

NOTICE

This Notice is to inform you that the Cheyenne Housing Authority Board of Commissioners has opened the Public Comment Period for acceptance of comments on the Foxcrest II Lease.

The proposed Foxcrest II Lease is available for review on the Cheyenne Housing Authority website at www.cheyennehousing.org or at the Cheyenne Housing Authority's offices:

- In Cheyenne at 3304 Sheridan Street, Cheyenne, Wyoming.
- In Laramie at 1265 North 3rd Street, Laramie, Wyoming.

Comments on the Foxcrest II Lease are to be submitted in writing (US Mail, email, or hand delivered) to the Cheyenne Housing Authority before 12 NOON Friday April 07, 2023 to:

Cynthia Keseru
Compliance Officer
3304 Sheridan Street
Cheyenne, WY 82009
ckeseru@cheyennehousing.org

Revisions 1-12

Revision 1: (Prorated Rent)

Current Lease:

There is no pro-ration done for rent when a Tenant moves out/vacates/abandons the Premises; if a Tenant is in possession of the Premises as of the first day of a month, the Tenant is responsible for paying that entire month's rent, regardless of whether the Tenant moves out/vacates/abandons the Premises at a date prior to the end of that month.

Proposed changes [Section 2 – Rent and Rent Determinations]

- A. Tenant is responsible for payment of the full month's rent for the month tenant moves out of the unit. Tenant is responsible for payment of ongoing rent until one of the following conditions are met:
1. Unit keys are returned to the Authority,
 2. Authority has sufficient evidence to reasonably conclude that Tenant has abandoned the Premises. For example, if Tenant fails to notify the Authority of Tenant's move-out and the Authority discovers that Tenant abandoned the unit, Tenant is responsible for rent payment up to and including the date the Authority discovers and takes possession of the vacant unit.
 3. Tenant's family has been removed from the unit as a result of an action by the Authority.

After one of these three conditions is met, the Authority will prorate the final month's rent to determine the actual number of days tenant is responsible for

rent payment. The balance of the paid prorated rent payment and the security deposit will be applied to any Tenant charges due to the Authority. The remaining balance, if any, will be returned to Tenant.

Reasons for proposed changes:

If tenants pay only for period of occupancy they will be encouraged to more promptly vacate the unit and turn in unit keys, prorated final-month rent is a fair charge to tenants, and prorated rent is easier to administer.

Revision 2: (Previous Amounts Owed CHA)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 5 – Previous Amounts Owed]:

If Tenant has any unpaid charges from Tenant’s previous occupancy of a CHA unit that is not 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 the 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.

Reasons for proposed changes:

Violations of material terms of their lease seem to surface after tenant transferred to a new unit. The CHA could not proceed with terminating tenant/participant lease because they are now obligated to the new Lease with the new address. This causes CHA a financial burden as the tenant now potentially is destroying two units and could incur more debt before lease termination can be upheld.

Revision 3: (Restrictions around overnight guests)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 1.I (3) – Guests and Visitors]:

Former tenant(s) or participant(s) who have been terminated, evicted or left the CHA in an unfavorable status, including but limited to leaving with outstanding debt to the CHA, previously damaged the property, or are on the Lifetime Sex-Offender registry, are not permitted as overnight guests.

Reasons for proposed changes:

Lease provision was added to mitigate any possible liability that might arise from such visitors.

Revision 4: (Prohibited Items)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 8.C -Other Occupancy Rules and Obligations of Tenant]:

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, pellet 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.

Reasons for proposed changes:

Lease provision was added to address insurance restrictions in the near future. Insurance agencies will not cover properties with restricted items listed.

Revision 5: (Parking Restrictions)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 8.H - Other Occupancy Rules and Obligations of Tenant]:

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 Cheyenne.

Reasons for proposed changes:

CHA has experienced multiple instances of tenant and tenant-guest vehicles parked on the street in front of the rented property and other properties causing various neighborhood problems.

Revision 6: (Gradation of smoking Violations)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 8.N (3) - Other Occupancy Rules and Obligations of Tenant]:

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.

Reasons for proposed changes:

HUD requires that CHA include a gradation of smoking violations with clear language of consequences

Revision 7: (Alcohol Abuse)

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed changes [Section 11.C.(12) -Termination of the Lease]:

Alcohol Abuse - 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

Reasons for proposed changes:

Lease provision was added because it is a HUD requirement for it to be in the Lease

Revision 8 (Smoke Detectors):

Current Lease:

Tenant shall maintain the smoke detector(s) in the Premises in good working order. This includes regularly testing the detector(s) and changing batteries when needed in order

to insure functionality and continuous operation of the detectors. Tenant may not remove, interfere with, or disable the normal operations of the smoke detector(s), nor any other fire detection/suppression system that may be at the Premises, at any time. Tenant may not remove the battery from the smoke detector(s) except when performing a needed battery change. If a smoke detector(s) is defective or otherwise improperly working, Tenant is required to promptly report this to the Authority.

Proposed **addition** to existing Language: [Section 7.C -Condition of Premises, Alterations, Maintenance, Repairs]

Smoke detectors and/or heat sensors that are broken due to vandalism will result in termination of the Lease.

Reasons for proposed changes:

Smoke / heat detectors are critical for the early detection of fire. Being alerted by a smoke/heat detector makes the difference between the extent of the fire, the spreading of the fire and the extent of injury of occupants and damages to personal as well as CHA property. Additionally, broken or otherwise nonfunctioning smoke detectors are a City code violation.

Revision 9 (Stray Animals):

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed Changes:

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

Reasons for Proposed Changes:

HUD regulations require that HUD housing is decent, safe and sanitary.

Stray / wild animals such as cats, may have a variety of diseases which can spread through scratching or biting and intestinal parasites which may be spread through saliva and feces. Feeding strays boosts their population creating public health concerns, sanitary concerns and nuisance concerns.

Revision 10 (Removal of the Forfeiture of Security Deposit):

Current Lease:

Tenant may terminate the Lease Agreement prior to the end of its term by giving Landlord at least thirty (30) days' advance written notice of intent to vacate. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN FORFEITURE OF SECURITY DEPOSIT.

Proposed Changes:

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.

Reasons for Proposed Changes:

"As per HUD 4350.3, Chapter 6, section 6-15F - The owner must comply with any applicable state and local laws governing the security deposit. Wyoming Landlord Tenant Law states that the security deposit should cover damages, unpaid rent, cleaning costs and any charges outlined in the Lease used to return the premises to their original condition. This state law conflicts with Section 8a of the HUD Lease that states that tenants will be eligible for a refund of the security Deposit only if the Tenant provides the Landlord with 30 day written notice of intent. As there is no clear cost associated in the contract to justify this, the CHA will not withhold the tenant's deposit as permitted by HUD 4350.3, Chapter 6, Section 6-4E "If any provision of a model lease conflicts with state or local law, the owner must follow the rule that is of most benefit to the tenant".

Revision 11 (Repayment Agreement Reference):

Current Lease:

There were no lease provisions to address this issue in the current Foxcrest II Lease Agreement

Proposed Changes:

If the family is unable to repay the debt within 30-days, the CHA may enter into a repayment agreement 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 the Lease.

Reasons for Proposed Changes

The repayment agreement Provision provides the Tenant an opportunity to repay a larger sum in smaller increments and avoid eviction as long as the family upholds the terms of the Repayment Agreement.

Revision 12 (Remove Environmental Issues Provision):

Current Lease:

The current Lease reads that Tenants must comply with federal, state and local environmental laws and regulations such as RCRA, CERCLA and SARA with respect to their use and occupancy of the property. These regulations listed (RCRA, CERCLA and SARA) all refer to the proper management of toxic waste as well as the clean-up regulations of hazardous waste sites when contaminants are released into the soil. The provisions discuss notifying the tenant if Authority discovers toxic waste contamination, tenants' need to follow regulations if periodic testing is required, sharing with tenants the results of these tests and studies.

Proposed Changes:

To remove this provision in its entirety.

Reasons for Proposed Changes

Because Tenant is required to abide by these federal and local environmental laws whether the language is or is not in the Lease, it seems appropriate to remove these provisions from the Lease.