

Omaha Housing Authority

Summary of Changes to the Public Housing Lease

Significant changes were made the structure and formatting of the lease. The lease was previously organized in two parts, which has now been combined into one to increase flow and remove repetitiveness. Language in the lease was simplified. The lease was previously 26 pages and has now been reduced to 20. Finally, a review of all relevant HUD guidebooks and notices was conducted to ensure that all required items were included and up to date, as well as continuity with OHA's current Admissions and Continued Occupancy Plan (ACOP). The following is a summary of the most significant changes to content:

- **Household composition:** removed some details on household members, to only include name and date of birth (not age, relationship and social security number)
- **Use and Occupancy of Dwelling:** Previously titled "Description of the Parties and Premises".
 - o Added section on temporary absences and pets.
 - o Additional detail around limitations on visitors.
 - o Expanded information on deletion from the household to comply with HUD regulations on those absent more than 180 days.
- **Utilities and Appliances:** expanded the language around utility allowances to better explain procedures for locations with tenant supplied utilities.
- **Other charges – late fee:** a charge of \$25 was listed in the lease previously. This charge was increased to \$35 to reflect the most recently approved ACOP. Procedural information regarding how non-payment notices are issued was removed.
- **Other charges – insufficient funds charge:** this was not listed in the previous lease, but is included in the most recently approved ACOP. It was added to the lease for information purposes.
- **Other charges – excess utility charges:** clarified that this charge only applies at developments where utilities are included in the rent and the property is individually metered.
- **Other charges – installation charges:** previously a charge was listed for tenant supplied air conditioners. This was removed from the lease and is included in the schedule of maintenance charges.
- **Ability to comply with lease terms:** removed statement that OHA will assist tenants and/or their family in locating and moving tenants who are unable to comply with the lease due to physical or mental impairment. This service is not currently provided by OHA staff.
- **Re-determination of Rent, Dwelling Size, and Eligibility:** Added detail on the timing of required annual reviews for tenants paying flat rent.
- **Rent adjustments:** updated language on effective dates of changes to reflect the most recently approved ACOP. Added a required statement describing the grievance procedure.
- **Terms and Conditions – OHA Obligations:**
 - o Added required information regarding lease bifurcations as a result of domestic violence under VAWA.
 - o Added information on obligations to fill accessible units with individuals in need of accessible features.
- **Terms and Conditions – Tenant Obligations:**
 - o Adjusted language regarding the possession of firearms and weapons to clarify that illegal firearms/weapons are prohibited as well possession of any legal firearm or weapon of any kind in common areas. OHA is unable restrict all firearms due to constitutional protections.

- Removed language specific to VAWA requirements that are included in the VAWA lease addendum.
- Removed details related to the pet policy and added complete information on this policy via a Pet, Service Animal and Support Animal lease addendum.
- Changed the number of days that OHA holds abandoned property from 45 days to 14 days, consistent with state law.
- Updated language around removal of the tenant's personal property. It was previously included as a lease addendum but is now part of the lease.
- Added section on seasonal maintenance for scattered-site homes to remove use of separate addendum
- **Defects Hazardous to Life, Health and Safety:** removed stated that OHA is not required to offer a tenant a replacement unit if the hazardous condition was caused by the tenant as this is not consistent with HUD regulations for the public housing program.
- **Defects Hazardous to Life, Health and Safety:** added required stated regarding precautions OHA must take when unit damage creates conditions that might expose a tenant to lead-paint hazards.
- **Termination of the Lease:**
 - Removed the following items grounds for termination:
 - 4 late payments in a 12-month period as a serious and repeated lease violation and
 - Fire on OHA premises caused by the tenant (action taken regarding fires will relate to the severity of the incident and the tenant's ability to pay for any damages)
 - Revised language related to criminal activity, drug and alcohol abuse; including adding several required statements.
 - Added additional items to be identified as grounds for termination, as required by HUD regulations, including:
 - Failure to accept OHA's offer of a lease revision to an existing lease
 - Being over the income limit for the program
 - If an individual was subject to a lifetime sex offender registration requirement, but received housing assistance in error.
 - Details on when incidents of domestic violence are considered grounds for termination
- **Housekeeping Standards:** removed this entire section. Necessary items will be covered in the revised Rules of Occupancy.
- **Lead Warning Statement:** removed this item as it is covered in the required Lead Based Paint Disclosure.
- **One Strike and You're Out Policy Lease Addendums:** removed this addendum. all necessary terms related to violence, criminal activity and drug use are covered in the terms of the lease agreement.
- **Pet, Service and Support Animal Lease Addendum:** added to reflect current policies approved in the ACOP.