

City of Wichita Housing Authority

Public Housing Dwelling Lease Agreement (REV 3/15/2016)

Unit No. Client No. No. of Bedrooms Initial Rent \$

1. Description of the Parties, Premises and Definitions

The City of Wichita Housing Authority, hereinafter referred to as "WHA" does hereby lease to _____

hereinafter referred to as "Tenant", the dwelling unit described below, under the terms and conditions stated herein:

The following is a list of the members of the Tenant's household who will be residing in the premises, including their name(s), relationship and age:

Name	Relationship	Age	Name	Relationship	Age
	Head of Household				

Any additions to the household members named on the Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the WHA. Such approval will be granted only if the new family members pass the WHA's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the WHA in writing, within 10 days of the occurrence.

Premises must be used only as a private residence, solely for Tenant and the household members named on the Lease. The WHA 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 WHA's policy on such activities.

Tenant agrees to wait for the WHA's approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of this Lease, for which the WHA may terminate the lease in accordance with Section 5, B.

DEFINITIONS

"Abandon" means either to be absent continuously in excess of fifteen (15) days without advising the WHA of such absence without good cause or vacating the Dwelling Unit with intent not to fulfill the obligations of the Lease.

"Community Service" means eight (8) hours per month of community service in accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998* by each non-exempt adult (age 18 or over) resident of Public Housing.

"Controlled Substance" means any drug, substance, or immediate precursor included in any of the schedules of the Uniform Controlled Substance Act, K.S.A. 65-4101 et seq; and amendments thereto.

"Criminal Activity" means:

- a. The commission of any act of physical violence to persons or property on or off premises;
- b. The manufacture, sale, use, or possession of explosives on or off premises;
- c. The illegal manufacture, use, sale, or distribution of alcoholic beverages on the premises;
- d. Engaging in child abuse or neglect;
- e. Engaging in spousal abuse; or
- f. Drug related criminal activity.

"Drug Related Criminal Activity" means the illegal manufacture, sale, distribution, use or possession (with intent to manufacture, sell, or use) of a controlled substance.

"Dwelling Lease Agreement" means this agreement between the Head of Household and the Wichita Housing Authority and any documents incorporated by reference in this Dwelling Lease Agreement.

"Dwelling Unit" means the address identified above, including equipment and yard assigned to the Head of Household.

"Economic Self-Sufficiency Program" means eight (8) hours per month of participation in a self-sufficiency program in accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998* by each non-exempt adult (age 18 or over) resident of Public Housing.

"Head of Household" means the person(s) identified above who is/are a party to this Dwelling Lease Agreement.

"Financial Hardship" means one or more of the following situations has occurred a) the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996; b) the family would be evicted because it is unable to pay the minimum rent; c) the income of the family has decreased because of changed circumstances, including loss of employment; d) a death has occurred in the family or e) may include other circumstances determined by WHA or HUD.

"Notice" means a writing delivered to the party to be served in the manner provided in this Lease.

"Premises" means Dwelling Unit and all common areas in the Development.

"Tenant" means the Head of Household, as well as, each household member listed above or listed in any Addendum to the Dwelling Lease Agreement, individually and collectively, whether referred to in the singular or plural.

"Tenant's Income" means the income received from all sources by Head of Household and any other Tenant 18 years of age or older, except income excluded in current HUD Regulations.

"Utilities" means gas, electricity, reasonable amount of heat, and running hot and cold water furnished by the Wichita Housing Authority, but not including, where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.

2. Term of Lease, Monthly Rent, Amount and Due Date of Rental Payments

WHA hereby leases the above described premises to the Tenant who shall have and hold the same for the term of days commencing on the day of 2016 , and ending on the day of 2016 . Rent from the occupancy date to the first day of the next month of \$ shall be due and payable in advance. The monthly rent of \$ shall be due and payable in advance on the first day of each month beginning , 2016 . Unless otherwise modified or terminated, this lease shall automatically be renewed for successive terms of one year. The WHA may not renew the lease if the household has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program. Rent shall remain in effect unless adjusted by the WHA in accordance with Section 17 herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the WHA in compliance with HUD regulations and requirements and in accordance with the WHA's Admissions and Continued Occupancy Policy.

Rent will be considered delinquent after the sixth day of the month, at which time a "Tenant's Notice of Lease Violation" will be issued. A late fee of \$15.00 will be assessed on the 7th day of the month. When payment is made, it will first be applied to the rent and then to applicable late fees. Late fees are due and payable at the time Tenant pays delinquent rent/charges. If by the last business day of the month the rent remains unpaid, eviction proceedings will be initiated. Tenant will have the right to grieve the 14 day "Notice of Lease Violation" only within the time frame specified in the notice, excluding items not grievable. In the event that the rental amount is increased for any reason other than an increase resulting from a finding that the Tenant had misrepresented the facts upon which the rent is based, the WHA shall notify Tenant in writing of any increase at least thirty (30) days prior to the effective date of the increase. Tenant agrees to pay the rental amount by the date specified to: Wichita Housing Authority, 332 Riverview, Wichita, Kansas 67203.

The Wichita Housing Authority has set the minimum rent at \$50.00. However, if the family requests a financial hardship exemption in writing, the Wichita Housing Authority will suspend the minimum rent for the family beginning the month following the family's financial hardship request. The suspension will continue until WHA can determine whether a financial hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent, nor will they be evicted for not paying the minimum rent. If WHA determines the financial hardship is long term the tenant will be exempt from minimum rent until the hardship no longer exists. If WHA determines that the hardship is non-existent or temporary the minimum rent will be re-instated and tenant will be required to repay the rent that was suspended. WHA will offer a reasonable repayment agreement for the back rent. If tenant defaults on the repayment agreement eviction proceedings will be initiated.

3. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The Tenant is responsible for paying all charges within 14 days after the Tenant receives written notice from the WHA. Failure to abide by this provision is considered a material breach of this Lease. Other charges can include the following.

A. Maintenance Charges – 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, pets or guests. When the WHA 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 WHA for the labor and materials needed to complete the work. Information, relating to the levying of damage charges, is posted for inspection in the Housing Services Building located at 332 N. Riverview, Wichita, Kansas 67203.

B. Late Charges – A charge of \$15.00 for rent, repayment agreement payments or other charges paid after the sixth calendar day of the month. The WHA shall provide written notice of the amount of any charge in addition to rent.

D. Pest Control Charges - Services where pest infestation is caused by the Tenant.

4. Security and Pet Deposit(s)

A. Security Deposit - At the execution of this Dwelling Lease Agreement, Tenant agrees to pay and deposit with the WHA the sum of \$ _____ to be held by the WHA and which may be applied at the option of the WHA to the payment of accrued rent, to the amount of any damages which the WHA may suffer by reason of Tenant's damage to the property, reasonable wear and tear excepted, and/or noncompliance with K.S.A. 58-2555, as amended, of the Kansas Residential Tenant and Landlord Act, and Tenant's obligations under the terms of this Dwelling Lease Agreement. The payment of the security deposit may be made in full or by payments of \$ _____ upon occupancy and \$ _____ per month for the succeeding _____ months until paid in full. If the WHA proposes to retain the security deposit or any portion thereof for expenses, damage or other legally-allowable charges under the provisions of this Dwelling Lease Agreement, other than rent, the WHA shall return the balance of the security deposit with interest to Tenant within fourteen (14) days after determination of the amount of such expenses, damages, or other charges, and in any event not later than thirty (30) days after the termination of the tenancy, delivery of possession and demand by Tenant. If Tenant does not make such demand within thirty (30) days after the termination of the tenancy, the WHA shall mail that portion of the security deposit due the Tenant to Tenant's last known address. Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such security deposit at any time in lieu of payment of rent. It is agreed if Tenant attempts to do so, the security deposit shall be forfeited and Tenant shall pay WHA the rent due as if the deposit had not been applied or deducted from the rent. If WHA retains the security deposit or any portion thereof, WHA will give Tenant a written statement of any such costs for damages and/or other charges.

B. Pet Deposit - Tenant agrees to pay and deposit with WHA the sum of \$ _____ to be held by the WHA commencing the day the pet deposit is paid in full and which is to be applied to pet damages. Said pet deposit is to be refunded if there are no pet damages within thirty (30) days of Tenant's exit of the residential unit or Tenant proves he or she no longer has a pet. Tenant can be evicted for violation of the Pet Policy.

5. Termination of the Lease

A. By the Tenant - A Tenant who is not in default under any of the terms of this Dwelling Lease Agreement, or in the event of Tenant's death, any adult member of his or her family, may terminate this lease on the last day of any month by giving a minimum of thirty (30) days prior notice in writing to the WHA accompanied by payment in full of all rent to such termination date. Tenant specifically agrees to leave the dwelling unit in as clean and good condition as when Tenant took possession, reasonable wear and tear excepted, and to return the keys to the WHA when Tenant vacates.

B. By the Wichita Housing Authority - The WHA strictly enforces a zero tolerance policy for all violations of the Dwelling Lease Agreement. This lease may be terminated by the WHA at any time for cause, such as but not limited to nonpayment of rent and possession, an action of forcible detainer, nonpayment of reasonable charges (other than normal wear and tear), any violation of the Lease terms, fraud, serious or repeated interference with the health or safety of other Tenants or WHA employees, serious or repeated damage to the premises, creation of physical hazards on the premises, for criminal activity which threatens the health, safety or right to peaceful enjoyment of WHA's premises by other residents, or any drug related criminal activity by any household member or guest on WHA premises, without regard to the status of any criminal charges. The WHA shall give fourteen (14) days written notice of the proposed termination of the Lease if said termination is caused by Tenant's failure to pay rent. The WHA shall give thirty (30) days written notice of the proposed termination of the Lease if said termination is for any other reason.

This lease may also be terminated if the WHA determines that Tenant's household income has increased to an amount in excess of 80% of the Wichita area median income per family size, which is the limit for continued occupancy under this program as provided in 24 CFR 960.261, [and the income increase has been for a continuous period of at least 180 days.] The WHA shall provide Notice of such condition to Tenant, and Tenant agrees to move from the Dwelling Unit within ninety (90) days from the date of the Notice by the WHA to Tenant and this Lease Agreement shall terminate upon such removal. If Tenant is unable to locate housing within ninety (90) days and can document his/her search efforts, the WHA may extend Tenant's deadline to vacate for no more than an additional ninety (90) days to provide additional time to search for replacement housing.

Failure of a family member to comply with community service or self-sufficiency requirements is grounds for non-renewal of the Lease and termination of tenancy at the end of the one year lease term. The WHA may terminate the tenancy if the family fails to accept the WHA's offer of a revision to this Lease.

If the WHA elects to terminate this lease for reasons other than nonpayment of rent or charges and possession, an action of forcible detainer or any criminal or drug related activity by a household member or guest in or around WHA premises, Tenant has the right to request a private conference within ten (10) days from the date of the Notice under the grievance procedure specified in Section 17 and be given an opportunity to reply to the Notice. If the issue is not resolved at the private conference and proceeds to grievance hearing or court trial concerning eviction, Tenant has the right to examine WHA documents directly relevant to the termination or eviction and to copy said documents at Tenant's expense. Requests for copies of WHA documents shall be made to the Official Records Custodian in accordance with City of Wichita Administrative Regulation No. 79. Any documents not provided to the Tenant, upon Tenant's request, may not be used by WHA in the grievance proceeding. The tenancy will not be terminated until completion of the grievance procedure, where applicable. If WHA is not required to afford Tenant the opportunity for a hearing under the grievance procedure, the Notice of Lease Termination shall state:

- 1) Tenant is not entitled to a grievance hearing on the termination; and
- 2) The court eviction procedure used by WHA has been determined by HUD to provide the opportunity for a hearing which contains the basic elements of due process as defined in HUD regulations.

The WHA may evict the Tenant only by bringing a court action. If lease termination proceedings are initiated for nonpayment of rent and/or for nonpayment of other reasonable charges, the balance due on any repayment agreements entered into for such sums will immediately become due and payable.

If the Tenant is in serious or repeated noncompliance with any term of this Dwelling Lease Agreement the WHA will also notify Tenant of the same by delivering a written notice to Tenant, again specifying the act or omission constituting the breach, and informing Tenant the Dwelling Lease Agreement will terminate upon a date specified in said notice which shall not be less than thirty (30) days after receipt of the notice, other than for nonpayment of rent. Said notice will also advise Tenant that the Dwelling Lease Agreement will then terminate as of the date provided in said notice if Tenant fails to remedy said breach within fourteen (14) days, except where the breach is remediable by repairs or the payment of damage or otherwise, and Tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice. Written notification of the above is sufficient if delivered in accordance with Section 10 of this Lease.

In the event of termination of this Dwelling Lease Agreement as provided in this Section, Tenant shall immediately give peaceable possession of the premises at such time specified in the notice and will remove all of Tenant's property from the premises. If Tenant fails to remove any of his or her household goods, furnishings, fixtures or any other personal property, WHA may remove or cause said property to be removed and disposed of as provided by law. Tenant shall remain obligated to the WHA for all damages to which WHA may be entitled, including that of past due and future rent which may be caused by Tenant's breach of any of the covenants and conditions of the Dwelling Lease Agreement. Upon termination of this Lease, any property of any kind left in or on the

premises by Tenant shall be deemed to have been abandoned and WHA will secure the unit as appropriate and dispose of such property as provided by law.

6. Possessions, Inspections and Inventory

Tenant shall have the right to possession on and after the first day of the term defined in this Dwelling Lease Agreement, and such right of possession shall remain with Tenant until the end of said term, unless otherwise terminated as provided herein. Should WHA fail to deliver possession of the premises to Tenant upon the first day of the term of this Dwelling Lease Agreement, Tenant may terminate this Dwelling Lease Agreement upon five (5) days written notice to WHA. At a time during normal business, to be agreed upon by Tenant and WHA, Tenant and a representative of the WHA shall, jointly inspect and inventory the premises. Duplicate copies of the inspection inventory shall be signed by the WHA representative and Tenant with each receiving a copy. The inspection inventory shall consist of a written record detailing the condition of the premises and any furnishings or appliances provided as a part of the premises leased. Photographs may be taken at entrance and exit inspections for the Tenant file and 45 day inspections may be conducted and photographs taken as necessary.

Thirty (30) days' written notice effective the last day of the month is required to vacate the premises. The notice, in any event, must be received no later than the 6th day of the month. Upon surrender of the premises, Tenant and WHA representative shall jointly make and sign an exit inspection and inventory of the premises similar to the entrance inspection and inventory made at lease up, in duplicate, with each retaining a copy of the inspection and inventory. At the time of termination of possession, and at such time as the exit inspection/inventory is made, WHA will notify Tenant in writing of any charges for which Tenant is responsible.

7. Utilities and Appliances

The WHA agrees to furnish to Tenant at Greenway Manor and McLean Manor hot water, dwelling heating or cooling water, and domestic water without additional charge to Tenant. The WHA agrees to furnish to Tenant a kitchen range and refrigerator at Greenway Manor, McLean Manor, Bernice Hutcherson and Rosa Gragg complexes without additional charge to Tenant. The WHA agrees to furnish trash service to Tenant without additional charge to Tenant.

Tenant agrees that the monthly utility allowance established for the premises does not include the use of any other appliances or equipment, and that the use of any others and/or excessive use over the monthly allowance will not increase the established allowance for this purpose. Tenant agrees that he or she will pay the utility companies directly for any utility consumption and Tenant allowances will be deducted from the Total Tenant Payment. The WHA shall not be responsible or liable for failure to supply any of the above services for any cause beyond its control.

Tenant agrees to furnish and purchase in a household member's name electric, gas (except at Greenway Manor and McLean Manor) and water utilities from the local utility companies and to at all times maintain such utility service to the dwelling. If the Tenant account with such utility becomes delinquent, or if for any reason he or she is unable to furnish these utilities, Tenant will immediately notify the WHA. If Tenant fails to purchase and furnish said utilities (electricity, gas and water, if applicable) for said property and premises for any reason that is not beyond his or her control, Tenant agrees to be liable for and will be charged for any damage or maintenance resulting from:

- A. failure to maintain sufficient heat to prevent the freezing of piped water;
- B. failure to provide a continuous supply of water for operation of the sewage systems; and
- C. failure to properly clean and maintain the house and yard.

In addition, if any utilities are disconnected for non-payment, to avoid eviction Tenant must have them restored within the following time period: fourteen (14) days (May 15 - September 30); three (3) days (October 1 - May 14).

8. Subletting

Tenant shall not sublet or assign the premises or any part thereof to any person whatsoever. In the event of an assignment or subletting in violation of this Section, the assignee or subtenant shall have no better standing than that of a trespasser. Tenant shall not provide accommodations for boarders or lodgers. Anyone not listed on the Dwelling Lease Agreement is not allowed to use a Tenant's address for any purpose, including, but not limited to, using the address for mailing purposes without express written approval of the WHA.

9. Right of Re-entry

WHA staff may enter the premises rented to Tenant at any time when such entry is made necessary by an extreme hazard involving potential loss of life or severe property damage, without notice to Tenant. At all other times, WHA staff may enter the premises rented to Tenant at reasonable hours, after reasonable notice to Tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagors, Tenants, workmen or contractors. In the absence of adult family members, WHA staff will enter the unit to complete repairs and will leave a written statement in the unit specifying the date and purpose of the entry.

10. Maintenance

A. Obligations of the City of Wichita Housing Authority - Except where prevented by an act of God, the failure of public utility services or other conditions beyond the WHA's control, WHA shall maintain and make necessary repairs to the dwelling unit and common areas in a decent, safe and sanitary manner including all of the electrical, plumbing, sanitary, heating, ventilating and air conditioning facilities and appliances supplied by the WHA. The WHA will provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other household waste, except for automotive parts and fluids. The WHA will comply with the requirements of applicable housing and building codes and HUD regulations affecting health and safety.

B. Obligations of the Tenant - Tenant shall maintain and keep the premises occupied and used by Tenant as clean and safe as the conditions of the premises permit, including, but not limited to, plumbing fixtures, and shall be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of Tenant, or by any person or animal or pet on the premises at any time with the knowledge or consent of Tenant. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and shall not engage in any conduct or allow any person, or animal or pet on the premises with the express or implied permission or consent of Tenant to engage in conduct which disturbs the quiet and peaceable enjoyment of the premises by other Tenants.

Tenant assures that any household member or guest, or other person under Tenant's control shall not engage in criminal activity which threatens the health, safety or peaceful enjoyment of the premises by other residents or WHA employees; or engage in any drug related criminal activity on or near the premises. Tenant shall use reasonable care to keep his or her dwelling unit in such condition as to prevent health or sanitation problems from developing. Tenant shall notify WHA promptly of needed repairs to his or her dwelling unit, and of known unsafe conditions that may lead to damage or injury. Except for normal wear and tear, Tenant agrees to be responsible for damages to the leased premises caused by Tenant, family members or guests, and shall pay reasonable charges for repairs. The cost incurred by WHA to repair those damages, based on time and materials, shall be billed to Tenant and shall specify the item(s) of damage involved, repair made by WHA and the cost thereof. Payment for maintenance charges shall be due and payable upon thirty (30) days after date specified in the billing notice. If Tenant makes an appointment or requests weekend or holiday overtime services and is not home when maintenance personnel arrive, a \$25 trip charge will be billed at the discretion of the WHA. If furniture or appliances must be moved in order for maintenance personnel to complete a task, it is the responsibility of Tenant to move these items.

Tenant shall be responsible for seasonal maintenance and proper maintenance of the yard, inclusive of mowing in single family housing. If Tenant is disabled, a household member shall be responsible for such maintenance.

11. Notices

All notices, unless otherwise provided herein, and all service of process to be made by, or on behalf of, Tenant to and on the WHA shall be delivered to the Wichita Housing Authority, 332 N. Riverview, Wichita, Kansas 67203. All notices to Tenant shall be delivered or mailed by First Class Mail to the address of Tenant as set out in this Dwelling Lease Agreement, or to such other address as Tenant may notify WHA in writing prior to the time such notice is deemed necessary by WHA. Notices to the visually impaired will be in an accessible format. Tenant shall give WHA notice of any anticipated extended absence in excess of seven (7) days, which notice shall not be later than the first day of the extended absence.

12. Occupancy and Use of the Premises, Rules and Regulations

A. General Rules and Regulations - Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by WHA for the benefit and well-being of other tenants. WHA may allow incidental profit-making activities by Tenant such as child care, if certain criteria are met. Tenant must request in writing permission from the WHA to conduct such profit making activity out of their dwelling unit and receive written approval from the WHA to do so prior to beginning the activity. All income received from such profit-making activities must be reported to the WHA, in writing, and will be utilized in rent determination. Upon WHA approval, all federal, state, and local regulations, including but not limited to building and health codes, licensing and insurance shall be met. In addition, the unit must remain as the actual primary residence of Tenant and the profit-making activity must be "incidental" to the primary residential use.

Tenant shall use the premises as a private residence for Tenant and members of his or her immediate family only, and shall not display signs or advertisements on the premises, or place or keep anything on the outer windowsills, or keep or permit dogs, cats, or other animals therein without first notifying the WHA and paying the applicable deposit. Tenant shall keep the entrance free from obstructions and shall allow nothing to remain in such areas which will inconvenience or endanger other tenants who may use such area. Tenant agrees to live in a peaceable manner, respecting the rights of his or her neighbors to privacy and quiet.

Tenant agrees to provide WHA with accurate and full information necessary to accomplish the federally-required annual review of family composition and income for rent and eligibility purposes within sufficient time to meet the anniversary date. Tenant, unless exempt, agrees to provide third party verification to the WHA documenting compliance with the Community Service and Economic

Self-Sufficiency Program for eight (8) hours per month of WHA approved community service, participation in an WHA approved self-sufficiency program or the combination of both. Tenant agrees to transfer at their expense to a larger or smaller unit within the program if the family composition reflected in the annual review is not in accordance with duly adopted occupancy standards established for each unit size. Due to the bedroom size needed, Tenant may be required to transfer out of their current development if said development does not have an appropriate sized unit.

Tenant agrees that visitors and guests of Tenant may stay in said dwelling unit for a period not to exceed a total of thirty (30) days per calendar year under the following conditions:

- 1) Tenant must report such guests to the WHA.
- 2) The presence of such guests shall not result in overcrowding as defined by WHA's published policies.
- 3) Criminal activity by any guest or person under the Tenant's control is grounds for eviction.

This Lease and any documents incorporated herein by reference, together with any future adjustments of rents or changes in dwelling units, evidences the entire agreement between WHA and Tenant. WHA reserves the right to make new policies and to amend those policies in existence. No substantial change or modification to this Dwelling Lease Agreement shall be made except in writing, signed and dated by both parties; provided, however, whenever applicable federal, state or local law contravenes this Dwelling Lease Agreement, they shall supersede the provisions of this Lease without regard to whether or not such amendments have been made to this Lease.

With respect to occupancy and accommodation of a disabled person, to the extent necessary, an opportunity will be provided for a disabled person to use and occupy the dwelling unit equal to a non-disabled person. In addition, at any time during tenancy, Tenant may request reasonable accommodation of a bona fide disability of a household member, including reasonable accommodation so Tenant can meet lease requirements or other requirements of tenancy.

WHA may at its discretion, consent to live-in aides and foster children residing in the unit. It is agreed, however, that Tenant will request such permission in writing and will receive a written response in a timely manner. It is further agreed that prior to the addition of live-in aides or foster children, Tenant must be transferred to a unit of appropriate size upon availability of such unit. Under no circumstances will the WHA authorize an overcrowded situation.

B. Specific Rules and Regulations - Tenant agrees to abide by the following rules and regulations. The reference to the term "Tenant" includes Tenant, a member of the Tenant's household, a guest, or other person under the Tenant's control and violation of any of the provisions of this section of the Dwelling Lease Agreement by Tenant, a member of the Tenant's household, a guest, or other person under the Tenant's control may be grounds for termination of the lease pursuant to Section 5 of the Agreement.

- 1) Tenant shall conduct himself/herself and cause other members of his or her household, pets, and guests, visitors, employees and any other persons who are on or about the Premises with Tenant's consent, to conduct themselves in a manner which will not:
 - a) threaten, harass, injure, endanger or unreasonably disturb the health, safety, or right of peaceful enjoyment of their property by any other resident(s) neighbor(s), WHA employee or any other person lawfully upon the WHA's property or residing in the immediate vicinity of the WHA's property, including participating in any act or threat of violence, against residents, neighbors, WHA employees or others or any act causing damage to the person or property of any residents, neighbors, WHA employees or others;
 - b) interfere with the job responsibilities of, or in any way threaten WHA employees, authorized vendors, service personnel or other representatives of the WHA or the City of Wichita;
 - c) violate the civil rights of any other resident, guest, WHA employee, or other person lawfully on WHA property; or
 - d) perform or participate in the manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a Controlled Substance.
- 2) Tenant and members of his or her household, pets, guests, visitors and employees shall comply with all federal, state, and local laws, statutes, ordinances, rules and policies affecting the use or occupancy of the premises and with all rules and regulations now or hereafter adopted by WHA for the safety, health, comfort and welfare of the occupants and Tenants of the WHA.
- 3) Tenant and members of his or her household, guests, visitors and employees shall comply with all federal, state, and local laws and ordinances regarding licensing, traffic speed and parking of all motor vehicles on WHA project premises and boundary streets and shall pay all applicable city, county, state and federal fees.
- 4) Tenant shall not park inoperative or unused motor vehicles or parts thereof, in parking spaces or within the boundaries of the WHA project.
- 5) Tenant shall not instigate, perpetuate, or take part in any feud caused by differences between families, or by taking up children's arguments and fights or disputes between families.
- 6) Tenant shall not create or permit to be created any act of nuisance which would interfere with the welfare, health, comfort and safety, or would annoy, embarrass, inconvenience or damage other WHA Tenants and occupants, such as, but not limited to, unauthorized pets, loud radios, televisions, tape recorders, phonograph record players, disc players, or other interference of noise, and profanity.

- 7) Tenant shall not throw or permit to accumulate any articles of the following nature on the WHA premises: newspapers, papers, bottles, sticks, tin cans, rags, broken toys, and refuse, debris of any nature or discarded furniture and appliances. Appropriate charges and remedies may be taken by the WHA when Tenant fails to comply with this condition.
- 8) Tenant shall be responsible to see that all trash and garbage is deposited in designated containers and appropriate receptacles. Boxes will not be piled or discarded on the outside of the premises; boxes are to be folded or broken up and placed in the trash containers.
- 9) Tenant shall not start fires on the WHA premises and shall take every precaution to prevent fires.
- 10) Tenant must immediately report to the WHA and the appropriate health authority officials any case of infectious or contagious disease occurring in or on the premises.
- 11) Sidewalks, passages, public halls, stairways and vestibules shall not be obstructed, nor be used for any purpose other than entrance to or exit from dwellings. No baby carriages, bicycles, motorized scooters or any other pedestrian conveyance shall be allowed to stand in public halls, passageways, courts, or gardens.
- 12) Tenant shall not make any alteration to the premises or the equipment or property therein, and shall not install any additional locks or fixtures without the prior written consent and approval of the WHA.
- 13) Tenant shall not utilize more than one-half of the rear yard and none of the side or front yard as a vegetable garden. Tenant shall not allow plants to grow on any fence or any portion of the dwelling unit. In addition, the rear garden will not be planted so as to interfere with the sewer clean-out. Tenant is responsible to restore the yard to its original condition before the garden was planted prior to vacating the premises.
- 14) Tenant shall not use or keep flammable materials on the premises or in storage rooms, or use any method of heating, cooking or lighting other than that approved and consented to by the WHA.
- 15) A single-family dwelling Tenant shall cut grass and other growth in the front, sides, rear including areas between the street and sidewalk of his or her dwelling at regular intervals during the growing season, and shall not permit grass or weeds to grow to a height greater than three inches and shall comply with all city ordinances regarding the growth of grass and weeds within the City of Wichita. If Tenant has been notified of a violation and has failed to cure the violation, WHA may mow the grass at Tenant's sole expense. Tenant will trim all shrubbery surrounding the premises. Removal of said shrubbery is not permitted without prior written consent of the WHA.
- 16) A single-family dwelling Tenant shall furnish garden hoses of sufficient length to adequately cover lawns, shrubs, and trees, and shall be responsible for the proper watering of those items, as well as trimming of lawns.
- 17) Tenant shall use no nails, bolts, screws, cement or other fasteners in laying carpets, rugs, or linoleum on the floors, doors, or trim, and no electrical wiring shall be done by Tenant without prior written consent of the WHA.
- 18) Tenant shall not use the plumbing or electrical equipment for any purpose other than those for which they were designed.
- 19) Tenant shall not permit any marking of interior or exterior walls with pencils, crayons or other materials.
- 20) Tenant will not use or cause to be installed any awnings, window guards, fences or trellises without the prior written consent of the WHA.
- 21) No article of any description with the exception of curtains and mini blinds shall be hung from the windows or doors or placed on the windowsills. Nothing whatsoever shall be thrown from the windows or swept or thrown out of the doors of any dwelling.
- 22) The WHA, in all cases, shall retain the right to control and prevent access into the common building and grounds of all persons whom it considers undesirable.
- 23) Tenant shall not use nails, tacks or other objects of any kind on the exterior siding. Nothing shall be hung from the siding nor shall it be defaced in any way.
- 24) Tenant shall not keep pets on the WHA property unless Tenant has paid a pet deposit for the same, has executed and complied with the pet policy, and had the pet policy incorporated as a part of their Lease.
- 25) Tenant, or a member of Tenant's household, Tenant's guest(s), or any other person(s) under Tenant's control shall not engage in the unlawful use and/or unlawful possession on WHA property of guns, firearms (operable or inoperable) or explosive devices. Illegal discharging of firearms on WHA property, illegal possession of a weapon or ammunition and/or possession of an illegal weapon or ammunition will result in lease termination.
- 26) Tenant shall pay a \$15.00 late fee on rent paid on the 7th day of the month.
- 27) Tenant shall pay a \$25.00 trip charge if Tenant fails to keep a scheduled maintenance appointment.
- 28) Tenant shall ensure that all of the school-aged children named on the Dwelling Lease Agreement attend school regularly, with the exception of a death, serious injury or the child who attains the age of 16 years who files a written statement with the WHA declaring the intent to terminate school enrollment.
- 29) Tenant shall not permit household members who are minor children of school age to loiter upon WHA property during school hours.

- 30) Tenant shall not erect or hang any radio antenna, television antenna or satellite dish on or from any part of the Dwelling Unit. Any such antenna or satellite dish must be mounted on a pole and may not exceed 60 inches in height.
- 31) Tenant shall not engage in alcohol abuse to the extent that such abuse interferes with the health, safety, or right to peaceful enjoyment of property by other WHA tenants or neighbors of Tenant.
- 32) Tenant shall not consume or possess an open container of alcoholic beverage in the public areas of the community including, but not limited to, the common areas, grounds, parking areas hallways, etc.
- 33) Tenant shall not invite or allow on the premises or into Tenant's unit anyone who to Tenant's knowledge (a) has been banned from the leased premises or any other WHA property, (b) has been issued a trespass notice, (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and peaceful enjoyment of the community, or (d) is currently engaging in criminal activity.
- 34) Tenant shall comply with all terms and provisions of the WHA's currently effective Pet Policy.
- 35) Tenant shall comply with all terms and provisions of the WHA's Community Service Policy.
- 36) Tenant shall comply with all terms and provisions of the WHA's currently effective Integrated Pest Management Policy.

13. Holdover

If the Tenant remains in possession without the written consent of the WHA at the expiration of this Dwelling Lease Agreement or its termination, the WHA may bring an action for possession, and upon showing that Tenant's holdover is willful and not in good faith, the WHA may recover in addition to possession, an amount equal to one and one-half (1-1/2) times the actual damages sustained by the WHA, whichever is greater. If Tenant remains in possession after the expiration date of the term of this Dwelling Lease Agreement with the WHA's written consent, Tenant shall be considered as a tenant from month-to-month, subject to all other conditions of this rental agreement which are not inconsistent with the month-to-month tenancy.

14. Destruction or Substantial Damage to the Premises

If the premises are damaged or destroyed by fire or casualty to such an extent that the use and habitability of the premises is substantially impaired, Tenant will vacate the premises immediately and terminate any further obligations under the Dwelling Lease Agreement within five (5) days thereafter. WHA may provide appropriate alternative accommodations in the event that damages are not the fault of Tenant.

If partial and minor damage occurs which is not the fault of Tenant, Tenant may vacate any part of the premises rendered unusable by the fire or casualty. In case of such partial surrender, Tenant's liability for rent shall be reduced in proportion to the reduction in the fair rental value of the premises.

15. Notice of Defects and Abatement

Tenant agrees to immediately notify WHA of damage to the premises which renders the unit hazardous to the life, health or safety of the occupants. WHA agrees to repair the unit within a reasonable time and may offer reasonable standard alternative accommodations, where necessary repairs cannot be made within a reasonable time. Tenant's rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit in the event that repairs are not made within a reasonable time and alternative accommodations could not be provided. No abatement of rent shall occur if Tenant unreasonably rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household members or guests who are on the premises with Tenant's consent. If damage was caused by Tenant, Tenant's household members, or guests, the WHA may seek to terminate the Lease.

16. Insolvency

In the event of bankruptcy, insolvency or any receivership on account of or resulting in insolvency on the part of the Tenant, or in the event of any assignment for the benefit of creditors, or in the event of execution of any contract of any kind, having for its general purpose the liquidation of the Tenant's business affairs for the benefit of creditors which results in the discharge of any debt due and owing the WHA, this Agreement and all rights hereunder may be immediately cancelled, terminated and forfeited to the WHA, if deemed appropriate, and shall under no circumstances pass to any trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other person acting in a similar capacity, without the express written consent of the WHA. In any such event, WHA may, in its discretion, be entitled to the immediate, peaceable possession of the premises, if deemed appropriate.

17. Determination of Rent, Dwelling Size and Eligibility

A. Rent, as fixed in Section 2 hereof or as adjusted pursuant to the above, will remain in effect for the period between the regular recertification unless during such period:

- 1) Tenant's income from all sources, or family size, increases or decreases. It is agreed by Tenant that all such changes will be reported to the WHA in writing within ten (10) days of its occurrence; or

- 2) It is found and determined that Tenant has misrepresented to the WHA the facts upon which his or her rent is based, so that the rent he or she is paying is less than he or she would have been charged if the facts had been represented correctly. If this is the case and this determination is made, the increase in rent shall be made retroactive, and the Tenant hereby agrees to pay the difference between the rent that was paid and the greater amount of rent that should have been charged ("Retro-rent") within ten (10) days after the Tenant gets a written notice concerning Retro-rent. If the WHA determines the Tenant committed fraud, the Tenant may be subject to termination or non-renewal of the Dwelling Lease Agreement and the potential referral of the matter to applicable federal, state and local authorities.

A family residing in Public Housing shall be given the opportunity to choose between the rent option of flat rent or income-based rent. Flat rent is the established maximum rental amount by bedroom size. Income-based rent is the rental amount calculated on the level of Tenant's income, which is the higher of 10% of monthly income or 30% of monthly adjusted income less the applicable utility allowance.

An annual recertification shall be made each year on a date established by the WHA, or more often if determined necessary by the WHA. Tenant agrees to furnish accurate information to the WHA as to family income, family size, assets, employment and compensation and social security numbers as applicable, for use by the WHA in determining the rental amount, and whether the dwelling unit is still appropriate for Tenant's family size.

In the event of any rent adjustment as provided above, the WHA will mail by First Class Mail or deliver a Notice of Rent Adjustment to Tenant in accordance with Section 11 of this Dwelling Lease Agreement. In the event of a rent decrease, the adjustment will become effective the first day of the following month. In the event of a rent increase, the adjustment will take effect the first day of the second following month, unless the rent increase results from a finding of misrepresentation under Section 17(A)(2). Tenant may ask for an explanation stating the specific grounds for the rent determination. If Tenant does not agree with the determination, he or she shall have the right to request a Private Conference under the WHA Grievance Procedure.

B. If the WHA determines that the size of the dwelling unit is no longer appropriate to Tenant's needs, the WHA may amend this Dwelling Lease Agreement by notice to Tenant in accordance with Section 11 hereof, and Tenant agrees and may be required to relocate to another dwelling unit within the WHA's inventory of properties at Tenant's expense, giving Tenant a reasonable time within which to relocate. Tenant will be provided one (1) unit offer of the appropriate size. If Tenant rejects such offer, a thirty (30) day Notice may be issued to vacate the premises. If Tenant disagrees with this transfer offer, he or she has the right to request a hearing under the grievance procedure. If Tenant accepts such unit offer, a new Lease will be executed with the WHA for the new unit and premises.

C. If the WHA determines that Tenant's income has increased, the monthly rental will be increased in accordance with the approved Schedule of Rents. The WHA will notify Tenant of the rent adjustment in accordance with Section 10 thereof.

18. Domestic Violence, Dating Violence, Stalking

The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of Tenancy.

- 1) An incident or incidents of actual or threatened domestic violence, dating violence or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
- 2) Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence or stalking.
- 3) Notwithstanding anything to the contrary contained in this agreement, the WHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
- 4) Further, nothing in this section shall prohibit the WHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in this agreement. However, in taking any such action to terminate tenancy, the WHA shall not apply a more demanding standard than is applied to other Tenants.

- B. **Bifurcation of Lease.** Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the WHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of

physical violence against family members or others. The WHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

- C. Certification.** If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the WHA may request the individual to provide a certification. The certification may be provided in one of the following forms:
- 1) A HUD-approved form, supplied upon request by the WHA, attesting that the individual is a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
 - 2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
 - 3) A federal, state, tribal, or local police report or court record, describing the incident(s).
- The certification must be delivered to the WHA Property Manager within 14 days after the request for Certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and the WHA may elect to terminate tenancy and evict without regard to the protections provided in this section.
- D. Confidentiality.** Information provided to the WHA concerning incident(s) of domestic violence, dating violence or stalking shall be retained in confidence and disclosed only as permitted by applicable law.

19. Grievance Procedure

All grievances or appeals arising under this Dwelling Lease Agreement shall be processed and resolved pursuant to the WHA Grievance Procedure which is in effect at the time such grievance or appeal arises, which procedure is posted in the WHA's Office and incorporated herein by this reference. The WHA may terminate tenancy without a grievance hearing for non-payment of rent and possession, an action of forcible detainer, and criminal activity or drug related activity by the Tenant, any household member or guest.

20. Changes and/or Modifications to the Lease

This Dwelling Lease Agreement, and any amendments, attachments or exhibits hereto, together with any future adjustment in rent, amendments, modifications or changes to the Lease, evidence the entire agreement between the WHA and Tenant. Any schedules, attachments, exhibits, or amendments which may be annexed to this Lease are hereby incorporated herein as though set out in full. All changes, modifications, or amendments to the Dwelling Lease Agreement shall be accomplished through a written rider signed, executed and dated by all parties involved. For any such amendment, change, modification or addition, attachments will be prepared and made a part of this Dwelling Lease Agreement, all copies of which shall be signed, executed and dated by the WHA and Tenant, or a new Dwelling Lease Agreement may be executed by the WHA and Tenant, thereby replacing the existing Dwelling Lease Agreement with the new Dwelling Lease Agreement.

21. Non-Waiver of Rights

The failure of the Wichita Housing Authority to exercise any right or remedy as provided in this Dwelling Lease Agreement shall not affect the right to do so at any later date for similar or other causes.

21. Severability

In the event that a court of competent jurisdiction invalidates any portion of this Dwelling Lease Agreement, that portion shall be severed and the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Dwelling Lease Agreement this _____ day of _____, 2016 .

CITY OF WICHITA HOUSING AUTHORITY

TENANT

By: _____

Head of Household

By: _____

Spouse/Co-tenant

Property Manager

Rev. 3/15/2016