

## PART II.

### 1. USE AS RESIDENCE

- A. Tenant and household members listed in this Lease have the right to the exclusive use and occupancy of the dwelling unit. The dwelling unit must be used only as a private residence, solely for Tenant and household members listed in this Lease.
- B. Tenant shall not assign, sublet, or transfer possession of the dwelling, or give accommodations to boarders, lodgers, or other persons not listed as occupants in this Lease.
- C. This provision permits accommodations of Tenant's guests or visitors for a period not to exceed fourteen (14) days per twelve (12) month period. An extension may be granted upon written request to the Manager.
- D. HACEP may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities where HACEP determines that such activities are incidental to the primary use of the dwelling unit for residence by members of the household, subject to HACEP's policy on such activities.
- E. Tenant must actually reside in the unit at all times; a Tenant may not "hold" a unit by paying the rent while not actually residing in the unit. Violations shall be considered a fraudulent misrepresentation of material facts and shall result in immediate termination of the Lease. Violations shall also be reported to the appropriate authorities for prosecution and other legal action as deemed necessary.

### 2. ADDITIONS AND DELETIONS TO HOUSEHOLD

- A. Any additions to the household members named on the Lease, including Live-in Aides and foster children, require the advance written approval of HACEP. Such approval may be granted only if the new family members pass HACEP's admissions screening criteria and a dwelling unit of the appropriate size is available.
- B. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Live-in Aide means a person who resides with an elderly or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services. A Live-In Aide will have no right to continue to occupy the unit if and when the household member for whom care is provided no longer resides in the unit.
- C. Biological newborn family members may be added to the Lease without prior approval. However, Tenant must notify HACEP of the addition within ten (10) calendar days.
- D. Tenant agrees to wait for HACEP's written approval before allowing additional persons to move into the dwelling unit. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease for which HACEP may terminate the Lease in accordance with Paragraph 18 of this lease.
- E. Deletions, for any reason, from the household members named on the Lease shall be reported by the Tenant to HACEP in writing within ten (10) calendar days of the deletion. A spouse may not be deleted without the written approval of the spouse to be deleted. Pursuant to a court order, however, a spouse may be deleted without the spouse's signature.
- F. Additions and deletions to a household are subject to mandatory administrative action to correct bedroom size, if applicable, and subject to unit availability. In such instances, HACEP shall not guarantee area or Community preference.
- G. **HACEP has determined that "temporarily absent" can mean an absence for up to three (3) months. An exception to the inclusion of that income is extended to members of the military who are under "hostile fire" and temporary absence may exceed three (3) months. Military absence can be confirmed with call-up orders. Other absences, and the length of such absences, will be confirmed based on the circumstances of the absence.**

**If a claim is made that the absence of a household member is permanent or that his/her whereabouts are unknown, the head of household or remaining family member with legal capacity to enter into the lease must sign an affidavit describing the circumstances and duration of the absence, and stating that due diligence has been exercised to determine the whereabouts of the absent member.**

### 3. RENT

- A. **RENT IS DELINQUENT IF NOT PAID BY THE FIRST DAY OF THE MONTH, AND A \$10 LATE CHARGE WILL BE ASSESSED AFTER THE 10<sup>TH</sup> DAY OF THE MONTH.** Rent includes utilities as described in Part I, Paragraph 6 above, and includes all maintenance charges.
- B. On the 11<sup>th</sup> day of the month a late fee of \$10.00 will be assessed, due and payable during the month assessed.
- C. Rent shall remain in effect unless adjusted by HACEP in accordance with Part II, Paragraph 8 herein.
- D. The amount of the Total Tenant Payment and Tenant Rent shall be determined by HACEP in compliance with HUD regulations and requirements and in accordance with HACEP's Admissions and Continued Occupancy Policy.

- E. When HACEP makes any change in the amount of Total Tenant Payment or Tenant Rent, HACEP shall give written notice to Tenant. The notice shall state the new amount and the date from which the new amount is applicable.
- F. Rent re-determinations are subject to the Administrative Grievance Procedure.
- G. Tenant may ask for an explanation of how the amount is computed by HACEP. If Tenant asks for an explanation, HACEP shall respond within a reasonable time, not to exceed thirty (30) calendar days.
- H. Acceptance of rent payments shall not waive or diminish HACEP's right of eviction or another contractual or statutory right. The acceptance of monies at any time will not waive HACEP's right of property damages, past or future rent, or other sums due. The Tenant's obligation to pay rent continues until the unit is vacated in accordance with Part II Paragraph 18(I) herein.

4. **OTHER CHARGES**

- A. In addition to rent, Tenant is responsible for payment of certain other charges as follows:
  - 1. Maintenance costs. Cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds, including but not limited to lawns, shrubs, trees, etc., beyond normal wear and tear, caused by Tenant, household members or guests. When HACEP determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HACEP or, for work not listed on the Schedule of Maintenance Charges, based on actual cost to HACEP for labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Tenant shall notify HACEP immediately of the need for repair to the dwelling unit and any unsafe conditions on the premises or grounds. An additional administrative fee (as established in the Schedule of Maintenance Charges) will be assessed for damages, to include damages caused by normal wear and tear, not reported and identified during any inspection or other HACEP activity.
  - 2. Excess Utility Charges. At Communities where utilities are provided by HACEP, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances and/or other devices, fixtures or equipment. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Request for individual relief for excess utility charges can be made under certain circumstances as provided in HACEP policy.
  - 3. Installation and/or dismantling charges for Tenant-supplied air conditioners.
- B. HACEP shall provide written notice of the amount of any charges in addition to Tenant Rent, and when payment for the charges is due.
- C. Charges in addition to rent are due within two (2) weeks after Tenant receives HACEP's written notice of the charges.
- D. Tenant is responsible for charges incurred for the misuse or abuse of, or damages to any HACEP property including, but not limited to, any dwelling unit, community hall, community hall equipment and furnishings, playgrounds and playground equipment, grounds, landscaping, lawns, shrubs, trees, fences, etc.

5. **PAYMENT METHODS**

Rent payments and other charges must be mailed along with payment stub and Tenant Number to the following address, or other location as determined by HACEP:

**HACEP-TAR  
P.O. BOX 660797  
DALLAS, TX 75266-9621**

An envelope will be included in the billing statement and Tenant will be responsible for the cost of postage on the envelope. Rent and other payments will be accepted only in the form of money orders, cashiers checks, personal checks, or with a draft set up with HACEP. Personal checks and drafts will be accepted until more than one (1) Non-Sufficient Funds (NSF) check is presented. A NSF fee of \$25.00 will be assessed against the resident's account. The resident will then be required to make all subsequent payments using money orders or cashiers checks. Cash payments

will not be accepted.

6. **SECURITY DEPOSIT**

- A. HACEP will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
  - 2. To reimburse HACEP for cost of repairing any intentional, accidental or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- B. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.
- C. No refund of the Security Deposit will be made until Tenant has vacated the unit, and the dwelling unit has been inspected by HACEP.
- D. A Security Deposit shall be returned in accordance with Texas State Law.

7. **UTILITIES AND APPLIANCES**

- A. HACEP-Supplied Utilities: If indicated by an (X) in Part I, Paragraph 6.A of this Lease, HACEP shall supply the indicated utility. HACEP shall not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- B. Tenant-Paid Utilities: If Tenant resides in a community where HACEP does not supply electricity, gas, or water, an allowance for utilities which Tenant pays directly to the utility supplier shall be established, appropriate for the size and type of dwelling unit. The Total Tenant Payment less the Utility Allowance equals Tenant Rent.
- C. If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such saving.
- D. Utility Reimbursement: If the Utility Allowance exceeds the Total Tenant Payment, HACEP has option to pay the utility reimbursement to the family or directly to the utility company.
- E. HACEP may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) calendar days written notice of the revised allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. There is no Utility Allowance if Tenant chooses the Flat Rent option.
- F. Tenant agrees not to waste the utilities provided by HACEP and to comply with any applicable law, regulation, or guideline of any government entity regulating utilities or fuels. **A continued waste of utilities may result in a loss or reduction of HACEP Utility Allowance and/or termination of the Lease.**
- G. HACEP provides a stove-top, oven and refrigerator as fixtures. Tenants may not alter, modify or remove fixtures. Other major electrical appliances including, but not limited to, air conditioners, freezers, extra refrigerators, washers, dryers, may be installed and operated only with prior written approval of HACEP. Unauthorized appliances will be removed by HACEP and Tenant shall be charged for costs of removal.
- H. Tenant is responsible for having utilities turned on for Tenant-paid utilities. Tenant is responsible for the timely payment of all utilities for which Tenant is directly responsible and for any reconnect fees or charges incurred as a result of a failure to pay utilities. **Tenant may not connect or disconnect any utility service without the prior written authorization of HACEP.**

8. **REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

- A. The rent amount is fixed until changed as described herein.
- B. The status of each family will be re-examined at least once a year.
  - 1. Tenant promises to supply HACEP, when requested, with complete and accurate information about family composition, age of household members, income and source(s) of income (including non-cash income) of all family members regardless of age, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.
  - 2. All information will be verified by HACEP. Tenant agrees to comply with HACEP's requests for verification by signing releases for third party sources, presenting documents for review, or providing other suitable forms of verification.

3. Failure to provide requested documentation and/or information is grounds for termination of the Lease.
  4. A reasonable assessment by HACEP that incorrect, incomplete or insufficient information has been provided may result in termination of the Lease.
- C. Tenants choosing the Flat Rent option will have income verified every three (3) years.
- D. HACEP 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 HACEP to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
- E. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Community's Office.
- F. The Community Service Requirement for all participating household members will be reviewed annually or as required by HACEP policy.
- G. Failure to provide such information when requested is a serious violation of the terms of the Lease and HACEP may terminate the Lease.
- H. Rent will not change during the period between regular re-examinations, UNLESS during such period:
1. A person with income who has met the eligibility criteria by HACEP is added to the household.
  2. Tenant can verify a change in his/her circumstances, such as decline in or loss of income that would justify a reduction in rent.
  3. If a reduction is granted, Tenant must report subsequent increases in income within ten (10) calendar days of the occurrence. Failure to report within the 10 calendar days may result in a termination of the Lease and a retroactive rent charge.
- I. If Tenant is found to have 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, HACEP shall apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Additionally, HACEP may report these facts to Federal authorities for prosecution.
- J. Rent formulas or procedures are changed by Federal law or regulation.
- K. All changes in family composition must be reported by Tenant to the HACEP Manager in the Community in which Tenant resides within ten (10) calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent charge and/or termination of the Lease.
- L. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described herein. 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 the 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 ten (10) calendar days of the occurrence, the increase will become effective the first day of the second 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 HACEP 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, HACEP shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
  5. "Zero" or "Provisional" Rents: If Tenant is placed on "Zero" or "Provisional" rent, the Tenant must report to

the respective Community Manager every thirty (30) days. Tenant must provide HACEP with current information regarding changes in status of the household income, family composition and assets. Failure to report to HACEP Community's Manager every thirty (30) days as required may be grounds for termination of the Lease.

6. All changes, adjustments, credits and interim rents will be recorded on the Rent Redetermination Page which is made part of this Lease by reference and will indicate the new rent and the effective date, and will be initialed by the Community's Manager and the Tenant.

9. **TRANSFERS**

- A. Tenant agrees that if HACEP determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, HACEP shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of appropriate size or design anywhere in HACEP's jurisdiction. A maximum of two (2) offers may be made for such a move; the refusal of the Tenant to move to a new unit is a violation of the terms of this Lease and shall result in the termination of the Lease.
- B. HACEP may fund moving expenses for a Tenant when necessary to rehabilitate or demolish Tenant's dwelling unit.
- C. If a Tenant makes a written request for special dwelling unit features in support of a documented disability, HACEP may modify Tenant's existing dwelling unit. If the modifications needed are similar to those existing in a fully accessible dwelling unit, HACEP may transfer Tenant to another dwelling unit with the features requested.
- D. A Tenant without disabilities who is housed in an accessible or adaptable dwelling unit must transfer, at HACEP's expense, to a dwelling unit without such features should a Tenant with disabilities need the dwelling unit.
- E. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by HACEP. Tenant shall move within fifteen (15) days following the date of a transfer notice. If Tenant refuses to move within 15 days, HACEP may terminate the Lease.
- F. HACEP will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.
- G. HACEP may prioritize transfers upon review of circumstances.
- H. HACEP may transfer Tenant if the unit is determined to be unsafe for habitation. Tenant may not refuse to move upon notice that the unit has been determined to be unsafe, nor may a tenant refuse to move if the unit is scheduled to undergo modernization or demolition. The refusal of the Tenant to move to a new unit is a violation of the terms of this Lease and shall result in termination of the Lease.

10. **HACEP OBLIGATIONS**

HACEP is obligated to:

- A. Maintain the Community and dwelling unit in decent, safe and sanitary condition and in good repair.
- B. Comply with the requirements of State, local, and housing codes, and HUD regulations materially affecting health and safety.
- C. Make necessary repairs to the dwelling unit.
- D. Keep community's building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- E. Maintain electrical, plumbing, sanitary, heating, ventilating, and other systems and appliances, including elevators supplied by HACEP in good and safe working order and condition.
- F. 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 dwelling unit by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.
- G. Supply dwelling unit with running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage.
- H. Provide reasonable accommodations for tenants with disabilities as follows:
  1. HACEP must make reasonable accommodations when requested by a qualified Tenant with disabilities.
  2. Reasonable accommodation involves helping a Tenant meet essential Lease requirements; it does not mandate the lowering or waiving of essential Lease requirements. .

3. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and/or administrative burdens on HACEP.

11. **TENANT OBLIGATIONS**

The Tenant will abide by such necessary and reasonable regulations as may be set forth by HACEP for the benefit and well being of HACEP Communities and the Tenants, and which shall be posted in the Community's Office, delivered to the Tenant and incorporated by reference in this Lease. Tenants may also be required to view videos on topics related to tenant obligations.

Tenant and members of Tenant's household agree to abide by the following rules, obligations, and standards. Failure to comply with the rules, obligations, and standards contained herein constitutes a material violation of this Lease Agreement and may result in the termination of the Lease.

A. **RULES RELATING TO TENANT CONDUCT AND BEHAVIOR**

1. **Peaceful Conduct.** Tenants will not disturb any neighbor's peaceful enjoyment of their accommodations and will conduct themselves in a way that is conducive to maintaining the Community in a decent, safe and sanitary condition.
2. **Harassment.** Tenants will not engage in behavior which is intended to harass, or has the effect of harassing, another resident, a HACEP employee, visitors, or persons residing in (non-HACEP) neighborhoods adjacent to HACEP property. A Tenant will be considered to have engaged in harassing behavior if the Tenant repeatedly files unsubstantiated complaints, whether about another tenant, a HACEP employee, visitors, or a person residing in adjacent neighborhoods; if the Tenant's actions or behavior interferes with another's right to a peaceful enjoyment of their property; or if the Tenant's actions or behavior interfere with the ability of a HACEP employee to perform his/her job functions.
3. **Disruptive, Offensive, Lewd, and Destructive Conduct.** Tenants or their guests will not engage in any conduct that disrupts the peacefulness of the Community, offends the sense of decency of the Community or damages the real or personal property of any Tenant or HACEP. Tenants or their guests will not engage in lewd conduct, including but not limited to public displays of nudity and sexual activity. Verbal or physical acts of aggression directed at another tenant or HACEP employee or which cause another tenant or HACEP employee to fear for their safety, including but not limited to threatening, cursing, pushing, and/or hitting, are serious violations of this Lease and shall result in the immediate termination of the Lease.
4. **Criminal Activity.** Criminal activity on or near HACEP property is prohibited and shall result in the immediate termination of the Lease. HACEP's Grievance Procedure does not apply in cases involving criminal activity. Public Law 100-690, Subtitle C, Title V and Section 9, Public Law 104-120, "One Strike and You're Out" states as follows: Any Tenant, any member of the Tenant's household composition, guest, or any other person under the Tenant's control:
  - (a) **Shall not engage in any criminal activity while the Tenant is a tenant in public housing. Any such activity shall be cause for immediate termination of tenancy.**
  - (b) **Shall not engage in the illegal manufacture, sale, distribution, use of, possession of, intent to manufacture, sell, distribute, or use any controlled substance, while the Tenant continues tenancy with HACEP. Any such activity shall be cause for immediate termination of tenancy.**
  - (c) **Shall not engage in the abuse of any alcoholic substance in such a way as to interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, guests, HACEP employees or contract employees of HACEP. Repeated activity of this nature shall be cause for termination of tenancy.**

- (d) Shall not engage in any activity which creates or maintains a threat to the health, safety or right to peaceful enjoyment of the premises by other Tenants, guests, employees of HACEP or contract employees of HACEP.
- (e) Shall comply with all obligations imposed upon the Tenants by applicable provisions of City, State and Federal Codes materially affecting health and safety.

5. **Use or Display of Weapons.** Tenants shall not use or display, except in self-defense, a weapon or object, including but not limited to a firearm, knife, BB or pellet gun, club, chain, blackjack, night stick, etc., in the dwelling unit or on the Community's premises in a manner calculated to cause alarm, fear or damage to other persons. In addition, a Tenant shall not intentionally, knowingly, or recklessly carry on or about his person a handgun, illegal knife, or club as defined by the Chapter 46 of the Texas Penal Code. A Tenant shall not intentionally or knowingly possess, manufacture, transport, repair, or sell an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, a switchblade knife, knuckles, armor piercing ammunition, a chemical dispensing device, or a zip gun as defined by Chapter 46 of the Texas Penal Code.
6. **Possessing or Carrying Weapons Outside the Dwelling Unit.** Tenants shall not possess or carry outside the dwelling unit any handgun, loaded rifle or shotgun, illegal knife, or club on the Community's premises, unless authorized by applicable laws and regulations.
7. **Stolen Property.** Tenants shall not possess, store, sell or convey stolen property in a dwelling unit or on the Community's premises.
8. **Interference with Law Enforcement.** Tenants shall not interfere with any law enforcement personnel or activity or hinder the arrest of any person on the Community's premises.
9. **Alcoholic Beverages Outside the Dwelling Unit.** Tenants and their guests shall not consume alcoholic beverages outside the dwelling unit.
10. **Glass Containers Outside the Dwelling Unit.** Tenants shall not possess, carry or discard, except in designated trash receptacles, breakable glass containers outside the dwelling unit or in the common areas, which include the paths, walks, playgrounds, easements, yards, driveways, parking lots and other areas on the Community's premises.
11. **Vulgar or Obscene Language or Behavior.** Tenants shall not engage in vulgar or obscene behavior or language or make verbal or physical threats toward any Tenant, HACEP employee or law enforcement personnel, or other person in the dwelling unit or on the community's premises.
12. **Loud, Annoying or Disturbing Noise Making.** Tenants shall not make or create any noise or sound with a volume, intensity or duration that annoys or disturbs the comfort of another tenant, or interferes with the quiet and peaceful enjoyment of the premises of any other Tenant.
13. **Curfew.** In accordance with this policy and El Paso Municipal Code, Chapter 10.20, Offenses By or Against Minors, Tenants shall not permit any minor person under 18 years of age to remain in any public place or any establishment within the city limits during curfew hours, between the hours of 11:00 p.m. and 6:00 a.m. the following day, unless allowed by City Municipal Code. Any Tenant who, as the parent, guardian or other person having the care, custody, or control of a minor person under 18 years of age, permits or, by ineffective control, allows the minor person to violate the curfew is in violation of the Lease and shall be subject to Lease termination.
14. **Mandatory School Attendance.** As required by Texas Education Code, Section 25.085, unless specifically exempted by Sec. 25.086, Tenant shall assure that any child who is a member of the household and who is at least six (6) years of age, or who is younger than six (6) years of age and who has previously been enrolled in first grade, and who has not yet reached the child's 18th birthday, shall attend school. In addition, any child enrolled in pre-kindergarten shall attend school.

15. **Supervision of Children.** Tenant shall not permit any minor child under twelve (12) years of age to be outside the premises without adult supervision at all times. "Outside the premises" means in the common areas of the complex, on the playground, or anywhere not within the unit or the unit's fenced yard, if any.
16. **Fraud.** Tenant shall not commit any fraud in connection with any Federal housing assistance program and shall not receive assistance for occupancy of any other unit assisted under any Federal housing program during the term of this Lease. Fraud includes but is not limited to submitting false payment records, misappropriating Federal funds, HACEP funds, Resident Association funds, or HACEP equipment or facilities. The imposition of unauthorized fees of any kind, including but not limited to "service fees", on the use of community halls, community hall furniture and furnishings, and/or community hall equipment constitutes fraud under this section. Violations shall be reported to the appropriate authorities for prosecution and other legal action as may be deemed appropriate and necessary.
17. **Fund-raising Activities.** Raffles, "tandas", soliciting funds for personal gain, and any unauthorized or illegal fund raising activities of any kind are prohibited and shall result in the termination of this Lease.

**B. RULES RELATING TO THE DWELLING UNIT**

1. **Waterbeds.** Tenant shall not keep waterbeds in any dwelling unit without the prior written approval of HACEP. Waterbeds are absolutely prohibited on second or higher floors of a unit or building.
2. **Smoke Detectors.** Tenant shall keep working batteries in each smoke detector installed in the dwelling unit, shall test the smoke detector monthly to check the battery and operating condition, shall pay for replacing dead, non- functioning or missing batteries and installing new batteries, and shall report immediately to the Community's office the defective condition of any smoke detectors. **Tenant shall not remove or tamper with a smoke detector. Removing or tampering with a smoke detector is punishable under the Texas Property Code, Section 92.2611, and shall result in termination of the Lease.**
3. **Pets.** The Tenant must insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature or kind in the dwelling unit or on the grounds of any HACEP community except in accordance with a duly executed and signed HACEP Pet Policy Agreement.
4. **Door Locks, Door Latches, Locks and Keys.** Upon payment of a reasonable charge set forth in a schedule of charges, Tenant may require HACEP to change or re-key any door lock or install a dead bolt lock, night latch, sliding door pin lock or latch, or peephole door viewer if it does not already exist. Tenant shall not install additional locks or change any existing locks that could prevent HACEP from gaining entry and complete access to the dwelling unit. HACEP shall not issue or provide keys to any person without prior written approval of the head of household.
5. **Power Failures.** Tenant shall use flashlights or other battery operated lighting and not candles or open flames for lighting if electrical service is interrupted.
6. **Use of Barbecue Grills.** Tenant shall not use barbecue grills in any manner which may create a fire hazard that endangers any person or property, or use any barbecue grill, pit or other incinerator within five (5) linear feet of any combustible surface including, but not limited to, decks, porches, balconies, walls, verandas, or beneath any deck, porch, balcony, roof overhang or veranda. Tenant use of all propane devices are prohibited on any HACEP property for any reason.
7. **Installation of Burglar Bars.** Tenant may not install burglar bars or other security devices, including alarm systems, without prior written approval of HACEP and compliance with applicable City of El Paso rules and regulations.
8. **Installation of Major Appliances.** Tenant may not install or store any major appliance including, but not limited to, cooking stoves, wood burning stoves or fireplaces, refrigerators, freezers, dishwashers, washing machines, clothes dryers, ceiling fans, satellite dishes, or cable hook-ups without prior written approval of HACEP. Tenant may not cause any hole to be made in any wall for the purpose of installing any appliance, electronic equipment or any other device. Unauthorized appliances, equipment or devices shall be



removed by HACEP at Tenant's expense.

9. **Installation of Fences.** Tenant shall not install fences, except according to applicable City code specifications and with the prior written approval of HACEP.
10. **Playground Equipment.** Installation and use of privately owned playground equipment including swimming pools, swing sets and trampolines is prohibited on all HACEP properties.
11. **Repairs or Alterations.** Tenant shall not make any repairs or alterations or install any equipment without prior written consent of HACEP.

**C. Parking**

1. Tenants

- a. Tenants must have a parking permit issued by HACEP in order to park in the Community where they live. Parking permits must be renewed at time of recertification. Failure to renew parking permit will result in removal of the vehicle after 10 calendar days of the recertification.
- b. Each household will be allowed to register no more than two (2) vehicles. Vehicles must be owned by Tenant or Household Member.
- c. Due to the limited number of parking spaces available, spaces will be filled on a first come basis.
- d. Tenants must submit a "Parking Permit Application" for each vehicle and receive an authorization before parking any vehicle in the Community.
- e. Fee for replacement of lost/stolen parking permits is ten (\$10) dollars per vehicle.
- f. Tenants will park only the vehicle(s) which have duly authorized by management.
- g. Tenants will abide by all applicable laws concerning the ownership and operation of motor vehicles on HACEP properties, including: Texas registration and license plates only, current motor vehicle inspection certificate, and be in proper running condition.
- h. Tenant must immediately notify manager:
  - i. When license plate number is changed
  - ii. When vehicle is no longer owned by Tenant
  - iii. When Tenant first obtains a vehicle that is to be parked on HACEP property.
- i. Vehicles must be parked in designated spaces. Designated parking areas will be marked with signs throughout the parking lot.
- j. Vehicles must not leak fluids such as oil or gasoline on the pavement.. If vehicle does leak fluids, tenant will be responsible for the clean up of the fluids and any cost incurred by HACEP to clean up the fluids, including pavement repair.
- k. Parking Permits (decal or sticker) must be displayed at all times
- l. Parking Permit is not transferable from one vehicle to another or from one community to another.
- m. Only EMERGENCY REPAIRS, such as changing a tire or replacing a battery, may be conducted in the parking lot.
- n. Washing of vehicles, to include motorcycles, is not allowed on HACEP property...
- o. Commercial vehicles, trailers, motor homes and buses owned or used by Tenants may not park in community parking lots.
- p. Motorcycles must be parked in an approved and designated parking space.
- q. Unauthorized and/or improperly parked vehicles are subject to removal at the owner's expense. This includes blocking an access, yellow curbing, fire lanes, etc. The towing company and a phone number where the vehicle was taken to will be posted at the entrance of the parking lot.
- r. Any vehicle may be removed by HACEP without prior notice to the Tenant in emergency situations, including but not limited to situations requiring access or egress by police, fire, and other emergency vehicles or leaking a fluid that presents a hazard or threat to persons or property.

- s. A vehicle displaying an expired registration insignia or an invalid vehicle inspection certificate may be removed.

After the owner or operator of the vehicle is given at least ten (10) days' written notice, the vehicle will be towed from the premises:

- At the vehicle owner's or operator's expense;
- If it is not removed from the parking lot, or
- If not properly registered and/or inspected

## 2. **Guests and Visitors**

**Guest:** A person allowed by any family member to stay overnight for not more than 14 days per 12 month period and with prior written approval from Management. HACEP residents must register their overnight guests with the property manager. Guests arriving after regular business hours or during the weekend must be registered within 48 hours or by the next business day

**Visitor:** A person allowed by any family member to enter the unit but is required to park outside the premises after 10:00 p.m. on the same day of visit.

- a. Guest parking is only allowed in spaces designated for "GUEST PARKING."
- b. Visitor parking is o in spaces designated for "VISITOR PARKING."
- c. Visitors and/or guests are not allowed to park in Tenant parking spaces.
- d. If no guest or visitor parking is available in a community parking lot, guests and visitors must park on the street outside of the community.
- e. Unauthorized vehicles are subject to removal at the owner's expense. The towing company and a phone number where the vehicle was taken to will be posted at the entrance of the parking lot.
- f. In parking lots where visitor parking is available, visitors' vehicles must be removed from the community by 10:00 p.m. each night. Any vehicle parked after that time is deemed to be an unauthorized vehicle and subject to removal.
- g. Overnight parking may be authorized by pre-approval of the Community Manager and only if guest parking spaces exist. A "Parking Permit Application" must be submitted and signed by Tenant or Guest before parking is authorized. Approved guest vehicles must display the permit at all times.
- h. Tenants are not allowed to sublet, transfer, exchange or loan their assigned space, decal/sticker or permit to other tenants.

- 3. HACEP may opt to immobilize, in-lieu of towing, any vehicle found in violation of the aforementioned procedure by the use of a "vehicle immobilization device."

A "vehicle immobilization device" means a device that may be clamped and locked onto a part of a motor vehicle to prevent its removal.

HACEP will use a "vehicle immobilization device" that is designed to be clamped and locked onto the wheel of a motor vehicle.

A "vehicle immobilization device" may also be referred to as a boot, wheel boot, Denver boot, wheel clamp, wheel immobilizer, etc.

- a. A wheel boot may be used:
  - 1. when any vehicle is found in violation of HACEP's parking policy;
  - 2. by any designated employee or contractor who has been trained in the appropriate use; and
  - 3. When a designated employee or contractor will be available to remove the boot no later than one hour after requested to do so.
- b. Vehicle Immobilization:
  - 1. Once a vehicle is found in violation and a determination is made to use a wheel boot instead of towing, the vehicle is booted.
  - 2. A notice is left on the lower part of the drivers side windshield.
  - 3. A Vehicle Immobilization Report is filled out and submitted.
- c. A wheel boot will be removed when:
  - 1. a removal request is made by the vehicle owner or person in control of the vehicle;
  - 2. when the owner or person in control of the vehicle has paid the required fee and signed the notice of release; and

3. The required fee of \$75 is paid. Only a cashier's check or money order made out to "HACEP" will be accepted.
4. A notice of release will indicate that the fee was paid and by whom and signed by the payee and the employee
5. The wheel boot will be removed.
- d. Report (prescribed form)
  1. Will be filled out when a wheel boot is used; and
  2. When a wheel boot is removed
  3. the report will be submitted to the immediate supervisor
- e. Vehicle Immobilization Notice (prescribed envelope)
  1. The notice is left when a vehicle is booted.
  2. The notice will advise that the vehicle is on HACEP owned property in violation of a posted parking regulation, it will have a contact phone number that can be called for further information and/or to have the vehicle released, and also state that there will be an applicable fee that must be paid before the vehicle is released
  3. When a boot is removed the payment is placed in the envelope and submitted with the report.
  4. Lower portion of the envelope is detached and serves as the receipt to the payee

**D. RULES RELATING TO THE COMMUNITY'S PREMISES**

2. **Trespassing.** The Community's premises are for the exclusive use and enjoyment of the Tenants, members of their households, their guests and visitors, and such other persons who have legitimate business on the premises, e.g., law enforcement and other governmental personnel, utility service workers, HACEP contractors, and others as authorized by HACEP. All other persons on the Community's premises will be regarded as trespassers subject to prosecution as allowed by state law or municipal ordinance. Any person who desires access to any Community's premises and any person found on the walkways, playgrounds, parking lots, driveways and other common areas of the community's premises will be requested by any law enforcement or HACEP personnel to identify himself or herself and to prove authority to be on the Community's premises. Any person who refuses to provide personal identification or cannot show authority to be on the Community's premises shall receive a "trespass warning" ordering the person to leave the Community's premises or be subject to arrest and prosecution to the extent permitted by state law or municipal ordinance. Any person observed by law enforcement or HACEP personnel violating any HACEP rule, or Federal, state or municipal law, regulation or ordinance will be ordered by law enforcement or HACEP personnel to leave the Community's premises.
3. **Damage to Property.** Any person observed by law enforcement or HACEP personnel breaking or damaging any glass, window, sash, blind, door, gate or fence, or marring, defacing or injuring any building, structure, fixture, wall, sidewalk, sign, tree, plant, shrub or flower shall be subject to arrest and prosecution as permitted by law.
4. **Vehicle Washing.** Tenant may not use any interior or exterior water faucet on the Community's premises for washing any vehicle or other objects without the prior written approval of HACEP. Tenant may not run hoses from the interior of the dwelling unit to the outside for any reason.
5. **Water usage.** Outside watering shall be done in a manner to insure that no water drains into the driveways, parking lots, or neighboring yard area (El Paso City Ordinance 15.13.010 Chapter 15.13). Tenant should check with the Community's Office for schedule of watering days for the yard.
6. **Notices and Flyers.** HACEP does not allow door-to-door sales. If a Tenant desires to distribute notices or flyers in the Community's in which he or she resides, the Tenant must obtain advance approval from the Community's Housing Manager and provide the Community's Housing Manager with a copy of the proposed notice or flyer. Flyers may be distributed Monday-Friday only, and between the hours of 9:00 a.m. and 8:00 p.m. **Flyers may not be distributed before 9:00 a.m. or after 8:00 p.m.** Under no circumstances shall a notice or a flyer be left in plain view on a Tenant's door if a Tenant is not at home or declines to answer the door. A Tenant distributing such flyers or notices must ensure that the flyers or notices do not become litter or disrupt the peaceful use and enjoyment of the other Tenants in the community's or the Tenant's use of the common areas.
7. **Political and Religious Activity.** Tenants may engage in political or religious activities including s door-to-door political campaigning and religious activities. Tenant must give advance written notice of three (3) consecutive business days (Monday-Friday) to the Community's Housing Manager. Any door-to-door campaign activities must be carried out between the hours of 9:00 a.m. and 8:00 p.m., Monday-Saturday.

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No flyers may be left in plain view on a Tenant's door if a tenant is not at home or declines to open the door.

**E. RULES RELATING TO HOUSEKEEPING STANDARDS**

1. In an effort to improve the livability and conditions of the dwelling units owned and managed by HACEP, uniform standards for Tenant housekeeping have been developed for all Tenant families. Tenant is required to abide by the standards set below.
2. HACEP shall inspect each dwelling unit at least annually, to determine compliance with the standards.
3. Upon completion of an inspection, HACEP will notify Tenant in writing if he/she fails to comply with the standards. HACEP will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available.
4. Training may be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
5. Within a reasonable period of time, HACEP shall schedule a second inspection or consecutive inspections as needed and determined by the Community's Housing Manager.
6. Failure of a second inspection will constitute a violation of the Lease terms and is grounds for termination of the Lease.
7. Failure to abide by the following Housekeeping Standards that result in the creation or maintenance of a threat to life, health or safety is a violation of the Lease terms and may result in termination of the Lease.

Inside the Unit-

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, graffiti, 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. Sills, shades and blinds should be clean and 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 and in working order. Locks should work.
- (7) Heating units: access area shall be clean and uncluttered and must not be used for storage.
- (8) Trash: shall be disposed of in the proper containers and not left inside or outside the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Lighting: areas must be sufficiently illuminated and fixtures must be intact and in working order.

Kitchen-

- (1) Stove: should be clean and free of food and grease; HACEP tags must not be removed.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one (1) inch of ice; HACEP tags must not be removed.
- (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 items should not be stored under the sink.
- (4) Exhaust fan: should be free of grease and dust and in proper working order...
- (5) Sink: should be clean, free of grease and waste. Dirty dishes should be washed and put away in a timely manner,
- (6) Food storage areas: should be clean and free of spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area. Children must not be allowed to carry trash to the Community's trash bins.

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 and free of mildew, mold and lime accumulations.
- (4) Exhaust fans: should be free of dust and in proper working order.
- (5) Floor: should be clean and dry and free of hazards.

**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) All other storage areas should be clean, neat and free of hazards.

**Outside the Unit-**

- (1) Yards: should be free of debris, trash, and abandoned or inoperable vehicles. Gates must work properly.
- (2) Exterior walls: must be free of graffiti, marring or other damage.
- (3) Porches, front and rear: should be clean and free of hazards. No items shall be stored on the porch. Only patio or garden furniture is allowed on the porch; no other furniture should be kept on the porch.
- (4) Steps, front and rear: should be clean and free of hazards.
- (5) Sidewalks: should be clean and free of hazards.
- (6) Driveways: should be clean and free of grease, oil and other hazards. No abandoned or inoperable vehicles of any kind shall be parked in any driveway.
- (7) Storm doors: should be clean, with glass or screens intact, and in proper working order.
- (8) Utility meters or boxes: must be free of any obstacles which may hinder inspection or monitoring.

**12. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY**

In the event 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. HACEP shall be responsible for repair of the dwelling unit within a reasonable period of time after receiving notice from Tenant.
- B. If the damage was caused by Tenant, household members or guests, the reasonable cost of the repairs shall be charged to Tenant.
- C. HACEP shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. HACEP is not required to offer Tenant a replacement dwelling unit if the hazardous condition was caused by Tenant, household members or guests.
- D. Tenant shall accept any replacement dwelling unit as determined by HACEP.
- E. In the event repairs cannot be made by HACEP as described above, or alternative accommodations are not provided, 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 the damage was caused by Tenant, household members or guests.
- F. If HACEP determines that the dwelling unit is uninhabitable 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 for that calendar month will be refunded to Tenant.

**13. PEST CONTROL**

- A. Tenant will be provided with advance notice of scheduled pest control services.
- B. Tenant shall allow access to the unit by HACEP for pest control services and shall ensure that a responsible adult eighteen (18) years of age or older is present if such service is scheduled at a time when children may be in the unit.
- C. The refusal by Tenant to allow access for pest control, or the repeated rescheduling of such services by Tenant may result in the termination of the Lease.

14. **INSPECTIONS**

- A. Move-in Inspection - HACEP and Tenant or adult representative eighteen (18) years of age or older shall inspect the dwelling unit prior to occupancy by Tenant. HACEP shall give Tenant a written statement of the condition of the dwelling unit, both interior and exterior, and note any equipment provided with the dwelling unit. The statement shall be signed by HACEP and Tenant and a copy of the statement retained in the Tenant file. Any deficiencies noted on the inspection report shall be corrected by HACEP within a reasonable time, at no charge to Tenant.
- B. Other Inspections – HACEP shall inspect the dwelling unit at least annually to check maintenance, Tenant housekeeping, and other Lease compliance matters. Tenant shall receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the dwelling unit. Within a reasonable period of time, HACEP will schedule a second inspection or consecutive inspections as needed and determined by the Housing Manager. Failure of a second inspection will constitute a violation of the Lease terms.
- C. Move-out Inspection – HACEP and Tenant or the Tenant's adult representative eighteen (18) years of age or older shall inspect the dwelling 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 Tenant's representative must be present with HACEP at such inspection, unless Tenant vacates without notice to HACEP.

15. **ENTRY OF DWELLING UNIT DURING TENANCY**

A. Tenant's Responsibilities-

- 1. Tenant agrees that the duly authorized agent, employee, or contractor of HACEP will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the dwelling unit, or showing the dwelling unit for re-leasing.
- 2. When Tenant calls to request maintenance on the dwelling unit, HACEP shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when HACEP comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. HACEP's Responsibilities-

- 1. HACEP shall give Tenant at least forty-eight (48) hours written notice that HACEP intends to enter the dwelling unit. HACEP may enter only at reasonable times.
- 2. HACEP may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency (concerning person or property) exists.
- 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HACEP shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

16. **ABANDONMENT AND ABANDONED PROPERTY**

- A. Tenant shall inform HACEP in advance if all occupants will be absent from the dwelling unit for more than seven (7) consecutive days.

A unit may be deemed abandoned and a tenant's lease may be terminated if HACEP has determined tenant is not temporarily absent per Section Part II. 2.G. and:

- The tenant and all other authorized dwellers have not notified HACEP of their absence;
- The tenant and all other authorized dwellers have been absent for more than 14 days;
- The tenant is delinquent with the rent;
- HACEP has reviewed evidence of the household's intent to not return to the unit;
- HACEP has provided a 48-hour notice of inspection by hand-delivery or by posting the notice on the inside of the main door, or mailing it by regular mail;
- The tenant's clothes, furniture, and personal belongings have been substantially removed from the unit;
- Utilities paid for by the tenant directly to the utility provider have been disconnected;
- HACEP has provided a 48-hour notice of intent to declare the apartment abandoned by hand-delivery or by posting the notice on the inside of the main entry door and tenant and all other authorized dwellers have failed to respond;
- HACEP has attempted to contact the tenant at all telephone numbers, e-mail addresses, and third-party contact telephone numbers and e-mail addresses in its records to verify whether the tenant has abandoned the unit and HACEP has been unsuccessful in making contact with the tenant, and
- HACEP is not aware of any facts showing that the tenant has not abandoned the unit.

- B. A unit may be deemed abandoned and a tenant's lease may be terminated if HACEP has determined the sole tenant has died.
- C. Once a unit has been declared abandoned, HACEP will terminate the lease per the provisions of Part II. 18. Upon declaring the unit abandoned, HACEP may take possession of the unit and remove and store any of the household's property that was left in the unit. Property stored under this section will be sold after a 30-day written notice of the time and place of the sale has been mailed by certified mail and first class mail to the tenant at the tenant's last known address. HACEP may sell any such property at a public sale. If HACEP sells the property, the money received will first be used to pay for the cost of the storage and the sale, and then to charges owed by the tenant, if any. If there is any money remaining, it will be sent to tenant at the tenant's forwarding address. Any shortfall shall be charged to the tenant. HACEP may immediately dispose of trash or other property of no value. The tenant may reclaim its possessions at any time prior to the sale, subject to the costs of storage, sale and indebtedness.
- D. A tenant may not "hold" a unit by paying rent while not actually residing in the unit. If Section Part II. 2.G. does not apply, a tenant who is absent for more than 30 days but is current on the rent will be subject to a judicial eviction.

17. **NOTICE PROCEDURES**

- A. Tenant's Responsibility - Any notice to HACEP must be in writing, delivered to the Community's Office or to HACEP's Central Office, or sent by prepaid first-class mail, to HACEP's Central Office.
- B. HACEP's Responsibility - notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household eighteen (18) years of age or older residing in the dwelling unit, or by a minimum of first-class mail addressed to Tenant at Tenant's last known permanent address.
- C. Unopened, canceled mail returned by the United States Postal Service shall be sufficient evidence that notice was given, whether signed or unsigned.

18. **TERMINATION OF THE LEASE**

In terminating the Lease, the following procedures shall be followed by HACEP and Tenant:

- A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease.
- B. HACEP shall give written notice of the proposed termination of the Lease of:
  - 1. Fourteen (14) days notice in the case of failure to pay rent or the chronic late payment of rent; or
  - 2. Three (3) days notice in cases involving criminal activity, or when the health or safety of other Tenants or HACEP employee(s) is threatened; or
  - 3. Thirty (30) days notice in all other cases.
- C. In deciding to evict for criminal activity, HACEP shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, HACEP may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. HACEP may require household member(s) who have engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit, ***except for persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing. HACEP shall not waive this criterion.***
- D. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his or her right to make such reply as he or she may wish, and shall inform Tenant of Tenant's right to examine HACEP documents directly relevant to the termination or eviction.
- E. When HACEP is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with HACEP Grievance Procedure.
- F. When HACEP is required to offer Tenant the opportunity for a grievance hearing under HACEP Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate, even if any Notice to Vacate under State or local law has expired, until the period to request a hearing has expired, or if a hearing is requested, the grievance process has been completed.
- G. When HACEP is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and HACEP has decided to exclude such grievance from HACEP Grievance Procedure, the notice of Lease termination



shall:

1. state that Tenant is not entitled to a grievance hearing on the termination;
  2. specify the judicial eviction procedure to be used by HACEP for eviction; and
  3. state whether the eviction is for a criminal activity that threatens the life, health or safety of Tenants or staff or for drug related criminal activity.
- H. When Tenant is evicted from a dwelling unit for criminal activity, HACEP shall notify the local United States Postal Service office serving the dwelling that said household member or family is no longer residing in the unit. This notification is for the purpose of discontinuing mail delivery for such person(s) and such person(s) shall have no reason to return to the unit.
- I. Tenant may terminate this Lease at any time by giving a **fifteen (15) day** written notice to HACEP.

**19. MISCELLANEOUS**

- A. Tenant is to abide by such necessary and reasonable regulations as may be set forth by HACEP for the benefit and well being of the Housing Community and the Tenants, and which shall be posted in the Community's Office, delivered to the Tenant and incorporated by reference in this Lease.
- B. The Tenant is to explain this Lease to all household members and to be responsible for abiding by this Lease by having all household members and guests abide by it.

**20. NO WAIVER**

No delay or failure by HACEP 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. **The acceptance of rent payments shall not waive or diminish HACEP's right of eviction or another contractual or statutory right. The acceptance of monies at any time will not waive HACEP's right of property damages, past or future rent, or other sums due. The Tenant's obligation to pay rent continues until the unit is vacated.**

**21. GRIEVANCE PROCEDURE**

All grievances, disputes or appeals arising under this Lease shall be processed and resolved pursuant to the current Grievance Procedure as posted in the Community's Office and incorporated herein by reference. The Grievance Procedure shall not apply to evictions or terminations of a Lease based upon criminal activity or Tenant's creation or maintenance of a threat to the life, health or safety of other residents or HACEP employees.

**22. MODIFICATION OF THIS LEASE**

This Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference may be modified from time to time by HACEP. HACEP shall give at least thirty (30) day written notice to Tenant of the proposed change. A copy of such notice shall also be posted in the Community's Office and in HACEP Central Office.

**23. ENTIRE AGREEMENT**

**THIS LEASE, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT OR DWELLING UNIT, EVIDENCES THE ENTIRE AGREEMENT BETWEEN HACEP AND TENANT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, AND ALL CHANGES SHALL BE SIGNED AND DATED BY BOTH PARTIES. NOTHING PRECLUDES HACEP FROM MODIFYING THIS LEASE TO TAKE INTO ACCOUNT REVISED PROVISIONS OF APPLICABLE LAW OR GOVERNMENT ACTION.**

**24. TENANT CERTIFICATION AND EXECUTION**

By Tenant's signature below Tenant certifies as follows:

1. That Tenant, and other members of Tenant's household as listed in this lease, has not committed any fraud in connection with any Federal housing assistance program, unless such fraud was fully disclosed to HACEP before the execution of this Lease, or before HACEP's approval for occupancy of the unit by Tenant or any member of

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Tenant's household.

2. That all information or documentation submitted to HACEP by Tenant or other members of Tenant's household in connection with any Federal housing assistance program, before or during the Lease term, are true and complete to the best of Tenant's knowledge and belief.
3. That all provisions of this Lease have been read and are understood.
4. That all documents indicated below are made a part of this Lease.
5. That Tenant and all members of Tenant's household will be bound by the terms and conditions contained in this Lease and in all additional documents indicated below.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**HACEP RESIDENTIAL (DWELLING) LEASE AGREEMENT  
ATTACHMENTS**

	<b>Tenant Initials</b>	<b>Date Received</b>
Community Service Policy	_____	_____
Grievance Procedures	_____	_____
Parking Policy	_____	_____
Pet Policy	_____	_____
Standard Maintenance Charges	_____	_____
Assistance Animal Policy	_____	_____
Lead Paint Notification	_____	_____
Fraud Form HUD-1141	_____	_____
Other: _____	_____	_____