

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

FROM JON M. GUTZMANN
EXECUTIVE DIRECTOR

REGARDING HUD Multifamily Model Lease and House
Rules for Subsidized Programs; Rental
Assistance Demonstration - Project Based Rental
Assistance (RAD-PBRA)

DATE April 24, 2019

Staff recommends the Board adopt Resolution 19-4/24-01 approving use of the HUD Multifamily Model Lease for Subsidized Programs and PHA House Rules for the eight Project Based Rental Assistance (PBRA) projects the PHA will own, maintain, and manage after converting to HUD's Rental Assistance Demonstration (RAD) program. The Model Lease and House Rules will apply to 3,855 units in the PHA's sixteen hi-rises and four family developments. The PHA's scattered site and duplex properties will continue to be managed under the existing Low Income Public Housing lease and Admissions and Occupancy Policies.

HUD MULTIFAMILY PROGRAMS MODEL LEASE

The lease is a legally binding document between the PHA and the residents which identifies the program requirements for both the PHA and the residents. Regulations governing HUD's various multifamily housing programs state that owners (the PHA) must use leases that are in an acceptable format to HUD. In practice, this means the PHA is required to use a standard "Model Lease" (Form HUD-90105a) for the RAD-PBRA conversion. PHA staff and the legal team have spent considerable time reviewing the Model Lease and have taken great care to keep the substantive policies as close to those in the current public housing lease as possible. The PHA does not have the ability to edit or change the substantive terms of the model lease, so maintaining our current practices is done through the implementation of House Rules, which is a

lease addendum in which PHAs may incorporate additional policies and lease requirements that are not otherwise contained in the model lease.

PHA HOUSE RULES

The PHA is allowed to incorporate policies and lease requirements into the House Rules (Attachment 3 to the Model Lease) provided that these policies do not contradict any of the provisions of the Model Lease. Resident Services staff began drafting the House Rules several months ago in order to ensure sufficient time for staff input, HUD review, and Board approval. Staff have prepared two versions of the House Rules, one for Hi-Rise properties and one for Family Sites. Both versions are attached to this Board report. The documents are substantively similar besides slight differences for things like utility costs*, maintenance requirements, and pet policies. Staff received HUD's approval of these proposed House Rules on April 10, 2019.

With the Board's approval, staff will begin showing the new lease documents to residents and staff so that everyone involved can be educated about the updates before the RAD conversion closing date. The closing is anticipated to occur in August or September 2019. Staff plan to hold a series of resident meetings to introduce and explain the new documents and allow residents to ask questions before they are all required to sign the new lease, after the closing.

While there are some policy changes associated with the new documents, PHA staff have spent considerable time analyzing the Model Lease and preparing the related House Rules in an effort to minimize the impact on residents and maintain the high standards our current residents have come to expect from the PHA. We believe the model lease and proposed House Rules will allow

* Utility costs are included in the rent that hi-rise residents pay to the PHA. In the family housing developments residents pay their own utility costs for gas, electricity and heat, so their rent payment to the PHA is reduced by a utility allowance.

us to continue operating our housing program as successfully under PBRA as we have historically done under LIPH.

JMG/AJH

Attachments: Resolution 19-4/24-01
Form HUD – 90105a – PHA Model Lease for Subsidized Programs
House Rules – Family Sites
House Rules – Hi-Rise

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
RESOLUTION NO. 19-4/24-01**

**RENTAL ASSISTANCE DEMONSTRATION (RAD) CONVERSION TO
PROJECT-BASED RENTAL ASSISTANCE (PBRA);
APPROVAL OF MODEL LEASE AND HOUSE RULES**

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) has applied to the U.S. Department of Housing & Urban Development (HUD) to convert 3,855 dwelling units of Low Income Public Housing (LIPH; Section 9) to Project-Based Rental Assistance (PBRA; Section 8), through HUD's Rental Assistance Demonstration (RAD) program, as initially approved by the PHA's Board of Commissioners on August 23, 2017; and

WHEREAS, on August 20, 2018 the PHA received HUD's approval letters for all eight RAD conversion applications; and the letters also serve as the "Commitment to Enter into a Housing Assistance Payment" (CHAP) awards for those Asset Management Projects (AMPs 1-8); and

WHEREAS, in late March 2019 staff submitted the PHA's eight RAD Financing Plan packages by uploading over 300 documents to HUD's online "RAD Resource Desk"; and

WHEREAS, PHA staff are now working with a "Financing Transaction Manager" assigned by HUD who will work with other HUD staff and PHA staff on the next steps in the RAD conversion process, leading up to HUD issuing "RAD Conversion Commitments (RCCs)" to the PHA, which staff anticipates will occur by the end of May 2019; and

WHEREAS, owners of subsidized housing operating under HUD's Office of Multifamily Housing, including PBRA, are required to use a Model Lease (Form HUD-90105a) along with a House Rules addendum that must be approved by HUD; and

WHEREAS, PHA staff and legal counsel refined the formatting of the Model Lease and submitted for HUD's preliminary review and approval separate House Rules for Hi-Rises and Family Sites to be used after the conversion to PBRA; and

WHEREAS, PHA staff have received HUD's approval for the House Rules and formatted Model Lease and now recommended approval by the PHA Board of Commissioners to utilize these documents in connection with the PHA's post-conversion PBRA housing program; and

WHEREAS, the Board of Commissioners finds that the proposed Model Lease and House Rules are necessary and appropriate for use in the PHA's post-conversion PBRA housing program;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul as follows:

1. The Model Lease and House Rules for Hi-Rises and Family Sites are approved as presented;
2. Staff is authorized to utilize and execute the Model Lease, House Rules, and all associated policy documents as necessary in connection with the PHA's post-conversion PBRA housing program; and
3. Pursuant to HUD notice dated January 11, 1990, the PHA certifies that no employee is serving in a variety of positions that will exceed 100 percent of his or her work time.

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
MODEL LEASE FOR SUBSIDIZED PROGRAMS**

1. **PARTIES AND DWELLING UNIT:** The parties to this Agreement are (A) the Public Housing Agency of the City of Saint Paul, referred to as the Landlord, and (B) _____, referred to as the Tenant. The Landlord leases to the Tenant(s) unit number (C) _____ located at (D) _____ in the project known as (E) _____.

2. **LENGTH OF TIME (TERM):** The initial term of this Agreement shall begin on (F) _____ and end after (G) twelve (12) months. After the initial term ends, the Agreement will continue for successive terms of one (H) month each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. **RENT:** The Tenant agrees to pay (I)\$ _____ for the partial month ending on (J) _____. After that, Tenant agrees to pay a rent of (K)\$ _____ per month. This amount is due on the (L) the first day of the month at (M) _____. The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

4. **CHANGES IN THE TENANT'S SHARE OF THE RENT:** The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
 - A. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - B. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - C. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
 - D. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
 - E. HUD's procedures for computing the Tenant's assistance payment or rent change; or
 - F. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. **CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:** If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of (N) \$20.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
6. **CONDITION OF DWELLING UNIT:** By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
7. **CHARGES FOR UTILITIES AND SERVICES:** The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

A. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant Pays Directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Garbage	
	Other (Specify)	

8. **SECURITY DEPOSITS:** The Tenant has deposited (P)\$_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.
- A. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- B. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- C. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at (Q)_____ % beginning (R)_____, less any amount needed to pay the cost of:

- (1) unpaid rent;
- (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
- (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
- (4) charges for unreturned keys, as described in paragraph 9.

D. The Landlord agrees to refund the amount computed in paragraph 8.C within **(S) 21** days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

E. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.

F. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. **KEYS AND LOCKS:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant **(T)\$_____** for each key not returned.

10. MAINTENANCE:

A. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

B. The Tenant agrees to:

- (1) keep the unit clean;

- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. DAMAGES: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- A. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- B. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. RESTRICTIONS ON ALTERATIONS: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. GENERAL RESTRICTIONS: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- A. sublet or assign the unit, or any part of the unit;
- B. use the unit for unlawful purposes;
- C. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- D. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- E. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. **RULES:** The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:
- A. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - B. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
15. **REGULARLY SCHEDULED RECERTIFICATIONS:** Every year around the (U) _____ day of (V) _____ the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recomputed the amount of the Tenant's rent and assistance payment, if any.
- A. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - B. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.
16. **REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATIONS:**
- A. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.
 - B. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.
 - C. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the

time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

- D. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. REMOVAL OF SUBSIDY:

- A. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
- (1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
 - (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- B. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- C. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

- 18. TENANT OBLIGATION TO REPAY:** If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

- 19. SIZE OF DWELLING:** The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- A. move within 30 days after the Landlord notifies him/her that unit of the required size is available; or
- B. remain in the same unit and pay the HUD-approved market rent.

20. ACCESS BY LANDLORD:

- A. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph C below.
- B. The Tenant consents in advance to the following entries into the unit:
 - (1) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- C. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. DISCRIMINATION PROHIBITED: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

22. CHANGE IN RENTAL AGREEMENT: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. TERMINATION OF TENANCY:

- A. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- B. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- C. The Landlord may terminate this Agreement for the following reasons:
 - (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- (6) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (i) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (ii) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
- (8) if the tenant is violating a condition of probation or parole under Federal or State law;
- (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

D. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term "material noncompliance with the lease" includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (i) disrupt the livability of the project; (ii) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (iii) interfere with the management of the project, or (iv) have an adverse financial effect on the project; (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

E. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- (1) specify the date this Agreement will be terminated;
- (2) state the grounds for termination with enough detail for the Tenant to prepare a defense;

- (3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- (4) advise the Tenant of his/her right to defend the action in court.

F. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph E.

- 24. **HAZARDS:** The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
- 25. **PENALTIES FOR SUBMITTING FALSE INFORMATION:** Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
- 26. **CONTENTS OF THIS AGREEMENT:** This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
- 27. **ATTACHMENTS TO THE AGREEMENT:** The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
 - A. Attachment No. 1 – Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059.
 - B. Attachment No. 2 - Unit Inspection Report.
 - C. Attachment No. 3 - House Rules.
- 28. **TENANTS' RIGHTS TO ORGANIZE:** Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
- 29. **TENANT INCOME VERIFICATION:** The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
- 30. **RELATION TO HOUSING ASSISTANCE CONTRACT:** The lease agreement will terminate automatically if the Section 8 Housing Assistance contract terminates for any reason.

31. SIGNATURES:

**TENANT
BY:**

1. (W) _____

_____ Date

2. _____

_____ Date

3. _____

_____ Date

**LANDLORD
BY:**

1. (W) _____

_____ Date

Public reporting burden – HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
FAMILY SITE HOUSE RULES**

The following House Rules have been established for all Public Housing Agency of the City of Saint Paul (PHA) Family Development properties being converted to the Rental Assistance Demonstration (RAD) Project-Based Rental Assistance (PBRA) program. These House Rules are in addition to the requirements of the Multifamily HUD Model Lease (“Lease”) and any addenda to the Lease. Violations of these House Rules will be considered a serious violation of the Lease and shall be good cause for termination.

1. MEMBERS OF HOUSEHOLD

Only the following persons may reside in the dwelling unit with the named Tenant:

Name	Relationship	Gender	Date of Birth

The Tenant's household has the right to the exclusive use and occupancy of the unit, for use as the principal place of residence for Tenant's household. This right includes having guests stay in the unit up to fifteen (15) days for each guest in a rolling twelve-month period, continuous or sporadic. Upon a showing of special circumstances or need, the PHA may extend this period for a reasonable additional time, not to exceed thirty (30) days. This limitation does not apply to live-in aides and foster children who may reside in the unit with the consent of the PHA.

2. RENT AND OTHER PAYMENTS

A. Rental Payments

1. Tenant understands that all rent payments, including minimum rent, are due on the first (1st) day of the month. Rent that is received by the PHA after the fifth (5th) day of the month is considered late. If Tenant does not pay the full amount of the rent owed by the end of the 5th day of the month it is due, the PHA may collect a fee of \$5 on the 6th day of the month. Thereafter, the PHA may collect \$1 for each additional day the rent remains unpaid during the month it is due. A \$20.00 fee will also be charged on the second or any additional time a check is returned for non-sufficient funds (NSF) or account closed.
2. Tenant understands that paying rent late four (4) or more times in a twelve-month period may lead to termination of the Lease. Tenant further understands that rent is considered paid when the PHA receives the payment.

3. If Tenant wants to end the Lease, Tenant must comply with all applicable notice provisions and continue to pay rent for at least thirty (30) days after Tenant has given written notice to Management of an intent to vacate. For any days after thirty (30) days, rent will be based on the monthly rate divided and charged on a daily basis. If Tenant wants to end this Lease but fails to give the PHA a written notice, rent will be charged for thirty (30) days from the day the PHA learns that Tenant has moved.
4. Acceptance of rent with knowledge of good cause for termination of the Lease shall not constitute a waiver of the PHA's right to terminate the Lease on the basis of such good cause nor of the PHA's right to assert such good cause in any legal action.

B. Security Deposit

The PHA requires tenants to pay security deposits at or before lease signing. The amount of security deposit is equal to the greater amount of \$50.00 or Tenant's monthly Total Tenant Payment (TTP) at move-in. The security deposit will be held by the PHA in accordance with the Lease, Tenant Selection Plan, Minnesota law, and federal regulations.

C. Other Charges Due

Tenant is responsible for paying charges for, but not limited to, maintenance and repair costs, late rent payment fees, retroactive rent (overpaid assistance), fees for returned checks, legally allowable court costs, and other charges in accordance with the current schedule of charges posted in the Management Office. Payment must be made to the PHA within fourteen (14) days after the PHA gives written notice of the charges to Tenant.

3. PAYMENT OF UTILITIES

A. By the PHA

The PHA will pay the ordinary cost of water, garbage (trash) collection, sewer service, and will provide a range (stove) and refrigerator for the unit. Tenant may be charged for any additional fees or costs incurred by the PHA as a result of Tenant's excess use or consumption of these utilities.

B. By Tenant

1. Tenant is responsible for paying the full cost of gas, electricity, and heat directly to the utility provider. As part of the determination of the monthly rent, the PHA agrees to adjust the rent by the applicable utility allowance as stated in the Tenant Selection Plan.
2. Nonpayment of any Tenant-paid utilities that results in the disconnection of utility service for any length of time shall be grounds for termination of the Lease.

4. UNIT ASSIGNMENT & TRANSFER

A. Unit Assignment and Change of Unit

Tenants shall be assigned to units in accordance with the PHA's Occupancy Standards in the Tenant Selection Plan.

B. Mandatory Transfers

1. Types of Mandatory Transfers. Tenant will be required to move to another unit that is decent, safe, and sanitary and is of an appropriate size under the PHA's Occupancy Standards under the following circumstances:
 - a. *Occupancy Transfer*. Tenant may be required to move if the PHA determines that Tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size; or
 - b. *Need for Accessible Unit*. Tenant may be required to move if the PHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit modified for a person(s) with disabilities and is being occupied by a household that does not include a person(s) with disabilities; or
 - c. *Maintenance Transfer*. Tenant may be required to move if the PHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
2. If the current unit is habitable, Tenant must move to the new unit within thirty (30) days after the PHA notifies Tenant of the new unit's availability. If Tenant fails to move, Tenant shall remain in the current unit and pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
3. If/when Tenant's current unit is uninhabitable, or if substantial repair or modernization work is otherwise required, Tenant must move to a new unit immediately upon the PHA's request. If Tenant, a member of Tenant's household, a guest, or other person under Tenant's control caused the uninhabitable condition of the unit, Tenant shall pay all moving expenses and the cost of repair to the unit.
4. Number of Transfer Offers. Tenants subject to mandatory transfer will generally receive two (2) offers of alternative of housing unless the circumstances surrounding the transfer reasonably require a single unit offer. If Tenant rejects the first unit offer, Tenant must accept the second offer. Tenant's refusal to accept a second unit offer (or Tenant's refusal to accept the first offer in cases where only a single unit is offered) will result in Tenant being responsible for HUD-approved market rent for the unit and/or termination of the lease, depending on the nature of the mandatory transfer.

C. Voluntary Transfers

1. Transfer Eligibility. Tenants must generally be in good standing with the PHA to be eligible for a transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor housekeeping and nonpayment of rent or other charges.
2. Types of Voluntary Transfers. Tenant may request transfer to a different PBRA unit in the following circumstances:
 - a. *Discretionary Occupancy Transfer*. Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for Tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families

will receive notice if they are eligible for transfer to a larger unit and must timely respond to such notice confirming their desire to transfer.

- b. *Reasonable Accommodation Transfer.* Tenants may request a transfer to another PBRA unit as a reasonable accommodation for a handicap or disability. The need for transfer and its relationship to a disability must be verified by a healthcare professional familiar with the resident's condition. The transfer request must be reviewed and approved by the PHA in accordance with the requirements governing requests for reasonable accommodations.
 - c. *VAWA Transfer.* In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if Tenant remains within the same unit.
 - d. *Special Program Transfer.* Tenant may request a transfer to a different PBRA unit as necessary to facilitate moving into or out of a special PHA program that provides services at a particular PBRA unit or building. Such special programs include, but are not limited to, Congregate Housing Services Program (CHSP), Assisted Living Program (ALP), and Accessible Space Program (ASI).
 - e. *Tenant-Initiated Transfer.* A tenant in good standing may request transfer to a different PBRA unit for any one of the following reasons:
 - (i) To support current employment;
 - (ii) To support current education; or
 - (iii) To support a current health-related issue or preference (subject to verification from a healthcare professional documenting the health-related preference for the requested PBRA unit or location).
3. Number of Transfer Offers. Tenants approved for any type of voluntary transfer will receive only one (1) offer of alternative housing. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request and removal from further consideration for a voluntary transfer in the future.

D. Transfer to a new unit under any circumstance does not remove, eliminate, or otherwise excuse prior or existing Lease violations and the PHA retains the right to terminate the new lease for violations that occurred while Tenant occupied the previous unit.

5. OBLIGATIONS OF TENANTS, MEMBERS OF HOUSEHOLD, AND GUESTS

Tenant agrees to obey the following rules. Tenant is also responsible for causing members of the household, guests, and other persons under Tenant's control to obey the following rules:

A. Tenant shall:

1. Pay rent on the first (1st) day of the month.
2. Meet with PHA staff at any reasonable time and place as the PHA requests and after reasonable notice, in order to discuss any matter affecting the Lease or Tenant's tenancy.
3. Pay reasonable charges, in accordance with the current schedule of charges posted in the Management Office, for the repair of damages beyond normal wear and tear to the unit, development buildings, facilities, or common areas, caused by the action (or inaction) of Tenant, members of the household, or guests.

4. Use the unit solely as a private place to live and principal residence for Tenant and members of Tenant's household as identified in Section 1, and not use the unit or permit its use for any other purpose.
5. Promptly notify the PHA in writing if any family member no longer lives in the unit or otherwise establishes a principal place of residence elsewhere.
6. Obtain the consent of the PHA before members of the household engage in profit making activities in the dwelling unit. The PHA must also decide whether such activities are legal and incidental to the primary use of the leased unit for residence by members of the household. Even if certain profit-making activities are approved, the PHA shall not be responsible for making any modifications or alterations to the unit in connection with those activities.
7. Obey the written regulations, including, but not limited to, the requirements contained in the Family Handbook, which are posted in the Management Office. These rules, policies, and regulations are made a part of these House Rules by reference.
8. Comply with all applicable federal, state, and local codes, ordinances, laws and regulations including but not limited to those relating to building, housing, health, sanitation, safety, and fire.
9. Keep the unit in a clean and safe condition. Tenant shall maintain the unit in accordance with the PHA's Housekeeping Standards and shall allow PHA to conduct housekeeping inspections. The PHA's Housekeeping Standards are made a part of these House Rules by reference.
10. Prepare the unit and otherwise comply with PHA employee or contractor instructions to facilitate pest treatment. Tenants shall immediately report any signs of pest infestation to the PHA and fully cooperate with the PHA in its attempts to treat any infestation. Tenant shall not place infested furniture or other items in common areas such as hallways or stairwells. Failure to report an infestation or cooperate with pest control measures will be deemed a substantial violation of the Lease and grounds for immediate termination.
11. Dispose of all garbage, trash, rubbish, and other waste from the unit in a sanitary and safe manner.
12. Use only in a reasonable manner all electrical, plumbing, heating, ventilating, air-conditioning, elevators and other facilities in the development buildings and common areas.
13. Comply with the PHA's Parking Policies, which are a made a part of these House Rules by reference. Tenant shall park no more than one vehicle per licensed leaseholder in the designated parking areas (up to a maximum of two (2) vehicles for the household). Tenant must park a vehicle in a manner so that it will not obstruct traffic and may not allow any vehicles to remain in the parking area or other part of the housing development when such vehicle is unlicensed or no longer in operating condition. Tenant shall assure that the vehicle(s) on the premises have current license tabs, are insured, and are in compliance with applicable motor vehicle laws and ordinances. At Tenant's expense, the PHA may tow vehicles that are not in compliance with the Lease or the PHA's parking policy.
14. Immediately report to the Management Office any damage or vandalism to the premises.

15. Immediately report to the Maintenance Office any need for repair to the interior or exterior of the dwelling unit and any other area used by Tenant in connection with Tenant's occupancy of the unit.
16. Participate in a training program on housekeeping and home care skills if the PHA decides that the condition of the unit does not meet PHA Housekeeping Standards. Such training will be provided by the PHA.
17. Complete the required Admission Orientation Program no later than thirty (30) days from signing of the Lease. Such program will be provided by the PHA.
18. Comply with any community service or self-sufficiency requirements that may apply to RAD PBRA residents under Federal law and regulations.

B. Tenant shall not:

1. Assign or transfer the Lease or sublease the unit.
2. Provide housing for boarders or lodgers or other unauthorized persons.
3. Allow any person who has been trespassed by the PHA access to the unit, building common areas, or other PHA property. Tenant understands that the PHA has the right to trespass any non-tenant who has engaged in any criminal or drug-related activity (on or off the PHA premises), or who has engaged in other activities that pose a threat to the health or safety of PHA tenants or staff. Tenant further understands that the PHA may trespass any non-tenant who is believed to be residing in the unit as an unauthorized guest or who is otherwise in violation of the PHA's fifteen (15) day guest policy.
4. Disturb other tenants or neighbors. Tenant shall also ensure that guests, visitors, or other persons under control of Tenant or other household member do not disturb other tenants or neighbors. Persons who are permitted access to the unit or otherwise allowed to remain in the unit by Tenant or other household member are considered to be under the control of Tenant.
5. Scatter rubbish, or damage, destroy, deface or remove any part of the dwelling unit or premises, intentionally or unintentionally. Tenant must also prevent such action by guests, visitors or other persons under control of household members.
6. Store an excessive amount of items, clutter or fire hazards in the dwelling unit or on the premises in violation of any fire code or PHA Housekeeping Standards. Tenant may not obstruct an entryway, hallway, walkway, doorway, bathroom, shower, bathtub, sink, appliance, heating source, circuit breaker, window or smoke detector. Tenant further agrees not to disconnect, interfere with, cover, or remove smoke detectors, fire extinguishers, or carbon monoxide detectors. Tenant may not use the stove or oven to heat the unit.
7. Engage in any activity, including criminal activity that the PHA determines threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or PHA employees. Tenant shall assure that no member of Tenant's household, or any guest or other person under Tenant's control engages in any such activity.
 - a. Criminal activity is defined as follows: Criminal activity includes, but is not limited to, conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under state or federal law and local ordinances. The conduct need not be reported to a law enforcement agency, and need not result in an arrest or prosecution. For purposes of the housing program, such conduct includes, but is

- not limited to, possession, use, or sale of a small amount of marijuana, any other petty misdemeanor, and acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Lease or these House Rules.
- b. Prohibited activities also include, but are not limited to, causing excessive noise; using threatening, abusive, or inappropriate language towards other tenants or PHA staff; loitering; or participating in activities resulting in police intervention.
8. Engage in drug-related criminal activity on or off the premises. Tenant shall assure that no member of Tenant's household or guest or other person under Tenant's control engages in drug-related criminal activity on or off the premises.
 - a. Drug-related criminal activity is defined as follows: Drug-related criminal activity means the illegal manufacture, possession, sale, distribution, or use of a drug, as prohibited by State *or* Federal statute, law, or regulation.
 - b. Drug means a controlled substance as defined by State *or* Federal statute, law, or regulation.
 9. Engage in abuse or demonstrate a pattern of abuse of alcohol that the PHA determines affects the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or PHA employees. Tenant shall assure that no guest or other person under Tenant's control engages in such abuse or pattern of abuse.
 10. Commit any fraud in connection with any Federal or State housing assistance program.
 11. Make any repairs or changes or modifications to the unit or equipment provided by the PHA, or install any permanently attached carpet or any equipment, including, but not limited to, door locks, without the written approval of the PHA. Installation of satellite dishes, cable wiring, antennas or other reception devices shall only be permitted in accordance with rules adopted by the PHA, which are made a part of these House Rules by reference.
 12. Interfere with or refuse to cooperate with PHA employees or contractors in the performance of their duties.
 13. Have any fowl, snakes or other animals on the premises, except small caged birds, fish in aquariums, or small caged animals that will be kept indoors, in accordance with the PHA's Pet Policy.
 14. Create (by act or omission) or permit to exist any condition on the premises which results in a risk to the personal health or safety of any person or damage to property.
 15. Engage in, or allow members of the household, guests, or another person under the Tenant's control to engage in, any activity, including criminal activity, which impairs the physical or social environment of the premises, the neighborhood, or the development.
 16. Smoke, or allow Tenant's guests, visitors or other persons under Tenant's control to smoke in the dwelling unit or on PHA property. Smoking is prohibited in all public housing units and interior areas (including, but not limited to, balconies, hallways, management offices, community centers, daycare centers, laundry areas, and similar facilities), as well as in outdoor areas within 25 feet of PHA buildings or adjacent outdoor common spaces. Smoking includes the use of anything that involves the ignition and burning of tobacco leaves, including, but not limited to, cigarettes, cigars, pipes, and waterpipes (hookahs).

6. TENANT HOUSEKEEPING, MAINTENANCE, AND WORK ORDER REQUESTS

A. Damage & Repair

1. Tenant agrees to notify the PHA promptly if repair work is needed in the apartment and of any unsafe condition in common areas or grounds which may lead to further damage or injury.
2. Tenant will allow the PHA or its contractors to enter the unit to make needed repairs.
3. Whenever damage is caused by the actions of Tenant, household members, guests, or Tenant's personal property, Tenant shall be responsible for paying:
 - a. The cost of all repairs within thirty (30) days after receipt of the PHA's demand for the repair charges; and
 - b. Rent for the period the unit is damaged whether or not the unit is habitable. Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, *Tenant agrees to pay the HUD-approved market rent* rather than the Tenant rent otherwise specified in the Lease.

B. Cleaning/Housekeeping

1. Tenant shall keep the unit and surrounding area clean and free of litter and debris.
2. Tenant shall maintain the unit in accordance with PHA Housekeeping Standards and applicable federal, state, and local codes, ordinances, laws, and regulations regarding housing, health, sanitation, safety, and fire.
3. Tenant shall not leave personal property in hallways, stairwells, or other common areas. Any personal property left in common areas will be considered abandoned and disposed of accordingly.
4. If Tenant fails to maintain the unit in accordance with Housekeeping Standards, pest control instructions, or other applicable requirements after receiving reasonable notice from Management to do so, PHA staff may clean and/or remove items, prepare Tenant's unit for a schedule pest control treatment, or otherwise perform these housekeeping responsibilities. If PHA staff performs any of these tasks after Tenant fails to do so, Tenant shall be charged for the cost of such work according to the current schedule of maintenance charges as posted in the Management Office.

C. Common Areas and Yard Care

Tenants shall maintain walkways, stairs, landings, hallways, grounds, lawns, patios and landscaping adjacent to the unit, including regular mowing and snow removal. If after notification from the PHA for corrective action, Tenant neglects to maintain the areas assigned, the PHA shall have the work completed at Tenant's expense.

D. Keys/Lockouts

If Tenant is locked out of the unit after office hours, Tenant will need to wait until the next business day to arrange for apartment entry. Tenant shall be responsible for paying for replacement keys and/or other costs associated with a lockout call in accordance with the current schedule of maintenance charges as posted in the Management Office.

7. INSPECTION AND ACCESS

A. Move-In Inspection

Before signing the Lease, the PHA and Tenant will inspect the unit. The Inspection Report, signed by the PHA and Tenant, will state the condition of the unit and note any equipment or appliances in the unit provided by the PHA. The PHA will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in Tenant's file and can be provided to Tenant upon request.

B. Move-Out Inspection

When Tenant moves out, the PHA will inspect the unit and furnish Tenant with a written statement of damages for which Tenant is responsible. Management will give Tenant the opportunity to be present at this inspection by giving Tenant written notice, within a reasonable time, of the time and date of the inspection. No notice will be provided if Tenant vacates without notice to Management. Any damages assessed will be charged to Tenant's move-out account statement.

C. Other Inspections and Access

PHA staff and contractors may enter Tenant's unit as follows:

1. The PHA will provide Tenant with two (2) days written notice stating the purpose of entry into the unit, except that the PHA will provide Tenant with reasonable notice (written or oral) when it is necessary to enter the unit for making improvements or repairs. The PHA's entry will be between the hours of 8:00 a.m. and 4:30 p.m. for the purposes of performing routine inspections and maintenance, including pest control operations, for making improvements or repairs, or to show the premises for re-rental.
2. The PHA may enter the unit at any time without prior notice to Tenant when there is a reasonable cause to believe an emergency exists.
3. If all adult members of the household are absent at the time of entry, the PHA will leave a written statement in the unit specifying the date, time and purpose of entry.
4. During any entry permitted by this section, the PHA may take pictures to show damage to PHA property, unsafe conditions, the presence of illegal drugs or other evidence of criminal activity, or housekeeping violations.
5. Tenant's failure to allow access, interference with the PHA's right to enter, or any other noncompliance with this section shall be grounds for termination of tenancy.

8. PET POLICY

Dogs and cats are generally not permitted as pets in any PHA Family Development properties. Small caged birds, fish in aquariums, small caged animals, or any other allowed pets must be kept indoors and otherwise in accordance with the PHA's Pet Policy. The PHA's Pet Policy does not pertain to animals that assist, support, or provide service to resident's with disabilities. However, rules for service animal approval, registration, maintenance, behavior, and sanitary requirements are outlined in the PHA's Pet Policy.

9. TERMINATION OF THE LEASE

A. Termination by Tenant

Tenant may terminate the Lease at any time upon 30-days' written notice to the PHA.

B. Grounds for Termination by the PHA

The PHA may terminate the Lease for the following reasons:

1. Tenant's material noncompliance with the terms of the Lease. The term *material noncompliance with the lease* includes, but is not limited to:
 - a. One or more substantial violations of the Lease;
 - b. Repeated minor violations of the Lease;
 - c. Failure of Tenant to timely supply all required information on household income, composition, or other eligibility factors;
 - d. Nonpayment of rent or any other financial obligations due under the Lease beyond applicable due dates and grace periods;
 - e. Extended absence or abandonment of the unit as defined by these House Rules, or in state or local law;
 - f. Knowingly providing inaccurate or incomplete information (or failing to timely provide required information) in connection with the housing program
2. Tenant's material failure to carry out obligations under Minnesota's Landlord/Tenant Act;
3. Drug-related or other criminal activity, which includes, but is not limited to:
 - a. Drug-related criminal activity engaged in on or near the premises, by Tenant, Tenant's household member, or guest, and any such activity engaged in on the premises by any other person under Tenant's control;
 - b. Determination made by the PHA that a household member is illegally using a drug;
 - c. Determination made by the PHA that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA staff;
 - d. Criminal activity by Tenant, any member of Tenant's household, a guest or another person under Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA staff) or by persons residing in the immediate vicinity of the premises.
 - e. If Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony (or high misdemeanor) under the laws of the place from which the individual flees;
 - f. If Tenant is violating a condition of probation or parole under Federal or State law;
 - g. Determination made by the PHA that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - h. If the PHA determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control has engaged in the criminal activity, regardless of whether Tenant, any member of Tenant's household, a guest or another person under Tenant's control has been arrested or convicted for such activity.
4. Other good cause, which includes, but is not limited to:
 - a. Failure to comply with any of the terms of these House Rules;

- b. Refusal to accept changes to the Lease;
- c. Tenant is no longer physically and/or mentally able to comply with the provisions of the Lease, and if alternate arrangements are not made for someone to assist Tenant in complying with the Lease.

C. Domestic Violence, Dating Violence, Stalking

- 1. The PHA will not terminate or refuse to renew Tenant's Lease and will not evict Tenant or a member of Tenant's household from the dwelling unit if Tenant or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking," as those terms are defined by applicable laws and PHA policies.
- 2. Pursuant to Federal law, the PHA may bifurcate Tenant's Lease in order to evict, remove, or terminate the assistance to any person who is a Tenant or a lawful occupant under the Lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is a lawful occupant under Tenant's Lease.
- 3. Nothing in this section shall prohibit the PHA from terminating Tenant's Lease where it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located.
- 4. Nothing in this section shall prohibit the PHA from terminating Tenant's Lease and evicting Tenant based on a violation of the Lease not involving domestic violence, dating violence, or stalking against Tenant or household member.

D. If Tenant transfers to another unit operated by the PHA, the Lease will terminate and a new lease will be executed for the unit into which Tenant moves. However, the signing of a new lease does not remove or eradicate prior or existing lease violations and the PHA retains the right to terminate the new lease for violations of a previous lease.

E. If Tenant continues to occupy the dwelling unit after the termination of the Lease, Tenant agrees to pay the PHA the reasonable value of the use of the premises for the period that the Tenant continues to occupy the unit. The reasonable value for the use of the premises is equivalent to the HUD-approved market rent for such period. However, such payments shall not constitute rent and by accepting such payments the PHA does not waive its right to assert any Lease violations in any legal action.

10. TENANT PROCEDURAL RIGHTS

A. Termination Notification

HUD is incorporating additional termination notification requirements to comply with Section 6 of the United States Housing Act of 1937 (42 U.S.C. § 1437d) for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 C.F.R. § 880.607 and the Multifamily HUD Model Lease.

- 1. *Termination of Tenancy and Assistance.* The termination procedure for RAD conversions to PBRA will additionally require that the PHA provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
 - (i) If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - (ii) In the event of any drug-related or violent criminal activity or any felony conviction.
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. *Termination of Assistance.* In all other cases, the requirements at 24 C.F.R. § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

B. Grievance Process

1. In addition to program rules that require that tenants are given notice of covered actions under 24 C.F.R. Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating tenant procedural rights to comply with the requirements of Section 6 of the United States Housing Act of 1937 (42 U.S.C. § 1437d). RAD PBRA will require that:
 - a. Tenants will be provided with notice of the specific grounds of the PHA's proposed adverse action, as well as their right to an informal hearing with the PHA;
 - b. Tenants will have an opportunity for an informal hearing with an impartial member of the PHA's staff within a reasonable period of time. An "impartial member of the PHA's staff" shall mean any person designated by the PHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision;
 - c. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the PHA as a basis for the adverse action. With reasonable notice to the PHA, prior to the hearing and at Tenant's own cost, Tenant may copy any documents or records related to the proposed adverse action; and
 - d. The PHA will provide Tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA relied on as the basis for the adverse action.
2. The PHA will be bound by decisions from these hearings, except if:
 - a. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
 - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the PHA determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

11. NOTICES

- A.** Any notice to Tenant from the PHA will be in writing either:
 - 1. Delivered personally and handed to Tenant or another member of Tenant's household who is an adult; or
 - 2. Be sent by prepaid first class mail properly addressed.
- B.** If the notice is delivered to a person other than Tenant, the PHA will also mail a copy of the notice to Tenant.
- C.** Any notice that Tenant gives to the PHA must be in writing and either personally delivered to a PHA Management employee at the assigned Management Office or PHA Central Administrative Office, or be properly addressed and sent by first class mail.

12. TENANT ORGANIZATIONS

Residents have the right to establish and operate a tenant organization for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A tenant organization is considered legitimate if it has been established by the residents of a multifamily housing project covered under Section 245.110 for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate tenant organization includes "organizing committees" newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions. Any activities conducted at the behest of the tenant organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings, and activities must be available to all residents who wish to participate, regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity, or marital status.

13. EXTENDED ABSENCE AND ABANDONMENT OF PROPERTY

A. Extended Absence

- 1. Tenant shall promptly notify the PHA in writing when the family (or any family member) is away from the unit for an extended period of time.
- 2. If all members of the household are out of the unit for a period of more than 180 consecutive days for any reason, the Lease may be terminated.
- 3. Tenants who are temporarily absent for any reason and for any length of time must remain in compliance with all terms and conditions of the Lease and these House Rules during such absence.

B. Abandonment

If Tenant is absent from the unit for fourteen (14) consecutive days and rent is owed, the PHA has the right to consider that Tenant has abandoned the unit. Any of Tenant's personal property remaining in the unit will be considered abandoned and may be disposed of by the PHA in accordance with Minnesota law.

14. TENANT SELECTION PLAN & OCCUPANCY POLICIES

The Tenant Selection Plan referred to in the Lease and these House Rules are the policies as approved and amended by the PHA's Board of Commissioners and are made a part of the Lease and these House Rules by reference. A copy of the Tenant Selection Plan and

amendments is posted online and in the Management Office and may be examined at any time during business hours.

15. CHANGES TO THESE RULES

The PHA reserves the right to make such other reasonable rules which may from time to time be needed for the safety, care, and cleanliness of the premises and/or preservation of good order therein.

16. RECEIPT OF LEASE, HOUSE RULES, AND OTHER DOCUMENTS BY TENANT

Tenant has received executed copies of the Lease, these House Rules, and the Grievance Procedure. Tenant has also been informed about the Tenant Selection Plan, the Hi-Rise/Family Handbooks, and other documents referenced under the Lease and these House Rules, and Tenant understands how they all apply to Tenant's tenancy.

By signing below, Tenant acknowledges receiving and reading these Family Site House Rules and agrees to abide by them. Tenant understands that violating any of these rules or the policies referenced herein shall constitute a violation of the Lease and grounds for termination of tenancy.

**PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

TENANT(S)

Date

Date

Housing Manager

Tenant (Head of Household)

Tenant

Tenant

Tenant

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
HI-RISE HOUSE RULES**

The following House Rules have been established for all Public Housing Agency of the City of Saint Paul (PHA) Hi-Rise properties being converted to the Rental Assistance Demonstration (RAD) Project-Based Rental Assistance (PBRA) program. These House Rules are in addition to the requirements of the Multifamily HUD Model Lease (“Lease”) and any addenda to the Lease. Violations of these House Rules will be considered a serious violation of the Lease and shall be good cause for termination.

1. MEMBERS OF HOUSEHOLD

Only the following persons may reside in the dwelling unit with the named Tenant:

Name	Relationship	Gender	Date of Birth

The Tenant's household has the right to the exclusive use and occupancy of the unit, for use as the principal place of residence for Tenant’s household. This right includes having guests stay in the unit up to fifteen (15) days for each guest in a rolling twelve-month period, continuous or sporadic. Upon a showing of special circumstances or need, the PHA may extend this period for a reasonable additional time, not to exceed thirty (30) days. This limitation does not apply to live-in aides and foster children who may reside in the unit with the consent of the PHA.

2. RENT AND OTHER PAYMENTS

A. Rental Payments

1. Tenant understands that all rent payments, including minimum rent, are due on the first (1st) day of the month. Rent that is received by the PHA after the fifth (5th) day of the month is considered late. If Tenant does not pay the full amount of the rent owed by the end of the 5th day of the month it is due, the PHA may collect a fee of \$5 on the 6th day of the month. Thereafter, the PHA may collect \$1 for each additional day the rent remains unpaid during the month it is due. A \$20.00 fee will also be charged on the second or any additional time a check is returned for non-sufficient funds (NSF) or account closed.
2. Tenant understands that paying rent late four (4) or more times in a twelve-month period may lead to termination of the Lease. Tenant further understands that rent is considered paid when the PHA receives the payment.
3. If Tenant wants to end the Lease, Tenant must comply with all applicable notice provisions and continue to pay rent for at least thirty (30) days after Tenant has given written notice to Management of an intent to vacate. For any days after thirty (30)

- days, rent will be based on the monthly rate divided and charged on a daily basis. If Tenant wants to end this Lease but fails to give the PHA a written notice, rent will be charged for thirty (30) days from the day the PHA learns that Tenant has moved.
4. Acceptance of rent with knowledge of good cause for termination of the Lease shall not constitute a waiver of the PHA's right to terminate the Lease on the basis of such good cause nor of the PHA's right to assert such good cause in any legal action.

B. Security Deposit

The PHA requires tenants to pay security deposits at or before lease signing. The amount of security deposit is equal to the greater amount of \$50.00 or Tenant's monthly Total Tenant Payment (TTP) at move-in. The security deposit will be held by the PHA in accordance with the Lease, Tenant Selection Plan, Minnesota law, and federal regulations.

C. Other Charges Due

Tenant is responsible for paying charges for, but not limited to, maintenance and repair costs, late rent payment fees, retroactive rent (overpaid assistance), fees for returned checks, legally allowable court costs, and other charges in accordance with the current schedule of charges posted in the Management Office. Payment must be made to the PHA within fourteen (14) days after the PHA gives written notice of the charges to Tenant.

3. PAYMENT OF UTILITIES

A. By the PHA

The PHA will pay the ordinary cost of water, garbage (trash) collection, sewer service, gas, electricity, and heat; and will provide a range (stove) and refrigerator for the unit. Tenant may be charged for any additional fees or costs incurred by the PHA as a result of Tenant's excess use or consumption of these utilities.

B. By Tenant

Tenant must notify the PHA and obtain approval before installing a room air conditioner, food freezer, or other major electrical appliance.

4. UNIT ASSIGNMENT & TRANSFER

A. Unit Assignment and Change of Unit

Tenants shall be assigned to units in accordance with the PHA's Occupancy Standards in the Tenant Selection Plan.

B. Mandatory Transfers

1. Types of Mandatory Transfers. Tenant will be required to move to another unit that is decent, safe, and sanitary and is of an appropriate size under the PHA's Occupancy Standards under the following circumstances:
 - a. *Occupancy Transfer*. Tenant may be required to move if the PHA determines that Tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size; or

- b. *Need for Accessible Unit.* Tenant may be required to move if the PHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit modified for a person(s) with disabilities and is being occupied by a household that does not include a person(s) with disabilities; or
 - c. *Maintenance Transfer.* Tenant may be required to move if the PHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
2. If the current unit is habitable, Tenant must move to the new unit within thirty (30) days after the PHA notifies Tenant of the new unit's availability. If Tenant fails to move, Tenant shall remain in the current unit and pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
 3. If/when Tenant's current unit is uninhabitable, or if substantial repair or modernization work is otherwise required, Tenant must move to a new unit immediately upon the PHA's request. If Tenant, a member of Tenant's household, a guest, or other person under Tenant's control caused the uninhabitable condition of the unit, Tenant shall pay all moving expenses and the cost of repair to the unit.
 4. Number of Transfer Offers. Tenants subject to mandatory transfer will generally receive two (2) offers of alternative of housing unless the circumstances surrounding the transfer reasonably require a single unit offer. If Tenant rejects the first unit offer, Tenant must accept the second offer. Tenant's refusal to accept a second unit offer (or Tenant's refusal to accept the first offer in cases where only a single unit is offered) will result in Tenant being responsible for HUD-approved market rent for the unit and/or termination of the lease, depending on the nature of the mandatory transfer.

C. Voluntary Transfers

1. Transfer Eligibility. Tenants must generally be in good standing with the PHA to be eligible for a transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor housekeeping and nonpayment of rent or other charges.
2. Types of Voluntary Transfers. Tenant may request transfer to a different PBRA unit in the following circumstances:
 - a. *Discretionary Occupancy Transfer.* Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for Tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families will receive notice if they are eligible for transfer to a larger unit and must timely respond to such notice confirming their desire to transfer.
 - b. *Reasonable Accommodation Transfer.* Tenants may request a transfer to another PBRA unit as a reasonable accommodation for a handicap or disability. The need for transfer and its relationship to a disability must be verified by a healthcare professional familiar with the resident's condition. The transfer request must be

reviewed and approved by the PHA in accordance with the requirements governing requests for reasonable accommodations.

- c. *VAWA Transfer*. In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if Tenant remains within the same unit.
 - d. *Special Program Transfer*. Tenant may request a transfer to a different PBRA unit as necessary to facilitate moving into or out of a special PHA program that provides services at a particular PBRA unit or building. Such special programs include, but are not limited to, Congregate Housing Services Program (CHSP), Assisted Living Program (ALP), and Accessible Space Program (ASI).
 - e. *Tenant-Initiated Transfer*. A tenant in good standing may request transfer to a different PBRA unit for any one of the following reasons:
 - (i) To support current employment;
 - (ii) To support current education; or
 - (iii) To support a current health-related issue or preference (subject to verification from a healthcare professional documenting the health-related preference for the requested PBRA unit or location).
3. Number of Transfer Offers. Tenants approved for any type of voluntary transfer will receive only one (1) offer of alternative housing. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request and removal from further consideration for a voluntary transfer in the future.

D. Transfer to a new unit under any circumstance does not remove, eliminate, or otherwise excuse prior or existing Lease violations and the PHA retains the right to terminate the new lease for violations that occurred while Tenant occupied the previous unit.

5. OBLIGATIONS OF TENANTS, MEMBERS OF HOUSEHOLD, AND GUESTS

Tenant agrees to obey the following rules. Tenant is also responsible for causing members of the household, guests, and other persons under Tenant's control to obey the following rules:

A. Tenant shall:

1. Pay rent on the first (1st) day of the month.
2. Meet with PHA staff at any reasonable time and place as the PHA requests and after reasonable notice, in order to discuss any matter affecting the Lease or Tenant's tenancy.
3. Pay reasonable charges, in accordance with the current schedule of charges posted in the Management Office, for the repair of damages beyond normal wear and tear to the unit, development buildings, facilities, or common areas, caused by the action (or inaction) of Tenant, members of the household, or guests.
4. Use the unit solely as a private place to live and principal residence for Tenant and members of Tenant's household as identified in Section 1, and not use the unit or permit its use for any other purpose.
5. Promptly notify the PHA in writing if any family member no longer lives in the unit or otherwise establishes a principal place of residence elsewhere.

6. Obtain the consent of the PHA before members of the household engage in profit making activities in the dwelling unit. The PHA must also decide whether such activities are legal and incidental to the primary use of the leased unit for residence by members of the household. Even if certain profit-making activities are approved, the PHA shall not be responsible for making any modifications or alterations to the unit in connection with those activities.
7. Obey the written regulations, including, but not limited to, the requirements contained in the Hi-Rise Handbook, which are posted in the Management Office. These rules, policies, and regulations are made a part of these House Rules by reference.
8. Comply with all applicable federal, state, and local codes, ordinances, laws and regulations including but not limited to those relating to building, housing, health, sanitation, safety, and fire.
9. Keep the unit in a clean and safe condition. Tenant shall maintain the unit in accordance with the PHA's Housekeeping Standards and shall allow PHA to conduct housekeeping inspections. The PHA's Housekeeping Standards are made a part of these House Rules by reference.
10. Prepare the unit and otherwise comply with PHA employee or contractor instructions to facilitate pest treatment. Tenants shall immediately report any signs of pest infestation to the PHA and fully cooperate with the PHA in its attempts to treat any infestation. Tenant shall not place infested furniture or other items in common areas such as hallways or stairwells. Failure to report an infestation or cooperate with pest control measures will be deemed a substantial violation of the Lease and grounds for immediate termination.
11. Dispose of all garbage, trash, rubbish, and other waste from the unit in a sanitary and safe manner.
12. Use only in a reasonable manner all electrical, plumbing, heating, ventilating, air-conditioning, elevators and other facilities in the development buildings and common areas.
13. Comply with the PHA's Parking Policy, which are made a part of these House Rules by reference. Tenant shall park no more than one vehicle per licensed leaseholder in the designated parking areas (up to a maximum of two (2) vehicles for the household). Tenant must park a vehicle in a manner so that it will not obstruct traffic and may not allow any vehicles to remain in the parking area or other part of the housing development when such vehicle is unlicensed or no longer in operating condition. Tenant shall assure that the vehicle(s) on the premises have current license tabs, are insured, and are in compliance with applicable motor vehicle laws and ordinances. At Tenant's expense, the PHA may tow vehicles that are not in compliance with the Lease or the PHA's Parking Policy.
14. Immediately report to the Management Office any damage or vandalism to the premises.
15. Immediately report to the Maintenance Office any need for repair to the interior or exterior of the dwelling unit and any other area used by Tenant in connection with Tenant's occupancy of the unit.
16. Complete the required Admission Orientation Program no later than thirty (30) days from signing of the Lease. Such program will be provided by the PHA.

17. Comply with any community service or self-sufficiency requirements that may apply to RAD PBRA residents under Federal law and regulations.

B. Tenant shall not:

1. Assign or transfer the Lease or sublease the unit.
2. Provide housing for boarders or lodgers or other unauthorized persons.
3. Allow any person who has been trespassed by the PHA access to the unit, building common areas, or other PHA property. Tenant understands that the PHA has the right to trespass any non-tenant who has engaged in any criminal or drug-related activity (on or off the PHA premises), or who has engaged in other activities that pose a threat to the health or safety of PHA tenants or staff. Tenant further understands that the PHA may trespass any non-tenant who is believed to be residing in the unit as an unauthorized guest or who is otherwise in violation of the PHA's fifteen (15) day guest policy.
4. Disturb other tenants or neighbors. Tenant shall also ensure that guests, visitors, or other persons under control of Tenant or other household member do not disturb other tenants or neighbors. Persons who are permitted access to the unit or otherwise allowed to remain in the unit by Tenant or other household member are considered to be under the control of Tenant.
5. Scatter rubbish, or damage, destroy, deface or remove any part of the dwelling unit or premises, intentionally or unintentionally. Tenant must also prevent such action by guests, visitors or other persons under control of household members.
6. Store an excessive amount of items, clutter or fire hazards in the dwelling unit or on the premises in violation of any fire code or PHA Housekeeping Standards. Tenant may not obstruct an entryway, hallway, walkway, doorway, bathroom, shower, bathtub, sink, appliance, heating source, circuit breaker, window or smoke detector. Tenant further agrees not to disconnect, interfere with, cover, or remove smoke detectors, fire extinguishers, or carbon monoxide detectors. Tenant may not use the stove or oven to heat the unit.
7. Engage in any activity, including criminal activity that the PHA determines threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or PHA employees. Tenant shall assure that no member of Tenant's household, or any guest or other person under Tenant's control engages in any such activity.
 - a. Criminal activity is defined as follows: Criminal activity includes, but is not limited to, conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under state or federal law and local ordinances. The conduct need not be reported to a law enforcement agency, and need not result in an arrest or prosecution. For purposes of the housing program, such conduct includes, but is not limited to, possession, use, or sale of a small amount of marijuana, any other petty misdemeanor, and acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Lease or these House Rules.
 - b. Prohibited activities also include, but are not limited to, causing excessive noise; using threatening, abusive, or inappropriate language towards other tenants or PHA staff; loitering; or participating in activities resulting in police intervention.

8. Engage in drug-related criminal activity on or off the premises. Tenant shall assure that no member of Tenant's household or guest or other person under Tenant's control engages in drug-related criminal activity on or off the premises.
 - a. Drug-related criminal activity is defined as follows: Drug-related criminal activity means the illegal manufacture, possession, sale, distribution, or use of a drug, as prohibited by State *or* Federal statute, law, or regulation.
 - b. Drug means a controlled substance as defined by State *or* Federal statute, law, or regulation.
9. Engage in abuse or demonstrate a pattern of abuse of alcohol that the PHA determines affects the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or PHA employees. Tenant shall assure that no guest or other person under Tenant's control engages in such abuse or pattern of abuse.
10. Commit any fraud in connection with any Federal or State housing assistance program.
11. Make any repairs or changes or modifications to the unit or equipment provided by the PHA, or install any permanently attached carpet or any equipment, including, but not limited to, door locks, without the written approval of the PHA. Installation of satellite dishes, cable wiring, antennas or other reception devices shall only be permitted in accordance with rules adopted by the PHA, which are made a part of these House Rules by reference.
12. Interfere with or refuse to cooperate with PHA employees or contractors in the performance of their duties.
13. Have any fowl, snakes or other animals on the premises, except small caged birds, fish in aquariums, small caged animals that will be kept indoors or a dog or cat as approved by the PHA and in accordance with the PHA's Pet Policy.
14. Create (by act or omission) or permit to exist any condition on the premises which results in a risk to the personal health or safety of any person or damage to property.
15. Engage in, or allow members of the household, guests, or another person under the Tenant's control to engage in, any activity, including criminal activity, which impairs the physical or social environment of the premises, the neighborhood, or the development.
16. Smoke, or allow Tenant's guests, visitors or other persons under Tenant's control to smoke in the dwelling unit or on PHA property. Smoking is prohibited in all public housing units and interior areas (including, but not limited to, balconies, hallways, management offices, community centers, daycare centers, laundry areas, and similar facilities), as well as in outdoor areas within 25 feet of PHA buildings or adjacent outdoor common spaces. Smoking includes the use of anything that involves the ignition and burning of tobacco leaves, including, but not limited to, cigarettes, cigars, pipes, and waterpipes (hookahs).

6. TENANT HOUSEKEEPING, MAINTENANCE, AND WORK ORDER REQUESTS

A. Damage & Repair

1. Tenant agrees to notify the PHA promptly if repair work is needed in the apartment and of any unsafe condition in common areas or grounds which may lead to further damage or injury.
2. Tenant will allow the PHA or its contractors to enter the unit to make needed repairs.

3. Whenever damage is caused by the actions of Tenant, household members, guests, or Tenant's personal property, Tenant shall be responsible for paying:
 - a. The cost of all repairs within thirty (30) days after receipt of the PHA's demand for the repair charges; and
 - b. Rent for the period the unit is damaged whether or not the unit is habitable. Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, *Tenant agrees to pay the HUD-approved market rent* rather than the Tenant rent otherwise specified in the Lease.

B. Cleaning/Housekeeping

1. Tenant shall keep the unit and surrounding area clean and free of litter and debris.
2. Tenant shall maintain the unit in accordance with PHA Housekeeping Standards and applicable federal, state, and local codes, ordinances, laws, and regulations regarding housing, health, sanitation, safety, and fire.
3. Tenant shall not leave personal property in hallways, stairwells, or other common areas. Any personal property left in common areas will be considered abandoned and disposed of accordingly.
4. If Tenant fails to maintain the unit in accordance with Housekeeping Standards, pest control instructions, or other applicable requirements after receiving reasonable notice from Management to do so, PHA staff may clean and/or remove items, prepare Tenant's unit for a scheduled pest control treatment, or otherwise perform these housekeeping responsibilities. If PHA staff performs any of these tasks after Tenant fails to do so, Tenant shall be charged for the cost of such work according to the current schedule of maintenance charges as posted in the Management Office.

C. Keys/Lockouts

If Tenant is locked out of the unit after office hours, Tenant may place an emergency work order for a replacement key by contacting the emergency maintenance phone number. Tenant shall be responsible for paying for replacement keys and/or other costs associated with a lockout call, including additional costs for an emergency or after-hours call, in accordance with the current schedule of maintenance charges as posted in the Management Office.

7. INSPECTION AND ACCESS

A. Move-In Inspection

Before signing the Lease, the PHA and Tenant will inspect the unit. The Inspection Report, signed by the PHA and Tenant, will state the condition of the unit and note any equipment or appliances in the unit provided by the PHA. The PHA will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in Tenant's file and can be provided to Tenant upon request.

B. Move-Out Inspection

When Tenant moves out, the PHA will inspect the unit and furnish Tenant with a written statement of damages for which Tenant is responsible. Management will give Tenant the opportunity to be present at this inspection by giving Tenant written notice, within a

reasonable time, of the time and date of the inspection. No notice will be provided if Tenant vacates without notice to Management. Any damages assessed will be charged to Tenant's move-out account statement.

C. Other Inspections and Access

PHA staff and contractors may enter Tenant's unit as follows:

1. The PHA will provide Tenant with two (2) days written notice stating the purpose of entry into the unit, except that the PHA will provide Tenant with reasonable notice (written or oral) when it is necessary to enter the unit for making improvements or repairs. The PHA's entry will be between the hours of 8:00 a.m. and 4:30 p.m. for the purposes of performing routine inspections and maintenance, including pest control operations, for making improvements or repairs, or to show the premises for re-rental.
2. The PHA may enter the unit at any time without prior notice to Tenant when there is a reasonable cause to believe an emergency exists.
3. If all adult members of the household are absent at the time of entry, the PHA will leave a written statement in the unit specifying the date, time and purpose of entry.
4. During any entry permitted by this section, the PHA may take pictures to show damage to PHA property, unsafe conditions, the presence of illegal drugs or other evidence of criminal activity, or housekeeping violations.
5. Tenant's failure to allow access, interference with the PHA's right to enter, or any other noncompliance with this section shall be grounds for termination of tenancy.

8. PET POLICY AND DEPOSIT

- A. Tenant agrees to abide by all terms and conditions of the PHA's Pet Policy, which will be furnished to Tenant by the PHA. Failure to abide by the Pet Policy is grounds for termination.
- B. Except as provided in subsection D below, Tenant shall be allowed to keep as a pet one cat or one dog that weighs no more than 25 pounds, or keep such other pet as is allowed by the PHA's Pet Policy. Tenant agrees to register the pet with the PHA *before* bringing the pet into the dwelling unit.
- C. Tenant shall pay a pet deposit to the PHA in accordance with the PHA's Pet Policy. The PHA will hold the pet deposit until Tenant moves out or no longer owns or keeps a pet in the unit. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the dwelling unit. Amounts necessary to repair such damage will be deducted from the pet deposit.
- D. **EXCEPTIONS:** Dogs are not permitted at Mt. Airy, Dunedin, Wabasha, and Exchange hi-rises.
- E. The PHA's Pet Policy does not pertain to animals that assist, support, or provide service to residents with disabilities. However, rules for service animal approval, registration, maintenance, behavior, and sanitary requirements are outlined in the PHA's Pet Policy.

9. TERMINATION OF THE LEASE

A. Termination by Tenant

Tenant may terminate the Lease at any time upon 30-days' written notice to the PHA.

B. Grounds for Termination by the PHA

The PHA may terminate the Lease for the following reasons:

1. Tenant's material noncompliance with the terms of the Lease. The term *material noncompliance with the lease* includes, but is not limited to:
 - a. One or more substantial violations of the Lease;
 - b. Repeated minor violations of the Lease;
 - c. Failure of Tenant to timely supply all required information on household income, composition, or other eligibility factors;
 - d. Nonpayment of rent or any other financial obligations due under the Lease or these House Rules beyond applicable due dates and grace periods;
 - e. Extended absence or abandonment of the unit as defined by these House Rules, or in state or local law;
 - f. Knowingly providing inaccurate or incomplete information (or failing to timely provide required information) in connection with the housing program
2. Tenant's material failure to carry out obligations under Minnesota's Landlord/Tenant Act;
3. Drug-related or other criminal activity, which includes, but is not limited to:
 - a. Drug-related criminal activity engaged in on or near the premises, by Tenant, Tenant's household member, or guest, and any such activity engaged in on the premises by any other person under Tenant's control;
 - b. Determination made by the PHA that a household member is illegally using a drug;
 - c. Determination made by the PHA that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA staff;
 - d. Criminal activity by Tenant, any member of Tenant's household, a guest or another person under Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA staff) or by persons residing in the immediate vicinity of the premises.
 - e. If Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony (or high misdemeanor) under the laws of the place from which the individual flees;
 - f. If Tenant is violating a condition of probation or parole under Federal or State law;
 - g. Determination made by the PHA that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - h. If the PHA determines that Tenant, any member of Tenant's household, a guest or another person under Tenant's control has engaged in the criminal activity, regardless of whether Tenant, any member of Tenant's household, a guest or another person under Tenant's control has been arrested or convicted for such activity.
4. Other good cause, which includes, but is not limited to:
 - a. Failure to comply with any of the terms of these House Rules;
 - b. Refusal to accept changes to the Lease;

- c. Tenant is no longer physically and/or mentally able to comply with the provisions of the Lease, and if alternate arrangements are not made for someone to assist Tenant in complying with the Lease.

C. Domestic Violence, Dating Violence, Stalking

1. The PHA will not terminate or refuse to renew Tenant's Lease and will not evict Tenant or a member of Tenant's household from the dwelling unit if Tenant or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking," as those terms are defined by applicable laws and PHA policies.
2. Pursuant to Federal law, the PHA may bifurcate Tenant's Lease in order to evict, remove, or terminate the assistance to any person who is a Tenant or a lawful occupant under the Lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is a lawful occupant under Tenant's Lease.
3. Nothing in this section shall prohibit the PHA from terminating Tenant's Lease where it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located.
4. Nothing in this section shall prohibit the PHA from terminating Tenant's Lease and evicting Tenant based on a violation of the Lease not involving domestic violence, dating violence, or stalking against Tenant or household member.

D. If Tenant transfers to another unit operated by the PHA, the Lease will terminate and a new lease will be executed for the unit into which Tenant moves. However, the signing of a new lease does not remove or eradicate prior or existing lease violations and the PHA retains the right to terminate the new lease for violations of a previous lease.

E. If Tenant continues to occupy the dwelling unit after the termination of the Lease, Tenant agrees to pay the PHA the reasonable value of the use of the premises for the period that the Tenant continues to occupy the unit. The reasonable value for the use of the premises is equivalent to the HUD-approved market rent for such period. However, such payments shall not constitute rent and by accepting such payments the PHA does not waive its right to assert any Lease violations in any legal action.

10. TENANT PROCEDURAL RIGHTS

A. Termination Notification

HUD is incorporating additional termination notification requirements to comply with Section 6 of the United States Housing Act of 1937 (42 U.S.C. § 1437d) for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 C.F.R. § 880.607 and the Multifamily HUD Model Lease.

1. *Termination of Tenancy and Assistance.* The termination procedure for RAD conversions to PBRA will additionally require that the PHA provide adequate written notice of termination of the lease which shall not be less than:
 - a. A reasonable period of time, but not to exceed 30 days:

- (i) If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - (ii) In the event of any drug-related or violent criminal activity or any felony conviction.
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. *Termination of Assistance.* In all other cases, the requirements at 24 C.F.R. § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

B. Grievance Process

1. In addition to program rules that require that tenants are given notice of covered actions under 24 C.F.R. Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating tenant procedural rights to comply with the requirements of Section 6 of the United States Housing Act of 1937 (42 U.S.C. § 1437d). RAD PBRA will require that:
 - a. Tenants will be provided with notice of the specific grounds of the PHA’s proposed adverse action, as well as their right to an informal hearing with the PHA;
 - b. Tenants will have an opportunity for an informal hearing with an impartial member of the PHA’s staff within a reasonable period of time. An “impartial member of the PHA’s staff” shall mean any person designated by the PHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision;
 - c. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the PHA as a basis for the adverse action. With reasonable notice to the PHA, prior to the hearing and at Tenant’s own cost, Tenant may copy any documents or records related to the proposed adverse action; and
 - d. The PHA will provide Tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA relied on as the basis for the adverse action.
2. The PHA will be bound by decisions from these hearings, except if:
 - a. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
 - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the PHA determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

11. NOTICES

- A. Any notice to Tenant from the PHA will be in writing either:

1. Delivered personally and handed to Tenant or another member of Tenant's household who is an adult; or
 2. Be sent by prepaid first class mail properly addressed.
- B.** If the notice is delivered to a person other than Tenant, the PHA will also mail a copy of the notice to Tenant.
- C.** Any notice that Tenant gives to the PHA must be in writing and either personally delivered to a PHA Management employee at the assigned Management Office or PHA Central Administrative Office, or be properly addressed and sent by first class mail.

12. TENANT ORGANIZATIONS

Residents have the right to establish and operate a tenant organization for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A tenant organization is considered legitimate if it has been established by the residents of a multifamily housing project covered under Section 245.110 for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate tenant organization includes "organizing committees" newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions. Any activities conducted at the behest of the tenant organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings, and activities must be available to all residents who wish to participate, regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity, or marital status.

13. EXTENDED ABSENCE AND ABANDONMENT OF PROPERTY

A. Extended Absence

1. Tenant shall promptly notify the PHA in writing when the family (or any family member) is away from the unit for an extended period of time.
2. If all members of the household are out of the unit for a period of more than 180 consecutive days for any reason, the Lease may be terminated.
3. Tenants who are temporarily absent for any reason and for any length of time must remain in compliance with all terms and conditions of the Lease and these House Rules during such absence.

B. Abandonment

If Tenant is absent from the unit for fourteen (14) consecutive days and rent is owed, the PHA has the right to consider that Tenant has abandoned the unit. Any of Tenant's personal property remaining in the unit will be considered abandoned and may be disposed of by the PHA in accordance with Minnesota law.

14. TENANT SELECTION PLAN & OCCUPANCY POLICIES

The Tenant Selection Plan referred to in the Lease and these House Rules are the policies as approved and amended by the PHA's Board of Commissioners and are made a part of the Lease and these House Rules by reference. A copy of the Tenant Selection Plan and amendments is posted online and in the Management Office and may be examined at any time during business hours.

15. CHANGES TO THESE RULES

The PHA reserves the right to make such other reasonable rules which may from time to time be needed for the safety, care, and cleanliness of the premises and/or preservation of good order therein.

16. RECEIPT OF LEASE, HOUSE RULES, AND OTHER DOCUMENTS BY TENANT

Tenant has received executed copies of the Lease, these House Rules, and the Grievance Procedure. Tenant has also been informed about the Tenant Selection Plan, the Hi-Rise/Family Handbooks, and other documents referenced under the Lease and these House Rules, and Tenant understands how they all apply to Tenant's tenancy.

By signing below, Tenant acknowledges receiving and reading these Hi-Rise House Rules and agrees to abide by them. Tenant understands that violating any of these rules or the policies referenced herein shall constitute a violation of the Lease and grounds for termination of tenancy.

**PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

TENANT(S)

Date

Date

Housing Manager

Tenant (Head of Household)

Tenant

Tenant

Tenant