as _____ (the "Premises" or "Dwelling Unit") containing _____ bedrooms. The Tenant Family may occupy the premises only as a private residence subject to the terms and conditions contained herein.

III. Term: The initial term of this lease is one calendar year, beginning _____. Thereafter, this lease will be automatically renewed for successive periods of one year each unless the family has violated the requirement for resident performance of community service or participation in a required economic self-sufficiency program in accordance with 24 CFR 960 subpart F or has violated the terms and conditions listed within this Lease. This Lease may be modified at any time by written agreement of the Tenant and the Landlord.

IV. Deposit and Rent. The Tenant has paid a security deposit of \$ _____. Initial rent (prorated for a partial month) will be \$ _____. After that, rent of \$ _____ per month will be payable in advance on the first day of each month. The tenant shall pay the amount of the monthly tenant rent determined by the Landlord in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements. During the term of this Lease, the Tenant shall receive written notice from the Landlord of any change in the amount of rent and the effective date of the change.

This is the flat rent for the Premises.

This rent is based on the income and other information reported by the Tenant Family.

Rent and other charges are due and payable on the first of the month and may be paid by automatic bank draft or by use of electronic Walk In Payment System (WIPS card). Tenants will be charged a \$25.00 fee for any item returned ~~or automatic bank draft declined due to for~~ insufficient funds. After the first item is returned for non-sufficient funds, the Landlord may require WIPS payments for all future payments. ~~Tenants will also be charged a \$25.00 late fee for insufficient funds from the automatic bank draft.~~

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The total amount for rent and other charges as billed is due and payable on the first day of each month. Partial payments may be rejected.

Any charge may be disputed by Tenant, provided that the amount disputed is paid by the resident when due and placed in an escrow account by the Landlord pending the outcome of a hearing in compliance with the Landlord's Grievance Procedure.

Late payment of rent or other charges more than four times within a twelve month period shall constitute a material breach of this Lease, and is good cause for Landlord to terminate this Lease and recover possession of the premises from the Tenant, as provided herein.

Any amount designated in a payment agreement between Tenant and Landlord for retroactive rental amounts due to Tenant's failure to report required information must be paid in conjunction with the monthly rent. Failure to fulfill any payment agreement as executed is a serious violation of this Lease and will result in Lease termination.

Tenant Initials: _____

V. **Miscellaneous Charges.** The Landlord shall provide notice for any charges due including the due date. The following charges shall be due and payable on the first of the month following two weeks written notice of the charges:

- A. **Maintenance costs.** The cost for services or repairs to the Dwelling Unit, common areas or grounds beyond normal wear and tear and caused by the Tenant Family or guests will be charged to the Tenant. Such charges will be determined according to the Schedule of Maintenance Charges posted by the Authority. Charges not listed on the Schedule of Maintenance Charges will be billed based upon the actual cost of parts and \$20.00 per hour labor costs. If the repairs require overtime work, overtime rates will be charged. Maintenance charges shall be billed and are due and payable on the first of the month after a fourteen day billing notice.
- B. **Excess Utility Charges.** Where the Landlord provides utilities, a charge will be assessed for any utilities consumed in excess of the utility allowance. The utility allowance for Authority-provided utilities is included as an attachment to this Lease. Excess utility charges are billed and are due and payable with the rent on the first of the month after a fourteen day billing notice.
- ~~C. **Late Charges.** The Landlord will assess charges for late payments. Payments, including rent, are late if not paid by the fifth calendar day of the month. Late rent will result in a \$1525.00 charge. The Authority will provide written notice of any such charge which shall be due and payable within two weeks of the date of the notice.~~
- ~~C. **Court Costs.** The Landlord will assess all associated court fees to the Tenant account. The Authority will provide written notice of any such charge which shall be due and payable within fourteen days of receiving the late fee notice.~~

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VI. **Termination for Failure to Pay Rent and Repeated Late Payments:**

Failure to pay the amount owed in full by the fifth day of each month will result in a notice of Lease termination. The Lease termination shall allow fourteen days for the rent and other charges due to be paid in full. Failure to pay in full within this time will result in an eviction action being filed in the Magistrate Court. Once an eviction order is granted the eviction will proceed. Repeated late payments (four within a twelve month period) are a serious and repeated violation of this Lease and will result in termination of this Lease by the Landlord.

Both parties acknowledge and agree as follows:

Payment after eviction is filed:

Money paid to the Landlord by the Tenant after an eviction action has been filed shall first be applied to any rent due and then to any other amounts owed by the Tenant. If the money paid by the Tenant exceeds all amounts owed, the Landlord shall refund the Excess by check mailed to the Tenant's last known address. Tenant understands his/her obligation to pay rent in a timely manner under State law and the parties' Lease Agreement. Tenant further understands that the authority has the right to evict even if payment is accepted after the fourteen-day notice period. Tenant understands and agrees that payments by Tenant after the Landlord has filed for eviction will NOT serve as waiver of the Writ of Ejectment (set out order) unless the Landlord notifies the Magistrate Court in writing before set-out occurs.

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Remedy After Termination:

If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.

Debt Collection After Tenant Vacates:

Tenant shall pay all costs of collection of any unpaid amounts owed to the Landlord. The Landlord has the right, pursuant to the SC Setoff Debt Collection Act to collect any money owed to the Landlord by the Tenant through an offset of Tenant's State Income Tax Refund. Tenant understands and agrees that if the Landlord chooses to pursue such debts owed by the Tenant through the Setoff Debt Collection Act, Tenant shall additionally pay all fees charged by the Department of Revenue, the SC Association of Counties, the Municipal Association of SC, and/or Landlord. If Landlord chooses to pursue debts in a manner other than setoff, Tenant agrees to pay all costs and fees associated with the selected manner.

Tenant further acknowledges that upon conclusion of participation in a HUD rental assistance program,

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~~The the~~ Landlord is required to provide HUD with information concerning tenancy in accordance with Form HUD-52675 which is made an Attachment to this Lease.

Upon eviction from the premises for drug-related or criminal activities, the Post Office will be notified by the Landlord in order to prevent further mail being delivered to the resident at the address of the Dwelling Unit.

MASC Customer Agreement:

Tenant agrees to pay all costs of collection of the applicant's unpaid bills. The Spartanburg Housing Authority has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If Spartanburg Housing Authority chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the Municipal Association of South Carolina, and/or the Spartanburg Housing Authority. If Spartanburg Housing Authority chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees associated with the selected manner as well.

Tenant Initials: _____

VII. Terms and Conditions: The following terms and conditions apply to this Lease.

A. Landlord Obligations: The Landlord is obligated:

1. To maintain the Dwelling Unit and the project in decent, safe and sanitary condition.
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.;
3. To make necessary repairs to the Dwelling Unit.
4. To keep project buildings, facilities, and common areas, not otherwise assigned to ~~Tenant~~Tenant for maintenance and upkeep, in a clean and safe condition.;
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating systems and other facilities and appliances, including any elevators, supplied by the Landlord.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the individual Tenant Family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit and premises by the Tenant as required by this Lease.
7. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
8. To notify Tenant of the specific grounds for any proposed adverse action by the Landlord. Such notices will inform Tenant of the right to request a hearing. Such action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. In the case of a proposed adverse action other than a proposed Lease termination, the Landlord will take no action until the time for requesting a hearing has expired. If the Tenant requests a hearing, the Landlord will take no action until any applicable grievance process has been completed (certain offenses have been excluded from the SHA grievance procedure as allowed by applicable federal law). The notice of proposed adverse action shall inform the tenant of the right to request such hearing. A notice of Lease termination shall constitute adequate notice of proposed adverse action.
9. The Landlord shall provide the following equipment and utilities as designated within the Dwelling Unit:

_____ Range	_____ Gas
_____ Water	_____ Electric
_____ Refrigerator	_____ Sewer
_____ Trash Pick-Up	_____ Dryer
_____ Washer	_____ Garbage Disposal

For utilities provided by the Landlord, any charges above the amount included as the utility allowance, which is indicated as an Attachment to this Dwelling Lease, will be billed to the Tenant.

For utilities provided by the Tenant, the rent will be reduced through use of the utility allowance shown as an attachment to this Lease.

B. Tenant Obligations: The members of the Tenant Family (including guests) are obligated:

1. Not to assign the Lease, nor sublease the Dwelling Unit;
2. Not to provide accommodation to boarders or lodgers;
3. To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household ~~as~~ identified in this Lease, and not to use or permit its use for any other purpose;
4. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in this Lease;
5. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
6. To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways free from hazards and trash, and keeping the yard free of debris and litter. Tenant Families who have no ~~household member~~household member unable to perform such tasks because of age or disability may be excused from these duties.
7. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
9. To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project;
10. To pay reasonable charges (other than for 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 household or a guest;
11. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition;
12. To assure that no tenant, member of the tenant's household, ~~or~~ guest, or any other person under the tenant's control engages in:
 - A. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises;
 - B. Any drug-related criminal activity on or off the premises.

Tenant Initials: _____

An arrest or conviction is not necessary to determine a violation of the Lease. The Authority will use a preponderance of the evidence standard. An expedited hearing will be allowed in accordance with the Grievance Procedure. The term "drug-related criminal activity," as used with this Lease Agreement shall be interpreted to mean the illegal possession, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

- ~~13.~~ ~~To assure that no other person under the tenant's control engages in:~~
~~A. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or~~
~~B. Any drug-related criminal activity on the premises.~~
~~An arrest or conviction is not necessary to determine a violation of the Lease.~~

~~14.~~13. To assure that no member of the tenant household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. The consumption of alcohol will not be allowed in common areas of any Authority owned property. An arrest or conviction is not necessary to determine a violation of the Lease. The Authority shall use a preponderance of the evidence.

~~15.~~14. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of any utility service. Failure to maintain utilities shall render the unit uninhabitable and shall be considered a serious violation of the Lease.

~~16.~~15. To adhere to the Authority's Housekeeping Standards.

~~17.~~16. To notify the Authority *promptly* of known need for repairs to his Dwelling Unit, and any unsafe or unsanitary conditions in the Dwelling Unit or in common areas and grounds of the Project. The Authority shall be responsible for repair of the 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. The Authority shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section or alternative accommodations not provided, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests;

~~18.~~17. To refrain from littering or leaving trash and debris in common areas and to dispose of all garbage, rubbish, and other waste from the Dwelling Unit in the containers approved or provided by the Authority.

~~19.~~18. To make no alterations, or repairs, or redecorate the interior of the Dwelling Unit or to the equipment, without written consent of the Authority including changes to locks or installation of new locks on exterior or interior doors. To use no nails, tacks, screws, brackets, or fasteners on any part of the Dwelling Unit (a reasonable number of picture hangers accepted) without authorization from the Authority.

~~20.~~19. Not to install additional equipment or major appliances, including air conditioners, space heaters or kerosene heaters;

~~21.~~20. Not to store any vehicles, grills, or gasoline within or around the Dwelling Unit;

~~22.~~21. To give prior notice to the Authority before leaving the Dwelling Unit unoccupied for any period exceeding one-calendar week;

~~23.~~22. Not to display, use, or possess any illegal firearms, (operable or inoperable) or illegal weapons (as defined by South Carolina law) anywhere on the property of the Authority; including any firearms which are not properly registered and licensed to the person in possession of the firearm or to the person legally residing within the Dwelling Unit, if so required by applicable law. The display, use, or possession of ANY firearm or other weapon by any member of the Tenant Family (including guests and other persons under the Tenant Family's control) on the property of the Authority is an unequivocal, free and voluntary expression of the tenant family that it will be solely liable for any and all consequences of such display, use, or possession, and its agreement to hold the Authority absolutely harmless from all such actions and or activities.

~~24.~~23. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises including but not limited to the attic and crawl space. Any fire which is caused by the Tenant, a member of the tenant household, a guest or visitor, shall result in the Tenant being charged for the costs of repairs and, dependent upon the individual circumstances through a preponderance of the evidence, possible termination of the Dwelling Lease for violation of health and safety;

~~25.~~24. To refrain from keeping, maintaining, or harboring any animal in the Dwelling Unit except according to the Authority's Pet Policy;

~~26.~~25. To act cooperatively with neighbors and the Authority staff and to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority staff;

~~27.~~26. Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease;

~~28.~~27. To ~~insure~~ensure that each adult in the Tenant Family performs at least eight (8) hours per month of qualifying community service in accordance with HUD regulations and the Authority's Admissions and Continued Occupancy Policy;

~~29.~~28. To refrain from erecting radio or television antennas or satellite dishes on any part of the Dwelling Unit and grounds. Satellite dishes may be not affixed to either the building or the grounds. A small portable tripod or container may be used with the written consent of the Authority. The Tenant and provider must enter the Resident and Provider Acknowledgement for Satellite Communications Equipment prior to any installment of equipment. Failure to request and obtain written permission from the Authority will be considered a violation of the Lease Agreement;

~~30.~~29. To remove from the Authority property any vehicles without valid registration and license tag. Any inoperable or unlicensed vehicle will be removed from the Authority's property at Tenant's expense.

Tenant Initials: _____

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Automobile repairs or washing vehicles are not permitted on the project site.

- ~~31-30.~~ To refrain from parking any vehicles on areas that may damage the grass or irrigation system or maintaining any items in the outside area assigned to the Dwelling Unit which may result in damage to the grounds. (i.e. pools, swing set, etc.) Resident acknowledges that they will be subject to charges incurred for restoring the property of the Authority due to failure to comply with this requirement.;
- ~~32-31.~~ To refrain from performing any vehicle repairs in the parking area or on the project site. Oil leaks and other issues causing damage will result in a charge to the tenant.;
- ~~33-32.~~ To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.;
- ~~34-33.~~ To use appropriate, and properly install, window coverings such as blinds, shades, drapes or curtains to establish a uniform neat appearance. Bedspreads, sheets, or other items which are not normally utilized as window coverings are not allowed.;
- ~~35-34.~~ To refrain from placing indoor furniture on porches. This includes any upholstered furniture. Must properly maintain any patio or outdoor furniture furnished by the Authority.;
- ~~36-35.~~ To report changes in income and family composition in writing to ~~management~~~~the Property Manager~~ within ten days of the date of its occurrence in accordance with Section IX of this Lease Agreement and to obtain prior written approval from the Authority before allowing anyone to move into the unit, other than by birth, adoption, or court awarded custody. Failure to accurately report any changes in accordance with these requirements is considered a serious Lease violation.;
- ~~37-36.~~ Not to allow regular accommodations for overnight visitors, particularly those residing within near proximity or within a fifty mile radius of the Dwelling Unit.;
- ~~38-37.~~ To report any overnight visitors in writing to the Property Manager. A visitor may not be allowed to stay in the unit in excess of fourteen cumulative days within a calendar year. The Tenant may not allow continuous extended overnight visits, particularly for those visitors residing within short proximity (50 mile radius) of the dwelling unit.;
- ~~39-38.~~ To refrain from harboring any fugitive felon or parole violator within the Dwelling Unit.;
- ~~40-39.~~ To refrain from harboring any person attempting to allude the Police Department due to current criminal activity.;
- ~~41-40.~~ To cooperate in allowing access to the Dwelling Unit by the Authority for inspection purposes or to show the Dwelling Unit for re-leasing after a 48 hour notice is given by the Authority or to allow access for work requested by the Tenant. Work requested by the Tenant does not require further notification from the Authority for accessing the Dwelling Unit.;
41. To refrain from smoking inside of the dwelling unit and in common areas, other than those designated by the Landlord for that purpose. To adhere to the SHA Smoke Free Policy.;
42. ~~To refrain from hanging laundry or other articles shall from the outside of the Dwelling Unit on porches or HVAC cages or on the inside across doors or stairways, and shall not to be hung or draped over ceiling fans, or over air vents.~~
- ~~42.~~
43. To refrain from disconnecting, damaging, or otherwise rendering useless any smoke detector within the Dwelling Unit. Failure to observe this obligation shall result in a charge of \$50.00 to the Tenant and possible termination of the Lease.
44. To report sightings of pests or evidence of their existence to ~~the property manager~~management of the site, and conduct preventive measures to avoid pest infestation by adhering to housekeeping standards. To pay for damage by infestation that is found to be occupant caused. To not refuse periodic pest control treatment measures and to make units accessible for treatment after a 48 hours' notice has been provided by management or the pest control contractor. To cooperate with and follow all reasonable instructions for preparing the apartment and household for treatment, as prescribed by the pest control contractor and/or management. To comply fully with the terms and conditions of the Pest Policy.
45. To be responsible for insuring personal property against any and all losses and contingencies. It is recommended that residents obtain renter's insurance. The Authority will not be liable under any circumstances for damage to, destruction of, or loss of your personal property.

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VIII. Occupancy and Use of Premises

- A. The Tenant Family, with the prior written approval of the Authority, may use the Premises for legal profit-making activities.
- B. The Tenant is obligated to report in writing to the Authority any changes in household composition within ten days of the occurrence. The Authority must approve in advance any additions to the household members named on the lease, excluding natural births, adoptions, and court-awarded custody. Approval will be granted, if the new household members, including live-in aides and foster children, pass the Authority's screening criteria and a unit of the appropriate size is available. Moving additional persons into the Premises without prior written approval is a serious violation of this Lease. Social security numbers and birth certificates must be provided in order to add a member to the Lease.
- C. Tenant must report deletions (for any reason) from the persons named on this Lease to the Authority in writing, within 10 days of the occurrence.
- D. Adult children may **not** move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant and the change does not disqualify the family for the size of the unit it is currently occupying.
- E. The Tenant Family may provide reasonable accommodation for guests or visitors for a period not exceeding fourteen (14) days each year with the advance written consent of the Authority and in accordance with Part VII.B. of this Lease Agreement. Upon written request to ~~the Housing Manager~~management, the term may be extended.

Tenant Initials: _____

IX. Redetermination of Rent, Dwelling Size, and Eligibility.

Tenant Family understands and acknowledges that the Dwelling Unit is contained within a federally subsidized housing program and, as such, is subject to specific requirements and restrictions in accordance with Federal law.

- A. The Authority will reexamine the status of the Tenant Family at least once a year. SHA will comply with HUD regulations that permit less frequent reexaminations where applicable. Tenant Family must supply accurate information about family composition, age, income and sources of income, assets, community service activities, and related information for all members of the household. The Authority will use this information to decide eligibility and rent and whether the dwelling size is still appropriate for the Tenant Family needs. Failure to supply such information when requested is a serious violation of this Lease and could result in termination of the Lease.
- B. The Authority must verify all information annually unless otherwise governed by HUD regulations. Tenant agrees to sign releases for third-party sources, present documents for review, or provide other suitable forms of verification. The Authority will give Tenant reasonable notice of any actions Tenant must take, and of the date by which they must take such action. Failure to furnish information and sign necessary documents required in order for the Authority to determine the income and family composition is a serious violation of the Lease and will result in termination of the Lease. Tenant acknowledges that the Authority shall further use the HUD electronic system (hereinafter referred to as EIV) for verification of income. Discrepancies discovered during this process, if any, must be corrected and/or satisfactorily documented by Tenant.
- C. Rent will change during the period between regular reexaminations if the Tenant has reported the change to the Authority in writing within ten days of its occurrence or if the Authority discovers that the information provided has been misrepresented, or if the Authority determines there has been an error in the rent computation.
1. Change in circumstances. If Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, the Authority will reduce the rent effective the first of the month following the month in which the change was reported. Rent may not be reduced if Tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If the Authority grants a reduction, Tenant must report subsequent increases in income in writing within 10 days of the occurrence, until the next scheduled reexamination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 2. Misrepresentation. If it is found that Tenant has misrepresented the facts upon which the rent is based and, the rent is less than should have been charged, the Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Retroactive amounts due exceeding \$15,000 are not eligible for an extended payment agreement for reimbursement to the Authority.
 3. Federal Requirements/Errors. The Authority will adjust rent after a change in Federal law or regulations controlling rent formulas or procedures. The Authority will adjust the rent as a result of audits in the event that an error has been discovered in the rent computation.
 4. Changes in family composition. The Authority will adjust the rent following a change in family composition. If Tenant has not reported such changes to the Housing Manager in writing within 10 days of the occurrence, retroactive rent will be charged.
- D. Rent Adjustment Notices. The Authority will notify the Tenant in writing of any rent adjustment due to the situations described above. The notice will state the effective date of the rent adjustment.
1. Decreases. Adjustments decreasing the rent shall become effective on the first day of the month following the date the change was reported, provided Tenant reported the change in a timely fashion.
 2. Increases. When an increase in income and Tenant reported the change within ten calendar days of the occurrence, the increase will become effective on the first day of the second month following the reported change.
 3. Misrepresentation. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Authority will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred. In the event the misrepresentation results in a retroactive amount which is higher than \$15,000, ~~prosecution may be initiated by the Authority in accordance with Federal and State law~~ the lease may be terminated.
- E. Transfers.
1. Tenant agrees that if the Authority determines that the size or design of the Dwelling Unit is no longer appropriate to Tenant Family's needs, Tenant will accept a new lease for a different Dwelling Unit of the appropriate size or design.
 2. The Authority may move a Tenant Family into another unit if necessary to rehabilitate or demolish Tenant's unit.
 3. A Tenant without disabilities occupying a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
 4. With involuntary transfers, Tenant must move into a Dwelling Unit made available by the Authority. Tenant will have five (5) business days to move, following delivery of a transfer notice.
 5. The Authority will consider any Tenant requests for transfers following the transfer priorities established in the Admissions and Continued Occupancy Policy.

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F. At the annual re-certification, Tenant Family must certify compliance with the community service requirement, if applicable.

X. Accommodations for Persons with Disabilities.

1. If a Tenant makes a written request for special unit features in support of a documented disability, the Authority will modify the Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may offer to transfer Tenant to another unit with the features requested.
2. If Tenant, due to physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot arrange for someone to aid him/her in complying with lease requirements, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply, the Authority will assist Tenant, or a designated member(s) of the family, to find more suitable housing and move Tenant from the Dwelling Unit.
3. SHA will modify policies, rules, and procedures in order to accommodate persons with disabilities so that such individuals can make effective use of the housing programs.

XI. Use of Security Deposit. Tenant may not use the security deposit to pay rent or other charges while occupying the Dwelling Unit. The Landlord will use the security deposit at the termination of this Lease:

- A. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
- B. To reimburse the cost of repairing any intentional or negligent damages to the Dwelling Unit caused by the Tenant Family or guests over and above normal wear and tear.

The Landlord will refund any remaining security deposit balance within thirty (30) days AFTER Tenant has vacated the unit and provided Landlord with a forwarding address. Landlord will inspect the Dwelling Unit immediately after Tenant vacates the unit. If the Authority makes any deductions, it will provide Tenant with a written statement of any costs for damages and/or other charges so deducted.

XII. Damage to the Unit. If the Dwelling Unit is damaged and conditions hazardous to the life, health, or safety of the Tenant Family exist:

- A. Tenant must immediately notify the Landlord of the damage.
- B. The Landlord is responsible for repairing the unit within a reasonable period after receiving notice of the damage. If the Tenant Family or its guests caused the damage, the Landlord will charge the reasonable cost of the repairs to Tenant.
- C. The Tenant Family will be offered a replacement Dwelling Unit, if available, when the Landlord is unable to complete repairs within a reasonable time. The Tenant Family must accept any replacement unit offered by the Landlord. If, however, Tenant Family or guests caused the hazardous condition, the Landlord will not offer a replacement Dwelling Unit.
- D. In the event the repairs cannot be completed in a reasonable time, and alternative accommodations are not available, rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling. If Tenant rejected alternative accommodations or the Tenant Family or guests caused the damage, abatement of rent will not occur.

XIII. Move-in and Move-out Inspections.

- A. Move-in Inspection. The Landlord and the Head of Household will inspect the Dwelling Unit prior to occupancy by Tenant. The Landlord will give Tenant a written statement of the condition of the Dwelling Unit, both inside and outside, and note any equipment provided with the unit. The Landlord and Tenant will sign the statement. The Landlord will retain a copy of the statement in Tenant's folder. The Landlord will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- B. Move-out Inspection. When Tenant vacates, the Landlord will inspect the unit and give Tenant a written statement of the repair charges, if any, for which Tenant is responsible. A representative of the Tenant Family may join in such inspection.

XIV. Entry of Premises During Tenancy.

- A. Tenant agrees to permit the Authority's authorized agent, employee, or contractor to enter Tenant's dwelling during reasonable hours for routine maintenance (9:00 A.M. to 6:00 P.M.); for Tenant requested maintenance (8:00 A.M. to 8:00 P.M.); and also during reasonable hours upon forty-eight (48) hours' notice for making improvements or other repairs, inspecting the unit, or showing the unit for re-leasing.
- B. The Landlord will give Tenant at least 48 hours' notice that the Authority intends to enter the Dwelling Unit whenever possible. Advance notice may not be possible in the case of emergencies. When Tenant calls to request maintenance on the Dwelling Unit, the Landlord will attempt to provide such maintenance at a time convenient to Tenant, however, the Landlord will not provide prior notice for work which has been requested by the Tenant. In the event an adult member of the household is not present at the time of entry, the Authority will leave a written statement prior to leaving specifying the date, time and purpose of the entry.

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XV. Notice Procedures.

- A. Notices to the Landlord. Any notice to the Landlord must be in writing, delivered to the Project Office or to the Landlord's main office, or sent by prepaid first-class mail, addressed as follows: Housing Authority of the City of Spartanburg, PO BOX 2828, Spartanburg, SC 29304.
- B. Notices to Tenant. Notice to the Tenant Family will be in writing, delivered to any adult member of the Tenant Family, or sent by first-class mail addressed to Tenant. If Tenant is visually impaired, all notices will be in an accessible format.

XVI. Termination of the Lease:

- A. Termination by Tenant. Tenant may terminate this Lease by giving thirty (30) day's written notice to the Landlord. Tenant will be responsible for returning the keys to the unit upon vacating. Failure to return the keys and arrange for a move-out inspection may result in rent continuing to be charged to the Tenant.
- B. Termination by the Authority. The Landlord may terminate this Lease only for serious or repeated violations such as failure to make payments due under the lease, failure to fulfill household obligations or for other good cause as listed in Sections VII, VIII and IX. . Other good cause includes but is not limited to:
1. Engaging in criminal activity.
 2. Engaging in alcohol abuse that is determined to be detrimental or harmful to other residents or to their right to peaceful enjoyment of the premises.
 3. Registration as a sex offender during tenancy.
 4. Discovery of facts after admission that made the Tenant ineligible.
 5. Discovery of material false statements or fraud in connection with an application or with reexamination of income.
 6. Failure of a family member to comply with the community service requirements contained in the Landlord's community service policy.
 7. Failure to permit access to the unit after proper advance notification for the purpose of performing routine inspections, making improvements, or showing the dwelling unit for re-leasing, and failure to permit access without advance notice if there is reasonable cause to believe that an emergency exists.
 8. Changing of locks on the Dwelling Unit to prohibit necessary and reasonable access by the Landlord.
 9. Failure to report any changes in family composition or income.
 10. Failure to provide by Policies established by the Landlord as posted in the Project Office and made a part of this Lease through attachment.
 11. Failure to honor the terms and conditions of any payment agreement executed with the Landlord.
 12. Harboring a fugitive.
 13. Abusive, threatening or violent behavior, either verbal or physical, toward other residents or Landlord staff.
 14. Failure to execute a lease revision after written notice of at least 60 days before the lease revision is to take effect and specifying a reasonable time limit for acceptance by Tenant.
 15. Any other grounds for termination set forth in Parts VII, VIII, and IX of this Lease.

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant solely on the basis of "criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is, engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].

- C. Notice Requirements. The Landlord will give advance written notice of the proposed termination of the Lease as follows:

1. 14 days for failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation.
3. In the case of drug-related or violent crime, a reasonable time based upon consideration of the seriousness of the offense and the likelihood of danger to the community. In these cases, no grievance process is available or applicable in accordance with the Authority's grievance procedure and applicable federal law.

- D. Contents of Notice. The notice of termination to Tenant will state specific reasons for the termination, inform the Tenant of his/her right to make a reply and advise the Tenant of the right to examine Landlord documents relevant to the termination, or to have any representation the Tenant may choose at the Tenant's expense.

The notice to vacate will conform to Federal and State Law. The notice shall also inform the Tenant of their right to request a hearing in accordance with the Grievance Procedure and the applicable time allowed for the request.

In the event the termination is due to the violent or drug-related crime, the Landlord shall notify the Tenant that it has excluded such offenses from its grievance procedure in accordance with Landlord's written grievance procedure and applicable federal law. The notice shall inform the Tenant that no grievance procedure is available.

- E. In evicting for criminal activity, the Landlord has discretion to consider all of the circumstances of the case including, the seriousness of the offense, the participation by or awareness of family members, and the effects that the eviction would

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have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Landlord may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program before he or she is allowed to reside in the unit.

XVII. Amendment. Neither party may amend the terms of this Lease except in writing signed by the Landlord and every adult in the Tenant Family. The Tenant Family agrees to cooperate and sign any amendment to this lease upon request. The attachments containing rules and regulations applicable to the Tenant Family are provided as a matter of information but are subject to modification from time to time at the sole discretion of the Landlord.

XVIII. Waiver. No delay or failure by the Landlord in exercising any right under this Lease will result in a future waiver of that or any other right.

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ATTACHMENTS: If indicated by an (X) below, the Authority has provided the Tenant Family with the following attachments:

- | | |
|-----------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Utility Allowance | <input type="checkbox"/> HUD Form 52675 |
| <input type="checkbox"/> Move-in Inspection Report | <input type="checkbox"/> Standard Maintenance Charges |
| <input type="checkbox"/> Grievance Procedure | <input type="checkbox"/> Lead Hazard Information Pamphlet |
| <input type="checkbox"/> Lead Disclosure Addendum | <input type="checkbox"/> Community Service Policy |
| <input type="checkbox"/> VAWA | <input type="checkbox"/> Smoke Free Policy |
| <input type="checkbox"/> HUD Form 5382 | <input type="checkbox"/> Rent Selection Form |
| <input type="checkbox"/> Pet Policy | <input type="checkbox"/> HUD Form 92006 |
| <input type="checkbox"/> Housekeeping Standards | <input type="checkbox"/> Vehicle & Parking Policy |
| <input type="checkbox"/> What You Should Know About EIV | <input type="checkbox"/> Minimum Rent Hardship Policy |
| <input type="checkbox"/> Pest Control Policy | <input type="checkbox"/> Reasonable Accommodation Process |
| <input type="checkbox"/> Complex Information & Rules Attachment | <input type="checkbox"/> Bed Bug Policy |
| <input type="checkbox"/> Pre-Authorized Payment | <input type="checkbox"/> Other _____ |

The Tenant Family agrees that all the provisions of this Lease and all attachments have been received and reviewed with the Landlord and are understood. We agree to be bound by the terms and conditions as written. We acknowledge that a copy of this Lease and all attachments have been received and thoroughly explained to us.

_____ HEAD OF HOUSEHOLD	_____ DATE
_____ CO-TENANT:	_____ DATE
_____ CO-TENANT:	_____ DATE
_____ COMMUNITY MANAGER/OCCUPANCY	_____ DATE

CERTIFICATION WARNING! Title 18, Section 1001 of the US Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government.

I, _____, as Head of Household certify that I, and the other members of the Tenant Family, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Landlord before execution of this Lease, or before the Landlord approval for occupancy of the unit by the Tenant Family.

I have not failed to report any change of status regarding household composition and income in connection with any Federally Assisted Housing Program.

I further certify that all information or documentation submitted to the Landlord by me or other members of the Tenant Family in connection with any federal housing assistance program are true and complete to the best of my knowledge and belief.

_____ Signature of Head of Household	_____ Date
_____ Signature of Co-Tenant	_____ Date

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