

# Housing AUTHORITY OF THE CITY OF OMAHA

## TENANTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the **Housing Authority of the City of Omaha** (herein called "OHA"), and (list head of household and co-head, if any) [Click or tap here to enter text.](#) (herein called the "Tenant"), and becomes effective as of this date [Click or tap here to enter text.](#)

- 1) **Unit:** That OHA leases to Tenant the dwelling unit located at [Click or tap here to enter text.](#) (and hereinafter called the "Premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: [Click or tap here to enter text.](#)
- 2) **Household Composition:** The Tenant's household is composed of the individuals listed below. All members of the household age 18 and over shall execute the Lease.

Legal Name	Date of Birth

- 3) **Term:** The term of this Lease begins [Click or tap here to enter text.](#) for twelve months. This Lease expires [Click or tap here to enter text.](#) [Click or tap here to enter text.](#) Unless otherwise modified or terminated in accordance with the terms of this Lease, or unless the family fails to comply with the community service and self-sufficiency requirement as set forth in this Lease, this Lease shall automatically be renewed for successive terms of twelve months.
- 4) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.
  - a) **Additions to the Household:** Any additions to the household members named on the Lease (including live-in aides and foster children), but excluding natural births, legal adoptions and court-awarded custody, require the advance written approval of the OHA. Such approval will be granted only if the new family members pass the OHA's screening criteria. Permission to add live-in aides and foster children shall not be unreasonably refused.
  - b) **Deletion from the Household:** Deletions, for any reason, from the household members named on the lease shall be reported by the Tenant to OHA in writing within ten (10) days of the occurrence. An employed head, spouse, or cohead absent from the unit more than 180 consecutive days will be removed from the lease.
  - c) **Visitors:** A Tenant family must notify OHA when guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. A family may request an exception to these time limits for valid reasons (such as care of a relative recovering from a medical procedure). OHA may require documentation in order to approve the presence of guests beyond the time limits. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near OHA premises.
    - i) Unauthorized Occupants are considered person residing in a unit who is not included on the lease in the composition of the household as approved by OHA, or who is not a guest, is considered an unauthorized occupant.
  - d) **Temporary Absences:** Tenant must notify OHA in advance if they will be away from the premises for more than seven consecutive days.

- e) **Pets:** Tenant must comply with OHA's pet ownership policies incorporated into the lease through the attached addendum. Tenants are permitted to keep certain household pets in their dwelling units, subject to pet policies. Tenant agrees to comply with OHA's pet rules. A violation of OHA's pet rules may be grounds for removal of the pet, or termination of the pet owner's tenancy, or both.
- f) **Legal Profit-Making Activities:** With the prior written consent of OHA, members of the household may engage in legal profit-making activities in the dwelling unit. OHA may evaluate and/or revoke this consent at its discretion at any time.

5) **Rent:**

Initial rent shall be \$Click or tap here to enter text. per month and shall be payable in advance **on the 1st day of each month and shall be delinquent after the 7th** day of said month. Rent for partial months will be pro-rated. Partial rent for the first month, if applicable, shall be \$ Click or tap here to enter text.

This is the flat rent for the Premises

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

The rent amount is stated in this Lease shall remain in effect unless adjusted by the OHA in accordance with Section 10 herein. The amount of the Tenant Rent shall be determined by the OHA in compliance with HUD regulations and requirements and in accordance with OHA's Admissions and Occupancy Policy.

6) **Utilities and Appliances:**

a) **OHA-Supplied Utilities:** If indicated by an (X) below, OHA provides the indicated utility as part of the rent for the Premises:

Electricity    Natural Gas    Water/Sewer/Trash

OHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

b) **OHA Supplied Appliances:** If indicated by an (X) below, OHA shall provide the following appliances for the premises:

Cooking Range/Oven    Refrigerator    Dishwasher    Microwave

Washer/Dryer    Window/Portable Air Conditioner: Click or tap here to enter text.(number provided)

Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the written approval of OHA. A monthly service charge may be assessed for additional appliances.

c) **Tenant-Paid Utilities:** If indicated by an (X) below, the Tenant shall supply the following utilities:

Electricity    Natural Gas    Water    Sewer/Trash

i) For tenants paying an income-based rent, if the tenant pays OHA for individually-metered utilities or pays his or her utilities directly to the utility supplier, OHA must subtract a utility allowance from the Total Tenant Payment (TTP) to determine the amount of tenant rent. The amount of the allowance is \$Click or tap here to enter text.

Tenant's income-based rent is NOT less than the utility allowance,

Tenant's income-based rent is less than the utility allowance, therefore Tenant shall receive a utility reimbursement of \$Click or tap here to enter text. per month. Utility Reimbursements shall be paid to the utility supplier and/or

the Tenant monthly. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- ii) OHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.
  - iii) Tenant agrees to pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- d) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by OHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- 7) **Security Deposit:** Tenant agrees to pay \$[Click or tap here to enter text.](#) as a security deposit, an amount equal to one month's Total Tenant Payment or Flat Rent. The Security Deposit shall be payable upon execution of this Lease, or as otherwise outlined in promissory agreement.
- a) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by OHA. The return of a security deposit shall occur within 14 days after termination of the rental agreement.
  - b) OHA will use the Security Deposit at the termination of this Lease:
    - 1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
    - 2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, or guests.
    - 3) If any deductions are made, OHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
- 8) **Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. Other charges can include:
- a) **Late Charges:** A late fee of \$35 is assessed if rent is not received by the seventh (7th) day of each month, in accordance with the Admissions and Continued Occupancy Plan (ACOP). The late fee shall become due and payable two weeks after OHA gives written notice of the charges.
  - b) **Insufficient Funds Charge:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$35.00 (or equivalent of bank charge, whichever is higher) will be charged to the Tenant. The fee will be due and payable 14 days after billing. This fee is in addition to the late fee if not paid in full by the seventh.
  - c) **Maintenance costs** - The cost for services and/or repairs due to damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When OHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by OHA, or for work not listed on the Schedule of Maintenance Charges, based on actual cost to OHA for the labor and materials needed to complete the work, including overtime rates if applicable. These charges shall become due and payable two weeks after OHA gives written notice of the charges.
  - a) **Charges for Excess Appliances:** (Not applicable to tenants who pay utilities directly to utility supplier): An additional monthly charge for each month of

occupancy for each excess appliance on the premises, as referenced in the Schedule of Maintenance Charges, will be due, which may include the following:

Additional Air Conditioners    Freezer    Second Refrigerator

- b) **Charges for Excess Utilities:** (Not applicable to tenants who pay utilities directly to utility supplier): At developments where utilities are provided by OHA and individually metered, a charge shall be assessed for excess utility consumption. A Schedule of Special Charges for Utilities is posted in development offices and can be furnished to tenants on request. Charges for excess utility consumption are not due and collectible until two weeks after OHA gives written notice of the charges.
- 9) **Payment Location:** Rent and other charges can be paid online or at the drop box located at the Property Management Office or other designated location identified by written notice from OHA. OHA will not accept cash. OHA will not accept personal checks for rent that is delinquent. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.
- 10) **Re-determination of Rent, Dwelling Size, and Eligibility.** The rent amount as listed in this Lease is due each month until changed as described below:
- a) **Reporting Changes:** All changes in family composition must be reported to OHA within ten (10) days of the occurrence. Failure to report within the ten (10) days may result in a retroactive rent charge.
- b) **Verifications:** Tenant agrees to supply OHA with accurate and timely information about family composition, age of family members, income and source of income of all family members, assets, community service activities and related information necessary to determine eligibility, annual income, adjusted income and rent. Failure to supply such information when requested is a serious violation of the terms of this Lease, and OHA may terminate this Lease.
- All information must be verified. Tenant agrees to comply with OHA's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. This information will be used by OHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
- c) **Annual Reviews:** The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years at the annual recertification. Tenants shall have the right to choose the type of rent they prefer annually (flat rent or income based).
- c) **Interim Reviews:** Rent may change during the period between regular re-examinations when:
- i) Tenant reports a change in his/her circumstances. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence. (Failure to report an income increase within ten (10) days may result in a retroactive rent charge.)
- ii) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. OHA then may apply an increase in rent, retroactive to the first of the month following the month in which the misrepresentation occurred.
- iii) Rent formulas or procedures are changed by Federal law or regulation.
- d) **Final Determinations:** Tenant is entitled to an explanation of OHA's determination of rent or the family's obligation to transfer. Tenant may request a hearing under OHA's grievance procedure if he or she disagrees with OHA's determination or proposed course of action. The tenant has a right to request a grievance hearing regardless of whether the tenant's rent is decreased or increased.
- 11) **Rent Adjustments:** Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

- a) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations.
- b) In the case of a rent increase (when reported within ten days of the change), the increase will become effective the first (1st) day of the month following 30 days written notice of the rent increase. In the case of Tenant caused delays in complying with OHA's recertification processes, rent increases may be retroactive to the annual review date and the Tenant may not receive a 30-day notice of the rent increase.
- d) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, an increase in income or assets within 10 days of the occurrence, OHA shall apply the increase in rent retroactive to the first (1st) day of the month following the month in which the change occurred.
- e) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day (1st) of the second (2nd) month following the month in which OHA notifies the Tenant of the law or regulatory change;
- f) The Tenant is entitled to an explanation of how the amount is computed by OHA. Rent redeterminations are subject to the Grievance Procedure. The tenant has a right to request a hearing if they disagree with the OHA's determination.

12) **Community Service and Self-Sufficiency Requirement**

- a) Pursuant to the Quality Housing Welfare to Work Act ("QHWRA"), OHA's community service requirements mandate that each non-exempt Tenant eighteen (18) years or older shall contribute eight (8) hours per month of some combination of community service (not including political activities) and/or participation in the economic self-sufficiency program, as defined in the Admissions and Continued Occupancy Policy.
  - i) Exemption is provided subject to the specific requirements as described in the OHA's Admissions and Continued Occupancy Policy.
  - ii) Tenant must immediately notify the OHA of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemptions.
- b) The OHA shall determine annually if non-exempt adult Tenants are in compliance. OHA will provide written notification to the tenant of noncompliance. For any household found not in compliance, this Lease shall not be renewed at the end of the twelve-month lease, unless:
  - i) The head of the household and any other non-compliant Tenant, before the expiration date, enter into a work-out agreement to make up the uncompleted hours as well as any additional required hours with in the next twelve (12) month period (such agreement shall not be extended beyond one year), or
  - ii) The family provides written assurance satisfactory to the OHA that the non-compliant Tenant no longer resides in the unit.

13) **Transfers**

- a) **OHA Required Transfers:** OHA may require that a Tenant transfer to another unit under some circumstances, including the following:
  - i) Upon written notice from OHA, Tenant agrees to transfer to a appropriately sized unit if OHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs;
  - ii) OHA may move a Tenant into another unit if it is determined necessary to rehabilitate, sell or demolish Tenant's unit;
  - iii) A Tenant without disabilities who is housed in an accessible or adaptable unit agrees to transfer to a unit without such features should a Tenant with disabilities need the unit;

- iv) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by OHA. If Tenant refuses to move, OHA may terminate the Lease;
  - v) Involuntary transfers are subject to the grievance procedure, and no such transfers may be made until either the time to request a grievance has expired or the procedure has been completed;
- b) **Tenant Requested Transfers:** OHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- i) If a Tenant makes a written request for special unit features in support of a documented disability, OHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, OHA may transfer Tenant to another unit with the features requested;
  - ii) Tenant requested transfers, other than those made to accommodate a disability, may be subject to paying a transfer fee.
- 14) **Terms and Conditions – OHA Obligations:** The following terms and conditions of occupancy are made a part of the Lease. OHA shall be obligated:
- a) To maintain the dwelling unit and the Property in decent, safe and sanitary condition;
  - b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
  - c) To make necessary repairs to the dwelling unit;
  - d) To keep property, building, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
  - e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by OHA;
  - f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Premises by Tenant;
  - g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
  - h) To notify Tenant of the specific grounds for any proposed adverse action by OHA. Such adverse actions include, but are not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
    - i) When an adverse action is proposed, the notice of the proposed adverse action must inform the Tenant of his/her right to request a grievance hearing according to OHA's grievance procedures (unless otherwise precluded).
    - ii) In the case of a lease termination, HUD considers a notice of lease termination that complies with HUD regulations to be an adequate notice of proposed adverse action.
    - iii) In the case of a proposed adverse action other than a proposed lease termination, OHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

- iv) In the case of lease bifurcations as a result of domestic violence, dating violence, sexual assault, or stalking, OHA must implement this according to the procedures prescribed by federal, state, or local law for termination of leases. In compliance with HUD's final rule implementing VAWA, where the individual who was evicted or whom assistance was terminated was the lease holder, OHA must provide any remaining tenant or tenants reasonable time to establish eligibility for the same covered housing program or find alternative housing. OHA may not initiate eviction procedures until 30 days after the lease bifurcation.
  - v) OHA is obligated to fill accessible units with individuals who need accessible features. If Tenant is in an accessible unit and does not have a disability requiring the accessibility features of the unit, OHA may require the Tenant via a lease term, to move to a non-accessible unit when one becomes available.
- 15) **Terms and Conditions – Tenant's Obligations:** The following terms and conditions of occupancy are made a part of the Lease. Tenant shall be obligated:
- a) Not to assign the Lease, nor sublease the dwelling unit:
    - i) Not to give accommodation to boarders, lodgers (for example through short-term rentals) or any person who has violated OHA's policies and procedures. Boarders and lodgers are not to be confused with guests and are not permitted to occupy a unit or move in with any family occupying a unit.
    - ii) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of OHA.
  - b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in this Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family so long as OHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit;
  - c) To comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of Tenant and household;
  - d) To abide by necessary and reasonable regulations promulgated by OHA for the benefit and well-being of the housing project and tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease;
  - e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition.
  - f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by OHA.
  - g) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators. This includes, but is not limited to, refraining from splicing, stealing, running extension cords or other wiring throughout the property to produce utility connections.
  - h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or Property;
  - i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, Property buildings, facilities, or common areas caused by Tenant, household members or guests;
  - j) To act, and cause household members or guests to act in a manner that will not disturb the peaceful enjoyment of accommodations by any other Tenants, neighbors, or persons residing in the immediate vicinity of the premises and will be conducive to maintaining all OHA properties in a decent, safe, and sanitary condition.

- k) To act in a cooperative manner with neighbors, OHA staff and contractors. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and OHA staff;
- l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of OHA's public housing premises by other Tenants, OHA employees, agents of OHA, or persons residing in the immediate vicinity of the premises.
  - ii) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. For the purposes of this Lease, the term "drug-related criminal activity" means the illegal possession, 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 Substances Act. and/or Nebraska Law.
  - iii) Any smoking of prohibited tobacco products in restricted areas or in other outdoor areas designated as smoke-free by OHA.
- m) To ensure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or the right to peaceful enjoyment of the premises by other Tenants
- n) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Nebraska anywhere on the property of OHA.
- o) To make no alterations or repairs to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of OHA. To make no changes to locks or install new locks on exterior doors without OHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (with the exception of a reasonable number of picture hangers) without authorization by OHA;
- p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
- q) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
- r) To refrain from erecting or hanging radio/television antennas or satellite dishes on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by OHA with the written approval from OHA;
- s) 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 OHA;
- t) To 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 on the grounds of any OHA development except in accordance with the OHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal. Written approval is required for a dog or a cat.
- u) To remove from OHA property any vehicle without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by OHA. Any inoperable or unlicensed vehicle as described above will be removed from OHA



property at Tenant's expense. Automobile repairs are not permitted on the project site;

- v) To remove any personal property left on OHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 14 days shall be considered abandoned and will be disposed of by OHA in accordance with the Nebraska Housing Agency Act. Costs for storage and disposal shall be assessed against the former tenant.
- w) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY OHA PROMPTLY OF A KNOWN REPAIR NEEDED TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to damage that occurs;
- x) To give prompt prior notice to OHA of Tenant's leaving the dwelling unit unoccupied for any period exceeding 7 calendar days;
- y) 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.
- z) To ensure that all guests are escorted by a Tenant while in the common areas (including but not limited to lobbies, halls, community rooms and offices) of OHA buildings. Tenants shall be held responsible for the conduct of their guests.
- za) To ensure that all controlled access cards are used only by authorized Tenants as listed on this Lease. Tenants must report lost or stolen cards to the Property Manager or other appropriate OHA personnel within 24 hours.
- zb) Tenants shall take any and all reasonable steps to exclude Trespassed ("Banned and Barred") Persons from OHA property. If it is determined that a Tenant or member of the Tenant's household invites, facilitates or permits a Trespassed Person to enter OHA property, it will be considered to pose a threat to the health, safety and welfare of other Tenants, OHA employees and/or persons residing in the immediate vicinity of the premises.
- zc) For tenants residing in scattered-site single family houses or duplexes, tenants must perform seasonal maintenance or other minor maintenance tasks. OHA will exempt tenants who are unable to perform such tasks because of age or disability when an approved reasonable accommodation exists that exempts the tenant from the requirement.

If a tenant is unwilling or unable to perform the maintenance tasks, OHA can charge a fee for OHA to perform the task, as outlined in the approved Maintenance Charges. This fee is separate and apart from rent, and tenants who are exempt because of disability are not charged.

The following maintenance tasks are to be performed by the tenant:

- Cutting grass & trimming bushes
- Shoveling snow from sidewalks and driveways within 24 hours of the end of snowfall
- Putting down salt for ice
- Raking leaves and picking up branches
- Treating for weeds and watering the lawn
- Maintaining yards free of trash or litter
- Cleaning the gutters

- 16) **Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:
- a) **OHA Responsibilities:**
- i) OHA shall be responsible for repair of the unit within a reasonable period of time. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant;
  - ii) If repairs cannot be made within a reasonable time, OHA shall offer the Tenant standard alternative accommodations, if available;
  - iii) In the event repairs cannot be made by OHA and alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members or guests;
  - iv) If OHA determines that the dwelling unit is unlivable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated.
  - v) If the dwelling unit damage creates conditions that might expose the Tenants to lead-based paint hazards, OHA shall take additional steps to ensure their safety while repairs are being made. Additionally, if OHA relocates the family due to any type of damage, and lead-based paint hazards were being controlled in the family's unit prior to the damage, the temporary unit shall be free of lead-based paint hazards.
- b) **Tenant Responsibilities:**
- i) Tenant shall immediately notify OHA management of the damage;
  - ii) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by OHA, during the time in which the defect remains uncorrected;
  - iii) Tenant shall accept any replacement unit offered by OHA.
- 17) **Move-in and Move-out Inspections:** OHA will inspect the unit prior to move-in and at move-out.
- a) **Move-In Inspection:** OHA and Tenant or their representatives shall inspect the dwelling unit prior to occupancy by Tenant. OHA will give Tenant a written statement of the condition of the dwelling unit and note any equipment provided with the unit. The statement shall be signed by OHA's staff and Tenant. Any deficiencies noted on the inspection report will be corrected by OHA's staff within 30 days of move-in;
- b) **Move-Out Inspection:** OHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless Tenant vacates without notice to OHA.
- 18) **Entry of Premises During Tenancy:** OHA may enter a dwelling unit during a Tenant's occupancy under specified circumstances.
- a) **OHA's Responsibilities:**
- i) OHA shall give Tenant at least a forty-eight (48) hour written notice that OHA intends to enter the unit. OHA may enter only at reasonable times;
  - ii) OHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists;

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

a) **Tenant Responsibilities:**

- i) Tenant agrees that the duly authorized agent, employee, or contractor of OHA will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing;
- ii) When Tenant calls to request maintenance on the unit. Tenant's request for maintenance shall constitute permission to enter.

19) **Notice Procedures:**

- a) **OHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit;

- i) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned;
- ii) If Tenant is visually impaired, all notices must be in an accessible format.

- b) **Tenant Responsibility:** Any notice to OHA must be in writing, delivered to the property management office or to OHA's central office, or sent by prepaid first-class mail, properly addressed.

- 20) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, then OHA will terminate the Lease.

- 21) **Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by OHA and Tenant:

- a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease. Such serious or repeated violation of terms shall include but not be limited to:

- i) The failure to pay rent or other payments when due;
- ii) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- iii) Failure to fulfill household obligations, as described in tenant obligations;
- iv) Failure to fulfill household obligations, as described in rent determinations;

- b) Being over the income limit for the program, as provided in 24 CFR 960.261.

- i) Families exceeding the over-income limit for 24 consecutive months will be subject to either paying an alternative rent or termination of tenancy from Public Housing. If the family is subject to termination, OHA has up to six months after the 24-month over income period to terminate tenancy.

- c) Other good cause. Other good cause includes, but is not limited to, the following:

- i) Discovery after admission of facts that made the tenant ineligible;
- ii) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

- d) Failure to accept OHA's offer of a lease revision to an existing lease: that is on a form adopted by OHA in accordance with HUD regulations; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled

to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

- e) If an individual was subject to a lifetime sex offender registration requirement, but received housing assistance in error under the Public Housing program, OHA must take immediate action to terminate the tenancy of the sex offender, as the individual is ineligible and would not have been provided assistance but for an oversight by OHA or false representation by the applicant.
- f) Criminal activity or drug or alcohol abuse as described below;
  - i) OHA shall immediately initiate the lease termination process to terminate tenancy if OHA determines that any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
  - ii) Drug-related criminal activity engaged in, on or off the premises by any tenant, member of the tenant's household, or current guest is grounds for OHA to take action to terminate tenancy.
  - iii) OHA may evict a family when OHA determines that a household member is illegally using a drug or when a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
  - iv) Criminal activity by a tenant, household member, current guest, or other person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or threatens the health, safety, or right to peaceful enjoyment by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy pursuant to Federal statute and regulations.
  - v) OHA may terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a felony or attempted felony (or, in New Jersey, a high misdemeanor) or violating a condition of probation or parole imposed under state or federal law.
  - vi) OHA may terminate tenancy if OHA determines that a household member has engaged in alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- g) In deciding to evict for criminal activity, OHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, OHA 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. OHA 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 as a condition to being allowed to reside in the unit.
- h) Incidents of domestic violence, including:
  - i) Construing incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking is considered a serious or repeated violation of the lease or good cause for termination of the tenancy, occupancy rights of, or assistance to the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking; and
  - ii) Termination of tenancy, occupancy rights, or assistance to the victim because of criminal activities directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the tenant's household, or any guest, or other person under the tenant's control is prohibited, if the tenant or affiliated individual of the tenant is the victim or threatened victim.

i) OHA may evict Tenant from the unit only by bringing a court action.

22) **Termination Notice:**

a) Tenant may terminate this Lease at any time by giving a thirty (30) day written notice as described in Section 19 above.

b) OHA shall give written notice of the proposed termination of the Lease of:

i) Fourteen (14) days in the case of failure to pay rent;

ii) Three (3) days for criminal activity or any activity that threatens the health, safety and welfare of other Tenants, OHA employees or persons residing in the immediate vicinity of the premises;

iii) Fourteen (14) days if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months;

iv) Thirty (30) days in any other case.

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

i) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with, the notice of Lease termination under this Section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and legal fees;

ii) When OHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with OHA's grievance procedures;

1) The tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed;

iii) When OHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and OHA has decided to exclude such grievance from the OHA grievance procedure, the notice of Lease termination shall:

1) State that Tenant is not entitled to a grievance hearing on the termination;

2) Specify the judicial eviction procedure to be used by OHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

3) State whether the eviction is for a criminal activity that threatens the health or safety of Tenants or staff or for drug-related criminal activity.

d) When OHA evicts a Tenant from a dwelling unit for criminal activity, OHA shall notify the local post office serving that dwelling that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

23) **Grievances:** OHA's grievance procedure is outlined in the Admissions and Continued Occupancy Plan and available at development offices, to be furnished to Tenants upon request. Any disputes between OHA and the Tenant about the obligations of the Tenant or OHA must be resolved in accordance with OHA's grievance procedure.

- 24) **Modifications:** Modifications to this Lease require a written agreement signed by OHA and the tenant, except for changes due to redetermination of rent or family composition and revisions to OHA documents incorporated into the lease by reference.
- 25) **Waiver:** No delay or failure by OHA in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON THE LEASE.)**

**Tenant certifies that no members of my household, have committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to OHA before execution of the Lease, or before OHA's approval for occupancy of the unit by the household member.**

**Tenant further certifies that all information or documentation submitted by myself or other household members to OHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.**

**ATTACHMENTS:**

If indicated by an (X) below, OHA has provided the Tenant with the information:

- Lead Paint Warning and Disclosure (and any available records)\*
- Lead Hazard Information Pamphlet\*
- Smoke Free Addendum
- Pet Policy
- Rules of Occupancy
- Schedule of Maintenance Charges
- Other: \_\_\_\_\_

*\* Housing exempt from lead-based paint requirements includes housing that: has been certified as lead-based paint free; was constructed after January 1, 1978; is designated exclusively elderly or persons with disabilities (not if a child or children under 6 live or are expected to live in the housing); or is a zero-bedroom dwelling unit (not exempt if a child or children under 6 live or are expected to live in the housing)*

**PROPERTY MANAGEMENT OFFICE      HOURS: 8:00 A.M. TO 4:30 P.M., MON-FRI**

**ADDRESS: Click or tap here to enter text.      PHONE: Click or tap here to enter text.**

**MAINTENANCE REQUESTS: www.myportal.ohauthority.org**

**EMERGENCY MAINTENANCE REQUESTS: (402) 536-3600 (follow prompts for property management)**

**AFTER HOURS MAINTENANCE REQUESTS: (402) 978-8671**

HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF HEAD OF HOUSEHOLD: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**SMOKE-FREE ADDENDUM TO THE TENANTIAL LEASE AGREEMENT**

This Addendum to the Tenantial Lease Agreement (“Addendum”) is incorporated into and shall be deemed to amend and supplement the Tenantial Lease Agreement (“Lease”) made by the undersigned Tenant(s) and the Housing Authority of the City of Omaha (OHA) or Housing in Omaha, Inc. (HIO) or its affiliate organizations. This Addendum shall not alter any existing responsibility, obligation, or provision of the Lease, unless expressly stated herein.

The purpose of this Addendum is to designate all OHA and HIO dwelling units, buildings, grounds, and offices as smoke-free effective July 1, 2018. Smoking is prohibited on all property owned or managed by OHA or HIO, except any area of the grounds specifically designated as a smoking area.

The Tenant shall be obligated to assure that Tenant, members of the tenant’s household, guests, service persons, and any other persons under the Tenant’s control, shall not engage in any smoking of prohibited tobacco products in the dwelling unit, inside any OHA or HIO building, or on the grounds of any OHA or HIO property, except in any area of the grounds that has been specifically designated as a smoking area. Restricted areas where smoking is prohibited include, but are not limited to, the dwelling unit, all indoor areas of public housing buildings and appurtenances, hallways, community facilities, rental and administrative offices, day care centers, laundry rooms, grounds, and parking lots.

For the purposes of this Addendum, “smoke” or “smoking” means the lighting of any cigarette, cigar, pipe, water pipe, or other smoking material; or the possession of any lighted cigarette, cigar, pipe, water pipe, or other smoking material, regardless of its composition; or the use of electronic nicotine delivery systems such as e-cigarettes, nicotine inhalers, and vaping devices.

Repeated violation of the smoke-free policy will be considered a breach of the Lease and cause for termination of tenancy.

OHA’s and HIO’s smoke-free policies prohibit smoking in restricted areas. However OHA and HIO do not guarantee a smoke-free environment.

**I/we understand this lease addendum and agree to comply with all of the above statements.**

HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF HEAD OF HOUSEHOLD: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_



## PET, SERVICE ANIMAL AND SUPPORT ANIMAL LEASE ADDENDUM

OHA's policies on the keeping of pets and describes the criteria and standards pertaining to OHA's legitimate interest to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of OHA. Tenants of every OHA development are permitted to own and keep common household pets, in accord with OHA policies and these rules.

In addition, persons with disabilities have the right under fair housing and civil rights laws to own and keep a service animal or support animal when the animal is necessary due to disability-related needs. Tenants must request approval through OHA's accommodation of disabilities process for an animal to be considered a service animal or support animal. Service animals and support animals are not considered pets and thus are exempted from certain pet policies. With the exceptions stated below, owners of service animals or support animals are required to follow OHA's policies and these rules. Persons with disabilities may request an accommodation of disabilities from any OHA staff or OHA office.

**Animals Permitted as Pets:** Tenants may own a maximum of 2 types of pets, only 1 of which may be a dog or cat. Animals that are permitted as pets include the following:

- **Dogs:** Maximum number: One. Maximum adult weight: 25 pounds. Must be housebroken. OHA will not approve any dogs restricted by Omaha city code Section 6-163
- **Cats:** Maximum number: One. Must be trained to use a litter box.
- **Birds:** Maximum number: Two. Birds must be enclosed in a cage at all times.
- **Fish:** Maximum aquarium size: 20 gallons.
- **Hamsters, Gerbils, and Guinea Pigs:** Maximum number: Two. Must be enclosed in an acceptable cage at all times. Must have all inoculations as required by state or local law.

**Restrictions on Animals Permitted:** Animals that are not permitted as pets include:

- Rabbits; chickens, reptiles; mice, rats, and other rodents (with the exception of hamsters, gerbils, and guinea pigs); insects; arachnids; wild animals or feral animals; pot-bellied pigs
- Animals used for commercial breeding
- Any animal whose adult weight will exceed 25 pounds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

**Registration for Dogs & Cats (Including Service Animals & Support Animals):**

- Every dog and cat be registered with OHA before it is brought onto OHA premises. This requirement applies to service animals and support animals, as well as pets. The following documentation is required for OHA registration:
  - Completed OHA pet registration form
  - Proof of the animal's current licensing with the Nebraska Humane Society
  - Documentation signed by a licensed veterinarian or state or local authority that the pet has received all inoculations required by state or local law and that the pet is spayed or neutered (or in the case of underage animals, within 30 days of the pet reaching 6 months of age). The requirement to be spayed or neutered only applies to pets, not apply to service or support animals
- Documentation must be renewed annually in April of each year.

**Denial of Pet Approval:**

- OHA will not approve a pet if:
  - The pet does not meet OHA's pet standards for type and number of pets
  - Keeping the pet would violate any pet restrictions listed in these policies
  - The pet owner fails to provide complete pet registration information, or fails to update the registration annually
  - The pet owner has failed to properly care for an animal or manage pet ownership responsibilities, including but not limited to evidence that the pet owner has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet, or has been prohibited from future pet ownership due to pet rule violations or a court order
  - The pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered

as a factor in determining the pet owner's ability to comply with provisions of the lease.

- If OHA refuses to approve a pet, OHA will provide written notice of the refusal. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision

#### **Deposits, Fees, & Other Charges:**

- **Deposits:** For dogs & cats that are pets, OHA requires a refundable pet deposit of \$200. The pet deposit does not apply to service animals and assistance animals.
  - The pet deposit shall be applied only to expenses directly attributable to the presence of the pet and will not be applied to other non-pet maintenance charges or damages. No refund of the pet deposit will be made until the dwelling unit has been inspected by OHA.
- **Pet Fees:** In general occupancy developments, OHA also requires a pet fee of \$10/mo. The pet deposit & pet fee do not apply to service animals and assistance animals.
- **Pet Related Damages:**
  - Charges for pet waste removal (\$20.00 per occurrence)
  - The cost of repairs and replacements to the Tenant's dwelling unit
  - Repairs to common areas of the project
  - Flea and pest elimination

#### **Rules for Care and Management of Animals**

1. **Threats to Health, Safety, & Welfare of Others:** OHA will not approve any animal, and may require the removal of any animal, when OHA has reliable objective evidence that the specific animal would pose a direct threat to the health, safety, or welfare of others.
2. **Cleaning Up After Your Animal:** Tenants are responsible for cleaning up after their animals to minimize unsanitary conditions and nuisance to the community. Tenants must immediately clean up after their animals defecate. This includes any common areas and public spaces of OHA property, as well as neighboring properties and public space. Tenants must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
3. **Sanitary Conditions & Noise Nuisance:** Tenants must maintain sanitary conditions in their units, and may not permit unsanitary conditions, odors, pests, or other conditions that threaten health, safety, or welfare. Tenants must control the noise of their animals so that such noise does not constitute a nuisance to other Tenants.
4. **Alterations to Unit or Property:** Tenants may not alter their unit or premises without prior approval from OHA. Installation of pet doors is expressly prohibited.
5. **Animals Temporarily on the Premises:** OHA does not permit Tenants to temporarily care for an animal unless the animal has been approved and registered with OHA.
6. **Where Animals are Permitted:** Pets are permitted only in the Tenant's unit, in outdoor areas where pet exercise is permitted, and in those common areas necessary to convey a pet between the unit and the pet exercise area. Pets are not permitted in other common areas of OHA premises. Service animals and assistance animals are permitted in any common areas of the housing premises where their Tenant owners are permitted. Service animals, as defined by the ADA, are permitted in any area where members of the public are permitted. A tenant's guest who requires a service animal may bring the service animal into any area where the guest is permitted, provided the guest is in the company of an OHA Tenant. OHA may require certification of the service animal's status. The OHA tenant is responsible for their guests at all times, including their guests' service animals.
7. **Guests' Animals:** Guests are not permitted to bring any animals, including assistance animals, onto OHA premises without OHA's prior approval. Service animals are exempted as stated below.
8. **Restraint of Animals in Common Areas:** Any time that an animal is outside of the Tenant's unit on OHA premises, it must be kept on a leash or carried or in an appropriate cage or carrier, and it must be under the control of the Tenant or other responsible individual at all times. In some cases, owners of service animals may require alternate methods of control, but must maintain control of the animal at all times.
9. **Restraint & Tethering of Dogs Outdoors:** City code requires all dogs to be securely restrained or tethered or controlled. OHA does not permit any dog to be tethered or chained outdoors for any period of time unless it is accompanied by an adult family member. Dogs may be tethered or chained outdoors only in a location where the dog is permitted.
10. **Restraint of Dogs Required When OHA Needs to Access the Unit:** When OHA needs to access the Tenant's unit for maintenance or inspections or other purposes, dogs must be restrained in a crate or separate room or otherwise under the effective control by an adult.

**Violations of Policies and Emergencies**

- Upon 48 hours' notice to the tenant, OHA may enter and inspect the premises during reasonable hours to ensure the Tenant is compliant with OHA policies and lease requirements. In addition, OHA shall have the right to enter a dwelling unit without notice in situations deemed to be an emergency.
- OHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. If an animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.
- If the death or incapacity of the owner threatens the health or safety of an animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the responsible party designated as an emergency contact by the owner. If the responsible party is unwilling or unable to care for the animal, or if OHA after reasonable efforts cannot contact the responsible party, OHA may contact the appropriate state or local agency and request the removal of the animal.
- Violations of these policies may constitute grounds for termination of a tenant's lease. In addition, OHA may revoke its approval of a particular animal, and require that the animal be removed from the premises, at any time that the Tenant fails to comply with these policies and the presence of the animal interferes with the health, safety, or peaceful enjoyment of the property by other tenants, OHA staff, or members of the public.

**I/we understand this lease addendum and agree to comply with all of the above statements.**

HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF HEAD OF HOUSEHOLD: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is Click or tap here to enter text.Click or tap here to enter text.. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

**I/we understand this lease addendum and agree to comply with all of the above statements.**

HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME OF HEAD OF HOUSEHOLD: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADULT HOUSEHOLD MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_