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**WEST PALM BEACH HOUSING AUTHORITY**

**DWELLING LEASE**

**DESCRIPTION TO THE PARTIES, PREMISES AND TERMS OF LEASE**

The West Palm Beach Housing Authority ("Authority") does hereby lease to the Tenant ("Tenant") \_\_\_\_\_ unit number \_\_\_\_\_ located at \_\_\_\_\_ city of West Palm Beach, Florida, 33405 consisting of \_\_\_\_\_ bedroom for the term beginning on \_\_\_\_\_, and ending on \_\_\_\_\_. This is a 12-month lease.

Your prorated first month's rent is \$\_\_\_\_\_ less a deduction of \$\_\_\_\_\_ - for the utility allowance. Your regular rent thereafter will be \$\_\_\_\_\_ less a deduction of \$\_\_\_\_\_ for the utility allowance.

Your net rent payable each month is \$\_\_\_\_\_

**ARTICLE 1**

**MEMBERS OF THE HOUSEHOLD TO RESIDE IN THE UNIT**

<b>NAME</b>	<b>RELATIONSHIP</b>	<b>DATE OF BIRTH</b>
_____	_____	_____
_____	_____	_____

Additional family members:

**ABOVE SHALL RESIDE WITHIN THE DWELLING UNIT.**

## **ARTICLE II**

### **RENT**

Rent shall be payable in equal monthly installments due on or before the first day of each month.

This rent shall remain in effect during the term hereof unless and until adjusted pursuant to the terms of Article V hereof. A late charge of \$50.00 will be charged on the sixth (6th) day of each month. The total charges as a result of delinquent rent shall not exceed \$50.00 per month. All rents not paid in full by the fifth (5th) day of each month shall be considered delinquent. Delinquent rents will be processed in accordance with **24 CFR, PART 966, AND FLORIDA STATUTES, CHAPTER 83**. All court costs and related costs expended by the Authority in pursuance of any Lease termination procedure shall be reclaimed by the Authority in conjunction with said termination procedure.

### **CONTINUED LATE PAYMENT OF RENT**

Any tenant(s) who fail to pay their monthly rent prior to the rent becoming delinquent two (2) consecutive months or four (4) months in any calendar year shall be evicted.

### **CHARGES FOR RETURNED CHECKS**

A fee of \$20.00 will be charged **EACH TIME** a check is returned by the bank. Personal checks will not be accepted if more than two (2) checks are returned.

## **ARTICLE III**

### **SECURITY DEPOSIT**

**SECURITY DEPOSIT:** Tenant agrees to pay \$\_\_\_\_\_ as a Security Deposit to used be by the Authority at the termination of this lease toward reimbursement of any rent or damages or other charges owed by the tenant, including the cost of repairing any damages beyond normal wear and tear to the unit, caused by the Tenant, their family, dependents or guests and for cleaning the unit. Payment of the Security Deposit is to be made by the payment of \$\_\_\_\_\_ at the time of occupancy and \$-0- per month until the balance is paid. The Authority agrees to return the Security Deposit, less any charges, when Tenants vacate provided, however, that the Tenant has given fifteen (15) days' written notice. When the Tenant fails to give fifteen (15) days written notice, the Authority shall deduct from any refund due fifteen (15) days rent plus any deductions for (1) rent, (2) damages, and/or (3) charges indicated above and based on an inspection by the Authority, which may be attended by the Tenant or their representative if they wish. If such deductions are made, the Authority will give Tenant a written notice mailed to his/her last known address, of any such costs for damages and/or other charges, to be deducted from the Security Deposit. Unless the Tenant objects, the deduction will be made and the balance of the Security Deposit (if any) mailed to the Tenant. The Security Deposit **may not** be used to pay rent or other charges while Tenant occupies the dwelling unit.

## ARTICLE IV

### UTILITIES

The Authority agrees to furnish the following utilities: **Water and Gas only (if the tenant is over 62 years of age).**

The Tenant is responsible for all utilities (**Electric, Water, Sewage and Gas**) which must remain on at all times.

The Tenant will stay in compliance with **FL State Statute 812.14 Trespass and larceny with relation to utility fixtures** which states "Utility" includes any person, firm, corporation, association or political subdivision, whether private, municipal, county or cooperative, which is engaged in the sale, generation, provision or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service. It is unlawful to: Violate Par. (2) a,b,c, (3) a,b,c (4), (5) and (6) of this statute. **(Provide copies for tenant.)**

Excessive abuse of water may be grounds for eviction.

The Authority will not be responsible for failure to supply utility service for any cause beyond its control.

## ARTICLE V

### RE-DETERMINATION OF RENT, ELIGIBILITY AND UNIT SIZE

**REQUIREMENTS FOR REEXAMINATIONS:** The requirements for the periodic reexamination of tenants by the Authority is as follows:

1. **SECTION 207(A) OF PART II OF THE ANNUAL CONTRIBUTIONS CONTRACT** provides that the Authority shall, at least once a year, reexamine the incomes of families living in its developments.
2. **24CFR SECTION 960.209** provides that each Authority shall reexamine the income of each family in its projects at least annually.

Tenant agrees to sign a statement giving accurate information as to household composition and ages, income, employment and property of household members, for use by the Authority to determine if the rental shall be changed, if the dwelling size is still appropriate, and if Tenant is still eligible for occupancy. This determination will be made in accordance with the approved Statement of Policy Governing Continued Occupancy, which is available for inspection in each Development Office.

1. Rent as fixed herein or as adjusted pursuant to the above will remain in effect for the period between regular rent re-determination unless during such period:

- a. Tenants have had a decline in income, justifying a reduction or increase in rent, or such other circumstances as would create an exceptional situation.
- b. Correct an error that occurred in connection with a previous rent determination.
- c. It is found that Tenants have misrepresented to the Authority the facts upon which their rent is based, so that the rent they are paying is less than they should have been charged. **If this is found, then the increase in rent may be made retroactive.**

In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "NOTICE OF RENT ADJUSTMENT" to the Tenant in accordance with Article IX hereof. All adjustments will become effective the first of the following month, except in (c) as underlined above.

2. If the Authority determines that the size of the dwelling unit is no longer appropriate to Tenant's needs, Tenant agrees to transfer to an appropriate size dwelling unit, either at that development or at some other development within the Authority's jurisdiction, upon appropriate notice by the Authority that such a dwelling unit is available. A new Lease shall be executed.

3. Flat Rent - The Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services and neighborhood. The Authority used the market value of the units and average monthly Total Tenant Payment to determine the rents. The amount of the flat rent will be re-evaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Authority will post the flat rents at each of the developments and at the central office and will be incorporated in the Admissions and Occupancy Policy upon approval by the Board of Commissioners.

The annual letter to flat rent payers regarding the reexamination process will state the following:

- a. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- b. The amount of the flat rent.
- c. A fact sheet about formula rents that explains the types of income counted, the

most common types of income excluded, and the category allowances that can be deducted from income.

- d. Families who opt for the flat rent will be required to go through the income re-examination process every two years, rather than the annual review they otherwise would undergo.
- e. Families who opt for the flat rent may request to have a re-examination and return to the formula-based method at any time for any of the following reasons:
  - 1) The family's income has decreased.
  - 2) The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3) Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

However, once an adjustment is made, the family may not request a change to flat rent until the next annual re-certification.

- f. The dates upon which the Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- g. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- h. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, the Authority will send a re-examination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the West Palm Beach Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the West Palm Beach Housing Authority representative, they may make selection on the form and return the form to the West Palm Beach Housing Authority. In such case the West Palm Beach Housing Authority will cancel the appointment.

- 4. If the Authority makes a determination that a Tenant's family is no longer considered to be a "low-income family," the Authority shall not commence eviction proceedings, or refuse to renew a Lease based upon the income of the Tenant's family unless:
  - a. The Authority has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size, available for rental at approximately the same rent-income ratio which was obtained before the family was determined by

the Authority to be over income, or

- b. The Authority is required to do so by local law.

## ARTICLE VI

### CONDITION OF OCCUPANCY

The Authority has a “One Strike - You Are Out” or “Zero Tolerance” policy with respect to violations of Lease terms pertaining to criminal activity. This means that the Housing Authority will terminate the tenancy and bring eviction actions against any Tenant or member of Tenant’s household who engages in criminal activity or whose guest or any other person under their control engages in criminal activity.

#### TENANT AGREES:

1. Tenant, any member of Tenant's family or household, or a guest or other person under the tenant's control **shall not engage in criminal activity, including drug-related criminal activity**, on or off development premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the controlled Substances Act (21 U.S.C. 802). **Additionally, any criminal activity, including but not limited to the illegal use of a controlled substance, is grounds for eviction if it threatens the health, safety or right to peaceful enjoyment of the premises by other tenants.**
2. Tenant, any member of Tenant's family or household, or guest or other person under the Tenant's control **shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off development premises.**
3. Tenant or members of the family or household **will not permit the dwelling unit to be used for, or to facilitate, criminal activity**, regardless of whether the individual engaging in such activity is a member of the family, the household or guest.
4. Tenant or members of the household **will not engage in the manufacture, sale, distribution, use or possession of illegal drugs**, on or off the development premises or otherwise.
5. Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control **shall not abuse alcohol in any manner which interferes with the health, safety or right to peacefulness of the premises by other Tenants.**
6. Tenant, any member of Tenant’s household, or guest or other person under the tenant’s control, shall not engage in acts of violence or threats of violence, including but not limited to the unlawful use, possession or discharge of firearms, on or near

project premises.

7. In case of conflict between the provisions of this Article and any other provisions of the Lease, the provisions of the Article shall govern.
8. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** By signing this lease, Tenant acknowledges that he or she understands that a **single violation** of any provisions of this Article shall be deemed a serious violation and material noncompliance with the Lease for which the Authority may terminate the tenancy and bring eviction action. Tenant's signature on this Lease further affirms that Tenant understands that in the case of criminal activity, arrest or conviction is not necessary in order for the Authority to evict. While a single violation shall be good cause for eviction, such eviction must be proven in accordance with the law.

**TENANT FURTHER AGREES:**

1. Not to assign, sublet or transfer possession of the unit, nor to give accommodation to boarders or lodgers.
2. Not to use or permit the use of the dwelling unit for any other purpose than as a private dwelling unit solely for themselves and members of their household. However, Tenant shall not have relatives, guests or visitors residing in their unit unless proper notification has been given to Management, and the guest book has been signed. Under no circumstances shall any visitor be allowed to remain in excess of fourteen (14) days, except by written permission of the Authority obtained in advance.
3. Tenants agree to abide by "**THE RULES AND REGULATIONS**" (incorporated as a part of this Lease) established by the Authority, as changed or amended from time to time for the benefit and well-being of the housing community and the residents. A copy of these "**Rules and Regulations**" shall be posted in a conspicuous place in the Development Office.
4. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety
5. To keep the premises and such other areas as may be assigned to them for their exclusive use in a clean and safe condition. To maintain the yard, front, rear and/or side of dwelling in a neat and orderly manner. Where two Tenants live one above the other, the upstairs Tenant will be responsible for the rear yard and the downstairs tenant responsible for the front yard. The side yard, if any, will be divided equally between the two tenants. Tenant further agrees to cooperate with management in maintaining common areas, unless Tenant is unable to perform such tasks because of age or physical disability.



6. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner.
7. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
8. To refrain from, and to cause their household, guests and visitors to refrain from destroying, defacing, damaging, or removing any part of the premises or Developments.
9. Excepting normal wear and tear, to pay reasonable charges for the repair of damages to the premises, Developments buildings, facilities or common areas caused by Tenant, their household, guests or visitors. A schedule of repair charges is posted in each of the Developments Office. Failure to make payments required under this provision (1) after proper notice constitutes serious violation of material terms of the Lease and may serve as good cause for Lease cancellation and eviction.
10. To conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb their neighbors' peaceful enjoyment of their accommodations and be conducive to maintaining the Development in a decent, safe and sanitary condition.
11. To refrain from illegal or other activity which impairs the physical or social environment of the Development.
12. To notify the Authority promptly of known need for repairs to their dwelling unit, and of known unsafe conditions in the common areas and grounds of the Development which may lead to damage or injury.
13. Not to make any repairs or alterations to the dwelling unit, nor install any major appliances such as air conditioners, etc. without prior written consent of the Authority.
14. To park vehicles in authorized parking areas only. (You cannot park on the front or back yard. A \$35.00 fine will be issued.)
15. See Pet Policy addendum.
16. Not to replace or tamper with entrance lock sets resulting in Management not being able to gain access to the unit.
17. Not to refuse monthly extermination of the unit.
18. All Tenant families and their guests responsible for initiating a fire will be required to pay the Insurance Deductible (**currently \$2,500.00**). If it is necessary to relocate the family, the Authority will assist in every way to locate and provide a vacant unit.

However, it is the **responsibility** of the Tenant to find other housing. If the quarters are temporary, the Tenant family will be permitted to return to the original unit after repairs are made, if desired. Any Tenant family or their guest causing a fire, may be subject to eviction. Because HUD does not permit the Authority to carry contents Insurance, it is further proposed that all Tenants be so informed and urged to carry such insurance. Please take fire prevention as seriously as we do. Educate yourselves about the possible cause of fire, caution your children about the dangers and punish them when they disobey. Don't leave food cooking on the stove or children unattended. Be sure all cigarettes are extinguished. Check all electrical appliance cords to see if they are frayed or broken. Obey all fire regulations.

19. Tenant who receives more than two housekeeping citations in a 12-month period may be subject to eviction.
20. For any activities conducted in the development, it is the responsibility of the head of house to keep civil peace.
21. If any family member in the public school system receives a felony suspension from the Palm Beach County School District, the family may be subject to eviction.
22. School-age children in the household are required to conform to Florida State Statutes regarding school attendance. Repeated truancy issues will be regarded as violation of the law and will be treated as such.
23. The Tenant(s) and family members agree not to interfere with any official business being conducted by Authority.

24. **Housekeeping Standards: Inside the Apartment**

**General:**

- Walls: Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors: Should be clean, clear, dry and free of hazards.
- Ceilings: Should be clean and free of cobwebs.
- Windows: Should be clean and not nailed shut. Shades or blinds should be intact.
- Wood Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- Heating units: Should be dusted and access uncluttered.
- Trash: Shall be disposed of properly and not left in the unit.
- Entire unit: Should be free of rodent or insect infestation.

**Kitchen:**

- Stove: Should be clean and free of food and grease.
- Refrigerator: Should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- Cabinets: Should be clean and neat. Cabinet surfaces and countertop should be

free of grease and spilled food. Cabinets should not be over loaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- Exhaust Fan: Should be free of grease and dust.
- Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas: Should be neat and clean without spilled food.
- Trash/garbage: Should be stored in a covered container until removed to the disposal area.

**Bathroom:**

- Toilet and tank: Should be clean and odor free.
- Tub and shower: Should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- Lavatory: Should be clean.
- Exhaust fans: Should be free of dust.
- Floor: Should be clean and dry.

**Storage Areas:**

- Linen closet: Should be neat and clean.
- Other closets: Should be neat and clean. No highly flammable materials should be stored in the unit.
- Other storage areas: Should be clean, neat and free of hazards.

**Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of the Tenant:

- Yards: Should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- Porches (front and rear): Should be clean and free of hazards.
- Steps (front and rear): Should be clean and free of hazards.
- Sidewalks: Should be clean and free of hazards.
- Storm doors: Should be clean with glass or screens intact.
- Parking lot: Should be free of abandoned cars. There should be no car repairs in the lots.
- Hallways: Should be clean and free of hazards.
- Stairwells: Should be clean and uncluttered.
- Laundry areas: Should be clean and neat. Remove lint from dryers after use.
- Utility room: Should be free of debris, motor vehicle parts, and flammable materials.

## ARTICLE VII

### CONDITION OF PREMISES

#### THE AUTHORITY AGREES:

1. To maintain the buildings and common areas and grounds of the Development in a decent, safe and sanitary condition in conformity with the requirements of applicable Building and Housing Codes and Regulations of the US Department of Housing and Urban Development materially affecting health and safety.
2. To make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in the Lease.
3. If repairs or defects hazardous to life, health and safety are not made or temporary accommodations are not offered to Tenant within seventy-two (72) hours of Tenant's reporting same to the Authority, and if it was within the Authority's ability to correct the defect or obtaining the correction thereof, then Tenant's rent shall abate during the entire period of the existence of such defect while they are residing in the un-repaired dwelling unit. Rent shall not be abated if Tenant rejects reasonable alternative temporary accommodations or if damages were caused by Tenant, Tenant's household, or Tenant's guests.
4. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances provided by the Authority.
5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant household) for deposit of garbage, rubbish and other waste.

## ARTICLE VIII

### INSPECTIONS

The Authority and Tenant(s) or their representative(s) shall inspect the premises prior to commencement of occupancy by Tenant(s). The Authority will furnish Tenant with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. This statement **shall** be signed by the Authority and Tenant, and a copy of the statement shall be retained in Tenant's folder. Upon eviction, the Authority shall inspect the unit and furnish Tenant a written statement of charges to be made, if any, for which Tenant is responsible.

Tenants and/or their representative(s) may join in such inspection unless Tenant vacates without notice to the Authority. Tenant(s) agree that upon reasonable advance notification, the duly authorized agent, employee or representative of the Authority will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspections and maintenance, for making

improvements or repairs, or to show the premises for re-leasing, during reasonable hours. A written statement specifying the purpose of the Authority's entry delivered to the premises at least **48 hours** before such entry shall be considered reasonable advance notification. However, no written notice will be provided if maintenance is requested by Tenant, or for the monthly extermination of the dwelling unit. The Authority shall also have the right to enter Tenant's dwelling unit without prior notice if the Authority reasonably believes that an emergency exists that requires such entrance. If Tenant and all adult members of their household are absent from the premises at time of entry, the Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

## **ARTICLE IX**

### **LEGAL NOTICES LEGAL NOTICES**

Any notice required hereunder will be sufficient if delivered in writing to Tenants personally, or to an adult member of their household residing in the dwelling unit, or if sent by prepaid, First Class Mail properly addressed. Pursuant to **Florida Statute 83.50 (2)**, the Tenant shall be permitted to specify in writing any other address, if different from address of residence, to which notice should be sent. However, if not otherwise so specified, notice sent to Tenant's present residence is sufficient. Notice from Tenant to the Authority shall be in writing and delivered to an Authority employee at the Development Office or sent to the Authority by prepaid, First Class Mail properly addressed.

## **ARTICLE X**

### **POSTED NOTICES**

Schedules of special charges for services, repairs and utilities and Rules and Regulations which are required to be incorporated in the Lease by reference, shall be publicly posted in a conspicuous manner in each of the Development Offices; copies shall be furnished to applicants and Tenant on request. Such schedules and Rules and Regulations may be modified from time to time by the Authority, provided that the Authority shall give at least thirty (30) days' written notice to each affected Tenant setting forth the proposed modification, the reasons therefore and providing Tenant an opportunity to present written comments to the Authority prior to the effective date of the proposed modifications. Such notices shall be posted in at least three (3) conspicuous places within each Development that may be affected by such changes.

## ARTICLE XI

### TERMINATION OF THE LEASE

1. The Lease may be terminated by Tenant at any time by giving fifteen (15) days' written notice in the manner specified in Article IX.
2. This Lease may be terminated by the Authority for good cause by complying with HUD Regulations and in accordance with **Chapter 83, part II, Florida Statutes**, and successors thereto and this Lease as hereinafter described.
  - a. Good cause as used in this Article means serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill the Tenant obligations set forth in the Lease.
1. Termination of the Lease shall be as follows:
  1. The Authority shall give three (3) days' / fourteen (14) days' written notice of termination of the lease. You have three (3) days to pay the rent; failure to pay the rent from the date of the delivery of the notice to vacate the premises shall be fourteen (14) days and grounds for eviction.
  2. The Authority shall give seven (7) days' written notice of termination if the exigencies of the situation create or maintain a threat to the health or safety of other Tenants or employees of the Authority.
  3. The Authority shall give thirty (30) days' written notice of termination in all other cases.

Said notices by either party as to termination of this Lease may be given on any day of the month and shall state the cause of said termination.

The Tenants have the right to make such reply as they may wish and the right to request a hearing in accordance with the Authority's grievance procedure, except in the following circumstances:

1. Termination of Lease based upon Tenant's creation or maintenance of a threat to the health or safety of other Tenants or Authority employees.
2. Disputes between Tenants not involving the Authority or to class grievances.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURES**

All grievances or appeals arising under this Lease shall be processed and resolved in accordance with the Grievance Procedures of the Authority as approved by HUD, or as established by HUD, and if in effect at the time such grievance or appeal arises, which Procedures shall be posted in the Authority office and which are incorporated herein by reference.

## **ARTICLE XIII**

### **ABANDONMENT**

1. Tenant's unexplained and/or extended absence from the premises for more than thirty (30) days without payment of rent shall be evidence of abandonment. The Authority is then expressly authorized to enter, remove and store all personal items belonging to the Tenant. If Tenant does not claim said property within thirty (30) days from date of removal, said property will be sold and the proceeds applied in accordance with applicable law.
2. Tenant's extended absence from the premises with payment of rent shall not exceed thirty (30) days without prior permission from the Authority.
3. Special consideration will be given to Tenant's extended absence for reasons of medical treatment, but may not exceed ninety (90) days.

## **ARTICLE XIV**

### **CHANGES**

1. Posting of Policies, Rules and Regulations, and changes therein, schedules of special charges for services, repairs and utilities, and Rules and Regulations which are incorporated in this Lease, (by attachment or reference) shall be publicly posted in a conspicuous manner in the Development Offices and shall be furnished to the Tenant upon request. Such schedules, Rules and regulations, may be modified from time to time by the Authority, provided that the Authority shall give at least a thirty (30) day written notice to the Tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modifications becoming

effective. A copy of such notice shall be posted in the Authority's Central and Public Housing Offices.

2. **OTHER CHANGES:** Except as provided in (1) above, and as provided in Re-determination of Rent, Eligibility and Unit Size, Article V, modifications of the Lease must be accomplished by a written rider to the Lease, executed by both parties. However, nothing shall preclude the Authority from modifying this Lease to take into account revised provisions of law or governmental action.

## **ARTICLE XV**

### **SEVERABILITY**

If any provision of this Lease is declared illegal or void in judicial proceedings, the remaining provisions shall remain in full force and effect.



**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WEST PALM BEACH HOUSING AUTHORITY**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**West Palm Beach Housing Authority**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Head Of Household**

The 1960 Session of the Florida Legislature passed a law making it a crime, punishable by a fine from Fifty (\$50.00) Dollars to Five Hundred (\$500.00) Dollars, or by imprisonment for not more than six (6) months, or both, if a person deliberately made false statements about his/her income, or failed to disclose a material fact effecting income and rent.

This means that if you, as an applicant or Tenant, knowingly give us false information about your income, or fail to report income which results in your being assessed a lower rental, and we are able to prove this fact, then we may take you into Court, and you will be subject to a fine as stated above, or imprisonment as stated above, or both, as a penalty for falsifying your income.

Paragraph 1 of your Lease Agreement sets forth the fact that the premises are leased to you based on your statement of family conditions, income, etc., and provides for the discontinuance of the Lease if the statements are untrue or incorrect. This new Act sets up a penalty of a fine or imprisonment, or both, if such conditions exist.

I have read the above statement and had it explained to me and understand that if I fail to correctly report all income that I might be subject to prison and/or fine.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Head Of Household**

\_\_\_\_\_  
**Witness**

## **RULES AND REGULATIONS**

1. The residents and members of their household and visitors, shall comply with all local, state and Federal Laws and Ordinances affecting the use of occupancy of the premises, and with the rules governing the safety, comfort and welfare of the residents of the community.
2. Conviction of a violation of a Federal or State Law or Local Ordinance, which may be detrimental to the health, safety or welfare of other dwellers of the housing complex, will constitute grounds for violation of these rules, and the Lease Agreement will be terminated in accordance with set eviction procedures.
3. The residents shall exercise the greatest care to prevent fires, and must not possess or use on the premises inflammables, gasoline, solvents or any other combustibles, nor use any method of heating other than those provided by or authorized by Management.
4. The residents shall not make any alterations or repairs to the premises or to the equipment therein.
5. The residents shall not have any outside antennas or radios or televisions installed on the buildings or premises.
6. The residents shall not install wallpaper, paneling or decorative wallboard prior to written approval of Management.
7. The residents shall not paint interior walls any colors other than those authorized by the Director of Maintenance.
8. The residents shall only install major appliances that do not require additional electrical, water or sewer connections. Portable air conditioning units and space heaters may be used only if they comply with all Codes and Ordinances, and after obtaining prior written consent from Management.
9. The residents shall be responsible for placing all trash or garbage in plastic bags, which are to be disposed of in the dumpsters located in various areas of the grounds. Trash will be removed twice during the week in accordance with the schedule posted in the Office. Parents are not to permit small children to take out trash or garbage.
10. Laundry may not be dried outside any dwelling unit, except those areas specifically provided for this purpose.
11. The residents shall not park automobiles, vans or trucks used for private transportation, except in parking areas provided for this purpose. The parking of any of the above vehicles that are no longer serviceable nor in operating condition is prohibited. Any non-serviceable vehicle will be removed by Management within seven (7) days, and the cost for removal will be the expense of the resident.

12. The parking of large trucks, buses, trailers or boats is strictly prohibited.
13. The residents shall, due to the close proximity of the dwelling units, respect the privacy of all other residents and maintain a low noise level.
14. The residents shall protect and avoid damage to all plants, shrubbery and lawns. **DO NOT PARK VEHICLES ON GRASS.**
15. The residents shall not shelter any animals, except caged birds and fish, within the dwelling units or on Management grounds.
16. The residents shall be provided two (2) keys upon initial occupancy. Additional keys may be purchased from the Office. A fee will be charged if Management has to assist with re-entry of a dwelling unit if keys are misplaced or lost.
17. The residents shall agree that, upon termination of their Lease Agreement, their dwelling unit shall not be considered "vacated" until such time as the unit has been cleaned and the keys remitted to Management.
18. The residents shall agree that Management, in all cases, shall retain the right to control and prevent access into buildings and grounds to all persons considered undesirable.
19. The residents shall pay all rent and other obligations due Management during regular business hours. Rent is due and payable on or before the 1st day of each month.
20. Residents **WILL NOT** do any maintenance or repairs to vehicles or motorcycles on the Authority grounds, other than change a flat tire. **(Fines will be issued.)**
21. The residents shall obtain approval from Management prior to having overnight guests, including relatives and friends. No house guests will be permitted in excess of fourteen (14) days. Any residents not adhering to this policy will be considered to be in violation of their Lease.

<b>Witness</b>	<b>Head Of Household</b>	<b>Date</b>
<b>Witness</b>	<b>Adult Member</b>	<b>Date</b>
<b>Witness</b>	<b>Adult Member</b>	<b>Date</b>
<b>Witness</b>	<b>Adult Member</b>	<b>Date</b>

## ADDENDUM TO DWELLING LEASE

### THE WEST PALM BEACH HOUSING AUTHORITY

#### PET POLICY

##### **Exclusions**

Except for assistive animals, which are excluded, residents must have the prior approval of the Authority before moving a pet into their unit.

##### **Approval**

Residents must have the prior approval of the Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership form that must be fully completed before the Authority will approve the request.

##### **Types and Number of Pets**

The Authority will allow only domesticated dogs, cats, birds and fish in aquariums or animals that are housed in a container in units. All dogs and cats must be neutered.

Only one (1) pet per unit will be allowed.

Any animal deemed to be harmful to the health or safety of others will not be allowed. Attack of fight trained dogs and poisonous creatures will not be allowed.

No animal may exceed a weight of thirty (30) pounds.

##### **Inoculations**

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

##### **Pet Deposit**

A pet deposit of \$75 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amount owe due to damage beyond normal wear and tear. In addition, a non-refundable fee of \$100 is required.

##### **Financial Obligation of Residents**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner, and the Authority reserves the

right to exterminate and charge the resident.

**Nuisance or Threat to Health or Safety**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner’s unit and surrounding areas.

Repeated substantiated complaints by neighbors or the Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance will result in the owner having to remove the pet or move him/herself.

**Designation of Pet Areas**

Pets must be kept in the owner’s apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

**Visiting**

No visiting pets are allowed.

**Removal of Pets**

The Authority, or an appropriate community authority, will require the removal of any pet from a development if the pet’s conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the development is located.

\_\_\_\_\_  
**Property Manager**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**