

DELTA HOUSING AUTHORITY RESIDENTIAL LEASE AGREEMENT



Part 1: The part of the Lease that is specific to the individual Tenant

This part is executed by the Tenant and DHA and includes the following information specific to each family's circumstances:

- Identity of all members of the Tenant's family and household by their relationship to the head, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by DHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the Tenant at the time of admission.

"DHA" shall mean both the Delta Housing Authority and its duly contracted management companies (if applicable) and their employees acting in an official capacity.

"Tenant" shall be the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease. Tenant shall include all Household Members and Family Members who are over the age of 18 and who are not legally dependent on the Head of Household.

"Family Member(s)" means any authorized persons whose names are included or added to the Tenant's application and the Lease and who are members of the Tenant's "family", as defined in DHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Household Member(s)" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, and Live-in Aides and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants.

"Dwelling Unit" shall be the unit occupied by the Tenant and/or Family Member(s) and Household Members.

"Property" shall be all of the property owned or operated by DHA directly or indirectly to include, but not limited to, stairways, landings, grounds, and common areas.

Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

PART 1 of the RESIDENTIAL LEASE

1. THIS LEASE AGREEMENT is executed between the DHA, and _____ (together, the “Tenant”).

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	Security Deposit

2. Unit: DHA, relying upon the representations of the Tenant as to the Tenant’s eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to the Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant(s): _____

Rental Address: _____ Apartment No.: _____

3. Authorized Family and Household Members: The Tenant’s household is composed of the authorized Family and Household Members listed below:

Name	Age	Date of Birth	Relationship

4. Initial Rent: Initial Rent is prorated for a partial month and shall be \$ _____ for the month of _____, 20____.

5. Utility: If applicable, the Tenant shall receive the benefit of \$ _____ for a partial month’s Utility Reimbursement for the period beginning _____ and ending at midnight on _____. Utility reimbursements shall be paid by DHA to the applicable utility supplier on the Tenant’s behalf.

6. Monthly Rent/Rent Choice: After the initial rent established in Section 4 above, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month. The Tenant has selected the following monthly rent, as checked and initialed by the Tenant:

Income-based rent _____ flat rent _____

7. Rent Payments: Rent payments shall be made in person, by mail, or left in the drop box at the following address: 501 14th Street, Delta, CO 81416.

8. Renewal: Unless terminated as stated in Part II of the Lease Terms and Conditions, this Lease shall be automatically renewed for successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the Tenant or by executing a new Lease Agreement.

9. Security Deposit: Tenant agrees to pay \$ _____ as a security deposit in accordance with the Terms and Conditions of this Lease.

10. Utilities and Appliances:

The following utilities are furnished by DHA, as checked below:

Heat Water Sewer Service Electricity Gas Trash

The following utilities are paid for by the Tenant, as checked below:

Heat Water Sewer Service Electricity Gas Trash

The following appliances are supplied by the Tenant, as checked below:

Stove Refrigerator Washer & Dryer Other

Describe: _____

11. Utilities Allowances Tenant-Paid Utilities: If Tenant pays for utilities or appliances, as indicated by an (X) above, DHA shall provide Tenant with a Utility Allowance in the monthly amount of \$ _____. The Tenant must keep utilities turned on in the unit, in their name, and make payments directly to the utility supplier. The Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If the Tenant pays for utilities, evidenced by the Tenant's signature below, the Tenant agrees to sign a third-party notification agreement with the utility company such that DHA will be notified if the Tenant fails to pay the utilities.

12. Alternate form of communication or accessible format for written notices: Tenant has represented to DHA and DHA has verified the need for the following alternate form of communication or accessible format: _____.

13. Required Disclosure: C.R.S. § 24-34-501(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By the signature, below, the Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any state or federal housing assistance program, unless such fraud was fully disclosed to DHA before execution of the Lease or before DHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to the DHA before and during the Lease term is true and complete to the best of my knowledge and belief. If fraudulent information is provided, the Tenant understands that the Lease may be terminated or the rent retroactively increased.

Tenant

Date

Tenant

Date

DHA Representative

Date

ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, DHA has provided the Tenant with the following attachments and information:

- | | |
|--|--|
| <input type="checkbox"/> Terms and Conditions of the Lease | <input type="checkbox"/> Housekeeping Standards/Rules of Occupancy |
| <input type="checkbox"/> DHA Pet Policy | <input type="checkbox"/> Rules of Occupancy |
| <input type="checkbox"/> DHA Grievance Procedure | <input type="checkbox"/> Hardship Exemption |
| <input type="checkbox"/> Move-in and Move-out Procedures | <input type="checkbox"/> Bed Bug Policy |
| <input type="checkbox"/> Information on Lead Poisoning | <input type="checkbox"/> Yard Care Instructions |
| <input type="checkbox"/> Fair Housing Information | |
| <input type="checkbox"/> Tenant Orientation Information | |
| <input type="checkbox"/> Maintenance Charges | |
| <input type="checkbox"/> Community Service Policy | |
| <input type="checkbox"/> Violence Against Women Act Policy | |
| <input type="checkbox"/> Smoke-Free Housing Policy | |

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above checked information has been provided as part of the move-in packet. The above information has been thoroughly explained.

Tenant Date

Tenant Date

DELTA HOUSING AUTHORITY

LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the Delta Housing Authority (called "DHA") and the Tenant.

DHA, relying upon data provided by the Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit all of which are hereinafter collectively called the " Dwelling Unit") described in Part 2 of the Lease, to be executed by the Tenant and DHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

- a. The initial term of this Lease is twelve (12) months. Unless otherwise modified or terminated in accordance with Section 17, the Lease shall automatically be renewed for successive terms of one year.
- b. At admission and each annual recertification, the Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established by Federal Regulation. Unless revised in the regulations, a Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the DHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of DHA's developments.
- c. Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- d. In developments with Tenant-paid utilities, only tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- e. The monthly rent amount is outlined in Part 1 of the Lease. Rent shall remain in effect unless adjusted by DHA in accordance with Section 2 of this Lease. The amount of the rent shall be determined by DHA in compliance with the HUD regulations.
- f. Rent is due and payable in advance without demand on the first day of each month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. In the event rent is not paid within 7 days after the due date, Tenant agrees to pay a late fee that does not exceed \$50.00. DHA will provide Tenant written notice of any late charge incurred by Tenant within 180 days after the due date of the missed rental payment. The late charge period is not a grace period, and DHA may make written demand for any unpaid rent if not paid when due. **DHA does not accept cash for payments of rent under any circumstances.**
- g. **Failure to pay rent on time is a lease violation and grounds for lease termination, if not remedied, but DHA shall not penalize Tenant for government payments that are late.**
- h. **Four (4) late payments within any 12-month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination.**

2. Notice of Rent Adjustment

- a. When DHA increases the amount of the rent, DHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase. DHA is limited to increasing rent once every 12 months.
- b. If rent decreases, DHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

- a. In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge shall advise the Tenant that Tenant has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.
- b. Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given.

- c. Charges in addition to rent can include but are not limited to:
- 1) Excess Utility Charges: In units with utilities that are not billed directly to the Tenant, DHA will bill the Tenant monthly for utility usage in excess of the amount allowed or for the use of major Tenant-supplied appliances. There are no excess utility charges when the Tenant pays utility charges directly to the utility supplier.
 - 2) Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the Dwelling Unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Family Members, Household Members, or any of their guests, pet(s) or assistance animals. When such damage occurs, the Tenant shall be charged for such service, either in accordance with the higher of a charge based on the Schedule of Maintenance Charges posted by DHA or the actual cost to DHA for the labor and materials needed to complete the work.
 - 3) Non Sufficient Funds (NSF): A fee of \$25 will be charged to the Tenant for any check to the DHA written by the Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
 - 4) Installation charges: DHA will charge the Tenant for the actual cost of installing Tenant-supplied air conditioners. Air conditioners may only be installed by DHA personnel or DHA-approved contractors.

4. Payment Location

Rent and other charges shall be paid in person, by mail, or left in drop box located at the business office, 501 14th Street, Delta CO 81416. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to DHA.

5. Security Deposit

- a. The Tenant agrees to pay, at the time of leasing, a security deposit. The dollar amount of the security deposit is noted in Part 1 of the Lease.
- b. No pets shall be allowed on the Dwelling Unit without DHA's prior written consent. Tenant agrees to pay a \$300.00 pet deposit after receiving permission to have a pet in the Dwelling Unit. The amounts and purposes of the deposit are described in the Pet Policy.
- c. If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet deposit.
- d. DHA will use the security deposit at the termination of this Lease:
 - 1) To pay the cost of any rent or charges that are due; and,
 - 2) To reimburse DHA for the cost of repairing any damages caused by the Tenant, Family Member(s), Household Member(s), pet(s), any of their guests, or pet(s) or assistance animal(s), beyond reasonable wear and tear.
- e. The security deposit may not be used to pay rent or other charges while Tenant occupies the Dwelling Unit. No refund of the security deposit shall be made until Tenant has vacated the Dwelling Unit and management has inspected the Dwelling Unit.
- f. After any deductions are made, DHA shall mail to the forwarding address provided by the Tenant, within 60 days of the Tenant vacating, a statement of the damages allegedly caused to the Dwelling Unit and cost of repair, and any remaining security deposit.

6. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

- a. Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
 - 1) The status of each family shall be reexamined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 90 days.
 - 2) The Tenant must supply DHA with accurate written information about family composition, citizenship and/or immigration status, age of family members, amount and source of income of all Family Members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by

- Household Members, and appropriateness of dwelling size.
- 3) All Tenants must be present during the reexamination meeting to sign releases for required documentation.
 - 4) The Tenant agrees to comply with reasonable DHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by DHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.
 - 5) **Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
 - 6) During the annual re-examination, Tenants will be given the choice between paying:
 - a. rent based on income; or
 - b. a flat rent based on the value of the Dwelling Unit.
 - 7) DHA shall notify each family in writing of the dollar amount of these two rent amounts.
 - 8) To comply with annual re-examination requirements, DHA shall give the Tenant reasonable notice of what action(s) the Tenant must take and the date by which any such action must be taken for compliance under this section.
 - 9) In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
 - 10) DHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when it is found that:
 - a. any member of the family failed to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
 - b. any member of the family committed welfare fraud.

In either of the cases under this section, the Tenant's monthly contribution toward rent may not be decreased during the period of reduction as a result of the benefits reduction. If the Tenant challenges the welfare program grant reduction, the requirements of paragraph 8 shall not take effect until the results of the challenge are known.
 - 11) **Failure to comply with annual reexamination requirements or to misrepresent income or qualification for deductions is a serious lease violation and grounds for lease termination.**
 - 12) If, at the time of annual reexamination, a tenant's adjusted income exceeds the income limits for continued occupancy (120 percent of area median income, adjusted for family size), the family will be informed in writing that if their adjusted income continues to exceed the continued occupancy income limit for the following two (2) consecutive annual reexaminations, the family will be required to pay a rent based on the greater of:
 - a. the full Fair Market Rent (issued by HUD), or
 - b. the amount of monthly subsidy for the Dwelling Unit (issued by HUD), or
 - c. move out of the Dwelling Unit within six (6) months of the second consecutive instance of over- income status.
- b. Interim Re-examinations: The components of interim re-examinations are as follows:
- 1) Between annual re-examinations, all changes in household composition must be reported. Certain changes require advance approval by DHA. **Tenants must report the following changes of household composition to the DHA within ten (10) calendar days of the occurrence:**
 - a. Birth or adoption of children and Court-awarded custody of children.
 - b. Other additions to the household require written approval by DHA **before** the changes of household composition are made.
 - c. **Failure to obtain advance permission to allow other persons to move into the Dwelling Unit is a serious lease violation and grounds for lease termination.**
 - 2) In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 6 (c), in order to ensure full benefit of income disallowance.
 - 3) DHA will process an interim reduction in rent if the Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.

- 4) Between annual re-examinations, the Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
 - 5) DHA will grant a hardship exemption to a qualifying tenant who is paying the minimum rent or the flat rent.
 - 6) The Tenant paying flat rent or minimum rent must request the hardship exemption.
 - 7) The following circumstances would constitute a hardship for Minimum or Flat rent payers:
 - a. Tenant experiences a loss of income that will last more than 30 days;
 - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
 - c. A person with income leaves the tenant family;
 - d. There is a death in the Tenant family;
 - e. The Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
 - 8) Minimum rent payers will be granted an automatic 90-day exemption period. DHA will verify the Tenant's hardship claim and, if the Tenant does not qualify for a hardship exemption, DHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. DHA will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified, the Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
 - 9) Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that DHA can compute an accurate income-based rent.
 - 10) If a Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, the Tenant is then subject to an Interim increase in rent if Tenant's income increases.
 - 11) DHA will process an interim increase in rent if the Tenant receives DHA's permission to add an adult member with income to the Lease;
 - 12) DHA will process an interim increase in rent if the DHA discovers that the Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for lease termination in accordance with Section 17 of this Lease.
 - 13) DHA will process an interim increase in rent if DHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.
- c. Effective Dates of Rent Changes:
- 1) Timely Reporting: Tenant shall report a change of income within ten (10) calendar days of the occurrence. Any rent increase or decrease as a result of such income change will have an effective date as follows:
 - a. If rent decreases following an income change, rent shall decrease as of the 1st day of the month after the decrease in income is first reported to the DHA and verified by third party.
 - b. If rent increases following an income change, rent shall increase as of the 1st day of the second month following the increase in income.
 - 2) Late Reporting: If Tenant reports a change of income after ten (10) calendar days following the occurrence, such late reporting shall have the following effects:
 - a. If rent decreases following an income change, the Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the DHA. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
 - b. If rent increases following an income change, the Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. Provided, retroactive rent charges will be applied only if it is found that the Tenant has misrepresented the facts on which the rent is based so that the rent the Tenant is paying is less than the rent the Tenant should have been charged; or is late in reporting in accordance with Section 6 (c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

- d. Notice of Rent Adjustments and Grievance Rights:
The Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. The Tenant may ask for an explanation stating the specific grounds of the DHA determination concerning rent, dwelling size or eligibility, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the DHA Grievance Procedures.

7. Utilities and Appliances

- a. DHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of this Lease, the DHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The DHA will not be liable for any disruptions in service or failures of the utility service provided by the DHA. Utilities shall be used for normal household purposes only. Tenant agrees to avoid waste of any utilities provided by the DHA and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.
- b. DHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the DHA will provide a cooking range, refrigerator, and, one (1) window A/C. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of the DHA. All appliances must be professionally installed by an DHA-approved contractor or by DHA maintenance personnel for a reasonable fee.
- c. Tenant-paid utilities: If Tenant resides in a development where the DHA does not supply electricity, gas, water, sewer service or trash collection, the DHA shall establish a monthly dollar amount as a Utility Allowance for Tenant-supplied utilities. The amount of the Utility Allowance shall be appropriate for the size and type of Dwelling Unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance shall equal the Tenant Rent. If the Utility Allowance exceeds the Total Tenant Payment, the DHA will pay a Utility Reimbursement to the utility supplier each month. Tenants who choose Flat Rents (not income-based rents) receive no Utility Allowance.
- d. The DHA may change the Utility Allowance at any time during the term of the Lease and shall give the Tenant sixty (60) days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- e. Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- f. Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.

8. General Conditions for Use and Occupancy of the Dwelling Unit

- a. The Dwelling Unit shall be the sole domicile of the Tenant, Family Member(s), and Household Members.
- b. The Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit for the Tenant and other authorized tenant members named in Part I of this Lease. The Tenant shall neither assign the Lease, nor sublease the Dwelling Unit.
- c. The Dwelling Unit must be used only as a private residence, solely for the Tenant, Family Member(s), and Household Member(s) named on the Lease.
- d. DHA may, by prior written approval, consent to the Tenant's use of the Dwelling Unit for legal profit-making activities incidental to the primary use of the Dwelling Unit.
- e. The Tenant must register any overnight guest(s) who will stay in the unit for more than three (3) days. The Tenant shall have the right to accommodate overnight guests for a period no longer than fourteen (14) consecutive days per overnight guest or a total of thirty (30) cumulative days during any twelve-month period. If the Tenant wishes the overnight guest to remain longer than fourteen (14) calendar days in any twelve-month period, the Tenant must submit a written request to the DHA asking for permission to extend the time period.
- f. DHA will not use guest registration information to run criminal history checks on adult guests unless DHA has reason to believe the guest is actually living at the property or the guest is violating the law, property rules, or is causing disturbances among other persons on the Property as revealed by complaints from other tenants or law enforcement personnel.

- g. Failure to register overnight guests or to obtain DHA permission for visits longer than fourteen (14) days in a calendar year is a serious lease violation and grounds for lease termination.**

9. Housing Transfers

The Tenant can be relocated to another unit under the DHA's transfer policy.

a. Types of Transfers:

- 1) Emergency transfers are mandatory transfers implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat). This may include administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit conditions as determined either by DHA or in a legal proceeding. The Tenant shall receive prior written notice, to the extent practicable. However, DHA will not provide prior written notice in situations where DHA has little or no warning of the condition or situation that results in an emergency.
- 2) DHA required transfers are mandatory transfers initiated by DHA. These include:
 1. Mandatory administrative transfers to permit DHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;
 2. Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. See, 24 CFR §8.27(1).
 3. Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small.
- 3) Transfers requested by residents are non-mandatory transfers available to lease-compliant Tenants.

b. Transfer Processing and Costs:

- 1) Prior to a transfer to another unit, Tenants shall receive a minimum of thirty (30) days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life-threatening nature; threat of attack by criminal elements; documented domestic violence; or witness protection orders.
- 2) Costs for DHA required transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the DHA. The DHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.
- 3) Tenant shall bear the cost of transfers for over-housed or over-crowded families and tenant-initiated transfers.

- c. DHA required transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the Grievance Procedure has completed.
- d. Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for emergency transfer according to the DHA's Violence Against Women Act Policy emergency transfer plan. Such transfers are emergency transfers for which DHA shall bear the cost.
- e. Failure by the Tenant to comply with a mandatory transfer is a serious lease violation and grounds for termination of this Lease.**

10. DHA Obligations

DHA is Obligated:

- a. To refrain from discrimination based upon race, color, national origin, religion, sex, familial status, disability, marital status, creed, ancestry, sexual orientation, and gender identity.
- b. To maintain the Dwelling Unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.

- c. To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- d. To make necessary repairs to the Dwelling Unit within a reasonable amount of time after delivery of proper written notice by Tenant.
- e. To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), supplied or required to be supplied by DHA.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the Dwelling Unit by the Tenant. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- g. To notify the Tenant of the specific grounds for any proposed adverse action by DHA, and when applicable, to give the Tenant an opportunity for a hearing under the DHA Grievance Procedures.
- h. To keep in the DHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant upon request.

11. Tenant's Obligations

Tenants, their family members, guests and other persons under the control of the Tenant are obligated:

- a. Not to assign this Lease, sublease the Dwelling Unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the Dwelling Unit overnight without registering the guest with DHA as described in Section 8; Not to give accommodation to long-term overnight guest(s) without the express written consent of DHA; Not to permit the use of the Dwelling Unit as a mailing address for persons other than those listed on Part 1 of this Lease; To notify the DHA of any additions to the household by birth, adoption or Court-awarded custody; To refrain from permitting other persons to join the household without first undergoing screening by the DHA.
- b. To maintain the Dwelling Unit in a manner that complies with all Housekeeping Standards as well as state and local building, housing, fire and health codes and to refrain from and prevent Family Member(s), Household Member(s), guests, and other persons under the control of the Tenant from destroying, defacing, damaging or removing any part of the Dwelling Unit or common areas of the Property.
- c. To keep such areas outside the Dwelling Unit assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition.
- d. To not obstruct sidewalks, walkways, or stairs and to not use these areas for purposes other than coming into and going out of the Dwelling Unit.
- e. To not dispose of litter on the grounds of the Property and to reasonably prevent Family Member(s), Household Member(s), guests, and other persons under Tenant's control from littering.
- f. To refrain from placing signs of any type in or about the Dwelling Unit except those specifically approved in writing by the DHA.
- g. To not disconnect, disable or remove the batteries from any smoke detector and to replace said batteries when needed.
- h. To notify DHA promptly upon observing any evidence of infestation by vermin, insects or bedbugs.
- i. To notify DHA promptly when repairs to the Dwelling Unit are needed.
- j. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances.
- k. To pay any reasonable costs related to the repair of damages to the Dwelling Unit, development buildings, facilities or common areas caused by the Tenant, Family Member(s), Household Member(s), guests, or other persons under the Tenant's control.
- l. To dispose of all garbage, rubbish and other waste from the Dwelling Unit in a sanitary and safe manner and in the appropriate location.
- m. To make no alterations or repairs or redecoration to the interior of the Dwelling Unit, including nails, screws, brackets, or fasteners on any part of the Dwelling Unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of DHA. Alterations or additions that cannot be removed without permanent damage to the Dwelling Unit are subject to become the property of DHA without compensation to

Tenant.

- n. To make no changes to locks or install new locks or anti-theft devices without DHA's written approval.
- o. To refrain from parking any vehicles in any right-of-way or fire lane or other DHA property not designated for parking purposes. Tenant shall receive instructions regarding parking procedures on or near the Property from DHA upon move-in. Tenant shall adhere to said instructions given by DHA at move-in as well as to any posted signs or notices on the Property regarding parking. Tenant shall not bring any vehicle onto DHA property unless Tenant has a valid driver's license, is insured to drive the vehicle and the vehicle has valid registration. Any inoperable or unlicensed vehicle as described above will be removed from DHA property at the Tenant's expense. Automobile repairs are not permitted on DHA property.
- p. To refrain from having a waterbed in the Dwelling Unit.
- q. To abide by the necessary and reasonable terms of this Lease, as well as any attached policies and all regulations and house rules established by DHA for the benefit and well-being of the housing development and the Tenants. Such regulations and house rules shall be kept in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations and such rules and regulations will be made available to Tenant upon request. **Violations of house rules constitute a violation of the Lease and may result in lease termination.**
- r. To refrain from installing, either temporarily or permanently, or place on the Property the following: trampolines(s), swing sets, playground equipment, wading pools that exceed six feet in diameter and one foot in depth; patios; decks; firepits; horseshoe pits; sandboxes.
- s. To refrain from use of alcoholic beverages in the common areas of the Property, and to refrain from breaking glass containers purposely anywhere on the Property.
- t. To act and cause authorized Family Member(s), Household Member(s), guests, and other persons under the Tenant's control to act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and that will be conducive to maintaining the development in a safe and sanitary condition. This includes refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the Property by other Tenants, DHA employees, or persons residing in the immediate vicinity of the Property.
- u. To refrain from and cause Tenant, Family Member(s), Household Member(s), guests, and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
 - 1) Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of DHA's Property by other Tenants, DHA employees, agents of DHA, or persons residing in the immediate vicinity of the Property. A criminal conviction is not needed to demonstrate serious violations of the Lease;
 - 2) Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants, DHA employees, or persons residing in the immediate vicinity of the Property;
 - 3) Engaging in any drug-related criminal activity on or off DHA Property; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
 - 4) **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the Property of Federally assisted housing, the Lease shall be terminated immediately.**
 - 5) **If Tenant, household members, guests or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the Lease shall be terminated immediately.**
 - 6) Unless required by lawful employment, displaying anywhere on DHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in DHA units so long as firearms are registered with DHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
 - 7) Displaying a deadly weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this Lease, a

- “deadly weapon” means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A “deadly weapon” includes but is not limited to: a firearm, whether loaded or unloaded, knives, bludgeons, or any other weapon, device, instrument, material, or substance, whether animate or inanimate, that, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury. This also prohibits the use of any explosive, BB gun, or pellet gun on DHA property.
- 8) Owning or possessing illegal weapons on DHA property;
 - 9) Causing any fire on DHA property, either intentionally or through negligent action or careless disregard.
 - v. To keep dogs, cats, or other common household pets on the Property only in accordance with DHA’s Pet Policy. The Pet Policy requires DHA’s prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or to snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. **Violations of the Pet Policy are serious violations may result in termination of this Lease.**
 - w. To comply with the DHA’s Community Service requirements as stated in Section 24 of this Lease.
 - x. To transfer to another unit when required under the Emergency and/or DHA Required Transfer procedures as state in Section 9 of this Lease.
 - y. **Failure by the Tenant to comply with these Tenant Obligations is a serious lease violation and grounds for termination of this Lease.**

12. Changes in the Household

- a. Children born to or adopted by Family Members or Household Members listed on the Lease and children whose custody is awarded to the family by a court of competent jurisdiction will automatically be added to the Lease upon notification by Tenant to DHA. If the addition of a child or children overcrowds the Dwelling Unit, the Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.
- b. All other additions to the household, including but not limited to Household Members require the prior written approval of DHA. For new Household Members age 18 and older, including live-in aides, such approval will be granted only if the new Household Member meets DHA’s applicant screening criteria and the addition of the new Household Member does not overcrowd the Dwelling Unit.
- c. Prior approval to add a live-in aide is required and shall not be unreasonably refused. A “live-in aid” is a person who resides with a Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Tenant, is not obligated for the support of the Tenant, and who would not be living in the Dwelling Unit except to provide the required supportive services. Generally, a live-in aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a live-in aide may be permitted to move into the Dwelling Unit until the household is transferred to another unit of appropriate size. Live-in aides have no rights as remaining Family Members.
- d. DHA shall approve or disapprove a Tenant’s written request to allow a person to move into the Dwelling Unit within thirty (30) business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of DHA or the Tenant.
- e. Authorized Tenants who move out of the Dwelling Unit, for any reason, shall be reported by the Tenant to DHA in writing, within ten (10) days of the occurrence.
- f. Remaining occupants: If the Head of Household dies or leaves the Dwelling Unit for any reason, continued occupancy by remaining Family Members and Household Members is permissible only if there is one or more Family Member(s) or Household Member(s) on the Lease and living in the household who has passed screening and is 18 years of age or older or is an emancipated minor. A household’s tenancy may be terminated if:
 - 1) the remaining Family or Household Members fail to inform DHA within ten (10) days of the death, abandonment, or departure of the Head of Household;
 - 2) there is no Family or Household Member qualified to sign a new lease,
 - 3) after the remaining Family or Household Member’s approval to assume the lease obligations, such person fails to sign a new Lease within thirty (30) days;
 - 4) the only adults or emancipated minors remaining in the Dwelling Unit are in violation of the Lease or have committed rent default or criminal activity violations on or near the Property; or

- 5) the household fails to notify the DHA of any additions to the household by birth, adoption or Court-awarded custody.
- g. If a new Head of Household is substituted or added to the Lease under this section, Tenant will be charged for any arrearages owed by the former Tenant or Head of Household or charged to the Dwelling Unit.
- h. If this Lease is an extension of occupancy by the Tenant's household under a prior lease or leases with DHA, any amounts due under the prior lease or leases may be charged and collected as if the same had occurred under this Lease.

13. Entry of Premises During Tenancy

- a. Upon applicable and/or reasonable notice, any employee or contractor of DHA shall be permitted to enter the Dwelling Unit during reasonable hours (8:30 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- b. When the Tenant calls to request maintenance on the Dwelling Unit, DHA shall acknowledge receipt of the request as soon as reasonably practicable, and during regular business hours. A request for maintenance constitutes permission for DHA to enter the Dwelling Unit and perform the maintenance
- c. For reasons other than requested maintenance, DHA shall give all Tenants a minimum 48 hours' written notice that DHA intends to enter the Dwelling Unit and state the reason for entry. Tenants with disabilities will be provided notice in the accessible formats they request.
- d. DHA may enter the Tenant's Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees, or the Dwelling Unit.
- e. If the Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, DHA shall leave a written statement in the Dwelling Unit specifying the date, time and purpose of entry prior to leaving the Dwelling Unit. DHA shall not enter the Dwelling Unit if only minor children are present in the Dwelling Unit.

14. Defects Hazardous to Life, Health or Safety

If the Dwelling Unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- a. DHA Responsibilities and Services: DHA shall be responsible for repair of the Dwelling Unit within a reasonable period of time after receiving written notice from Tenant in accordance with C.R.S. § 38-12-503.
- b. If necessary repairs cannot be made within a reasonable time, DHA shall offer the Tenant decent, safe and sanitary alternative accommodations.
- c. If repairs cannot be made by DHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- d. No abatement of rent shall occur if the Tenant rejects the alternative accommodations and remains in the Dwelling Unit or if the damage was caused by the Tenant, Family Member(s), Household Member(s), Tenant's pet(s), guests, or any other person(s) under the Tenant's control.
- e. **If Tenant rejects the above-described alternative accommodations and remains in the Dwelling Unit, or in any way prevents or interferes with DHA's duties to repair damage or conditions described in this Section 14, such action will be deemed a serious lease violation and is grounds for termination of this Lease.**
- f. If the damage was caused by the Tenant, Family Member(s), Household Member(s), Tenant's pet(s), guests, or any other person(s) under the Tenant's control, the reasonable cost of the repairs shall be charged to the Tenant, and sections (b) – (d), above, shall not apply.
- g. Tenant Responsibilities: Tenant shall immediately notify the DHA of the damage when the damage is hazardous to life, health or safety of the occupants. Tenant is bound to adhere to all notice requirements provided in C.R.S. § 38-12-507.
- h. The Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.

- i. DHA shall not be liable for any injuries or property damage sustained on any Property leased or assigned to the Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of DHA, the DHA's representatives or agents.
- j. All accidents involving injury or loss of property to the Tenant, Family Member(s), Household Member(s), Tenant's pet(s) or guests must be reported, verbally or in writing, to DHA, within five (5) business days.

k. Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability. Landlords are prohibited by law from retaliating against a tenant in a manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.

l. For written notice of an uninhabitable condition, Tenant can mail or personally deliver written notice to Delta Housing Authority, 501 14th Street, Delta, CO 81416, or deliver written notice via email to pha@deltahousingauthority.org.

Para notificación por escrito de una condición inhabitable, Inquilino se puede enviar por correo o entregar personalmente notificación por escrito a Delta Housing Authority, 501 14th Street, Delta, CO 81416, o entregar notificación por correo electrónico a pha@deltahousingauthority.org.

15. Inspections

- a. **Move in Inspections:** DHA and the Tenant or Tenant's representative shall inspect the Dwelling Unit before occupancy. DHA may photograph the Dwelling Unit at the move-in inspection or at any subsequent inspection. DHA shall give the Tenant a written statement of the condition of the Dwelling Unit, both inside and outside and note any appliances provided with the Dwelling Unit. The statement shall be signed by DHA and the Tenant or Tenant's representative and a copy of the statement will be retained in the Tenant's folder. Any deficiencies noted on the inspection report will be corrected by DHA at no charge to the Tenant prior to move-in or within a reasonable time period after move-in, provided the defect does not render the Dwelling Unit uninhabitable.
- b. **Annual Inspections:** An annual inspection will be conducted for all Tenants. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS). DHA shall request work orders for all items found to be in disrepair.
- c. Besides the UPCS inspection, DHA shall conduct at least one (1) housekeeping inspection each year to check the condition of the Dwelling Unit, the appliances within, and any additional areas on the Property assigned to the Tenant for upkeep. DHA will use the annual housekeeping inspection to assess the Tenant's overall care of the Dwelling Unit, equipment and housekeeping habits or practices in accordance with this Lease.
- d. Following inspection, DHA will provide the Tenant with a written statement regarding Dwelling Unit conditions. If housekeeping habits are identified as not in compliance with the terms of this Lease, such statement shall identify the housekeeping deficiencies and identify the measures and time period provided to abate unsatisfactory conditions. **The Dwelling Unit shall then be re-inspected following the given time period, and if the deficiencies are not cured, Tenant shall be in violation of this Lease and subject to termination.**
- e. **Move-out Inspection:** DHA will 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 may join in such inspection, unless the Tenant vacates without notice to DHA.
- f. **Failure to permit inspection of the Dwelling Unit is a serious lease violation and grounds for lease termination.**

16. Notice Procedures

- a. **Tenant Responsibility** - Any notice to DHA must be in writing, delivered to DHA personally or sent prepaid first-class mail (properly addressed).
- b. **DHA Responsibility** - All notices to the Tenant must be in writing, except notices to tenants with disabilities, which must be in an accessible format as requested by the Tenant.

- c. The DHA will attempt to deliver Notices of Lease Termination or Non-Renewal directly to the Tenant or an adult member of the household. If such attempts fail, the notice(s) will be posted in a conspicuous place on the Dwelling Unit (i.e., secured to the front door) and sent by first-class mail the same day. For the purposes of this section, an "adult" is a person 18 years of age or older or an emancipated minor who is the Head of Household.
- d. Unopened, cancelled first class mail returned by the Post Office shall be deemed sufficient evidence that notice was given.

17. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by the DHA and the Tenant:

- a. The Tenant may terminate this Lease at any time by giving thirty (30) days' written notice to DHA. Tenant is responsible for the rent until the vacate date. Tenant shall leave the Dwelling Unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to the DHA before leaving. The security deposit may not be used for the rent or other charges. If Tenant fails to give 30-day notice, DHA may charge the Tenant rent from the date DHA acquires legal possession, or from the date DHA learns the Dwelling Unit is vacant, whichever occurs later. In the event Tenant fails to give a 30-day notice before the end of this Lease, DHA may take action to recover its actual losses.
- b. The Tenant may cancel this Lease and vacate the Dwelling Unit without liability for further rent by showing a court order protecting the Tenant against family violence from an occupant of the Dwelling Unit. DHA is prohibited from collecting rent or enforcing this Lease if the Tenant's grounds for canceling this Lease and vacating the Dwelling Unit are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925, as well as under C.R.S. § 38-12-402.
- c. The Tenant may cancel this Lease and vacate the Dwelling Unit without liability for further rent if the Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than ninety (90) days.
- d. This Lease may be terminated by DHA only for violations of the Lease, or for other good cause. A Tenant who receives four (4) Demands for Compliance or Right to Possession for late rent payments in one 12-month period will be subject to termination of the Lease.
- e. The Lease may also be terminated if:
 - 1) the Tenant allows an individual to reside in the Dwelling Unit who has not satisfied the screening requirements established by DHA.
 - 2) the Tenant fails to provide complete and accurate information about income, deductions from income, family composition or family circumstances when requested to do so by DHA.
 - 3) the Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol.
 - 4) the Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed by Federal or State law.
 - 5) the Tenant or any guest or invitee of the Tenant commits a substantial violation, defined as an act or series of acts that, when considered together: occurs on or near the Property and endangers the person or willfully and substantially endangers the property of the landlord, any co-tenant, or any person living on or near the Property; or occurs on or near the Property and constitutes a violent or drug-related felony prohibited under Colorado law; or occurs on the Tenant's leased Property in the common areas, hallway, grounds, parking lot, or other area located in the same building or complex in which the Tenant's leased premises are located and constitutes a criminal act in violation of state law or local ordinance that (i) carries a potential sentence of incarceration of one hundred eighty (180) days or more, and (ii) has been declared to be a public nuisance under state law or local ordinance based on state statute.
 - 6) The Tenant's adjusted income exceeds the over-income limit for two (2) consecutive years and the Tenant fails to pay the higher of the Fair Market Rent applicable to the unit or the monthly subsidy amount.
- f. This Lease may be terminated or will not be renewed by DHA if non-exempt adult members of the Tenant Family are not in compliance with the Community Service requirements described in

Section 24.

- g. DHA shall give to Tenant a written Notice of Lease Termination, in the case of a Tenant with a disability, in accessible format, of:
 - 1) Thirty (30) days in the case of failure to pay rent;
 - 2) Three (3) days, as per C.R.S. § 13-40-107.5, when the Tenant or any guest or invitee of the Tenant commits a substantial violation, as defined above in Section 15(e)(5) of this Lease.
 - 3) Thirty (30) days in the case of any repeated violations of this Lease or in any other case.
- h. The Notice of Lease termination shall state the specific reasons for the termination, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, and of Tenant's right to examine DHA documents directly relevant to the termination. In addition, when the DHA is required to offer the Tenant an opportunity for a grievance hearing, the notice shall reasonably inform the Tenant of the right to request such a hearing in accordance with the DHA Grievance Procedure.
- i. When DHA is required to offer the Tenant the opportunity for a grievance hearing, and the Tenant has made a timely request for such grievance hearing, the tenancy shall not terminate, even if the Notice of Lease Termination has expired, until the grievance process has been completed.
- j. The Tenant or DHA may give notice of termination on any day of the month.
- k. DHA may evict the Tenant from the Dwelling Unit only by bringing a court action.
- l. This Lease shall terminate upon abandonment of the Dwelling Unit by Tenant, such abandonment defined in Section 23.

18. Grievance Procedure and Requirements

- a. Disputes arising under this Lease shall be resolved pursuant to the DHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Section 17(e)(4-6) shall be excluded from the DHA's Grievance Procedure.
- b. In the case of a proposed adverse action including a proposed Lease termination, DHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

19. Notice to Post Office

When DHA evicts a Tenant for engaging in any criminal activity, DHA shall notify the local Post Office serving the Dwelling Unit so that the Post Office will stop delivering mail for such person at the Dwelling Unit and the person will not return to the community to pick up mail.

20. Lease Modifications and Amendments

Any modification of this Lease must be by an amendment to the Lease or Lease modification executed by DHA and the Tenant, the only exception being for modifications of rent pursuant to Section 2 of this Lease.

21. Non-waiver of Rights

The failure of DHA or Tenant to exercise any right or remedy as provided in this Lease shall not affect the right of either party or parties to do so at any later date.

22. Non-Liability

Tenant acknowledges that any security measures provided by the DHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. DHA will not be liable to any Tenant, Family Member, Household Member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. DHA will not be liable to Tenant, Family Member(s), Household Member(s), or guests for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes DHA to provide the information.

23. Abandonment

The Tenant shall be deemed to have abandoned the Dwelling Unit when the Tenant has moved out and may be evidenced by the return of keys, substantial removal of Tenant and Tenant's property, notice given by Tenant, or the extended absence of the Tenant while rent remains unpaid as per C.R.S 38-12-510. When reasonable evidence exists indicating that Tenant has abandoned the Dwelling Unit, DHA will secure the Dwelling Unit against vandalism and post a notice of planned entry on the door. If, after sixty (60) days, there is no response to the notice and inspection shows that all or most of the Tenant's property has been removed or rent is not paid, DHA will conclude the unit has been abandoned. DHA shall make reasonable efforts to contact the Tenant informing them that the Dwelling Unit has been declared abandoned.

24. Community Service

Tenant shall comply with DHA's Community Service Policy. Failure to adhere to this policy is a serious violation and cause for termination of this Lease.

25. Smoke-Free Housing Policy

To ensure quality of air and the safety of all public housing residents, pursuant to 24 CFR § 965, Subpart G as well as the Colorado Clean Indoor Air Act (C.R.S. § 25-14-201, *et. seq.*), the DHA has declared that all buildings belonging to DHA and all areas within twenty-five (25) feet of such buildings are smoke-free. **Failure to comply with the DHA's Smoke-Free Housing Policy is a serious lease violation and grounds for Lease termination.**

26. Bed Bug Policy

To ensure the health and safety of all public housing residents, Tenants shall comply with Colorado state law regarding the presence or suspected presence of bed bugs in the Dwelling Unit in accordance with C.R.S. § 38-12-1001. **Failure by Tenant to adhere to these and any other requirements under Colorado law pertaining to bed bugs is a serious violation and cause for termination of this Lease.**

27. Special Provisions related to occupancy of scattered site single family homes and duplexes.

- a. Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding the outdoor areas surrounding the Tenant's dwelling as may be more specifically defined either orally or in writing by DHA. The Tenant's failure to adequately care for and maintain the yard will result in a charge of an hourly rate to remove any overgrowth, trash, or debris as indicated in the Schedule of Maintenance Charges.
- b. The Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.
- c. Tenant is responsible for snow removal, including shoveling sidewalks and Tenant's driveway.

28. Attorney Fees and Costs. In any action or proceeding concerning this Lease, the prevailing party (as determined by the presiding judge or officer) shall recover reasonable attorney fees (after a determination by the presiding judge or officer that such attorney fees are reasonable) and all costs and expenses of the action and proceeding in addition to any other recovery to which that party is entitled.

29. Applicable Law, Jury Waiver. This Lease and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Colorado, by a court of competent jurisdiction in Delta County, Colorado.