

**HOUSING AUTHORITY OF THE CITY OF DEL RIO**  
**207 Bedell Avenue – P.O. Drawer 4080**  
**Del Rio, Texas 78841 - 40800**  
**Tel. # (830) 774-6506 – Fax # (830) 775-0674**

**LOW-RENT DWELLING LEASE**

Account No. \_\_\_\_\_ Development Name \_\_\_\_\_ Move-in Date \_\_\_\_\_

Development No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_ Unit No \_\_\_\_\_

**A. Description of Parties and Dwelling Units**

1. The Housing Authority of the City of Del Rio leases to \_\_\_\_\_ (herein referred to as Tenant), the dwelling unit located at \_\_\_\_\_ (Address), with a cook stove, refrigerator, water heater, air conditioner and any steps, porch, lawn or yard surrounding the dwelling unit, subject to the terms and conditions contained in this lease.

The dwelling unit *is* for the exclusive use and occupancy of Tenant and his/her household consisting of the following named individuals who will reside in the dwelling unit. The Tenant shall date and initial the following list whenever a household member moves into or out of the dwelling unit. The PHA must approve all additions of household members except births, adoptions or court-awarded custody. Tenant shall notify the PHA of the addition of any family member through births, adoptions or court-awarded custody of the child within ten (10) days of occurrence. All persons added to the dwelling lease must meet eligibility and suitability criteria outlined in the PHA’s Admission & Continued Occupancy Policy. The Tenant agrees that no other person shall live in the dwelling unit without prior written permission of the PHA. Violation of this provision shall be considered a serious violation and grounds for termination of this lease.

2. Members of Household

Name/Social Security Number	Birth Date	Relationship	Delete/ Add	Initial	Date

**B. Rental Payments, Late Charges, and Lease Term and Renewal**

1. The initial lease is for a twelve (12) month term. Unless otherwise modified or terminated in accordance with section N. Termination of Lease, this lease shall be automatically renewed for successive terms of one (1) calendar year.
2. The Tenant has chosen to pay Income-Based Rent \_\_\_\_\_ Flat Rent \_\_\_\_\_. The Tenant will pay \$\_\_\_\_\_ or the term beginning at midnight on \_\_\_\_\_. (First month’s prorated rent if applicable.)
3. The Tenant will pay \$\_\_\_\_\_ rent, which is due and payable in advance without notice on the first day of each calendar month, beginning \_\_\_\_\_, unless the rent is adjusted and recorded as described in section D. Re-determination of Rent, Dwelling Size and Eligibility. Partial payments will not be accepted after the due date (first of the month).

4. A charge of \$5.00 shall be due and payable immediately for all rent payments not received within the first five (5) DAYS OF THE MONTH, unless the PHA has issued the tenant a written authorization for late payment. Late payment of rent in excess of three (3) times in a consecutive twelve (12) month period may be considered grounds for termination of this lease. A fourth such late payment within that twelve (12) month period shall be considered a serious violation and grounds for termination of the lease.
5. All payments will be made by check or money order at the Management Office, Overnight Box, or mailed to P.O. Drawer 4080, Del Rio, Texas 78840. The NSF charge on any returned check will be \$15.00. After receiving a returned check, no further checks will be accepted.
6. The Tenant may be required to pay retroactive rent. Retroactive rent is the amount owed to the PHA resulting from among other things, the Tenant's failure to provide adequate documentation, report changes in a timely manner or otherwise misrepresent income or family circumstances to the PHA. Retroactive rent may be paid to the PHA under a repayment agreement between the Tenant and the PHA. Monthly payments will be based on our legal advisor with the expectation that full payment of the retroactive amount owed can be obtained within a twelve (12) month period. The Tenant's failure to timely pay retroactive rent shall constitute "non-payment of rent" and, in such cases, the PHA shall have the right to terminate this lease and obtain possession of the premises pursuant to available legal remedies.
7. If a grievance involves the amount of rent payable by the Tenant that the PHA claims is due, the complainant must pay an escrow deposit to the PHA. The amount placed in escrow by the resident is the amount of rent the PHA states is due and payable as of the first of the month preceding the month in which the act or failure to act occurred. After the first deposit, the family must deposit the same amount monthly until the grievance is resolved by decision of the hearing officer/panel. Failure to make the escrow deposit terminates the grievance procedure, but does not waive the Tenant's right to contest the action in an appropriate judicial proceeding.

The PHA must waive this requirement if the resident is paying minimum rent and the grievance is based on a request for hardship exemption or imputed welfare income.

If the PHA has initiated an eviction, Tenant must pay an escrow deposit to the PHA. The amount placed in escrow by the Tenant is the amount of rent the PHA states is due and payable as of the first of the month preceding the month in which the act or failure to act occurred. After the first deposit, the family must deposit the same amount monthly into the escrow until the eviction action is finalized. Failure to make the escrow deposits is a serious violation and grounds for termination of the lease.

8. Amounts due under this lease, other than rent are due after the PHA provides a fourteen (14)-day written notice to the Tenant.
9. If the Tenant pays any utilities directly to the utility supplier, the PHA will provide a utility allowance in the amount of \$\_\_\_\_\_. If the Tenant's income-based rent is less than the utility allowance, the amount of the utility reimbursement, \$ N/A, will be paid to N/A.
10. Any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or devise shall be guilty of a crime. Upon conviction, such person may be fined and/or imprisoned under the laws and statues of the State of Texas. A violation of this provision is a serious violation and grounds for termination of this Lease or any other lease.
11. Any change in the monthly rental payment shall be effective only when the Tenant has been notified in writing and as indicated below:

Effective Date	Monthly Rent	Reason for Rent Change	Tenant	Authority
	\$			
	\$			
	\$			
	\$			
	\$			

**C. Security Deposit**

1. The tenant agrees to pay \$\_\_\_\_\_ as a Security Deposit. The Security Deposit is to be paid in full prior to occupancy.
2. After the tenant has vacated the dwelling unit and the PHA has inspected the premises, the Security Deposit shall be refunded to the tenant, less any charges for:
  - a. Payment of all court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit unless the tenant prevails in such legal action.
  - b. The cost of non-routine cleaning or repair of the dwelling unit or its equipment (no charge is made for normal wear and tear).
  - c. The cost of keys not returned to the Management Office.
3. The balance of the Security Deposit after deductions will be refunded by mail to the forwarding address provided by the tenant, within thirty (30) days after the tenant has vacated the dwelling unit and returned all keys to the PHA. The tenant will receive a written, itemized list of all charges deducted from the Security Deposit. If no forwarding address is provided and the PHA is unable to locate the Tenant within ninety (90) days the Security Deposit balance shall be forfeited to the PHA. The Tenant understands and agrees that it is his/her obligation to provide the PHA with a valid forwarding address.
4. The Security Deposit may not be used to pay rent or other charges while the tenant is in occupancy.

**D. Annual Re-determination of Rent, Dwelling Size and Eligibility**

1. The Tenant will furnish, upon request by the PHA, accurate 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. All adult members of the household (other than persons working or in school at the time of the appointment must accompany the head of household to the annual recertification interview. The re-determination will be made in accordance with current HUD requirements. The Tenant must disclose to the PHA any information received from HUD concerning family income, including earnings, wages or unemployment compensation.
  - a. If the Tenant does not furnish the information requested, or if the Tenant has misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, a charge retroactive to the date the increase should have taken effect will be due and payable. A willful misrepresentation of the facts upon which the rent is based is a serious violation of the material terms of the lease and is grounds for termination of this lease.
  - b. Rent charged as a result of the annual re-determination will be effective on the date as established in the Admissions & Continued Occupancy Policy. The Tenant shall accept the written Notice of Rent Adjustment as an addendum to this lease. If the Tenant does not agree with the determination, the Tenant has the right to request a hearing under the PHA’s Grievance Procedures.

The Tenants paying flat rents shall have their incomes reexamined every three (3) years. An annual update will be conducted to verify family composition and compliance with the Community Service Requirement.

The Tenant agrees to pay adjusted rents and back charges, if any, in accordance with the approved Schedule of Rents and Charges and to accept a "Notice of Rent Adjustment" delivered as prescribed in section L.2.

- c. Should the family composition no longer conform to the PHA's occupancy standards, the Tenant will transfer to a dwelling unit of appropriate size after notification by the PHA that one is available. (The unit may not necessarily be in the same complex). The Tenant may file a grievance about a determination that the Tenant must transfer to another unit because of family composition.
2. Rent will not be changed during the first year of this lease agreement, or between annual re-determinations, unless during such period:
    - a. Rent is based on false or incomplete information supplied by the Tenant;
    - b. It is found that an error was made at admission or reexamination. (The Tenant will not be charged retroactively for errors made by the PHA);
    - c. It was impossible to verify the Tenant's income at the regular re-determination and a temporary rent was charged. The Tenant must report to the PHA every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to the Tenant's account and any underpayment will become due and payable;
    - d. The household income has been reduced for any reason. The Tenant must report any and all changes in family income and composition within ten (10) days of such change and rent will be adjusted in accordance with the current HUD regulations;
    - e. HUD regulations require an increase;
    - f. The Tenant can show a change in circumstances (such as loss of job, emergency, medical costs, etc.) or a decline in income that would justify a reduction in rent pursuant to HUD regulations;
    - g. The Tenant is paying a "flat rent" and requests a change to "income-based" rent due to a reduction in income;
    - h. The Tenant is paying an "income-based" rent and is requesting a change to "flat rent". Such change may occur once between annual reexaminations;
    - i. Public Assistance commences or is terminated. Such change must be reported to the PHA within ten (10) days of its occurrence. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program. No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change;
    - j. There is a change in the Tenant's family composition or income.
  3. Increases in rent under this section D.1.b., above, will be effective the first day of the month following the second month in which the change was reported and verified.
  4. Decreases in rent under this section D.1.b., above, will be effective the first day of the month following the month in which the change was reported and verified.
  5. No change will be made in rent until adequate verification to justify the change has been received by the PHA and written Notice of Rent Adjustment has been provided to Tenant.
  6. "Zero Rent" or "Provisional Rent": If the Tenant is placed on "Zero Rent" or "Provisional Rent", the Tenant must report in person to the PHA every ninety (90) days. The Tenant will be required to report any changes in status, current information about household income, assets and family composition. Failure to report to the PHA in person every ninety (90) days, as required, may be considered grounds for the termination of this lease.

7. “Minimum Rent”: The PHA has established a minimum rent of \$50.00. The minimum rent is subject to the following:
- a. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any Tenant making a proper request in writing and who is unable to pay because of financial hardship, which shall include:
    - X Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a Tenant with a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
    - X The Tenant would be evicted as a result of the implementation of the minimum rent;
    - X The income of the Tenant has decreased because of changed circumstance, including loss of employment;
    - X A death in the family has occurred which affects the Tenant’s family circumstances;
    - X Other circumstances which may be decided by the PHA on a case-by-case basis.
  - b. All of the above must be proven by the Tenant providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.
  - c. If the Tenant requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety (90)-day period beginning on the date of the written request for exemption by the Tenant. A Tenant may not be evicted during the ninety (90)-day period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the resident from the minimum rent requirement for the ninety (90)-day period.
  - d. This section does not prohibit the PHA from taking eviction action for other lease violations unrelated to financial hardship.

#### **E. Occupancy of the Dwelling Unit and Tenant Obligations**

##### The Tenant agrees:

1. To use the dwelling unit as their primarily and only private resident for himself/herself and members of the Tenant's family as listed in section A.2., above, and not to use or permit the use of the dwelling for any other purpose. The Tenant may obtain permission from the PHA to run a small profit making business from his/her residence.
2. Not assign, sublet, or transfer possession of the dwelling, nor to give accommodations to boarders, lodgers, or other persons not listed as occupants in section A.2., above, except that the tenant may, with PHA approval, give accommodation to foster children or a person providing live-in-aide, (a person who resides with an elderly or disabled person(s); who is essential to the care and well-being of the person or persons; who is not obligated for support of the person or persons; and who would not be living in the unit except to provide necessary supportive services), for a member of the household. Guests or visitors, (any person or persons present in a unit with the consent of a household member), are permitted for a period not to exceed fifteen (15) days, provided the PHA does not deem frequency of the guests or visitors to be unreasonable. The tenant must register the visitor/visitors, in writing, with the Development Manager. Any person living in the unit more than fifteen (15) days is to be considered a member of the family household who must be added to the lease, if acceptable to the PHA. Management shall be considering exceptions to this requirement by on a case-by-case basis.

3. Not to allow persons banned by the PHA to be their guest on PHA property or allow such persons to enter or have access to the Tenant's dwelling unit.
4. To transfer to an appropriate dwelling unit upon notification by the PHA. If the Tenant accepted an accessible unit and does not have disabilities requiring such unit, the Tenant hereby agrees to move to a non-accessible unit upon request by the PHA. Such requests will be made in writing thirty (30) days prior to the effective date of a required move to a non-accessible unit. The PHA will pay the reasonable cost of transfers initiated by the PHA due to demolition, disposition, revitalization, or rehabilitation; transfers required because of building system failure or other emergency condition the PHA is unable to repair in a timely manner; and transfers required as a reasonable accommodation for residents with disabilities. The Tenant will bear the cost of transfers due to changes in family composition, moving to a non-accessible unit (when accessibility features are not required by the family), and any resident initiated transfer.
5. To abide by such necessary and reasonable rules and regulations as may be set forth by the PHA management for the benefit and well-being of the housing community and the tenants, and which shall be posted in the Management Office, delivered to the tenant, and incorporated by reference in the lease.
6. To comply with all obligations imposed upon tenants by applicable provisions of City, State and Federal codes which materially affect health and safety. The PHA excludes from its Grievance Procedures evictions or terminations of residency based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or PHA employees pursuant to 24 CFR, Section 966.51 legal interpretations.
7. To maintain the dwelling unit, premises, and equipment in a clean and sanitary condition; to cooperate with the PHA in maintaining yards assigned to the tenant in a neat and orderly manner; to pick up and remove trash; to mow the lawn assigned to his/her unit; and to dispose of garbage, rubbish and other waste in a sanitary and safe manner. Subject to PHA approval, tenants unable to perform the above tasks due to age or disability shall be exempt from this provision.

The PHA may require Tenants, who repeatedly fail to maintain housekeeping standards (as documented by maintenance inspections, pest control inspections and other housekeeping inspections), to participate in housekeeping training classes. If the Tenant's unit continues to fail inspections following participation in PHA sponsored training, the PHA may terminate the lease for repeated violations

8. To use only in a reasonable, lawful manner, appropriate to residential living, all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and other appliances, including elevators.
9. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, complex building, facilities, or common areas, and to pay reasonable charges for repairs if so caused.
10. To pay reasonable charges for repair of damage to the dwelling unit beyond normal wear and tear, as posted in the "Schedule of Tenant Charges" in the Management Office, and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of the tenant, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the repair/replacement, actual cost, less the amount paid by insurance.
11. To provide and replace smoke detector batteries where battery-operated smoke detectors are furnished; the PHA will test the detector in the presence of the Tenant upon initial occupancy and again at annual inspection. The PHA will provide working batteries only at lease commencement as required by statute. Tenant agrees he/she and no household member or guest will disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. First noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in a \$25.00 reactivation fee. Repeated failure shall be grounds for termination of the lease, liability for damages, civil penalties and attorney fees.

12. Not to make any repairs or alterations or install any equipment without prior consent of the PHA. Tenant agrees not to modify unit by adding rooms or central air conditioning units.
13. To notify the PHA immediately of the need for repairs to this dwelling and any unsafe conditions on the dwelling unit or on PHA grounds this might lead to injury or damage.
14. To notify the PHA in advance and to make arrangements for the care of the dwelling unit if the tenant and the tenant's household plan to be away from the dwelling unit for more than seven (7) consecutive days.
15. To abide by the PHA's Pet Ownership Policy. The tenant will not keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement which becomes an attachment to this lease, by reference. The tenants who are disabled and have a qualified "service animal" are exempt from the security deposit and size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Failure to comply with maintenance and care requirements may result in eviction.
16. Not to keep or maintain any vehicle on the PHA's premises that is not in operating condition. Only an authorized resident's vehicle and approved guest's vehicle may be parked on the PHA's premises. The owner of each vehicle must provide the PHA with proof of insurance at admission and recertification. All vehicles on the PHA's premises must have a properly displayed: valid license plate, current inspection sticker and a current state registration sticker/permit. Upon expiration of the state inspection sticker or state registration sticker/permit the owner must get a renewal for the vehicle to remain on the PHA premises. If the owner fails to follow the above rules he/she will first receive a verbal notice to remove the vehicle from PHA property. Then the PHA will affix a written notice for removal within three (3) days. If the vehicle is not removed within three (3) days, the PHA will have the vehicle towed away at the owner's expense.

The PHA will issue stickers for the Tenant's automobiles; therefore the Tenant must provide pertinent information about their automobiles.

17. Not make major repairs on cars or trucks on the PHA grounds. Tenant agrees not to park vehicles on the lawn areas.
18. To conduct himself/herself and to cause the tenant's household members and guests to conduct themselves in such a manner as not to disturb his/her neighbors' peaceful enjoyment of their accommodations or community facilities; to refrain from illegal or other activity which would impair the physical or social environment of the complex; and to act in such a way as to be conducive to maintaining the complex in a decent, safe, and sanitary condition. Drug-related criminal activity on or off the public housing premises are grounds for termination of tenancy.

Criminal activity by Tenant, household members, guests or other persons under Tenant's control. Includes criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other tenants, or any drug-related activity. In deciding to evict for criminal activity (including domestic violence, dating violence or stalking) PHA shall have discretion to consider all circumstances of the case, including seriousness of the offense, the extent of participation by or awareness of family members, and the effects of the eviction would have both on the family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members (including family members that are victims of domestic violence, dating violence or stalking) and may impose a condition that family members who engaged in the proscribed activity will neither reside nor visit the unit. PHA 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.[966.4(1)(5)]

19. To abide by the PHA's Zero Tolerance Policy with respect to violations of lease terms regarding drug and/or criminal activity. The Tenant, household members and any other person under the Tenant's control who engage in drug and/or other criminal activity will face swift eviction action as described in this lease. Any Tenant who is identified as having manufactured methamphetamine in any federally-assisted housing will be immediately evicted. Any household member who is required to register as a sex offender under a State sex offender registration law will be immediately evicted.

Neither the tenant, nor any member of the tenant's household, nor a guest, nor any other person under the tenant's control shall engage in: (1) Any criminal activity and/or any pattern of alcohol related activity or abuse that the PHA determines interferes with or threatens the health and safety or right to peaceful enjoyment of the PHA's premises by other tenants or PHA employees; or (2) any drug-related criminal activity, on or off the PHA's premises. The tenant further agrees to report any drug-related activity to the Director of the PHA. Any criminal activity in violation of the preceding statements shall be cause for termination of tenancy. Any drug-related or criminal activity in violation of this agreement even in the absence of conviction or arrest will be treated as "a serious violation of the material terms of the lease." Any drug-related criminal activity will result in a three (3)-day notice of termination.

For purposes of this section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U. S. C. 802]).

"Criminal Activity" means any conduct prohibited by the Penal Code or by any statute of the State or by the United States for which a criminal penalty is prescribed by law.

20. Not to consume any alcoholic beverage or use glass containers on the real property of the PHA, meaning, parking areas, recreational areas, and community buildings. The Tenant may have and consume alcoholic beverages inside their unit or on the porch of their dwelling unit.
21. To assure that all minor children abide by the local City curfew ordinances. Two (2) violations of this rule shall be grounds for termination of Lease.

Tenants shall comply with the Texas School Attendance Law as amended from time to time. Violation of those provisions shall be grounds for termination of the lease and eviction, whether or not charges are brought.

22. To abide by local ordinances or laws with respect to possession and/or use of a legal firearm for the sole purpose of self defense in the home.

It shall be considered a prohibited activity, a material breach of a tenant's lease obligation, and grounds for termination of a lease, for any tenant or anyone in the dwelling unit with the tenant's consent to do any of the following upon PHA property:

- a. To intentionally, knowingly, or recklessly carry on or about his person a deadly weapon;
- b. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
- c. To shoot, fire, explode, throw or otherwise discharge a deadly weapon;
- d. To inflict any injury upon another person through the intentional use of a deadly weapon;
- e. To inflict any injury upon another person through the reckless, careless or negligent use of a deadly weapon.
- f. The following criminal activities by any household member, on or off the premises, are a violation of the lease. Any crime of physical violence to persons or property.
- g. The following drug-related criminal activities by any household member, on or off the premises, are a violation of the lease. Illegal use, sale, or distribution of narcotics, or other drug-related criminal activity.  
The PHA may terminate tenancy for criminal activity and/or drug-related criminal activity, and consequently may evict members of the household, even in the absence of conviction or arrest.



- h. Alcohol abuse-related behavior or activities by household members that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants, are violations of the lease.
- i. To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury: or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined the local State Penal Code. This also prohibits use of any firearms, BB guns, or pellet guns on PHA property.

- 23. To maintain utility services in the dwelling unit at all times. Tenant-purchased utilities will be the responsibility and liability of the Tenant. The Tenant's dwelling unit must have all utilities operational except during periods of repair or with PHA written approval. If Tenant-purchased utilities are cut off, they must be restored within 24-hours. Failure to arrange for and/or pay for utilities to the dwelling unit shall be cause for eviction.
- 24. PHA may change the allowance at any time during the term of the lease and shall give Tenant sixty (60) days written notice of the revised allowance along with any resultant charges in Tenant rent or utility reimbursement. [965.502]
- 25. Not to engage in profit-making activities in the dwelling unit without prior written approval by the PHA-
- 26. To agree not to have any garage sales, yard sales, or similar sale activity on PHA property.
- 27. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear is accepted, and to return the keys to the PHA within twenty-four (24) hours after the unit is vacated.
- 28. To assist in the extermination of insects and vermin (roaches, ants, mice, etc.). With proper notice given by the PHA, permit exterminators to enter the unit to treat for insects and vermin.
- 29. Tenant agrees to maintain and water lawn at units where the lawn is the tenant's responsibility.
- 30. To report all water leaks to the PHA immediately upon detection.
- 31. To install window A/C unit(s) in accordance with the PHA's installation criteria and only after receipt of written approval of the installation by the PHA.
- 32. To only limit the use of electrical appliances and attachments when notified by the PHA that an overload caused by the connection of too many appliances at the same time may result in a hazardous condition.
- 33. To agree and sign a Playground Release form.
- 34. To refrain from displaying political signs on any PHA property.
- 35. To allow inspection of the unit upon receipt of a 48-hour written by the PHA. The Tenant agrees to attend any occupancy or housekeeping training required by the PHA based on the condition of the unit at time of inspection. Failure to attend required training may result in termination of this lease.
- 36. To comply with the Community Service Requirements. Tenant agrees that any non-exempt adult family member eighteen (18) years of age or older residing in the dwelling unit-must, on a monthly basis, contribute eight (8) hours of qualified community service or participate in a self-sufficiency program for a minimum of eight (8) hours. Community Service hours must be performed monthly and may not be delayed or

performed in increments of two or more days in a one month period. Satisfactory proof of completion of one of these minimum requirements must be provided to the PHA each month. Those that are exempt must complete the required paperwork and submit it to the PHA as requested. If a family member is found to be noncompliant, either for failure to provide documentation of community service or failure to perform community service, he/she and the head of household will sign an agreement with the PHA to make up the deficient hours over the next twelve (12) month period. The entire household will be allowed to enter into such an agreement only once during the household's entire tenancy with the PHA. Non-compliance with this requirement will result in this lease not being renewed, subject to the Tenant/family member's right to request a hearing under the PHA's Grievance Procedures.

Note: Exempt family members include, but are not limited to, elderly; disabled, handicapped, those on medical leave, and those under the MHMR program.

37. To provide the PHA with fifteen (15) calendar days advance notice of intent to vacate and terminate the Lease. The notice shall be in writing and delivered to the PHA or sent by U. S. Mail, properly addressed. Upon termination of this agreement, the tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the PHA accepts the unit. Tenant may terminate the lease with fifteen (15) days advance notice due to documented situations of domestic violence, dating violence and stalking or due to military deployment of more than ninety (90) days or permanent transfer.
38. To acquire written approval from the PHA before installing any type of outside satellite dish or antenna. Such approval will not be unreasonably withheld unless such installation would endanger the health or safety of the household or other Tenants in the immediate vicinity (i.e. blocking any area which provides a means of leaving the unit or building in case of an emergency).
39. To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.

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

40. To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress (This includes all ground floor and 2<sup>nd</sup> story windows.).

## **F. Housing Authority Obligations**

### The PHA agrees:

1. To maintain the buildings, facilities, common areas, and grounds not otherwise assigned to the tenant for maintenance and upkeep in a decent, safe, and sanitary condition.
2. To make necessary repairs to the dwelling unit within a reasonable time period, upon receiving a work order from the Tenant, PHA staff person or other appropriate party.
3. To comply with requirements of applicable building codes, housing codes, and HUD requirements materially affecting health and safety.
4. To keep buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
5. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by tenants in accordance with section E.6, above.

6. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities appliances, including elevators supplied or required to be supplied by the PHA.
7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.
8. To inspect the dwelling unit with the tenant or his/her representatives before the tenant moves in, and to give the tenant a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The inspection form shall be signed by both the PHA and the tenant, and a copy shall be retained by the PHA in the tenant's file.
9. To inspect the dwelling unit when the tenant moves out and give the tenant a written description and itemized statement of any charges to be made for repairs. The tenant may join in this inspection.
10. To enforce the terms of this agreement fairly, impartially and in good faith, and not to discriminate against any tenant in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status or disability.
11. To post in Management Office copies of all rules, regulations, schedules of charges, negative consequences, right to grievance hearing and other documents which are part of this agreement (by attachment or by reference), and to make these available to the tenant at his/her expense. In cases other than lease termination, the PHA will not take action until the time for requesting a grievance hearing has expired or if the hearing has been completed.
12. To notify the tenant of the specific grounds for any proposed adverse action including but not limited to a proposed lease termination, transfer of the tenant to a different unit or the imposition of charges for maintenance repairs or for excess consumption of utilities.
13. To provide the Tenant and the affected household member a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The Tenant and the affected household member will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing or grievance procedure) before final action is taken.
14. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and occupy the dwelling unit.

#### **G. Defects Hazardous to Life, Health, and Safety**

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

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

**H. Entry of the Dwelling Unit During Occupancy**

The PHA shall be permitted to enter the tenant's dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, pest control, showing the dwelling unit for leasing, or determining if the tenant still lives there when reasonable doubt exists.

The PHA shall give at least two (2) days written notice to the tenant, stating the date and time of the planned entry (i.e., annual inspections, showing unit, etc.).

The PHA will not give notice to enter the dwelling if entry is requested by the Tenant or if there is reasonable cause to believe an emergency exists. A request for repairs shall constitute the tenant's authorization to enter the unit. In the event that the Tenant and all adult members of his/her household are absent from the dwelling unit at the time of entry, the PHA will leave a written notice in the dwelling unit giving the date, time, and purpose of entry.

**I. Utilities**

1. The PHA will provide a Utility Allowance where one or more utilities are within the exclusive control of the Tenant and supplied by a direct utility connection and which are paid by the Tenant directly to the utility supplier. These utility allowances are listed in the PHA's current "Schedule of Utility Allowances" which is posted in the Management Office.
2. Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this lease.
3. All utility deposits shall be in the name of the Head of the Household or other adult household member who has signed the lease.
4. The Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify the PHA. Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this lease pursuant to section N.3.

**J. Maintenance, Repair and Services**

1. The tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Tenant Charges" posted in the Management Office. The exemption of the tenant's maintenance obligation for age or physical disability is expanded to cover age or any disability, not just a physical disability.
2. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property by the tenant, or by a member of the tenant's household, or by a guest of the tenant.
3. Such charges are due and shall be paid the 1st day of the 2nd month following the month in which the charge is incurred. Management will give written notice to the tenant fourteen (14) days prior to the date charges are due. Failure to pay such charges on the date due shall be considered a serious violation and grounds for termination of this lease.

**K. Abandonment and Abandoned Property**

1. The PHA may take possession of the unit after the tenant has moved out. A dwelling unit shall be considered abandoned when the PHA believes that the tenant has not physically lived in the dwelling unit for a period of thirty (30) days or if the tenant fails to physically live in the dwelling unit for four (4) days out of a week, for a period of one or more months. An exception to the above mentioned will include farm laborers who, after providing prior notice and proper verification to the PHA will be allowed to vacate the unit for a period of five (5) months. A dwelling unit may also be deemed by the PHA as abandoned if inspection shows that all or most of the tenant's property has

been removed. If rent is seven (7) days delinquent, the property will be deemed abandoned.

The PHA has a long waiting list for public housing assistance, therefore, if the dwelling unit is considered to be abandoned as hereinbefore stated, the tenant agrees that the lease shall be automatically terminated without further notice to tenant and the tenant agrees that the PHA shall have a right to lease the dwelling unit to other persons.

2. The PHA may secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice within ten (10) days after posting of this notice to return and reside in the unit, or if all the tenant's possessions have been removed, the PHA will consider the dwelling unit as being abandoned. The PHA will take possession of the dwelling unit, provided that the rent still remains unpaid.
3. Any possessions left in the dwelling unit will be removed and stored in any convenient place, by the PHA, at the tenant's expense. There shall be no sale or disposition of any of the foregoing property except pursuant to this lease.
  - a. Any sale, donation to a charitable group or institution, or dispose of the property in any manner, under this lease shall take place only after thirty (30) day written notice of time and place of sale is sent by certified mail, return receipt requested, to the tenant at the tenant's last address.
  - b. Sale will be public and subject to any recorded chattel mortgage or financing statement.
  - c. Sale shall be to the highest cash bidder: proceeds shall first be credited to cost of sale and then to indebtedness, and any surplus shall be mailed to the tenant at his/her forwarding or last known address.
4. The tenant may reclaim possessions at any time prior to the sale.
5. Nothing under this Section shall limit the PHA's right to immediately dispose of trash or other property appearing to have no value.

#### **L. Notices**

1. The PHA shall notify the tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a lease termination/demand for possession, if applicable, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
2. The PHA shall notify the tenant of the opportunity for a hearing under the PHA's Grievance Procedure for a grievance concerning a proposed adverse action except for:
  - any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of the PHA;
  - any violent or drug-related criminal activity on or off such premises; or
  - any criminal activity that resulted in felony conviction of a household member
  - a. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession shall constitute adequate notice of proposed adverse action.
  - b. In the case of a proposed adverse action other than a lease termination/demand for possession, the PHA shall not take a proposed action until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.

#### **M. Notice Procedures**

1. The Notice of Termination/Notice to Vacate to the tenant shall be in writing and either hand-delivered to the head of household, or an adult member of the household over eighteen (18) years of age, **and** sent by pre-paid first class mail properly addressed to the tenant, or sent by certified mail, return receipt requested.

2. All other notices to the tenant shall be in writing and either delivered to tenant or an adult member of the household or sent by prepaid first-class mail, properly addressed to the tenant. The PHA must make all notices available in accessible format to a visually impaired tenant.
3. Address, to which notice should be sent.
4. A return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the tenant.
5. The tenant agrees that in the absence of a forwarding address being submitted to the PHA in writing, the tenant's address indicated above will serve as the tenant's last known address for purposes of the laws of this state or Federal law.
6. Notice to the PHA shall be in writing and either delivered to the Housing Manager or sent by first class mail to the PHA's Management at 207 Bedell, Del Rio, Texas 78840.

#### **N. Termination of Lease**

1. The tenant may terminate this lease at any time by giving fifteen (15) days written notice in the manner specified in section M.6. If the tenant does not give the PHA fifteen (15) days written notice, the PHA may charge the tenant rent from the date the PHA first learns the dwelling unit is vacant though the date that the required notice of intent to vacate would expire. (Written notice not applicable to death during tenancy)
2. The tenant must provide a forwarding address to the PHA upon termination. The tenant, however, does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges, merely for failing to give a forwarding address.
3. The PHA may terminate or refuse to renew this lease for serious or repeated violation of the Tenant's obligations under any section of this lease or for other good cause. The specific mention in this lease that certain violations are considered serious violations and grounds for termination of the lease does not prohibit the PHA from asserting in any proceeding that other violations of the lease are serious violations and grounds for termination. The PHA's failure to terminate the lease for a serious or repeated violation shall not prohibit the PHA from terminating the lease upon the Tenant's subsequent serious or repeated violation. A written notice of termination must be given to Tenants for violation of lease provisions, in cases of failure to pay rent, and in situations where the Tenant has created or maintained a threat to the health and safety of other Tenants or PHA employees through criminal or illegal activities, etc. The time frame for issuance of such notices is listed below:
  - a. Fourteen (14) days in advance in case of failure to pay rent or for chronic late payment of rent;
  - b. A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days):
    - Three (3) days in the case of creation or maintenance of a threat to the health, safety and security of other Tenants, guests, PHA employees, or persons residing in the immediate vicinity of the premises;
    - Three (3) days if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
    - Fifteen (15) days if any member of the household has been convicted of a felony;
  - c. Thirty (30) days in all other cases, except that if a State or local law allows a shorter notice period, such shorter period shall apply.
4. Termination of tenancy during the term of the lease may occur if the Tenant is:
 

Fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; a current member of the household fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime

that is a felony under the laws of the place from which the individual flees (or that, in the case of the State of New Jersey, it is a high misdemeanor); or violating a condition of probation or parole imposed under State or Federal Law.

5. The notice of termination to the Tenant shall state reasons for termination and shall inform him/her of his/her right to:
  - a. make such reply as he/she may wish; and
  - b. request a hearing in accordance with the PHA's Grievance Procedures. The Tenant has the right to examine housing agency documents directly relevant to his/her termination or eviction. The PHA must notify the Tenant of his/her right to a grievance hearing. The Tenant does not have a right to a grievance hearing in cases of criminal activity threatening health, safety, etc., or drug-related criminal activity.
6. Notice of Termination by either party to this lease may be given on any day of the month.
7. Notice to Vacate may be combined with and run concurrently with Notice of Termination.
8. The tenant shall pay all court costs, expenses and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit, unless the tenant prevails in such legal action.
9. If the tenant is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision is rendered.
10. This Dwelling Lease shall terminate upon abandonment of the premises by the tenant.
11. Default Options - If the tenant violates any term or obligation under this lease, or has misrepresented any material fact to the PHA then the PHA shall have the right, at its option, to pursue any of the following remedies:
  - a. Civil suit for collection of any amount which may be owed to the PHA in the form of rent, utility charges, or for damage to its property.
  - b. Evict the tenant and all members of the household.
  - c. Seek criminal prosecution, if appropriate.
  - d. Refer the tenant to a collection agency for collection of any amount due and not paid.
  - e. Report any amount due by the tenant to the PHA to a credit bureau.
  - f. Recommend administrative sanctions by HUD.

**O. Grievance Procedure**

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

Texas State statute has due process and Management may now bypass the PHA's Grievance Procedure in evictions or termination of residency due to any activity which threatens health, safety or right to peaceful enjoyment of the premises by other tenants, guests or PHA employees.

**P. Modification of this Lease**

1. This lease and all policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) day written notice to the tenant, setting forth the opportunity to present written comment, which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each tenant or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the Housing Authority of the City of Del Rio.

2. This lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the tenant. No changes herein shall be made except those in writing, and signed and dated by both parties, except for section D. Redetermination of Rent, Dwelling Size and Eligibility. However, nothing shall preclude the PHA from modifying this lease to incorporate revised provisions of law or government actions.

**Q. Accommodation of Persons with Disabilities**

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

**R. Warranties and Representations of the Tenant**

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

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

False statements affecting any eligibility criteria or which result in inaccurate calculation of the Total Tenant Payment or Tenant Rent shall be grounds for termination of the lease and eviction from the premises.

**S. PHA's Commitment to Investigate Misrepresentations and Pursue Remedies**

The PHA will investigate allegations, complaints or other observations that indicate a family may be receiving more benefits than to which it is entitled. The PHA will vigorously pursue false statements that result in the Tenant paying less rent than required or the PHA overpaying rental assistance. After verification of these misrepresentations, the PHA will take all necessary steps to recover the payments the Tenant was not entitled to, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

**T. Solicitation, Trespassing and Exclusion of Non-Tenants**

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

1. The tenant delegates to the PHA the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on PHA property by non-tenants of the PHA, unless the express written permission of the PHA is properly obtained in advance and in accordance with any applicable policies and/or procedures of the PHA. The PHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.
2. The PHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-tenants, including but not limited to, guests who, (i) conduct themselves in a manner to disturb the tenants peaceful enjoyment of their dwellings, community



facilities, common areas or other locations within the PHA's property; (ii) engage in illegal or other activity which would impair the physical and social environment on PHA premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of PHA premises by tenants of the PHA, employees of the PHA or other persons lawfully on the premises; and (iv) threatens personal or PHA property.

Having read this entire document, IN WITNESS WHEREOF, the parties have executed this Lease Agreement this \_\_\_\_ day of \_\_\_\_\_, 2011 at: THE HOUSING AUTHORITY OF THE CITY OF DEL RIO.

TENANT/TENANT: \_\_\_\_\_

SPOUSE/TENANT: \_\_\_\_\_

OTHER/TENANT: \_\_\_\_\_

HOUSING AUTHORITY OF THE CITY OF DEL RIO.

\_\_\_\_\_  
PHA OFFICIAL: TITLE

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

**APPLIANCES**

**REFRIGERATOR: COLOR \_\_\_\_\_ SERIAL# \_\_\_\_\_ MODEL# \_\_\_\_\_**

**STOVE: COLOR \_\_\_\_\_ SERIAL# \_\_\_\_\_ MODEL# \_\_\_\_\_**

**PARKING PERMIT NUMBER \_\_\_\_\_**

**PARKING PERMIT NUMBER \_\_\_\_\_**

**A FAIR HOUSING AND EQUAL EMPLOYMENT OPPORTUNITY AGENCY**

G:\2004\Authority Policies\Consortium Members\Del Rio, TX\Current Policies\A & O Policy Package\Del Rio TX Dwelling Lease Updated Jan 15 2004.rtf

**ADDENDUM TO LEASE**  
**Lead-Based Paint Requirements**

*The Tenant acknowledges that he/she has received, and the PHA has explained the information contained in the Lead Hazard Information Pamphlet even though there may not be any children in the family.*

*I have received a copy of the Lead Hazard Information Pamphlet. Yes \_\_\_\_\_ No \_\_\_\_\_*

\_\_\_\_\_  
*Signature of Head of Household*

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

*HUD has passed the HUD Safe Housing Rule that addresses conditions that can cause lead-based paint hazards for children and residents (as well as workers) in public housing and other federally assisted housing. The PHA has evaluated its units for lead-based paint and lead-based paint hazards and has or anticipates controlling or eliminating (abated) those hazards.*

*If the PHA identifies a lead-based paint hazard affecting any Tenant, the Tenant will be immediately notified that the PHA will protect them and their belongings from these hazards. Tenants will not be allowed to enter any work-site where reduction activities are in progress until clearance is achieved. In some cases, the PHA may be required to temporarily relocate the family to a suitable unit or other temporary location before work starts. The PHA will bear the expense of such relocation.*

*The Tenant acknowledges that the PHA has discussed the matter of Lead-Based Paint Hazards with them and advised them of the current status of abatement or correction of any hazards that have been identified. The PHA has also discussed the procedures to follow if any child is identified as having symptoms of an elevated lead blood level.*

*I acknowledge that Lead-Based Paint Hazards and Elevated Lead Blood Level Procedures have been discussed with me.*

\_\_\_\_\_  
*Signature of Head of Household*

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

## **NOTICE**

**The Nelrod Company has made its best effort to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that this policy be reviewed by the Housing Authority's general counsel and/or attorney prior to approval by the Board of Commissioners.**

**The Nelrod Company is not responsible for any changes made to these policies by any party other than the Nelrod Company**