



LUCAS METROPOLITAN HOUSING AUTHORITY
LEASE¹

INTRODUCTION

THIS LEASE is entered into between the Lucas Metropolitan Housing Authority ("LMHA") and the person(s) named in Section 1, who is/are called "Tenant" in this Lease.

The housing unit and community described below are called the "premises" in this Lease. In consideration of the statements made by Tenant in the application for public housing and this Lease, LMHA leases and Tenant rents the premises under the terms and conditions stated in this Lease.

Section 1. DESCRIPTION OF THE PREMISES AND MEMBERS OF THE HOUSEHOLD

Unit No.	Account No.
Address	Bedrooms:
Community	Monthly Rent \$

The premises will be occupied only by Tenant and the following other members of the household:

<u>NAME</u>	<u>DATE OF BIRTH</u>	<u>AGE</u>	<u>SSN</u>	<u>RELATIONSHIP</u>
				HEAD

Any additions to these household members, including live-in aides and foster children, but excluding births, adoptions, and court-awarded custody of a child, require LMHA's advance written approval. LMHA will grant such approval only if new household members meet LMHA's screening standards, including a criminal records check by a law enforcement agency, and a unit of proper size is available. Permission to add live-in aides or foster children will not be unreasonably refused. Tenant must report births, adoptions, and court-awarded custody of a child, and any reduction in household members, to LMHA, in writing, within 10 days after the occurrence. If Tenant fails to report changes in members of the household, LMHA may terminate this Lease and obtain possession of the premises using all available legal remedies.

Tenant agrees that the Admissions and Continued Occupancy Policy ("ACOP") and House Rules, including amendments, are as much a part of this Lease as if they were fully stated in this Lease. The ACOP and House Rules are posted in Tenant's Management Office and at LMHA's Central Office, 435 Nebraska Avenue, Toledo, Ohio, 43602. Upon request, LMHA will provide a copy of the ACOP or House Rules at the expense of the person making the request, as stated in Public Records Request, LMHA's Operating Procedures, Supplement #7.

Section 2. TERM AND RENEWAL OF LEASE

This Lease is for an initial term of one year, beginning on the date the Lease is signed, and will automatically be renewed for successive terms of one year. LMHA may decide not to renew the Lease if Tenant or any adult household member fails to meet the requirement for community service or participation in an economic self-sufficiency program. LMHA may terminate the Lease at any time under the rules stated in 24 CFR 966.4(l) and Section 15.

Section 3. RENT PAYMENTS

- a) Monthly rent of \$ _____ is due and payable no later than the first day of each month beginning _____, _____. The rent for the remainder of the first month is \$ _____. Tenant will receive a utility credit or reimbursement of \$ _____. Rent includes all maintenance services due to normal wear and tear and may include utilities as described in Section 6. The stated amount of rent is due each month unless it is changed as described in Section 7. Rent and other charges can be paid 1) at LMHA's Central Office, in person or in the drop box at the rear of the building, 2) at Tenant's Management Office, or 3) by mailing to LMHA, P.O. Box 477, Toledo, Ohio, 43697-0477. LMHA will not accept cash payments. Rent is considered delinquent if LMHA receives the rent after midnight of the 7th day of the month. Rent is not delinquent if it is postmarked no later than the 7th day of the month.
- b) LMHA will give Tenant written notice stating any change in the amount of rent, and when the change is effective. The notice will state that Tenant may ask for an explanation stating the specific grounds for the decision, and that if Tenant does not agree, Tenant has the right to request a hearing under the Tenant Grievance Procedure, Operating Procedures, Supplement #28. LMHA will respond to a request for explanation within 15 days.
- c) Tenant must pay "retroactive rent." Retroactive rent is rent owed by Tenant, for example, when Tenant fails to provide adequate documentation, fails to report changes in income or family composition within LMHA's time limit, or misrepresents income or family circumstances to LMHA. Tenant must pay all retroactive rent in the same month it is posted to Tenant's rent account, unless an exception stated in the ACOP applies or LMHA agrees to a payment plan. Tenant's failure to pay retroactive rent on time is considered to be "non-payment of rent" and LMHA then has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

¹Approved by LMHA's Board of Commissioners on March 3, 2004.

Section 4. OTHER CHARGES

In addition to rent, Tenant is responsible to pay other charges described in this Lease. Other charges can include:

- a) Maintenance Charges are the costs for maintenance and repair to the dwelling unit, facilities, buildings, common areas, or grounds, other than normal wear and tear, caused intentionally or negligently by Tenant, household members or guests. When LMHA determines that the need for maintenance does not result from normal wear and tear, LMHA will charge Tenant for the maintenance or damage as stated in LMHA's posted Schedule of Maintenance Charges or, for work not listed on that Schedule, based on the actual cost of labor and materials. Tenant may also be charged for the labor and materials needed to restore the unit to its original condition because of unauthorized changes such as unusual paint colors or the installation of wallpaper. Tenant may also be charged with the actual cost to remove litter and garbage from the dwelling unit, common areas or grounds. Tenants who wish to dispute maintenance charges may use the Tenant Grievance Procedure.
- b) Any charges made under this section become due and collectible no earlier than 2 weeks after LMHA gives written notice of the charges.
- c) Tenant agrees to pay a late fee of \$15.00 on any rent paid after the 7th day of the month.
- d) Tenant agrees to pay the returned check fee charged by LMHA's bank.

Section 5. SECURITY DEPOSIT

- a) Tenant Responsibilities: Tenant agrees to pay a security deposit of \$100.00 when Tenant signs the Lease. Tenant agrees to pay additional charges, as stated in the House Rules and Pet Policy, to install a satellite dish, washer, or dryer or to add a pet. Tenant also agrees to pay an additional \$20.00 per room for the security deposit, due and payable the 1st day of the following month, for unauthorized wallpapering or painting or for failing an occupied housing inspection due to unsanitary housekeeping or damage to LMHA property.
- b) LMHA Responsibilities: LMHA will use the security deposit when the Lease is terminated to pay any rent or other charges owed by Tenant, including maintenance charges described in paragraph 4.a) above. LMHA will not use the security deposit to pay rent or other charges while Tenant occupies the dwelling unit.
- c) LMHA will not refund the security deposit until after Tenant has moved out and LMHA has inspected the dwelling unit. LMHA will return the security deposit within 30 days after move-out, if Tenant has:
 - 1) given 15 days prior written notice of Tenant's intent to move out;
 - 2) paid all rent and other charges;
 - 3) left the premises and exterior grounds in a clean and reasonable condition;
 - 4) in cases of unauthorized wallpapering or painting, Tenant has restored the unit to its original condition, normal wear and tear excepted;
 - 5) removed all rubbish, litter and personal possessions from the premises;
 - 6) returned all keys and provided LMHA with Tenant's new address or forwarding address, in writing.
- d) LMHA will return the security deposit, or part of it, to the vacating Tenant after Tenant has met the requirements of paragraph 5.c). LMHA will give Tenant a written explanation, if any deductions are made.

Section 6. UTILITIES AND APPLIANCES

- a) LMHA-Supplied Utilities: LMHA supplies water and sewer service. If indicated by an (X), LMHA also supplies the indicated utility:
() Electricity () Natural Gas () Other _____
- b) LMHA will not be liable for failure to supply utility service for any reason beyond its control.
- c) LMHA supplies a Cooking Range and Refrigerator.
- d) Tenant may install and operate other major appliances, such as air-conditioners, freezers, extra refrigerators, washers, and dryers, only with LMHA's advance written approval. LMHA will charge Tenant for use of these appliances as well as LMHA installed air conditioners, in accordance with LMHA's Schedule of Maintenance Charges and Section 4.
- e) Tenant-Paid Utilities: If Tenant resides in a development at which LMHA does not supply electricity, or natural gas, LMHA will credit Tenant with a utility allowance appropriate for the size and type of unit and Tenant will be responsible to pay the utility bill. If the utility allowance exceeds the amount of Tenant's rent, LMHA will pay the difference to Tenant each month. Tenant will maintain utility service in Tenant's name or the name of another adult household member. If Tenant fails to maintain a utility service, LMHA will issue Tenant a 30-day notice to terminate the Lease. Tenant will be responsible for all cost of service transfer for failure to maintain a utility service. When Tenant has control of the heat, Tenant agrees to maintain sufficient heat to prevent the pipes from freezing. If Tenant is unable to maintain sufficient heat, Tenant will immediately notify the Maintenance Department at (419) 259-9470. Tenant will be charged for any damage resulting from the failure to maintain sufficient heat or to notify management, unless the cause was beyond Tenant's control.
- f) LMHA may change the allowance at any time during the term of the Lease, but will give Tenant a 60-day advance written notice of the revised allowance and any changes in rent or utility reimbursement.
- g) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by LMHA and to follow any law regulating utilities or fuels. Tenant authorizes utility suppliers to provide LMHA with any data necessary to adjust utility allowances or pertinent to the adjustment or the consumption of utilities. Tenant agrees to sign any authorization needed for LMHA to obtain information from a utility company.

Section 7. REDETERMINATION OF RENT, FAMILY COMPOSITION AND DWELLING SIZE

- a) LMHA will reexamine the income and family composition of Tenant's household at least once a year. LMHA will reexamine the family composition of tenants paying Flat Rent at least once a year and reexamine their income every 3 years. At the annual reexamination, Tenant must verify compliance with the 8 hour per month community service requirement, if it applies to Tenant.
- b) Tenant agrees to furnish such information and certifications regarding family composition and income as are necessary for LMHA to make determinations with regard to rent, eligibility, and the appropriateness of dwelling size. LMHA will use this information to decide whether the rental payment should be changed and whether the size of the unit is still appropriate for the family composition. LMHA will make these determinations in accordance with the ACOP.
- c) LMHA may terminate the Lease if Tenant fails to supply such information when requested.
- d) All information must be verified. Tenant agrees to sign any authorization needed for LMHA to obtain information from others and provide documents or other verifying information.
- e) LMHA will give reasonable notice of the action Tenant must take and the date by which that action must be taken to comply with this Section.
- f) Rent will not change between annual re-examinations, unless:
 - 1) A person with income joins the household.
 - 2) Tenant can verify a change in circumstances, such as a loss of income, which justifies a reduction in rent. Rent will not be reduced because Tenant's grant from the Department of Jobs and Family Services is reduced as a result of Tenant's fraud or failure to comply with economic self-sufficiency requirements. If LMHA grants a reduction, Tenant must report later increases in income within 10 days of the occurrence, until the next reexamination. Failure to report within 10 days may result in a retroactive rent charge.
 - 3) If LMHA finds that Tenant has misrepresented the facts, so that Tenant's rent is less than Tenant should have been charged, LMHA may increase the rent retroactive to the first of the month following the month when the misrepresentation occurred.
 - 4) Rent formulas or procedures are changed by Federal law or regulation.
- g) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.
- h) LMHA will not revise this Lease to permit a change of family composition to allow adult children to move into the unit unless LMHA determines that the change is essential for the mental or physical health of Tenant and it does not disqualify the family for the size of unit it occupies. Adult children are subject to the ACOP rules for new admissions.

- i) Rent Adjustments: LMHA will give Tenant written notice stating any change in the amount of rent, when the change is effective, and that Tenant may ask for an explanation stating the specific grounds for the decision and, if Tenant disagrees, Tenant has the right to request a hearing under the Tenant Grievance Procedure.
 - 1) Rent decreases become effective on the first day of the month following the reported change in circumstances, provided Tenant reports and verifies the change within 10 days of the occurrence and before LMHA's tenant accounting cut-off date.
 - 2) When an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the rent increase become effective the first day of the 2nd month following the month when the change was reported.
 - 3) When a rent increase is due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income after a reduction in rent, LMHA will increase the rent retroactive to the first of the month following the month when the misrepresentation or failure to report occurred.

Section 8. TRANSFERS

- a) LMHA will send Tenant written notice if LMHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs. The notice will state that Tenant may ask for an explanation stating the specific grounds for the decision and that if Tenant disagrees, Tenant has the right to request a hearing under the Tenant Grievance Procedure. Tenant agrees to transfer to an appropriate size dwelling unit based on family composition or appropriate design, upon proper notice that such a dwelling unit is available, and to leave the unit from which Tenant is moving in a clean and safe condition.
- b) LMHA may move a Tenant into another unit if LMHA determines it necessary to rehabilitate, modernize, dispose, or demolish unit currently occupied by Tenant.
- c) Tenant agrees to request, in writing, special unit features to accommodate a verified disability/handicap. If LMHA approves the request, LMHA will have the choice to modify the current unit or transfer Tenant to another unit with the requested features.
- d) A tenant without disabilities or handicaps housed in a unit with special features must transfer to a unit without such features should a tenant with disabilities need the unit.
- e) In order to make the full and best use of accessible units, a tenant residing in an accessible unit who does not require all the features of the unit may be transferred to another unit appropriate for the tenant's needs. A second tenant, who requires the full range of features, will then be placed in the accessible unit.
- f) In the case of involuntary transfers, Tenant will be required to move into the dwelling made available by LMHA. Tenant will be given 30 days to move following delivery of a transfer notice.
- g) LMHA will decide any Tenant request for transfer under the rules stated in the ACOP and the Jaimes Court Decision. LMHA acknowledges that it is under a duty to promote integration and that the Jaimes Court Decision includes a plan to remedy the effects of past discrimination and to assure equal housing opportunity without regard to race, color, sex or national origin.

Section 9. OCCUPANCY OF THE PREMISES AND TENANT'S OBLIGATIONS

- a) Use and Occupancy of Dwelling: Tenant has the right to the exclusive use and occupancy of the dwelling unit for Tenant and other household members identified in Section 1. This provision permits reasonable accommodation of Tenant's guests for a period not exceeding fourteen (14) consecutive days each year. The Manager may extend this time limit, upon the advance written request of Tenant. All adult members of the household must sign a new Lease within 10 days after the date when any household member becomes an adult at the age of 18.
- b) Ability to Comply with Lease Terms: If Tenant becomes unable to comply with the material provisions of this Lease because of physical or mental impairment and is unable to arrange for someone to aid him/her in complying with the Lease, and LMHA is unable to make reasonable accommodations, LMHA will defer to a designated member of Tenant's family or some other suitable person for relocation assistance. If no such assistance occurs, LMHA will provide referrals to appropriate agencies and begin legal proceedings to terminate the Lease. LMHA will not assume responsibility for moving Tenant or for the costs of moving. At the time of admission, all tenants must identify someone to be contacted when an emergency occurs.
- c) In consideration of these rights, Tenant must:
 - 1) Pay rent and all other rightful charges on or before the first day of the month. If Tenant pays the rent late, more than three times in a calendar year, LMHA may terminate the lease for cause.
 - 2) Refrain from, and cause Tenant's household members and guests to refrain from, negligently, intentionally or maliciously destroying, defacing, damaging or removing any part of the premises (including the LMHA-supplied appliances and other contents) or any LMHA-owned property.
 - 3) Pay reasonable charges, other than for wear and tear, for the repair of damages to the premises, property, buildings, facilities, grounds or common areas caused by Tenant, Tenant's household members or guests.
 - 4) Not assign the Lease, sublease the dwelling unit, or provide accommodation for boarders or lodgers.
 - 5) Use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members identified in Section 1, and not to use or permit its use for any other purpose.
 - 6) Abide by necessary and reasonable regulations established by LMHA for the benefit and well being of the housing development and the tenants. These regulations are posted in the Management Office and incorporated by reference in this Lease.
 - 7) Comply with all obligations imposed upon tenants by provisions of building and housing codes materially affecting health and safety.
 - 8) Keep the unit and such other areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping sidewalks, front and rear entrances, and side yards free of debris and litter, and keeping sidewalks and front and rear entrances free of snow and ice. LMHA will make an exception to this requirement if Tenant, because of age or disability, is unable to perform such tasks and has no household members to assist with compliance. Violation of housekeeping standards is a serious violation of the Lease.
 - 9) Dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by LMHA and refrain from, and assure that all members of Tenant's household and guests refrain from, littering or leaving trash or debris in common areas, balconies or grounds. All garbage must be properly placed in dumpsters or other containers; failure to comply will result in additional charges under Section 4.
 - 10) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, equipment and appurtenances including elevators, in a reasonable manner.
 - 11) Assure that: Tenant, household members and guests do not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, including false fire alarms, or any drug-related criminal activity on or off the premises; any other person under Tenant's control does not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or any drug-related criminal activity on the premises; and no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other tenants.

- 12) If Tenant is responsible for cutting/trimming the grass and shrubbery or for trash, rubbish, furniture and appliance removal, Tenant must do so in a timely manner. Failure to comply will result in additional charges under the Schedule of Maintenance Charges.

Tenant is responsible for cutting/trimming the grass and shrubbery. _____ (Initials required)

Tenant is responsible for removal of trash, rubbish, furniture and tenant owned appliances _____ (Initials required)

- 13) Keep all smoke detectors in proper working order and supplied with fresh batteries at all times; not disable any smoke detector; regularly test all smoke detectors and notify LMHA immediately of any problem, defect, malfunction, or failure; and not use the smoke detector improperly so as to cause false fire alarms. Failure to comply with this paragraph may result in LMHA charging Tenant for repair or replacement and for reimbursement of charges levied against LMHA by any city within LMHA's jurisdiction, for failure to keep the smoke detector operable or causing false fire alarms. LMHA may also take action to terminate the Lease.

Tenant is responsible to keep the smoke detector in proper working order and supplied with fresh batteries at all times and for complying with all provisions of this paragraph. _____ (Initials required)

- 14) Act, and cause household members or guests to act, in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations; and be conducive to maintaining all LMHA developments in a decent, safe, and sanitary condition. Tenant agrees not to make or permit noises or acts that will disturb the rights or comfort of neighbors, including, but not limited to, keeping the volume of any radio, tape or CD player, television, or musical instrument at a level that will not disturb neighbors.
- 15) Without LMHA's advance written approval, not: make any alterations, repairs or decorations to the interior or exterior of the dwelling unit, grounds or equipment; install additional equipment (such as satellite dishes); make any changes to locks or install new locks on any doors; or use any wallpaper, contact paper or nails, tacks, screws, brackets or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers). Satellite dishes shall not be attached to dwelling, garage or shed.
- 16) Act in a cooperative manner with neighbors and LMHA staff; refrain from, and cause members of Tenant's household or guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors and LMHA staff, service providers, police and emergency response personnel.
- 17) Remove promptly all belongings from a fire-damaged unit and dispose of them; take reasonable precautions to prevent fires; refrain from storing or keeping flammable materials upon the premises, i.e., kerosene, gasoline, and explosives. Remove any personal property left on LMHA property when Tenant leaves, abandons or surrenders the dwelling unit.
- 18) Avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairs and to avoid using these for purposes other than going in and going out of the dwelling unit; to refrain from erecting or hanging radio or television antennas or other objects on or from any part of the dwelling unit; to clear snow from sidewalks and front and rear entrances.
- 19) Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and only after having received written permission of LMHA. Nothing herein contained shall inhibit the Tenant from having seasonal decorations placed by tape on outer doors.
- 20) Except for circumstances beyond Tenant's control, give advance, written notice to LMHA of Tenant's leaving the dwelling unit unoccupied for more than 7 days.
- 21) Refrain from and cause household members to refrain from keeping, maintaining, harboring, or boarding any animal in the dwelling except in accordance with LMHA's Pet Policy, unless a verified disability warrants a service animal or companion animal. Tenant agrees to comply with the Pet Policy and that violation of the Pet Policy may be grounds for removal of the pet or termination of the tenancy of the household member who owns the pet.
- 22) Register all vehicles with the Management Office, which includes make, model, year and license plate number, and maintain the required sticker for all vehicles of Tenant and other household members. Absent LMHA's advance, written approval of verified circumstances, Tenant is limited to registering one car per driver.
- 23) Refrain from parking or driving, or permitting guests to park or drive vehicles on or across lawn areas of LMHA-owned properties. Refrain from parking vehicles in the following places at LMHA-owned properties: in front of dumpsters or fire hydrants, in fire lanes, in any right-of-way, in handicapped parking areas, in other designated "no parking" areas or on lawn areas. Refrain from performing vehicle repairs or from keeping abandoned vehicles or vehicles on jacks in any parking area or on LMHA property. The term "vehicle," when used in this Lease, refers to all automobiles, trucks, motorcycles, house trailers, campers, vans, boats and other motor vehicles. Any vehicle violating this paragraph will be towed immediately at Tenant's expense.
- 24) Refrain from parking any vehicle: without valid registration and identification stickers on LMHA property. Vehicles must have inflated tires and must not be on blocks or create other hazards or unsightly conditions. Any vehicle violating this paragraph will be towed, after a 24-hour notice is posted, at Tenant's expense.
- 25) Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and other tenants. Tenant will promptly notify LMHA of any need to repair the dwelling unit, of unsafe or unsanitary conditions in the dwelling unit, in common areas and on LMHA grounds, and of any water leak or mold growth. LMHA will treat Tenant's failure to promptly report these conditions to be a contributing cause of any resulting damage.
- 26) Not commit any fraud in connection with any Federal Housing Assistance program, and not receive assistance for occupancy of any other unit assisted under any Federal Assisted Housing program during the term of the Lease.
- 27) Refrain from and assure that household members and guests refrain from smoking in LMHA's "No Smoking" designated areas for its premises. Violation of this obligation is a serious violation of the Lease.
- 28) Perform at least 8 hours per month of qualifying community service or economic self-sufficiency program activities, unless the requirement is waived due to age, disability, or the fact that Tenant is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- 29) Refrain from and assure that household members and guests refrain from tampering with utility meters, telephone boxes, cable boxes, electrical boxes, mailboxes, pull stations and smoke detectors. Tenant, household members, guests and other persons under Tenant's control must not tamper with or destroy LMHA's security cameras and devices, equipment, appliances, and property.
- 30) Comply with all applicable anti-harassment laws, regulations, codes and statutes.

Section 10. CRIMINAL ACTIVITY

LMHA maintains a zero tolerance or One Strike policy regarding criminal activity and drug-related criminal activity.

- a) LMHA will immediately terminate the Lease if it determines that:
- 1) Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - 2) Any household member or guest has engaged in drug-related criminal activity on or off the premises, or any other person under Tenant's control has engaged in such activity on the premises.
 - 3) A household member is illegally using a drug or engaging in a pattern of illegal use of a drug that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants.

- 4) Any criminal activity by a household member or guest threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, including LMHA management staff residing on the premises, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
 - 5) A household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony or high misdemeanor under the laws of the place from which the individual flees; or violating a condition of probation or parole imposed under Federal or State law.
 - 6) A household member has engaged in a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants; or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- b) For the purposes of this Section, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or employees of LMHA, includes, but is not limited to, any of the following:
 - 1) Domestic violence, physical assault or the threat of physical assault to any person;
 - 2) Illegal use of, or the threat to use, a firearm or other weapon;
 - 3) Rape, sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct;
 - 4) Robbery, burglary, auto theft, arson, and vandalism.
 - c) For the purposes of this Section, "drug-related criminal activity" means: Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, and opium, and further defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802), unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.
 - d) LMHA will evict Tenant by judicial action for criminal activity if it determines that a covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

Section 11. LMHA'S OBLIGATIONS

- a) LMHA's obligations under this Lease include:
 - 1) Maintaining the dwelling unit and development in decent, safe and sanitary condition;
 - 2) Complying with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - 3) Making necessary repairs to the dwelling unit;
 - 4) Keeping the development's buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
 - 5) Maintaining in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by LMHA;
 - 6) Providing and maintaining appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant as required by this Lease.
 - 7) Supplying running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and
 - 8) Notifying Tenant of the specific grounds for any proposed adverse action by LMHA. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair.)
- b) When LMHA is required to give Tenant the opportunity for a hearing under the Tenant Grievance Procedure for a grievance concerning a proposed adverse action:
 - 1) The notice of proposed adverse action will inform Tenant of the right to request such hearing. In the case of a Lease termination, a notice of Lease termination in accordance with 24 CFR 966.4(l) (3) constitutes adequate notice of proposed adverse action.
 - 2) In the case of a proposed adverse action, other than a proposed Lease termination based on any activity, not just criminal activity that threatens the health, safety or right to peaceful enjoyment of LMHA's premises by other tenants or employees of LMHA, or is drug-related, LMHA will not take the proposed action until the time for Tenant to request a grievance hearing has expired and, if a hearing was timely requested by Tenant, the grievance process has been completed.
- c) **LMHA IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO TENANT'S PERSONAL PROPERTY OR MOTOR VEHICLES FROM CRIMINAL OR OTHER ACTIVITY. LMHA SUGGESTS THAT TENANT SHOULD HAVE RENTER'S INSURANCE FOR THE PROTECTION OF TENANT'S HOUSEHOLD GOODS AND FURNISHINGS AND MOTOR VEHICLE INSURANCE. LMHA DOES NOT OFFER OR PROFIT FROM SUCH INSURANCE.**
- d) LMHA makes no representation that its premises are safe from the threat of theft, injury or damage to Tenant or Tenant's property. LMHA makes no representation that its gates, fences, locks, security cameras, and other equipment and services are provided for Tenant's safety. They are provided for the protection of LMHA's property.

Section 12. MOVE-IN AND MOVE-OUT INSPECTIONS

- a) Move-in Inspection: LMHA and Tenant or a representative must inspect the dwelling unit before it is occupied by Tenant. LMHA will give Tenant a written statement of the condition of the dwelling unit, both inside and out, and the equipment provided with the unit. LMHA and Tenant must sign the statement and LMHA will retain a copy in Tenant's folder. Any deficiencies noted on the statement will be corrected by LMHA, at no charge to Tenant.
- b) Move-out Inspection: LMHA will inspect the unit when Tenant vacates and give Tenant a written statement of any charges for which Tenant is responsible. Tenant may join in the move-out inspection unless Tenant vacates without notice to LMHA.

Section 13. ENTRY OF PREMISES DURING TENANCY

- a) Tenant agrees that any person authorized by LMHA will be permitted to enter the premises during working hours (8:00 a.m.-5:00 p.m.) for the purpose of performing routine inspections and maintenance, making improvements or repairs, or showing the unit for re-leasing. Tenant has the right to see proper identification of employment with LMHA before allowing entry into the premises. If Tenant is absent from the dwelling unit when LMHA arrives to perform maintenance requested by Tenant, the request for maintenance constitutes Tenant's authority to enter the unit.
- b) LMHA will give Tenant at least 48 hours advance, written notice of the purpose for the entry. LMHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If Tenant and all adult members of the household are absent at the time of entry, LMHA will leave a written statement specifying the date, time and purpose of entry in a conspicuous place before leaving the unit.

Section 14. NOTICE PROCEDURES

- a) Tenant's notice to LMHA must be in writing, delivered to LMHA's Management Office or Central Office or sent by prepaid first-class mail, addressed as follows:
- LMHA
435 Nebraska Avenue
P. O. Box 477
Toledo, Ohio 43697-0477
Attention: Director of Housing Operations
- b) Except as provided in Section 13, LMHA's notice to Tenant will be in writing and delivered to Tenant or any adult household member, or sent by prepaid first-class mail, properly addressed to Tenant. If Tenant is visually impaired, all notices will be in an accessible format.

Section 15. TERMINATION OF LEASE

- a) LMHA may terminate the Lease only for:
- 1) Serious or repeated violation of material terms of the Lease, such as the following:
 - a. Failure to make rent or other payments under the Lease when due;
 - b. Failure to fulfill household obligations as described in Section 9.
 - 2) Other good cause which includes, but is not limited to, the following:
 - a. Criminal activity, drug-related criminal activity, and drug or alcohol abuse as stated in Section 10;
 - b. Discovery after admission of facts that made Tenant ineligible;
 - c. Discovery of material false statements or fraud by Tenant in connection with an application for housing or with reexamination of income;
 - d. Failure of a household member to comply with community service requirements, which is grounds only for non-renewal of the Lease and termination at the end of the 12 month Lease term;
 - e. Failure to accept LMHA's offer of a revision to an existing lease, with written notice of the offer of the revision at least 60 days before the revision is scheduled to take effect, and with the offer specifying a reasonable time limit for acceptance;
 - f. Tenant's failure to pay utility bills when responsible for direct payment to a supplier of utilities;
 - g. Misrepresentation of family income, assets, or composition;
 - h. Failure to supply, within 10 days, any certification, release, information, or documentation of family income or composition needed to process an annual re-examination or interim redetermination;
 - i. Serious or repeated damage to the dwelling unit, or creation of physical hazards in the unit, common areas, grounds or parking areas of any development or site;
 - j. Failure to obtain LMHA's written permission before installing washing machines, dishwashers, dryers, ceiling fans, or appliances, or air-conditioners without the necessary hookups, at LMHA paid utilities sites;
 - k. Any fire on LMHA premises caused by carelessness, failure to supervise children or unattended cooking;
 - l. Possession and/or use of illegal weapons or illegal drugs found in or seized in an LMHA unit by law enforcement officers.
- b) LMHA will give written notice of termination of the Lease of:
- 1) 14 days in the case of failure to pay rent.
 - 2) At least 3 days but not more than 30 days:
 - a. if the health or safety of other tenants, LMHA employees, or persons residing in the immediate vicinity of the premises is threatened;
 - b. if any household member has engaged in any drug-related criminal activity or violent criminal activity; or
 - c. if any household member has been convicted of a felony.
 - 3) 30 days in any other case.
- c) The notice of termination to Tenant will state the specific reason for termination and inform Tenant of the right to make such reply as Tenant may wish and to request a grievance hearing. No grievance is permitted when the violation relates to any activity, including criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of LMHA or any drug-related criminal activity, but Tenant will be given a private conference with an LMHA representative and can only be evicted by judicial proceedings in court. The notice will also inform Tenant of the right to examine LMHA documents relevant to the termination or eviction.
- d) Any notice to leave the premises required by State law (Ohio Revised Code Chap. 1923) may be combined with, or run concurrently with, the notice of termination under this section. If LMHA brings an eviction action in court, Tenant will be charged with court costs if Tenant loses the suit or consents to a judgment.
- e) Tenant may terminate this Lease at any time by giving LMHA 15 days' advance, written notice, as described in Section 14.
- f) When an individual or family is evicted for engaging in criminal activity, including drug-related criminal activity, LMHA will notify the post office serving that dwelling unit that such persons are no longer residing there (so the post office will stop delivering mail for such persons at the unit and such persons will not return to LMHA premises to pick-up the mail).

Section 16. WAIVER

No delay or failure by LMHA in exercising any right under this Lease and no partial or single exercise of such right, shall constitute a waiver (post or prospective) of that or any other right unless otherwise expressly provided herein.

Section 17. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

- a) Tenant must immediately notify the Housing Manager of the damage;
- b) LMHA will be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Tenant, household members or guests, the reasonable cost of the repairs will be charged to Tenant;
- c) LMHA will offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Tenant must accept any replacement unit offered by LMHA. In the event Tenant refuses to occupy any replacement unit, Tenant may live elsewhere, but LMHA will not be responsible for providing such housing or assume responsibility for its cost;
- d) In the event repairs cannot be made by LMHA as described above or alternative accommodations are unavailable, then rent will abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent will occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members or guests.
- e) If LMHA determines that the dwelling unit is not habitable because of imminent danger to the life, health and safety of the occupants, and Tenant refuses to live in alternative accommodations, LMHA will terminate this Lease and refund to Tenant any rent paid;
- f) Tenant will continue to pay full rent, except the abated portion agreed to by LMHA, while the hazardous conditions remain uncorrected. If Tenant and LMHA are unable to agree on abatement, Tenant must follow the rent escrow provisions of Ohio Revised Code Section 5321.07 et seq.
- g) Tenant will be responsible for fire damage to the unit caused by Tenant's appliance, device, or other personal property. Fire caused by Tenant's appliance, device or other personal property is a serious violation of the Lease.

Section 18. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Tenant or LMHA, except those that HUD has determined are not subject to a grievance procedure, must be resolved in accordance with the Tenant Grievance Procedure, Operating Procedures, Supplement #28, or the LMHA grievance procedure in effect at the time the dispute arises. The procedure is posted in the Central Office. LMHA suggests that Tenant escrow rent with LMHA's Central Office until the dispute is resolved.

Section 19. MODIFICATIONS

Except for notice or rent adjustment as stated in Section 7, no other modifications may be made to this Lease except in writing, signed by all parties, and with proper notice given as stated in Section 14.

Section 20. UNDERSTANDING AND CERTIFICATION

The parties agree that each has read this Lease; that the parties fully understand all terms and provisions of the Lease; that the terms and provisions represent and constitute the entire understanding and agreement of the parties; and that the parties voluntarily sign this Lease. LMHA will retain a signed copy of this Lease in Tenant's file. Each signatory is jointly and severally responsible for the timely payment of rent and the fulfillment of all other provisions of this Lease.

I/we certify that I/we and other members of my/our household have not committed any fraud in connection with any federally assisted housing program and that all information and documents submitted by myself or other household members to LMHA in connection with any federally assisted housing program are true and complete to the best of my knowledge and belief.

Lease executed on this _____ day of _____, _____

(Head of Household)

(Other Adult Member of Household)

(Other Adult Member of Household)

LUCAS METROPOLITAN HOUSING AUTHORITY

By: _____
(LMHA Representative)

_____ Date

LMHA certifies that all required smoke detectors are installed and in proper working order at the time of the signing of this lease. _____
_____(Initials from LMHA Representative required)