

**RESIDENTIAL LEASE AGREEMENT  
TERMS AND CONDITIONS  
Housing Authority of the City of Cheyenne  
PART I**

This document is Part I of the Residential Lease Agreement (with both Part I and Part II of the Residential Lease Agreement hereinafter jointly referred to as the "Lease"). The Lease is between the Housing Authority of the City of Cheyenne, also known as the Cheyenne Housing Authority or CHA (hereinafter called "Authority"), and Tenant named in Part II of this Lease (hereinafter called "Tenant").

**I. Description of the Parties and Premises:**

A. The Authority, using data provided by Tenant regarding income, family composition, and needs, leases to Tenant, the property (hereinafter called "Premises" or "dwelling unit") described in Part II of this Lease, subject to the terms and conditions contained in this Lease.

B. Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. Tenant understands that only those persons so listed (or subsequently approved by the Authority in advance and in writing to be added to the list) are allowed to reside in the Premises. **Allowing other persons to live in the Premises without Authority's prior written approval is a serious violation of the material terms of the lease, for which the Authority may terminate the lease. See also Section VI.A. below.**

C. Move-In Inspection: The Authority and Tenant or representative of Tenant shall inspect the dwelling unit prior to occupancy by Tenant. The tenant will complete the move-in inspection form and in writing describe any deficiencies of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Only deficiencies noted on the inspection report which cause the unit to fail the Uniform Physical Condition Standards issued by HUD, as amended, will be corrected by the Authority, at no charge to Tenant.

**II. Term of Lease, Reasonable Accommodation, and Rent**

**A. Term of Lease and Lease Modification**

1.) Unless otherwise modified or terminated, the term of this lease shall be for a period of one-year (12 months) and upon expiration of said term, the lease will be automatically renewed for successive one-year (12 month) terms, unless tenant fails to provide complete Annual Recertification documents within the CHA's required timeframe and as required by federal regulations.

2.) The lease will not be renewed if Tenant has failed to comply with the Authority's requirements for performance of community service as set forth in Authority's policies. Copies of these policies and all other Authority policies applicable to Tenant and/or this Lease are available from Authority, including at Authority's offices and on Authority's website, and will also be furnished to Tenant by Authority upon request at the expense of the person making the request.

3.) Although the term of the lease is for a period of one (1) year, the lease may be modified at any time by written agreement of Tenant and Authority. Failure by Tenant to agree to a lease modification proposed by Authority is grounds for termination of the Lease.

B. Reasonable Accommodations for Tenants: Tenant may, at any time request a reasonable accommodation for a handicap (disability) of Tenant or a household member, including reasonable accommodation so that Tenant can meet lease requirements or other requirements of tenancy or so that the handicapped (disabled) person can be provided an opportunity to use and occupy the Premises equal to a non-handicapped (non-disabled) person. The Authority will review requests for accommodation so made to determine whether they are necessary and reasonable before deciding on whether to grant them. Information regarding the making of such a request and how the Authority handles such a request can be found at Authority's offices. A copy of that information will also be sent to Tenant upon request.

### C. Rent

1.) The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VI herein.

2.) The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

3.) **Rent is Due and PAYABLE on the first day of each month and shall be considered delinquent if received after the seventh calendar day of the month.** The Rent payment that is due at this time must include all amounts currently owed by Tenant to Authority. This includes not only the current month's rent, but also any late fees, work order charges, past due rent and all other charges owed to Authority. A late fee of \$50.00 will be charged to the Tenant whenever rent is not fully paid by the seventh calendar day of the month.

4.) **The Authority will refuse acceptance of rent payments for less than the total amount owed. The Authority will not accept partial payments or payments for less than the full amount owed at the time. Tenant attempts to pay less than the full amount owed will not exempt Tenant from being charged the \$50.00 late payment fee. To avoid the late fee, Tenant must make a timely payment of the full amount owed to Authority.**

5.) **Repeated late payment of rent is cause for lease termination and eviction.** Repeated late payment is defined as three (3) or more late payments within a twelve (12) month period.

6.) Rent and other charges can be paid by Cheyenne residents at the CHA Office located at 3304 Sheridan Street in Cheyenne, Wyoming and by Laramie, Wyoming residents at the CHA Office located at 1265 North 3<sup>rd</sup> Street in Laramie, Wyoming. If a Tenant comes to the applicable office to deliver a payment and the office is closed, Tenant may leave payment in the drop box accessible at the front or the side of the office building.

7.) Tenant must make payment in a form acceptable to Authority. No cash will be accepted. Tenant may make payment through a personal check, unless Tenant has previously had a check dishonored or otherwise returned unpaid by the financial institution upon which it was written. If a Tenant has had a check dishonored or otherwise returned unpaid, then Authority will no longer accept payments by personal check and Tenant must then make payments by cashier's check, money order, or other form of payment acceptable to Authority.

8.) The tenant is responsible for paying the full rent amount the month they move out and then a prorated rent will be calculated after the keys are returned and applied to any amounts due or returned with any remaining security deposit amount due to the tenant. Any Rent for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

Lease requirements for Tenant move out are found in Section IV(B) of this lease, including, but not limited to, that Tenant must provide at least thirty (30) days' advance written notice to CHA of his/her intent to move out and that unit keys be returned to the local CHA office (including dropping the keys in the drop box if the office is closed).

9.) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Authority's Grievance Policy.

10.) The Authority has adopted a Flat Rent option which permits the Tenant to elect, once per year at the time of their annual re-examination, to pay the Flat Rent or continue to pay rent based upon a percentage of their income. Tenants who select the Flat Rent option will be required to complete a full re-examination every three years and the Flat Rent amount may be changed by the Authority annually.

11.) Minimum Rent Tenants (Tenants with a total tenant payment of \$50 or less per month) may request a hardship exemption which may suspend the requirement that they pay the minimum rent in certain instances. The Authority will determine whether the hardship is temporary or long-term and implement the policy accordingly. Hardship exemptions may be requested in the following circumstances:

- a.) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, state or local assistance program;
- b.) When the family would be evicted as a result of the imposition of the minimum rent requirement;
- c.) When the income of the family has decreased because of changed circumstances, including loss of employment;
- d.) When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education or similar items;
- e.) When a death has occurred in the family.

### **III. Other Charges:**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease within 15 days of notice of those charges. If the family is unable to repay the debt in 15 days, the CHA may enter into a repayment plan as described in the Repayment Agreement Policy. If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the CHA will terminate assistance in accordance with the termination provisions in this Lease and pursue other modes of collection. Some type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges include:

#### **A.) Maintenance and Repair Charges:**

1.) Tenant is liable for and responsible to pay for the reasonable cost for services, maintenance, replacements, and repairs due to damage to Premises beyond normal wear and tear caused by Tenant, household members, by guests/visitors or vandalism. This includes damage to the Premises itself and to any fixtures, equipment, or Authority property in or on the Premises, including, but not limited to, such things as carpeting, flooring, walls, ceilings, closets, cabinetry, doors, locks, windows, appliances, plumbing, electrical systems, fire detection/suppression systems, roofs, utility connections, and all parts of building exterior.

a.) If the Premises is located inside an apartment building, then Tenant is also liable and responsible to pay for such damage done to common areas, exteriors, landscaping, parking lots, and any other parts of Authority owned property.

b.) If the Premises is not located in an apartment building, then Tenant is also liable and responsible to pay for such damage done to yards, landscaping, sidewalks, driveways, access ramps, fencing, utility connections, and other exterior features of the Premises and the property on which the Premises is located.

c.) Tenant's responsibility to pay for damage due to vandalism applies as long as Tenant is the lessee of the Premises and regardless of whether Tenant or Tenant's household members, guests or visitors caused or permitted the vandalism.

d.) Whether damage is chargeable to the tenant as beyond normal wear and tear is determined by the Authority on a case by case basis. Generally speaking, normal wear and tear is defined as deterioration that occurs in the normal course of a Tenant's occupancy of a unit without negligence, carelessness, or abuse of the premises, equipment, furnishings, or appliances. Damage beyond normal wear and tear also includes the intentional or accidental loss or removal of fixtures, equipment, features, appliances, furnishings, or systems, whether in whole or in part. Damage beyond normal wear and tear may also include impacts on the Premises or any part thereof resulting from the Tenant's failure to comply with responsibilities under this Lease Agreement or from conduct prohibited by this Lease Agreement

2.) When the Authority determines that needed repairs or maintenance are not due to normal wear and tear, Tenant shall be charged and is obligated to pay for the cost of such repairs and maintenance, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

**B.) Excess Utility Charges:** At developments where utilities are provided by the Authority, Tenant shall be charged and obligated to pay for excess utility consumption due to the operation of major tenant-supplied appliances such as air conditioners, freezers, and extra refrigerators. Tenant shall also be charged and is obligated to pay for excessive use of any Authority supplied utility that is determined by the Authority to be above normal consumption for similar type units. This charge does not apply to utilities paid by the Tenant directly to a utility supplier. Appliance / Unit installation must be inspected and approved by CHA prior to use. Excess Utility Service Charges are listed in CHA's Maintenance Charge Schedule.

**C.) Unpaid Utility Charges:** If Tenant fails to pay for tenant-paid utilities (see Section V) or is otherwise delinquent in making payment on tenant-paid utilities and Authority incurs any costs as a result, Tenant is

then responsible for and shall be charged for the amount of any such costs plus an administration fee of fifty dollars (\$50). Failure to make timely payments of tenant-paid utilities is a serious lease violation—see Section V below.

**D.) Late Charges:** A late fee of fifty dollars (\$50) will be charged to the Tenant whenever the full amount of rent payment due is not fully paid by the seventh calendar day of the month in a form acceptable by Authority. See section II.B.3 above.

**E.) Dishonored or Returned Checks:** Tenant will be charged an administrative fee of thirty dollars (\$30) and is obligated to pay this administrative fee if a check used by Tenant to make a payment to Authority is dishonored or otherwise returned unpaid by the financial institution on which it is written. Tenant has such a check dishonored or returned, then Tenant will no longer be allowed to make payments to Authority by personal check. See section II.B.6 above.

**F.) Previous Amounts Owed CHA:** If Tenant has any unpaid charges from Tenant's previous occupancy of a CHA unit that is not the subject of this Lease, CHA will provide Tenant notice of such unpaid charges. Tenant has 15 days from notice to pay the unpaid charges in full, or within 10 days of notice, enter into a repayment agreement with CHA. Failure to enter into a repayment agreement, or pay the unpaid charges in full is a serious violation of the material terms of this Lease, for which the Authority may terminate the Lease.

**G.) Legal Costs:** In the event that Authority successfully undertakes legal action to recover possession of the Premises from Tenant, to enforce the terms of the Lease against Tenant, or collect monies owed by Tenant to Authority pursuant to terms of this Lease, then Tenant shall be obligated to pay costs incurred by Authority in pursuing such legal action, including the costs for filing fees, service fees, court costs, and reasonable attorney fees and costs.

#### **IV. Security Deposit and Tenant Move Out:**

##### **A.) Security Deposit:**

1.) Tenant agrees to pay a security deposit, the amount of which is noted on Part II of this Lease. The Authority may, at its sole discretion, permit the security deposit to be paid in three (3) equal monthly installments. If so permitted, the first payment is due at Lease signing with the first month's rent, the second payment will be due on the first (1<sup>st</sup>) day of the following month with the second month's rent payment, the third payment will be due on the first day of the following month with the third month's rent payment.

2.) The Authority will use the Security Deposit upon the termination of this Lease:

- a.) To pay the cost of any rent or other charges owed by Tenant at the termination of this lease;
- b.) To reimburse the costs for maintenance and/or repair for any damages to the Premises beyond normal wear and tear, as set forth in Section III.A above.

3.) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated the Premises, the Premises have been inspected by the Authority, and any charges for damages have been assessed and reimbursed.

**B.) Moving Out:**

1.) **Tenant may terminate the Lease agreement prior to the end of its term by giving Authority at least thirty (30) days' advance written notice of intent to vacate.**

2.) Prior to a Tenant's noticed move-out date, Authority may conduct a pre-move-out inspection of the Premises using the process for inspections set forth in Section X of this Lease Agreement

3.) Authority will conduct an inspection of the Premises at or after the time of Tenant vacating the Premises. If Tenant wishes to be present for this inspection, Tenant must make a written request to schedule the inspection and provide a current phone number. Authority does not have to provide Tenant an opportunity to be present for the inspection if Tenant has abandoned the Premises or otherwise vacated without giving notice.

4.) Tenant is expected to leave the Premises in the same condition it was in at the time of Tenant's move in (as reflected on the move-in inspection report), less any normal wear and tear. Tenant will be charged for the costs of services, maintenance, replacement and repair for damages beyond normal wear and tear. See also Section III.A above. Such charges will be deducted from Tenant's security deposit. Tenant is responsible for the full amount of charges so assessed, even if the amount exceeds Tenant's security deposit.

5.) The Authority will provide a written statement justifying the calculation of the amount of the security deposit refund, if any, along with a refund of the security deposit less deductions for any costs described above, within thirty (30) days after the Authority takes possession of the unit, mailed to the last known address of the Tenant. Tenant is responsible for supplying, in writing, the address to which the security deposit and statement should be sent.

6.) Tenant agrees to turn in the keys at the time of vacating the unit. All keys must be returned. A charge will be made for changing locks if all keys are not returned at the time of move out. The Tenant is assumed to control the unit and therefore be responsible for ongoing rent until the keys are returned to the Authority or until the Tenant family has been removed from the unit as a result of an action by the Authority. The keys must be turned into the Authority office (and may be dropped in the drop box there if the office is not open at the time). By returning the key(s) the tenant unambiguously indicates that they release possession of the unit to the CHA. The CHA will change the locks after the keys are returned.

**V. Utilities and Appliances:**

A.) Authority will arrange and pay for only the following utility services to be provided to the Premises:

1. Sanitation Service
2. Any other utility services indicated by an (X) on Part II of the Lease.

Tenant is responsible for paying for all other utility services. Authority is not responsible for the interruption or other failure to provide utility services for any cause beyond its direct control.

B.) Unless arranged and paid for by the Authority as indicated, Tenant must arrange and pay for water, electricity, and gas utilities for the Premises. This means that Tenant must put and keep those utilities in Tenant's name during the entire term of this Lease. This also means that Tenant must make timely payments for those utilities and not allow any of those utilities to become disconnected or taken out of Tenant's name. Making timely payments means that the Tenant pays utility bills when they are due. A Tenant fails to make timely payments when he/she pays late, makes delinquent payments, or has his/her utility accounts become delinquent, suspended, or disconnected due to late payment **Failure to make timely payments for tenant-paid utilities is considered a material violation of the lease and may result in Lease termination and eviction. Allowing Tenant-paid utilities to become disconnected or taken out of Tenant's name is considered a material violation of the lease and may result in Lease termination and eviction.**

C.) Tenant agrees not to excessively consume or to waste the utilities provided for by the Authority. Excessive consumption may result in an excess utility charge being assessed to the tenant as provided for in Section III.B above.

D.) Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Authority or Rules of Occupancy restricting or prohibiting the use of space heaters or similar devices in multi-dwelling units.

E.) If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, dishwashers and similar devices may be installed and operated only with the prior inspection and written approval of the Authority

## **VI. Terms and Conditions Of Use and Continuing Occupancy**

### **A.) Use and Occupancy of Premises**

1.) **Sole and Primary Residence of Tenant:** Tenant shall have the right to exclusive use and occupancy of the Premises only for Tenant and other household members listed on the Lease and as the sole and primary residence of the Tenant. Tenant shall not use or permit the use of the Premises for any other purpose.

2.) **Profitmaking or Business Activities at Premises:** Premises is intended for use as a residence and not for use for a business or commercial enterprise. With the prior written consent of the Authority, members of the household may engage in legal profitmaking activities in or at the Premises which are incidental to the use of the Premises as a residence and which are consistent with the Authority's policies. Tenant may request such consent by submitting a written request to Authority describing the activities for which consent is sought.

3.) **Persons allowed to Reside at the Premises:** At the time of lease up, Tenant must provide the names of any and all other persons who will be residing at the Premises with Tenant by completing the "Household Composition" section of Part II of this Lease. Tenant understands that only those persons

so listed (or subsequently approved by Authority in advance and in writing to be added to the list) are allowed to reside in the Premises. **Allowing other persons to live in the Premises without Authority's prior written approval is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.**

4.) **Adding Persons to Tenant's Household:** Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural birth, adoption or court-awarded custody of a child, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and either no change in unit is required or a unit of the appropriate size is available in accordance with Authority policies. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Even though advance written approval from Authority is not required for Tenant to add a child to the household as a result of birth, adoption, or court-awarded custody, Tenant must still promptly inform Authority if a Tenant adds a child to the household for one of these reasons.

5.) **Guests or Visitors:**

a.) Authority permits Tenant's guests or visitors to stay in or at the Premises for a period not exceeding fourteen (14) consecutive days and a total of thirty (30) days in any twelve-month period. Permission may be granted, at the sole discretion of the Authority upon written request to the Authority, for an extension of this provision.

b.) If any person stays in or at the Premises more frequently or longer than this, they are considered unauthorized persons and as such they are no longer guests or visitors and the person(s) may no longer stay there unless the Authority gives written permission. **Allowing a person to stay longer or more frequently than is allowed by this Lease term without the advance written permission of Authority is a serious violation of the material terms of the lease and may result in lease termination.**

c.) The Authority may deny Tenant permission to have any person(s) as guests or visitors if the person(s) have any history of behavior on Authority owned premises that would be equivalent to a lease violation, or if they engage in such behavior while on Authority owned premises. Former tenant(s) or participant(s) who have been terminated, evicted or left the CHA in an unfavorable status, including but not limited to leaving with outstanding Debt to the CHA, previously damaged property, VAWA bifurcation, or are on the Lifetime sex offender registry, are not permitted as overnight guests.

d.) Boarders, roommates, and lodgers are not guests or visitors and are not permitted to move in to or occupy the Premises.

e.) Tenant is responsible for the conduct of guests/visitors. Tenant may be charged with a lease violation or have lease enforcement/termination action taken based on the conduct of Tenant's guests/visitors. Tenant is also responsible for maintenance and repair charges arising from damages caused by Tenant's guests/visitors.

6.) **Subleasing and Related Activities Prohibited:** Tenant may not sublease or sublet the Premises or any part thereof. Tenant may not rent the Premises for use for any purpose. Tenant may not give



accommodation to boarders or lodgers. Tenant may not assign or transfer this Lease or any rights or interests therein to any other person.

7.) **Third Party Contact Information:** At the time of lease up, Tenant must complete, and submit to the Authority, HUD Form 92006, Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants.

**B.) Redetermination of Rent, Dwelling Size, and Eligibility for Continued Occupancy.** Tenant's eligibility for continuing occupancy in Premises and the terms of such occupancy, including the amount of rent are subject to being re-determined by Authority as provided for by Federal regulation and Authority policy. This means that Tenant's eligibility for residency in the Premises and/or the amount of Tenant's rent could change as a result of changes in Tenant's circumstances or Federal law could also alter the amount of rent Tenant is required to pay. Tenant's eligibility and the rent amount listed in Part II of the Lease Agreement are subject to change as described below:

1.) Tenant is required to promptly supply the Authority with accurate information (verified by a third party) about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. **Failure to supply such information in a timely fashion is a material violation of the terms of the Lease and may result in Lease termination and eviction.**

2.) Any and all changes in household composition for the Tenant or any member of the household must be promptly reported, in writing, to the Authority.

a.) If the proposed change is the removal of a household member(s) over 18 years of age, the proposed change must be submitted in writing to the Authority office within 10 days of the occurrence.

b.) If the proposed change is an addition of a household member(s) 18 years of age or older, the head of household must first receive written permission from the Authority before this person may begin living in the unit. In order to add a household member other than through birth or adoption (including a live-in aide) the Tenant must request permission from the Authority for the new member to be added to this Lease Agreement. Before a new member can be added to this Lease Agreement, the individual must complete an Additional Member Application form stating their income, assets, and all other information required of an applicant. The individual must also provide proof of their Social Security Number and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new member will go through a screening process similar to the process for applicants. The Authority will determine the eligibility of the individual before allowing them to be added to this Lease Agreement. If the individual is found to be ineligible or does not pass the screening criteria, he/she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, the Authority will grant approval to add his/her name to this Lease Agreement. At the same time, the family's annual income will be recalculated, considering the income and circumstances of the new family member.

3.) Tenants are generally subject to annual recertification where their eligibility, income, and rent amount will be re-determined. Tenants may also be subject to more frequent recertifications as provided for in Authority policy or Federal law. Authority will also do redeterminations of eligibility, income and rent amount based on reported changes in family composition, income and related circumstances. Tenants may request an interim reexamination of rent amount based on a verified decrease in income, an increase in allowable expenses, or other changes in family circumstances.

4.) Tenant supplied information will be used by the Authority to determine whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continuing Occupancy Policy, which is publicly posted in the Authority Office, available on the Authority's website, and can be furnished on request at the expense of the person making the request.

5.) Tenants may elect annually at the time of their regular re-examination to pay the Flat Rent amount as opposed to the Percentage of Income Rents. Flat Rent paying Tenants will be required to complete a full re-examination every three years and the Flat Rent amount may be changed by the Authority annually.

6.) Rent will not change during the period between regular re-examinations, UNLESS during such period:

a.) A person with income joins the household, after prior approval of the Authority;

b.) There is a change in household composition;

c.) There is a decrease in household income;

d.) There is an increase in household income by zero income or negative rent contribution households;

e.) Rent formulas or procedures are changed by Federal law or regulation; or

f.) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent that he/she should have been charged.

7.) Tenant will be notified in writing of any rent adjustment due to the circumstances described above. All notices will state the effective date of the rent adjustment.

a.) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income at the time of annual recertification, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the event of misrepresentation or failure to report occurred.

b.) The effective date of a rent change will be determined in accordance with Authority policies.

### **C.) Transfers:**

1.) Tenant understands and agrees that if the Authority determines that the size or design or other factors of the Premises is no longer appropriate to Tenant's needs, the Authority shall send Tenant

written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

2.) The Authority may move a Tenant into another dwelling unit if it is determined necessary to rehabilitate or demolish the Premises, or if it is determined necessary in order to achieve deconcentration goals of the Authority.

3.) A tenant without disabilities who is housed in a dwelling unit with accessible or adaptable features must transfer to a unit without such features should a Tenant with disabilities need the dwelling unit.

4.) In the case of involuntary transfers, Tenant shall be required to move out of the Premises and may move into the dwelling unit made available by the Authority. Tenant shall be given 10 business days to move out of the Premises following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

5.) Involuntary transfers are subject to the Grievance Policy, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

6.) Tenants may request a transfer from the Premises to another dwelling unit as a reasonable accommodation based on a disability-related need. The Authority will only process those transfer requests that are made in accordance with the Admissions and Continuing Occupancy Policy.

7.) Tenant(s) will not be approved for a transfer if the following conditions are present:

- Tenants/household members have engaged in criminal activity threatening the health and safety of residents and staff;
- Tenant owes back rent or other charges that have yet to be addressed pursuant to Section III.F;
- Tenant has a pattern of late payments;
- Tenant has any outstanding housekeeping lease violations or history of damaging property; and
- Tenant(s) / Head of Household is unable to get utilities turned on in the name of the head of household (applicable only to properties with tenant -paid utilities).

## VII. **Authority Obligations:**

Authority shall be obligated:

A.) To maintain the dwelling unit and the project in a decent, safe and sanitary condition;

B.) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

C.) To make necessary repairs to the Premises;

D.) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

E.) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority. The Authority is not obligated to provide new or repair existing wiring for cable television, telephone, or internet service.

F.) To provide or cause to provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease, and to provide or cause to provide disposal service for garbage, rubbish and other solid waste;

G.) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

H.) To consider lease bifurcation in circumstances involving domestic violence, dating violence, or stalking as provided for in federal law; and

I.) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, change in the amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required by policy or law to afford Tenant the opportunity for an informal review under the Authority's Grievance Policy for a grievance concerning a proposed adverse action, then:

- 1.) The Notice of the proposed adverse action shall inform Tenant of the right to request such informal Review; and
- 2.) In the case of a proposed adverse action, the Authority shall not take the proposed action until time to request an informal review and Informal Hearing has expired and (if informal review was timely requested) all of the steps in the Grievance Policy has been completed.

#### **VIII. Other Tenant Obligations:**

In addition to other obligations of Tenant set forth elsewhere in this Lease, Tenant and members of Tenant's household shall be obligated:

A.) To abide by necessary and reasonable regulations (also known as policies, including the Admissions and Continuing Occupancy Policy) promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations (policies) are posted on the Authority's website, posted in a conspicuous manner in the Authority office, and incorporated by reference into this Lease. Violation of such regulations (policies) constitutes a violation of the Lease.

B.) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

C.) To keep the Premises and other such areas as may be assigned to Tenant for exclusive use in a clean

and safe condition. This means keeping the Premises in a condition that meets the housekeeping standards defined in this Lease and other housekeeping standards adopted or used by the Authority. See Section XIV.

D.) To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner only in approved or provided containers. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.

E.) To use only outdoor garden furniture on the balcony, patio, yard or Lot. Any other type of furniture that is meant for indoor use as well as any makeshift brick-and-board furniture is prohibited to be placed or used outdoors. Balcony, patio or deck is not to be used as storage.

F.) To keep the premises free from prohibited items including but not limited to tires, recreational equipment such as trampolines, swimming / wading pools, swing sets, jungle gyms, fire pits (including lawn furniture with fire pits), tiki torches, candles, incense, outdoor grills of any type, including but not limited to propane grills, charcoal grills, smokers or any other items that the Housing Authority determines to be hazardous and unsightly. Failure to comply with any of these conditions may result in the termination of the Lease.

G.) For single family homes: To use and maintain Premises, yard and lot in a manner that conforms to the standards of the neighborhood and is consistent with the Municipal Code requirements of the city where Premises is located, including, but not limited to, those requirements regarding use restrictions, maintenance, and nuisances. This includes regular watering, mowing, and weed trimming.

H.) For single family homes: To keep sidewalks free of snow, ice and slush and to promptly remove snow and other accumulation after a snowfall as required by the Municipal Code Requirements of the city where Premises is located

I.) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

J.) To use only approved habitable areas of the unit for living space.

K.) To refrain from, and to cause household members and guests/visitors to refrain from destroying, defacing, damaging, or removing any part of Premises or project. This includes those aspects and areas of property related to Premises which are described in Section III.A and its subparts.

L.) To act, and cause household members and guests/visitors to act in a manner that will:

- 1.) Not disturb other residents' peaceful enjoyment of their accommodations;
- 2.) Be conducive to maintaining Authority property and projects in a decent, safe, and sanitary condition.

M.) To assure that Tenant, any member of the household, a guest/visitor, or any person(s) on the premises, shall not engage in:

- 1.) Any criminal activity that threatens the health or safety of other residents (including their household members and guests/visitors), agents or employees of Authority, or of neighbors whose property is in the immediate vicinity of the Premises;

2.) Any criminal activity that threatens the right to peaceful enjoyment of the Premises or any part of Authority's public housing properties by other residents (including their household members and guests/visitors), by agents or employees of Authority residing at the building where Premises is located, or of neighbors residing in the immediate vicinity of the Premises;

3.) Any drug-related criminal activity, engaged in on or off the premises, which means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The term drug as used here means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);

4.) The illegal use of a drug by Tenant/household member or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment by other residents; or

5.) For any units covered by 24 CFR part 965, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the Authority has designated as smoke free. See also subsection AA below.

N.) To make no alterations, remodel, repairs or redecoration to the interior or exterior of the Premises, including to the equipment, systems, utilities, fixtures, and appliances located therein. This includes, but is not limited to:

1.) To not install additional equipment, fixtures or major appliances without advance written consent of the Authority. The term "major appliances" here refers to (physical or electronic) devices or machines of any nature whose installation or use would result in alterations, remodeling, or damage to the exterior or interior of the Premises or any feature thereof, including but not limited to such things as: mounting to walls, floors, windows, cabinets, or other locations at the Premises; altering, damaging, or relocating electrical, plumbing or other systems at the Premises; or the removal, alteration, or damage of walls, doors, windows, or flooring.

2.) To not make changes to locks or install new locks on exterior doors, interior doors, or fence gates.

3.) To not add locking devices to windows or any other feature or location of the Premises without advance written consent of the Authority.

4.) To not use nails, tacks, screws, brackets, or fasteners on any part (exterior or interior) of the Premises (a reasonable number of small picture hangers excepted) without advance written authorization by the Authority. This includes, but is in no way limited to, the use of mounting hardware/brackets to mount televisions, display screens, cameras, satellite dishes, routers, antennas, speakers, or other electronic components on the walls or other areas of the Premises.

5.) To request advance written approval of Authority to modify the unit to install new or repair existing television, telephone, or internet service, including any of the systems, connections, or hardware those services use. If approved by the Authority, any such modification will be performed at the Tenant's expense and upon such conditions as the Authority may establish. Tenant understands that Authority is not obligated to provide new or repair existing systems, connections, hardware, or wiring for television, telephone, or internet service.

6.) To not paint, repaint, color, mark, or deface in any way any part of the interior or exterior of the Premises without the advance written consent of the Authority.

O.) To give prior written notice to the Authority of Tenant's leaving Premises unoccupied for any period of seven or more consecutive days as defined in the Admissions and Continuing Occupancy Policy.

P.) Not to speak or act in an abusive, threatening, or disruptive manner towards residents (including their household members and guests/visitors), neighbors, or employees or agents of Authority. If a household member, guest/visitor, or any person(s) on the premises has engaged in or threatened violent or abusive behavior toward residents (including their household members and guests/visitors), neighbors, or employees or agents of Authority the CHA will terminate the lease.

*Abusive or violent behavior towards CHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Q.) With respect to firearms, Tenant shall:

1.) Comply with all local, state, and federal legal requirements applicable to the ownership, possession, transportation, and use of firearms or other weapons. The term "firearm" includes any weapon from which a shot, projectile or other object may be discharged by force of combustion, explosive, gas and/or mechanical means, whether operable or inoperable, loaded or unloaded, and any weapon or destructive device as defined by law.

2.) Shall not discharge or use any firearm or other weapons on Authority property except when done in self-defense in a manner consistent with legal standards for a lawful act of self-defense.

3.) Shall not display or carry a firearm or other weapon in any common area, except where the firearm or other weapon is being transported to or from the Tenant's Premises, or is being used in self-defense in a manner consistent with legal standards for a lawful act of self-defense.

4.) Shall have available for inspection a copy of any permit, license, or other documentation required by state, local, or federal law for the ownership, possession, or transportation of any firearm or other weapon, including a concealed carry permit as provided for by Wyoming law, upon request, when there is reasonable cause to believe that the law or these Lease terms have been violated.

5.) Firearms and other weapons at the Premises must be handled and stored in a safe and secure manner that minimizes the risk of harm to persons or property. Firearms and weapons must be kept out of the reach and access of minors and all other persons who cannot safely or responsibly handle them. Firearms stored at the Premises must either (a.) have a locked trigger lock in place, (b.) be stored in a locked container, or (c.) be unloaded, with the ammunition for the firearm stored separately.

R.) To not engage in acts or behaviors on or at the Premises (including the building or lot where the

Premises is located) which are unsafe or which pose unreasonable risks to the health, safety, or welfare of persons or property. This includes, but is not limited to, such things as:

1.) Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk to the health, safety or welfare of persons or property. Propane bottles of any size is prohibited to be stored or carried through hallways, stairways, living spaces, elevators and dwelling areas; Failure to comply with any of these conditions may result in the termination of the lease.

2.) Engaging in behaviors which may cause a fire or unreasonably increase the risk of a possible fire. Candles of any kind or the burning of incense are prohibited. Tenants must take all reasonable precautions to prevent fires; Failure to comply with any of these conditions may result in the termination of the lease.

3.) Blocking a safe path for exit from each room, including by placing furniture or other items in or in front of an exit path, a doorway, or an egress window;

4.) Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Landlord or rules of occupancy prohibiting the use of space heaters or similar devices.

5.) Storing any materials closer than 4 feet from the furnace or water heater; or

6.) Operating a clothes dryer without it being properly vented to the outside;

S.) To avoid obstructing sidewalks, parking areas, hallways, walkways, elevators, doors, lobbies, entry/exit ways, or stairs, and to avoid using these for purposes other than going in and out of the Premises.

T.) To refrain from erecting or hanging radio antennas, television antennas, satellite dishes or similar devices on or at any part of the Premises.

U.) To not affix, erect, attach, or place, or allow to be affixed, erected, attached, or placed, signs on the exterior doors, windows, walls, roofs, balconies, or other exterior features of the Premises. This includes any part of the yard or lot where the Premises is located. If the Premises is located in an apartment building, this includes the surface of a door facing a common hallway. For purposes of this Lease term, a "sign" is defined as any placard, flyer, device, banner, poster, picture, document, or similar item which:

1.) Has an exterior facing size that exceeds 94 square inches individually or cumulatively when added to the size of all other such items which have been located on or at the exterior of the Premises by or with the consent of Tenant; or

2.) Contains lewd, obscene, indecent or profane content; or

3.) Contains profane, obscene or offensive provocative language or images directed toward another, or



others, and calculated to provoke a breach of the peace. For purposes of this term, the phrase "provocative language" means insulting or "fighting words" or those words which by their very utterance inflict injury or tend to incite an immediate breach of the peace; or

4.) Contains content which either promotes business/profit making activities at the Premises or contains advertisements/promotions for which Tenant or any member of Tenant's household is compensated.

Reasonable decorations for traditional or recognized holidays are generally not limited by the 94 square inch size restriction, but Authority in its discretion may choose to prohibit or limit such holiday decorations, including requiring Tenant to remove decorations. Documents, notes, flyers, and other items which are affixed, attached, erected, or placed on or at the Premises by the Authority, its employees, or agents do not count towards the 94 square inch size restriction.

V.) To comply fully with all applicable Pet Policies adopted by the Authority. Tenant may possess a pet only with the prior written permission of the Authority. Any violation of any applicable Pet Policy, including failure to remove the pet or correct a Pet Policy violation within the time period specified in the Pet Policy will be grounds for termination of the lease and eviction as necessary. However, in any Authority property, a person with a disability may keep a service or support animal that is needed as a reasonable accommodation for his/her disability. An animal needed as a reasonable accommodation is not subject to the Authority's Pet Policies but is subject to the Authority's Policy for Animals that Assist the Disabled. Permission to keep the animal in the housing unit must be granted by the Authority in writing in advance.

W.) To remove from Authority property any inoperable vehicles or vehicles without valid registration. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on Authority property without the advance written permission of the Authority.

X.) To refrain from parking on Authority property and in front of Authority property any type of recreational vehicles including but not limited to RV's boats / canoes, trailers, and any other restrictions as defined by municipal code for the city of residence.

Y.) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the Premises. Property left by the Tenant shall be considered abandoned and will be disposed of by the Authority. The Authority may at its sole discretion choose to store remaining property that appears to be valuable, with the determination as to whether the property is valuable lying solely with Authority. Property left behind in or at the Premises is generally presumed to be not valuable. In the event that Authority chooses to store property, Authority will provide written notification of the stored property to the last known address of the Tenant. Property so stored that is not recovered by the Tenant within a time frame established by Authority will be disposed of. Costs for storage and disposal shall be assessed against the former Tenant. Authority is not responsible for any damages or losses that may occur when removing or storing property left behind on Authority property.

Z.) To use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF ANY KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary

conditions in the Premises or in common areas and grounds of the property where Premises is located. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs and Tenant will be charged and responsible to pay such charges for the reasonable cost of repairs and maintenance of damage that could have been avoided or mitigated if Tenant had made a timely report.

AA.) Not to commit any fraud in connection with any Federal Housing assistance program. This includes, but is not limited to, knowingly, intentionally, or willfully misrepresenting or failing to report information about such things as income, employment, assets, household composition, criminal histories or backgrounds, and other factors relevant to eligibility or subsidy amount determination.

BB.) Tenant agrees to complete and provide to Authority, HUD Form 92006, Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants. In the event that a contact person previously designated on a Tenant's form 92006 resigns or is unable or unwilling to be the additional contact person, then Tenant will within ten days provide Authority with a new completed HUD Form 92006. Tenant understands that Authority does not provide, and has no responsibility to provide, medical, nursing, or any other health care services. Authority shall not be responsible to monitor or supervise the welfare of Tenant or any member of the household.

CC.) Tenant agrees to comply fully with the Community Service provisions of the Authority's policies. Failure to fully comply with these provisions will result in termination of the lease and eviction. The Lease cannot and will not be renewed if Tenant has not fully complied with applicable Community Service requirements at the time of Lease term expiration.

DD.) To comply with the Authority's Smoke Free Housing Policy, which includes but is not limited to such terms and requirements as:

- 1.) No smoking shall be permitted by the Tenant, members of the Tenant's household or any of the Tenant's guests/visitors anywhere within, upon or outside the Premises, which includes the building in which the Premises is located, common areas at or in the building, and the exterior outside lot upon which the building is located. Smoking is also prohibited at all other Authority offices, buildings, properties, and facilities.
- 2.) "Smoking" is defined as the lighting, burning, inhaling, exhaling or other similar uses of tobacco or any other material in any type of smoking device or equipment. This includes, but is not limited to, cigarettes, electronic cigarettes, clove cigarettes, vaping devices, marijuana, cigars, pipes, hookahs, bidis, and any item or device that simulates any of these products.
- 3.) A violation of the Smoke Free Housing Policy shall be considered a material breach of the resident's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. Tenant will receive a written lease violation after the first smoking violation and will be informed that smoking on CHA property must stop immediately. A second smoking violation will result in termination of the lease and the CHA will proceed with legal enforcement actions if necessary. In the event that the tenant has other violations that are not smoking related, the second Smoke Free Policy violation notice may not be required to proceed with lease termination. A resident who violates the smoking policy shall also be charged the remediation costs listed within the Maintenance Schedule of Charges.

4.) Tenant acknowledges that the existence of a smoke-free policy and the Authority efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Authority would have to Tenant to render the Premises any safer, more habitable, or improved in terms of air quality than any rental property in which smoking is permitted. Authority specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality than any rental property in which smoking is permitted. Authority cannot and does not represent, warrant, promise or guarantee that the Premises or other property of Authority will be free from secondhand smoke. Tenant acknowledges that Authority's ability to police, monitor, or enforce a smoke-free policy is dependent in significant part on compliance by Tenant, household members, Tenant's guests/visitors and other residents.

The Smoke Free Housing Policy and its full set of terms and conditions can be found at Authority's offices and will be furnished upon request at the expense of the person making the request.

EE.) To promptly and accurately provide all information and documentation requested by the Authority within the time line specified so as to allow Authority to timely assess the status of Tenant's income level, subsidy level, utility allowance, eligibility for residency or program participation, household composition, compliance with federal, state or local law, compliance with Authority policy, or compliance with this Lease.

FF.) To not disable, remove, or otherwise adversely affect energy saving features which have been installed or provided at the Premises. Depending on the nature of the Premises, such energy saving features could include high efficiency lightbulbs, low flow toilets, low flow showerheads, faucet flow restrictors or aerators, thermostat controls, and other such features. If any high efficiency lightbulbs at the Premises are damaged, lost, or otherwise cease to function, Tenant is responsible for replacing such lightbulbs with substantially identical lightbulbs.

**IX. Defects Hazardous to Life, Health or Safety:**

In the event that the Premises or the building in which the Premises are located are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, then in addition to any other applicable terms in this Lease, the following terms shall apply:

**A.) Authority Responsibilities**

- 1.) The Authority shall be responsible for repair of the Premises or building within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, or Tenant's guests/visitors, then the cost of the repairs shall be charged to Tenant.
- 2.) The Authority shall offer Tenant alternative accommodation, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or Tenant's guests/visitors.
- 3.) If the Authority cannot make necessary repairs within a reasonable time and if alternative accommodation is not offered, the Authority will abate the rent in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodation or if the damage was caused by Tenant, household members, or Tenant's

guests/visitors.

4.) If the Authority determines that the danger to the life, health, or safety of occupants is severe, that the damage cannot be reasonably repaired, and that alternative accommodation has been rejected by the Tenant or has not been provided to Tenant, then this Lease shall be terminated.

#### B.) Tenant Responsibilities

1.) Tenant shall immediately notify the Authority of damage to the Premises

2.) If offered, Tenant agrees to accept alternative accommodation for housing.

3.) Tenant agrees to continue to pay full rent during the time in which defect remains uncorrected unless the Lease is terminated or unless Authority acts to abate rent as provided for above.

#### X. Entry of Premises During Tenancy:

A.) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter the Premises during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Premises, or showing the Premises for re-leasing.

B.) If Tenant is absent from the Premises when the person from or on behalf of the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

C.) Except in the case of emergency, and as described in B above, Authority shall give Tenant at least 48 hours written notice that someone from or on behalf of the Authority intends to enter the Premises.

D.) Someone on behalf of the Authority may enter the Premises at any time without advance notification when there is reasonable cause to believe an emergency exists.

E.) If Tenant and all adult members of the household are absent from the Premises at the time of intended entry, Authority shall, when feasible, leave a written statement in the premises specifying the date, time and purpose of entry prior to leaving the Premises.

F.) Notwithstanding the above terms regarding the entry of Premises, Tenant and Authority agree that efforts by Authority or Authority retained service providers to remedy pests or infestations at the Premises (including, but not limited to, insects, bedbugs, and rodents) constitutes an emergency situation whereby different terms for the entry of the Premises apply. In the event that Authority or a service provider of Authority (such as an exterminator or pest control company) will be needing to access the Premises, Authority shall attempt to give as much notice as possible, up to a 48-hour notice, of such intended entry. Regardless of whether or not Authority has given advance scheduled notice of entry, however, Tenant agrees to allow Authority or Authority's service provider immediate needed access (regardless of whether Tenant/members of Tenants' household are home or not) to the Premises for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problem.

G.) Failure to provide access to Authority, Authority's employees, agents, or contractors in accordance with the terms of the Lease Agreement is a material lease violation that may result in lease termination.

**XI. Notice Procedures:**

A.) Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Authority's Office, or sent by prepaid first-class mail, properly addressed.

B.) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing at the Premises, or sent by prepaid first-class mail addressed to Tenant. In the event of time-sensitive notices where no adult member of the household can be found, Notice to Tenant will be effective if posted to Tenant's door. Authority may also give notice to Tenant for documents related to a legal process, such as a Notice to Quit, in any manner allowed for by Wyoming law.

C.) Unopened, canceled, first class mail returned by the Post Office as undeliverable shall be sufficient evidence that notice was given.

**XII. Termination of the Lease:**

A.) In terminating this Lease, the following procedures shall be followed by the Authority

1.) This Lease may be terminated by the Authority only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or failure to fulfill Tenant obligations set forth in sections II, III, V, VI, VIII and IX above or elsewhere in the Lease, or for other good cause. Such serious or repeated violation of terms shall include but not be limited to:

- a.) The failure to pay rent or other payments when due (See also Section II.C)
- b.) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges when due. Three (3) such late payments within a 12-month period shall constitute repeated late payment (See also Section II.C);
- c.) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities (See also Section V.B);
- d.) Failure to repay the debt, failure to enter into a repayment agreement, or breach a repayment agreement. (CHA will pursue other modes of collection)
- e.) Misrepresentation of family income, assets, or composition (See also Section VI.B);
- f.) Discovery after lease up of facts that made the Tenant ineligible for residency in public housing or subsidy through federal housing programs;
- g.) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- h.) Failure to supply, in a timely fashion, any certification, release, information, or documentation regarding family income or composition needed to process annual reexaminations or interim redeterminations;

- i.) Serious or repeated damage and/or creation of physical hazards in the Premises, grounds, common areas, or parking areas of any Authority property;
- j.) Alcohol Abuse [24 CFR 966.4(f)(12)(iii)]- If the Authority determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of premises by other residents. A pattern of such abuse means more than one incident of any such abuse of alcohol during the previous six months
  
- k.) Criminal activity by Tenant, household members, Tenant's guests/visitors, or another person under Tenant's control as follows:
  - 1.) Any criminal activity that threatens the health or safety of other residents (including their household members and guests/visitors), agents or employees of Authority, or of neighbors whose property is in the immediate vicinity of the Premises;
  - 2.) Any criminal activity that threatens the right to peaceful enjoyment of the Premises or any part of Authority's public housing properties by other residents (including their household members and guests/visitors), by agents or employees of Authority residing at the building where Premises is located, or of neighbors residing in the immediate vicinity of the Premises;
  - 3.) Any drug-related criminal activity engaged in on or off the premises, which means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The term drug as used here means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802); or
  - 4.) The illegal use of a drug by Tenant/household member or a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment by other residents.
  - 5.) If the Authority determines that any Tenant or any household member has ever been convicted of a drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

With the exception of item 5 above, Authority may terminate the Lease if it determines that the covered person has engaged in the criminal activity regardless of whether the covered person has been arrested or convicted and without satisfying the standard of proof used for a criminal conviction. [24 CFR 982.310(c)(3)]

- l.) Failure of the tenant to accept a revised lease within 30 days of notice. If the family does not accept the offer of the revised lease within that 30-day timeframe, the lease will be terminated.
- m.) If the family appears to have vacated the unit without giving proper notice, the CHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the CHA will secure the unit immediately to prevent vandalism and other criminal activity.
- n.) Authority may terminate this Lease for any reason allowed or required by federal law.
- o.) Authority may terminate this Lease for serious or material violations of terms of this Lease, regardless of whether those Lease terms are addressed specifically in the above list of items in this Section and regardless of whether those Lease terms have language identifying their breach as possible grounds for lease termination. Authority has used language in other

sections of this Lease referring to certain behaviors by Tenant as possible grounds for lease termination for the purpose of emphasizing consequences to Tenant for certain behaviors. The absence of such language in other sections of the Lease does not mean that breach of those terms will not or could not result in lease termination. Authority maintains and does not waive the right to terminate the Lease for any serious or material violations of any Lease term.

p.) Authority may terminate the lease if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program

q.) Any other good cause Including but not limited to:

If a 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; or violating a condition of probation or parole imposed under federal or state law.

Discovery of facts after admission to the program that would have made the tenant ineligible

If the family has breached the terms of a repayment agreement entered into with the CHA

Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward CHA personnel.

*Abusive or violent behavior towards CHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit

If a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers

2.) Authority shall give written notice of the proposed Lease termination:

- a.) 14 days in the case of failure to pay rent;
- b.) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants, persons residing in the immediate vicinity of the Premises, or Authority staff or property is threatened or if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
- c.) 30 days in any other case.

3.) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.

4.) When the Authority is required to offer Tenant the opportunity for an informal review or an informal hearing the notice shall also inform Tenant of the right to request such a review or hearing in accordance with the Authority's Grievance Policy and the time period for making such a request. If a written request for review is not received by the Authority within the appropriate time period, the right to grieve is waived by the Tenant.

5.) The CHA will not offer a grievance hearing for lease termination involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the CHA, for violent or Drug -related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

6.) Any notice of eviction or ejection action which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. The notice of termination must be in writing, and specify that if Tenant fails to quit the premises within the applicable period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

7.) When the Authority is required to offer Tenant the opportunity for an informal review under the Authority's Grievance Policy for a grievance concerning the lease termination, the tenancy shall not terminate until the period to request a review has expired, or (if a review is requested) the grievance process has been completed.

8.) A grievance hearing shall be conducted by an impartial person, appointed by the Executive Director or Designee, other than a person who made or approved the action under review or a subordinate of such person.

9.) The CHA Grievance Policy shall not be applicable to disputes between tenants not involving the CHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating Policy changes between a group or groups of tenants and the CHA's Board of Commissioners.

10.) When the Authority is not required to offer Tenant the opportunity for an informal review under the Grievance Policy and the Authority has decided to exclude such grievance from Authority Grievance Policy, the notice of lease termination shall (a) state that Tenant is not entitled to an informal review on the termination; (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a



court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of neighbors, residents or staff or for drug-related criminal activity.

11.) The Authority may evict the Tenant from the unit only by bringing a court action.

12.) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

13.) When the Authority evicts an individual or household from a dwelling unit for criminal activity or drug related criminal activity, the Authority shall notify the local Post Office serving that dwelling unit that such individual or family is no longer residing in the unit.

B.) Tenant may terminate this Lease at any time by giving 30 days advance written notice as described in Section V, above. Tenant agrees that failure to provide this notice will result in forfeiture of the security deposit.

#### XIII. **Waiver:**

A.) The Authority's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

B.) Authority is a governmental entity, political subdivision and public corporation created as a Housing Authority pursuant to Wyoming State Statute. As such, Authority is subject to and governed by the Wyoming Governmental Claims Act (Wyo. Stat §§1-39-101 et seq). Except to the extent which may be required by federal law, by entering into this Lease Authority does not waive and expressly maintains any protections, procedures, immunity, and limitations on liability found in that Act or in any other state statute or constitutional provision arising from Authority's governmental and/or public nature.

#### XIV. **Housekeeping Standards:**

A.) In an effort to improve the livability and conditions of the units owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant households, including for Tenant.

1.) **Authority Responsibility:** The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit at least annually, to determine compliance with these and other standards, including HUD-required inspection Standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. The Authority may require Tenant to

participate in training or education regarding Authority's standards and actions required to comply with those standards. Within a reasonable period of time, the Authority will schedule a second inspection. **Failure of a second inspection is a violation of the Lease and may result in lease termination and eviction.**

2.) Tenant responsibility: Tenant is required to abide by the housekeeping standards set forth below as well as the housekeeping standards found in the HQS, a copy of which is available at the Authority's office or which will be provided upon request at the expense of the person making the request. **Failure to abide by housekeeping standards is a violation of the Lease and may result in lease termination and eviction.**

### 3.) Housekeeping Standards: Inside the Dwelling Unit

#### General (See also Section VIII(L) above)

- (a) Walls: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Should also be free of cuts, scrapes, dents, and holes and other damage.
- (b) Floors: Should be clean, free of scuff marks, dirt, splatters, stains, markings, ashes, wax, grease, cobwebs, and other foreign substances. Floors should be clear of garbage, dry, free of tripping and slipping hazards, free of obstacles that could impede safe and prompt movement into and out of the unit, and free of fire hazards. Should also be free of cuts, scrapes, dents, and holes and other damage.
- (c) Ceilings: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, cobwebs, and other foreign substances. Should also be free of cuts, scrapes, dents, and holes and other damage.
- (d) Windows: Should be clean, undamaged, not nailed shut, and operational. Shades or blinds where applicable should be clean, intact, operational, and undamaged. Screens should be installed, clean and not damaged. Access to windows which are used or intended to be used to provide a fire or safety exit from the unit should not be obstructed by furniture, boxes, clothing or other items. Windows must not have any tenant-added locking mechanisms unless prior written approval from the Authority was obtained.
- (e) Woodwork: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Should also be free of cuts, scrapes, dents, and holes and other damage.
- (f) Doors: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Doors should also be free of cuts, scrapes, dents, holes, splits, cracks, and other damage. Doors and hardware must function as intended, must not have any tenant-installed handles, locks, or locking devices unless prior written approval from the Authority was obtained. Doors and doorways must not be blocked by furniture or other items. Doors shall not be removed by tenants.
- (g) Heating units: Should be dusted, access unobstructed, flammable items not stored nearby. Storing any material closer than 4 feet from the furnace or water heater is prohibited

(h) Trash: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.

(i) Entire unit should be free of rodent or insect infestation, and free of debris, household goods, or other material that could invite a rodent/insect infestation or which creates a reasonable risk of rodents, insects, or other pests being present in the unit. **Tenant is required to act to assist Authority in the prevention and resolution of insect, rodent, and pest infestations in, on, or around the Premises.** Such required action includes, but is not limited to, the following:

1.) Tenant may not bring (or allow to be brought) any items on or into the Premises which are, or reasonably might be, infested with bedbugs or other insects, rodents, or pests. Tenants who bring such items on or into the Premises, and thereby cause such an infestation to the Premises or to other Authority owned property, may be charged for damages resulting from infestation.

2.) Tenant must allow access to the Premises to Authority and Authority's employees, agents, contractors, and service providers (such as exterminators or pest control companies) for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problem. See Section X (F) of this Lease Agreement above, for the details of Tenant's obligations regarding giving access. Tenant may not refuse access to the Premises or to treatments for such purposes.

3.) Tenant agrees to promptly remove from the Premises (or to allow Authority or its agents, contractors, or service providers to so remove) any items which have been identified as needing to be removed in order to prevent or treat a potential or actual insect, rodent, or pest infestation. When removing such items, Tenant shall do it in a careful and safe manner, so as not to spread infestation back onto the Premises or onto adjacent units/property.

4.) Tenant agrees to immediately report to Authority any signs of bed bug or other insect, rodent or pest infestations observed in or at the Premises.

(j) Electrical: Switch plates and outlet covers should not be cracked, broken, or removed. Light bulbs should be installed in all light fixtures attached to the apartment interior or exterior and should be operational at all times. After move-in, all light bulbs that become nonfunctional are to be replaced by the Tenant with replacement bulbs of the same type and wattage as those installed in the fixture at move-in. Access to the breaker panel cannot be obstructed by placing any item within 4 feet of the panel.

(k) Heating and cooling vents: Should not be removed, damaged, or obstructed to restrict air flow.

(l) Hazards: Broken ceramic, metal, or glass or other items which might pose a safety risk should be immediately removed from the unit. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited.

(m) Emergency exits: Doors, windows, hallways, and areas of rooms which are intended to be used or which may be used for emergency exit from the unit may not be fully or partially blocked or otherwise

impeded.

(n) Smoke detectors: Must be functional, may not be moved or removed, and batteries replaced when needed. Smoke detectors and/or heat sensors that are broken due to vandalism will result in termination of the Lease.

(o) Fire prevention sprinklers or plumbing: Sprinkler heads and plumbing cannot be damaged, nor can their proper or effective operation be interfered with. Clothing, wires, pictures and other items should not be attached, hung from, or placed within 18" of the sprinkler head.

(p) Pet waste/litter boxes: Consistent with Pet Policies, if approved for a pet or assistive animal, the unit should be free of pet waste. Litter boxes, aquariums, cages, and any other containers where animals are kept must be regularly cleaned.

(q) Odors: Unit must be kept free from offensive or unreasonably strong odors such as feces, urine, smoke, trash, body odor, waste, spoiled materials, food, chemicals, and other items which emit an offensive or unreasonably strong odor.

(r) Storage Areas: Closets, basements, and other storage areas must be kept clean and undamaged. Only items consistent with reasonable residential use of the unit may be kept in closets/basements/storage areas. Closets/basements/storage areas may not be filled or used in a way that could cause damage to the closet/basement/storage area, or in a way that would create a fire hazard, tripping/slipping risk, or otherwise pose a risk to the safety of person(s) or property. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited. Gas powered lawn equipment or tools must not be kept in closets/basements/storage areas or any other locations inside the dwelling unit itself.

(s) Hallways, Stairwells, Common Areas, and Elevators (if any): Should be clean and free of slipping, tripping and other hazards and obstacles.

(t) Laundry Areas: Should be clean, neat, and free of garbage. Washers and dryers should be properly hooked up with appropriate leak-free connections including a dryer vent hose in good condition properly connected to an outside vent. Remove lint from dryers after use, and dispose of lint properly.

(u) Tenant Owned Appliances: Air conditioners, freezers, refrigerators, dishwashers, clothes washers, clothes dryers and other tenant owned appliances must be inspected and approved by CHA prior to use. All such appliances should be maintained in safe, proper working condition and not used in any manner that would be contrary to their design, intended use, or instructions or which would pose an unreasonable risk of damage or injury to person(s) or property.

(v) Tenant Owned Fire Extinguishers: Shall be properly maintained and charged, the inspection record shall be attached and reflect that the extinguisher is inspected annually.

### Kitchen:

- (a) Stove/Oven: The interior and exterior should be clean and free of food and food debris, splatters, stains, ashes, soiled pots and pans, oil and grease, and undamaged. Drip pans are to be clean, free of food and food debris, splatters, stains, and ashes. Drip pans should not be lined with aluminum foil or other materials.
- (b) Refrigerator: Interior and exterior should be clean and free of splatters, stains, drips, spills, grease, food or liquid remnants, and foreign substances. Interior and exterior should be free of spoiled and inedible food, and undamaged. Freezer door and refrigerator door should seal and close properly.
- (c) Cabinets: Interior and exterior should be clean and free of splatters, stains, drips, spills, food or liquid remnants, and foreign substances. Should also be free of cuts, scrapes, dents, and holes and other damage. Cabinet surfaces and countertop should be free of grease, spilled food, and food left in open containers. Cabinets should not be overloaded with an excessive amount of weight. Items should be placed in the cabinets so that they do not fall out when the cabinet door is opened. Cabinet doors should open and close freely and completely. Dishes, glasses, cups, and other items should be dry when placed in the cabinet.
- (d) Exhaust Fan: Should be undamaged and free of grease, dust, hair and other items that restrict or could restrict air flow.
- (e) Sink: Should be clean, free of grease, garbage and trash, and undamaged. Dirty dishes should be washed and put away in a timely manner. Drain should be unclogged. Storage under the sink should be limited to small or lightweight items to permit easy access to plumbing for repairs. Heavy pots and pans should not be stored under the sink.
- (f) Food storage areas: Should be clean without spilled food or other open or spilled items that would attract rodents and insects, and undamaged. Items should be placed in the storage area so that they do not fall out when the storage area door is opened.
- (g) Trash/garbage: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.
- (h) Floor: Should be clean, dry, free of tripping and slipping hazards, free of garbage, and undamaged.

### Bathroom:

- (a) Toilet and tank: Should be clean, unclogged, odor free, and undamaged.
- (b) Tub and shower: Should be clean and free of mildew and mold, and undamaged. Drain should be unclogged. Where applicable, shower curtains should be in place, and of adequate length.

(c) Sink: Should be clean, free of garbage, and undamaged. Drain should be unclogged. Storage in the cabinet under the sink, if any, should be limited to small or lightweight items to permit easy access for repairs; heavy items should not be stored in the cabinet under the sink.

(d) Exhaust fans: Should be clean, free of dust, hair and other items that restrict or could restrict air flow, and undamaged.

(e) Trash/garbage: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.

(f) Floor: Should be clean, dry, free of tripping and slipping hazards, free of garbage, and undamaged.

#### 4.) **Housekeeping Standards: Outside the Dwelling Unit**

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

(a) Yards: Should be regularly watered and mowed, free of debris including pet waste, trash, fallen leaves, weeds, free of discarded or broken items, fallen tree and bush branches, household furniture, make-shift / brick-and-board furniture, and free of vehicles, tires, inoperable/unlicensed vehicles including motorcycles, any type of recreational vehicles, including but not limited to RV's, ATVs, boat trailers, boats / canoes, trailers and any other type of restrictions as defined by municipal code for the city of residence. Recreational equipment such as trampolines, swimming / wading pools, swing sets, jungle gyms, fire pits (including lawn furniture with firepits), Tiki torches, outdoor grills of any kind including but not limited to propane grills, charcoal grills, pellet grills, smokers and/or any other items that the Housing Authority determines to be hazardous and unsightly. Lawn furniture, bicycles, and other items used or kept in the yard should be maintained in a clean and organized manner which does not damage landscaping or the building exterior. Tree houses are prohibited. Failure to comply with any of these conditions may result in termination of the Lease.

(b) Porches (front and rear): Should be clean and free of slipping, tripping and other hazards and obstacles. Any items stored on the porch shall not impede access to or from the unit. No household furniture is allowed on the porch; Only outdoor garden furniture should be used. Porch light bulbs must be present and functional.

(c) Steps (front and rear): Should be clean, free of tripping and other hazards, free of trash, and free of snow, ice and slush as described in (d) below.

(d) Sidewalks: Should be clean and free of hazards. Snow, ice, and slush must be promptly removed within 24 hours after the end of a snowfall unless an even quicker removal is required by applicable municipal code requirements. Snow, ice, and slush which occurs as result of drifting, melting/freezing or which is otherwise moved onto porches or sidewalks other than from a snowfall must be promptly removed within a period not to exceed 24 hours.

(e) Storm doors: Where applicable should be clean, with glass or screens intact, and undamaged.

(f) Parking areas: Should be free of abandoned cars, oil spots and stains. Tenant is responsible for cleaning up oil dripped from tenant's vehicle or spilled by tenants. There will be no car repairs on the property or street/alley contiguous to the property.

(g) Utility room: Should be free of debris, garbage, motor vehicle parts, flammable materials and other hazards.

(h) Trash Storage/Pickup areas: Trash storage areas should be free of debris. Trash receptacles must be used in a manner consistent with the applicable municipal code. Trash should be stored in the provided trash receptacle and should not be full to the point of overflowing to the ground.

(i) Alleyways and right of ways: Should be free of debris, trash, and other obstacles and hazards.

(j) Hoses: Hoses must be disconnected from outside faucets when temperatures drop to freezing or below.

(k) Emergency Exits: It is prohibited to use the yard or exterior of the building in a way that impedes use of the building's windows for emergency exit.

(l) Stray Animals: Residents, guests /visitors, or any person(s) on the premises shall not feed or shelter stray or wild animals.

## **XV. Other provisions**

A.) The terms of this Lease and the tenancy of Tenant are subject to the policies of Authority. Those policies are subject to revision or deletion and the Authority may also adopt new policies. Copies of applicable Authority policies are available to Tenant at Authority's office and will be otherwise be provided to Tenant upon request at Tenant's expense.

B.) The section and subsection labels and headings are intended as an organization tool and do not themselves constitute terms of the Lease or language intended for use in the interpretation of the Lease.

C.) The Lease is comprised of two main parts (Part I and Part II) plus such other addendums as may be executed by the parties. While Part I is not specifically executed by the parties, it is part of the Lease and the parties' signature on Part II of the Lease signifies that Part I of the Lease has been agreed to by the Parties as part of the total Lease Agreement.

TENANT'S SIGNATURE ON PART II OF THE LEASE SIGNIFIES THAT TENANT AGREES THAT ALL THE PROVISIONS OF PART I OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND THE TENANT AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS AS WRITTEN.

**PART II OF THE  
RESIDENTIAL LEASE AGREEMENT  
HOUSING AUTHORITY of THE CITY OF CHEYENNE**

This document is Part II of the Residential Lease Agreement (with both Part I and Part II of the Residential Lease Agreement jointly referred to as the "Lease") between the Housing Authority of the City of Cheyenne (hereinafter referred to as "Authority"), and \_\_\_\_\_ (hereinafter referred to as Tenant "Tenant"), and upon execution by the parties becomes effective as of this date: \_\_\_\_\_

(1) Premises: That the Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at \_\_\_\_\_ (and hereinafter called the "Premises") to be occupied exclusively as a private residence by Tenant and Tenant's household. The Tenant's UNIT NUMBER is: \_\_\_\_\_.

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 must execute the lease.

Name	Relationship	Age	Birthdate	Last 4 digits of SS#
	Head of Household			

(3) Term: Unless otherwise modified or terminated, the term of this Lease shall be for a period of one-year (12 months) and upon expiration of said term, the Lease will be automatically renewed for successive one year (12 month) terms consistent with the provisions of Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$ \_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$ \_\_\_\_\_ from the Authority for Utility Allowance (for partial month) for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Thereafter, rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh day of said month. A utility allowance of \$ \_\_\_\_\_ per month (if applicable) shall be paid by the Authority to the Tenant, or on the Tenants behalf. The Authority may elect to pay the utility allowance directly to the utility provider that is providing the



primary source of heat on behalf of the Tenant.

Although the amount of rent and utility allowance (if applicable) is set forth above to be effective at the beginning of the Lease's initial term, the amount of rent and utility allowance is subject to change in the future as set forth in Part I of the Lease and policy of the Authority.

(5) Utilities and Appliances: Authority-Supplied Utilities

If indicated by an (X) below, Authority provides the indicated utility as part of the rent for the Premises:

Electricity  Natural Gas  Water  Sewer

Other\_\_\_\_\_

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

Cooking Range  Refrigerator

(6) Utility Allowances: Tenant-Paid Utilities

For each of the utilities marked by (X) in Section A below, the Tenant bears the responsibility for paying for those utilities. This means that the Tenant will need to put those utilities in his/her name, pay those utility bills on time, and not allow those utility bills to be taken out of the Tenant's name until the unit has been vacated. If applicable, Authority shall provide a Utility Allowance in the monthly amount totaling \$\_\_\_\_\_ for the following utilities paid directly by the Tenant:

Electricity Gas Heat Water Sewage Sanitation

A. Tenant shall be responsible for paying for each of the following utilities which are marked (Tenant shall also initial each such marked utility):

\_\_\_\_\_ Electricity (Tenant Initials:\_\_\_\_\_)

\_\_\_\_\_ Natural Gas (Tenant Initials:\_\_\_\_\_)

\_\_\_\_\_ Water (Tenant Initials:\_\_\_\_\_)

\_\_\_\_\_ Other Public Utilities (trash pickup, etc.) (Tenant Initials:\_\_\_\_\_)

\_\_\_\_\_ Other utility (describe)\_\_\_\_\_ (Tenant Initials:\_\_\_\_\_)

\_\_\_\_\_ Other utility (describe)\_\_\_\_\_ (Tenant Initials:\_\_\_\_\_)

B. For each utility so marked above, it shall be the responsibility of the Tenant to make arrangements to go to the utility provider to put the account in the Tenant's name. This means that Tenant must put and keep those utilities in Tenant's name during the entire term of this Lease. This also means that Tenant must make

timely payments for those utilities and not allow any of those utilities to become disconnected or taken out of Tenant's name. Making timely payments means that the Tenant pays utility bills when they are due. A Tenant fails to make timely payments when he/she pays late, makes delinquent payments, or has his/her utility accounts become delinquent, suspended, or disconnected due to late payment. Failure to make timely payments for tenant-paid utilities is considered a material violation of the lease and may result in Lease termination and eviction. Allowing Tenant-paid utilities to become disconnected or taken out of Tenant's name is considered a material violation of the lease and may result in Lease termination and eviction. If Tenant fails to pay for Tenant-paid utilities or is otherwise delinquent in making payment on Tenant-paid utilities and Landlord incurs any costs as a result, Tenant is then responsible for, and shall be charged for, the amount of any such costs.

C. Unless marked above as being the Tenant's responsibility, Landlord shall provide and pay for the following utilities: Electricity, Natural Gas, Water/Other Public Utilities, and (list any other utilities provided by Landlord)\_\_\_\_\_.

D. Utility Deposit: Prior to move-in, Tenant shall pay the Landlord the sum of \$\_\_\_\_\_ as a utility deposit.

1.) The Tenant may not use the utility deposit, or any portion thereof, to pay rent due, including the final rent payment due. The Tenant may not use the utility deposit to pay any other charges while Tenant occupies the dwelling unit.

2.) After the Tenant returns the Premises to the Landlord, the Landlord may deduct from the utility deposit any fees, costs, or expenses owed by the Tenant for any utility charges or expenses, including, but not limited to any charges made by a utility service provider for the Premises or to the Landlord related to Tenant's failure to pay utility bills, to the disconnection of utility service out of Tenant's name, or to the reversion of utility service back into Landlord's name.

3.) If there are no such utility charges owed by the Tenant, then Landlord shall return the entire utility deposit to the Tenant within ten (10) days of a satisfactory showing that all utility charges incurred by the Tenant have been paid. That includes Tenant providing documentation showing that the utility bills covering the entire period of tenancy have been paid. Absent such showing within forty-five (45) days of Lease termination, the Landlord shall within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the Tenant. Any refund due to the Tenant shall be paid within seven (7) days after the utility deposit has been applied to the Tenant's utility debt, or within fifteen (15) days after receipt of the Tenant's new mailing address, whichever is later.

E. Landlord is not responsible for the interruption or other failure to provide utility services for any cause beyond its direct control.

F. Tenant agrees not to excessively consume or to waste the utilities provided by the Landlord.

G. Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Landlord or rules of occupancy restricting or prohibiting the use of space heaters or similar devices.

(7) Charges for Excess Appliances (Not applicable to Tenants who pay utilities directly to utility supplier.)

**If checked below, an additional monthly charge will be added in accordance with CHA's Maintenance Charge Schedule throughout the lease term for each excess appliance on the premises. The monthly charge for window air conditioner use is applied only for the months of use.**

Freezer                                       Refrigerator             Dishwashers  
 Air Conditioner                               Other \_\_\_\_\_

(8) Security Deposit: Tenant agrees to pay \$ \_\_\_\_\_ as Security Deposit. See Part I of this Lease for information on treatment of the Security Deposit.

(9) Execution: By Tenant's signature below, Tenant and household members agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the Lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and explained to me/us.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MEMBER 18 & OLDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MEMBER 18 & OLDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORITY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

**ATTACHMENTS**

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

- ( ) Part I of this Lease
- ( ) Standard Maintenance Charges (May be updated)
- ( ) Grievance Policy (May be updated)
- ( ) Rent Calculation Option Certification – Prints with Lease
- ( ) Waiver For Proper Egress From Basement Windows (single family homes with basements only)
- ( ) Pet Policy for All Developments
- ( ) Animals that Assist the Disabled Policy
- ( ) Protect your Family from Lead In your Home – EPA approved
- ( ) Disclosure of Information on Lead-Based Paint Hazards
- ( ) Community Service Requirements
- ( ) Smoke Free Housing Policy
- ( ) What you should Know about EIV (HUD Form)
- ( ) Is Fraud Worth it? (HUD-114-OIG)
- ( ) VAWA Disclosure
- ( ) Other \_\_\_\_\_

I/We have received a copy of Part I of this Lease, and all of the marked documents listed above. The above information has been explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

**RENT CALCULATION OPTION CERTIFICATION**

I, \_\_\_\_\_ (Head of Household), hereby select the following rent calculation option for the term of the Lease Agreement to which this document is attached. I/We further certify that I/we fully understand the rent calculation options that are available to me/us.

I/We understand that by electing the Percentage of Income calculation I/we will be required to report any changes in composition no later than the 21<sup>st</sup> day of the month of the occurrence, and that I/we will be subject to complete annual re-examinations.

I/We understand that by electing the Flat Rent calculation my/our rent amount will not be adjusted for changes in my/our income or household composition during the applicable term of electing this option. I/We understand that if I/we select the Flat Rent option I/we will be required to complete a full re-examination every three years and that the Flat Rent amount may be changed by the Housing Authority annually.

I/We further understand that I/we may change my/our selection of rent calculation methods at my/our annual recertification date, or at any time for any of the following reasons:

- 1. The family's income has decreased;
- 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.;
- 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

I/We select the following rent calculation option:

\_\_\_\_ Percentage of Income

\_\_\_\_ Flat Rent

By signing below, I/we certify that I/we have received the Flat Rent schedule and a complete explanation of my rent calculation options, and that based upon that full understanding I/we have selected the above indicated rent calculation option.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 18 & Older

\_\_\_\_\_  
Date

**IMPORTANT INFORMATION**

**OFFICE ADDRESS – CHEYENNE:**

Cheyenne Housing Authority  
3304 Sheridan Avenue  
Cheyenne, WY 82009

**MAILING ADDRESS – CHEYENNE:**

P.O. Box 20046,  
Cheyenne, WY 82003

**OFFICE ADDRESS – LARAMIE**

Cheyenne Housing Authority  
1265 N. 3<sup>rd</sup> Street  
Laramie, WY 82072

**TELEPHONE NUMBER:** Cheyenne Office: 307-633-8333  
Laramie Office: 307-745-4409

**EMERGENCY MAINTENANCE - CHEYENNE**

**TELEPHONE NUMBER:** 307- 632-0539 Available 24 hours everyday

**EMERGENCY MAINTENANCE – LARAMIE**

**TELEPHONE NUMBER:** 866-348-0533 (TOLL FREE) Available 24 hours everyday