

PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

St. Louis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the St. Louis Housing Authority (called "Authority") and Tenant named in Part I of this lease (called "Tenant"). The term "Authority" refers to the St. Louis Housing Authority and/or its Managing Agent.

I. Description of the Parties and Premises.

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part I of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) New household members may be added to the tenant's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, declaration of life partnership, legal adoption by a member of a household on the lease, award of custody by a court or the Division of Family Services to a member of the household on the lease or award of a foster child to a member of the household on the lease. Permission to add a Live-in Aide shall not be unreasonably refused. No new household member, except those listed above, may be added unless and until that person has provided the required information to the Manager and been determined eligible for admission. The Housing Authority has the right to deny admission to any person found to be ineligible. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIV.
- (d) Deletions (for any reason) from the list of household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the departure of any person who is considered to be permanently absent from the unit.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy.
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth calendar day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. If rent is not received on a timely basis, an action for eviction will be filed.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The other charges include:

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Installation charges for tenant-supplied air conditioners - a fixed charge of \$25.00. The Tenant is responsible for the maintenance of tenant-supplied air conditioners.
- (c) Late Charges - A charge of \$30.00 per month, or whatever amount is specified in the Admissions and Continued Occupancy Policy, late fee for rent or other charges paid after the tenth calendar day of the month.
- (d) Court Costs and Attorney's Fees: The Authority or its management agent shall be entitled to recover from Tenant all attorney's fees and court costs incurred in prosecuting an eviction action (a rent and possession action, unlawful detainer action or Chapter 441 immediate eviction action) against Tenant if Tenant loses the lawsuit.

The Authority shall provide written notice of the amount and due date of any charge in addition to Tenant Rent. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge.

IV. Payment Location

Rent and other charges can be paid by mailing a check or money order to the Development's Management Office or by paying by check or money order at the Development's Management Office. Cash payments will not be accepted.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to \$100.00 or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part I of this Residential Lease.
- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
 - (1) To remedy a tenant's default in the payment of rent or other charges.
 - (2) To restore the unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.
- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.
- (d) If the resident transfers to another unit, SLHA will transfer the original security deposit.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the Authority has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. The deposit shall be returned to the Tenant if she/he has complied with all obligations, including, but not limited to, the following:

1. The unit is left clean and in good condition, except for normal wear and tear, and;
2. All rent and other financial obligations under the lease have been paid, and
3. If keys have not been turned in to the Development manager, the cost associated with changing locks will be deducted from any security deposit due the Tenant.

The Authority agrees to return the Security Deposit to Tenant when he/she vacates, less any deductions for any costs indicated above, to the Tenant at his/her last known address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

- (a) Authority-supplied Utilities: If indicated by an (X) on Part I of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority.
- (b) Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant each month. The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or house rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. Tenants shall be allowed to permit guest(s) to remain in the unit up to, but not exceeding, a total of twenty-one (21) days in a calendar year without written approval. Written approval must be obtained from the Development/Property Manager for any extended stays exceeding twenty-one (21) days.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.
- (c) Re-determination of Rent, Dwelling Size, and Eligibility.
- (1) The status of each family is to be re-examined at least once a year.
 - (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease, for which the Authority may terminate the lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, a copy of which is available for review in the Development Office or on the Authority's website at www.slha.org.
 - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) Tenant or family member has an increase in income, including new employment.
 - (b) A person with income joins the household.
 - (c) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.
If a reduction is granted, Tenant must report subsequent increases in income within 30 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 30 days may result in a retroactive rent charge.)
 - (d) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following, the month in which the misrepresentation occurred.
 - (e) Rent formulas or procedures are changed by Federal law or regulation.
 - (4) All changes in family composition must be reported to the Development Manager within 30 days of the occurrence. Failure to report within the 30 days may result in a retroactive rent charge. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit.

An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
 - (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
 - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 30 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

VIII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the Development in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep the Development, building facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working_order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (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.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing.

In the case of lease termination, a notice of lease termination that complies with applicable laws shall constitute adequate notice of proposed adverse action.

- (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been complete.
- (i) Reasonable Accommodations for Residents with Disabilities:
Housing providers must make reasonable accommodations in the lease and other policy requirements when requested by a resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease nor sublease the dwelling unit;
- (b)
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (not to exceed twenty-one (21) days in a calendar year) without the advance written consent of the Authority.
 - (3) Not to invite or allow persons on the Bar & Ban list into the Tenant's unit or onto the Development premises.
- (c) To provide the Authority with thirty (30) day's written notice before vacating the unit;
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose, except as provided in sections I (b) and VII (a). This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- (e) To comply with family reporting requirements and to provide required verification/documentation.
- (f) To not to misrepresent the family income, assets, or composition.
- (g) To not to make material false or fraudulent statements in connection with the family's participation in the public housing program or in its application for public housing assistance.
- (h) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the Development and Tenants. These regulations shall be posted in a conspicuous manner in the Development office. Violation of such regulations constitutes a violation of the Lease.
- (i) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (j) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

- (k) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (l) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (m) To refrain from and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or Development.
- (n) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, Development buildings, facilities, or common areas caused by Tenant, household members or Guests.
- (o) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority Developments in a decent, safe, and sanitary condition.
- (p) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any violent criminal activity on or off the premises or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development premises by other residents or employees of the Authority, or;
 - (2) Any drug-related criminal activity on or off the premises. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
 - (3) Any criminal activity in violation of this subsection (p) is a violation of the Authority's 'One Strike' policy and shall be cause for termination of tenancy and for eviction from the unit. The Authority's Grievance Procedure is not available to tenants whose lease is terminated for a 'One Strike' violation.
- (q) To assure that Tenant, member of household, a guest or another person under Tenant's control shall not abuse alcohol so as to impair the health, safety or right to peaceful enjoyment of the premises by other residents.
- (r) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers) without authorization by the Authority.
- (s) To give prompt prior written notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (t) To act in a cooperative manner with neighbors, the Authority staff and management staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, the Authority's staff and management staff.
- (u) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (v) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

- (w) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that cable equipment, roof antennas, satellite dish receivers or alarm systems may be installed in accordance with regulations set forth by the Authority with the prior written approval of the Authority. If the Tenant installs an alarm system, the Tenant must provide management with the passcode so that the alarm can be turned off in the event Tenant is not home when a false alarm sounds or access is needed for unit repairs.
- (x) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (y) To ensure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy. However, in any development a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.
- (z) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on Development site.
- (aa) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority in accordance with Missouri law. Costs for storage and disposal shall be assessed against the former Tenant.
- (bb) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (cc) (1) Not to commit any fraud in connection with any Federal housing assistance program, and
(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (dd) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (ee) Not to tamper, remove or destroy smoke detectors. Tampering, removing or destroying a smoke detector shall result in a fine or termination of the lease.
- (ff) To permit the Authority's representatives access to the unit to conduct inspections, including bedbug inspections, pest exterminations and/or to make necessary repairs.
- (gg) To fulfill (if nonexempt), and to ensure that all nonexempt family members comply with, the community service requirement. (Refer to the ACOP for information about the community service requirement.).
- (hh) To pay the rent on time. Repeated late payment, which is defined as being delinquent in the payment of rent three times within a 12 month period, is a material violation of the lease and shall be grounds for termination of the tenancy.

- (ii) To cooperate with management in the elimination of bedbug, rodent or insect infestations and the prevention of bedbug, rodent or insect re-infestations. Tenant's failure to comply with the instructions of the manager or exterminator which results in a new bedbug, rodent or insect infestation or the spread of a current bedbug, rodent or insect infestation shall be a serious violation of the material terms of the lease for which the Authority may terminate the lease in accordance with Section XIV.

X. 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:

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant.
If Tenant, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if the necessary repair of a hazardous condition cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. Tenant will be provided replacement housing on a temporary basis until such time as tenancy has been terminated through the court system.
- (e) If the Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.
- (f) The Authority is not responsible for the repair or replacement of resident-owned/supplied appliances or for any damages to resident's personal possessions. It is the responsibility of the resident to obtain insurance to cover the loss of household goods or personal possessions.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Development Manager of damage to the unit.
- (b) Tenant agrees to continue to pay full rent, less any abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. The Authority, at no charge to Tenant, will correct any deficiencies noted on the inspection report.

- (b) Other Inspections: The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities:
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
 - (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) Authority's Responsibilities:
 - (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.
 - (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 - (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

- (a) Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Development Manager's office or to Authority's central office, or sent by prepaid first-class mail, properly addressed to St. Louis Housing Authority, Department of Operations, 3520 Page Boulevard, St. Louis, Missouri 63106.
- (b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired all notices must be in an accessible format.

XIV. Termination of the Lease

This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for violation of any other lease provision or other good cause, including discovery by the Authority, after admission to public housing, of facts that made the tenant ineligible to reside in public housing at the time of admission.

In addition, the Authority shall terminate the lease upon a determination that a family member has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally-assisted housing and upon discovery that a family member is fleeing to avoid prosecution, custody or confinement for a crime that is a felony under the laws of the place from which the individual flees.

SLHA shall give written notice of a proposed termination of the lease:

- 14 days in the case of failure to pay rent
- 10 days for criminal activity or any activity that threatens the safety and welfare of other residents, SLHA employees or persons residing in the immediate vicinity of the premises
- 30 days in any other case

XV. Protections for Victims of Abuse (Violence Against Women Act of 2005)

- (a) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, sexual assault or stalking.
- (b) Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Authority may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a Tenant or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.
- (c) (1) The Authority may request a certification that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.
- (2) The Tenant or family member must provide certification (by HUD Form 50066 or alternate documentation) to SLHA with fourteen (14) business days of receiving SLHA's written request for certification of domestic violence victim status. If the applicant or family member fails to provide the requested certification or the information that may be provided in lieu of certification by the 14th business day, or any extension of the date provided by SLHA, then none of the protections afforded to victims of domestic violence, dating violence, sexual assault or stalking under the Public Housing Program applies.

- (d) Nothing in this Section:
 - 1. limits the Authority from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
 - 2. limits the Authority from evicting a Tenant for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that the Authority does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other Tenants in determining whether to evict;
 - 3. limits the Authority from terminating the tenancy of any Tenant if the Authority can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted;
 - 4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.
- (f) All information the Authority may request to confirm domestic violence, dating violence, sexual assault or stalking victim status, pursuant to federal law, shall be retained in confidence by the Authority, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
 - 1. requested or consented to by the individual in writing;
 - 2. required for use in an eviction proceeding; or
 - 3. otherwise required by applicable law.

XVI. Transfers

- (a) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate for Tenant's family, the Authority shall send the Tenant written notice, and the Tenant is required to move to a different dwelling unit of the appropriate size or design.
- (b) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (c) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall accommodate the request by either modifying the Tenant's existing unit or transferring the Tenant to another unit with the required features.
- (d) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features in the event a Tenant with disabilities need the unit as a reasonable accommodation.
- (e) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. In cases other than emergencies, Tenant shall be given a written transfer notice and one offer of housing. The Tenant then has 30 days in which to move. If Tenant refuses to move, the Authority may terminate the Lease.
- (f) The Authority will consider any Tenant request for transfer in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

XVII. Waiver

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

XVIII. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **The Authority's Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.
- (c) **Housekeeping Standards: Inside the Apartment**
 - General:**
 - (1) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 - (2) Floors should be clean, clear, dry and free of hazards.
 - (3) Ceilings should be clean and free of cobwebs.
 - (4) Windows should be clean and not nailed shut. Shades or blinds should be intact.
 - (5) Woodwork should be clean, free of dust, gouges, or scratches.
 - (6) Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
 - (7) Heating units should be dusted and access uncluttered.
 - (8) Trash shall be disposed of properly and not left in the unit.
 - (9) Entire unit should be free of rodent or insect infestation.
 - Kitchen:**
 - (1) Stove should be clean and free of food and grease.
 - (2) Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
 - (3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - (4) Exhaust Fan should be free of grease and dust.
 - (5) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (6) Food storage areas should be neat and clean without spilled food.
 - (7) Trash/garbage should be stored in a covered container until removed to the disposal area.
 - Bathroom:**
 - (1) Toilet and tank should be clean and odor free.
 - (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
 - (3) Lavatory should be clean
 - (4) Exhaust fans should be free of dust.
 - (5) Floor should be clean and dry.

Storage Areas:

- (1) Linen closet should be neat and clean.
 - (2) Other closets should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
 - (3) Other storage areas should be clean, neat and free of hazards.
- (d) **Housekeeping Standards: Outside the Apartment**
The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:
- (1) Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
 - (2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
 - (3) Steps (front and rear) should be clean, and free of hazards.
 - (4) Sidewalks should be clean and free of hazards.
 - (5) Storm doors should be clean, with glass or screens intact.
 - (6) Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
 - (7) Hallways should be clean and free of hazards.
 - (8) Stairwells should be clean and uncluttered.
 - (9) Laundry areas should be clean and neat. Remove lint from dryers after use.
 - (10) Utility room should be free of debris, motor vehicle parts, and flammable materials.

(a) **Housekeeping Standards: Inside the Apartment**

General:

- (1) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors should be clean, clear, dry and free of hazards.
- (3) Ceilings should be clean and free of cobwebs.
- (4) Windows should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork should be clean, free of dust, gouges, or scratches.
- (6) Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units should be dusted and access uncluttered.
- (8) Trash shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Entire unit should be free of food contamination or open food containers.

Kitchen:

- (1) Stove should be clean and free of food and grease.
- (2) Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan should be free of grease and dust.
- (5) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas should be neat and clean without spilled food or open containers of food.
- (7) Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom:

- (1) Toilet and tank should be clean and odor free.
- (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Exhaust fans should be free of dust.
- (4) Floor should be clean and dry.

Storage Areas:

- (1) Linen closet should be neat and clean.
- (2) Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas should be clean, neat and free of hazards.

(b) **Housekeeping Standards: Outside the Apartment**

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

- (1) Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear) should be clean, and free of hazards.
- (4) Sidewalks should be clean and free of hazards.
- (5) Storm doors should be clean, with glass or screens intact.
- (6) Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways should be clean and free of hazards.
- (8) Stairwells should be clean and uncluttered.
- (9) Laundry areas should be clean and neat. Remove lint from dryers after use.
- (10) Utility room should be free of debris, motor vehicle parts and flammable materials.

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