

**HOUSING AUTHORITY  
OF THE  
CITY OF WILMINGTON, NORTH CAROLINA  
DWELLING LEASE**

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1. **PARTIES AND DWELLING UNIT:** The parties to this dwelling lease, hereinafter referred to as "Lease", are the Housing Authority of the City of Wilmington, North Carolina, hereinafter referred to as "Landlord", and \_\_\_\_\_, hereinafter referred to as "Resident". The Landlord leases to the Resident the unit located at \_\_\_\_\_ containing \_\_\_ bedroom(s) (the "Unit), in the development known as \_\_\_\_\_ (the "Development") under the terms and conditions as follows:

The Unit is for the exclusive use and occupancy of the Resident and members of the Resident's household, consisting of the following named persons who are authorized to live in the Unit:

Name	Sex	Age	Relation	Date of Birth	Social Security Number
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The Resident shall promptly inform the Landlord of the birth, adoption or court-awarded custody of a child. With the consent of the Landlord, a foster child or a live-in aide (as such term is defined by the regulations of the United States Department of Housing and Urban Development ("HUD")) may reside in the Unit.

Except for the birth, adoption or court-awarded custody of a child, any addition to the household members listed above requires the advance written approval of the Landlord. The Landlord shall approve the additional persons if: a) the addition of such persons to the Unit complies with the Landlord's policies and HUD regulations; b) such persons pass the Landlord's screening for occupancy; and c) an appropriate size unit is available. The Resident shall inform the Landlord whenever a household member moves out of the Unit within ten (10) days after such member leaves the Unit.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person; \_\_\_\_\_. This person's address is \_\_\_\_\_ and phone number is \_\_\_\_\_.

2. LEASE TERM: This Lease shall begin on \_\_\_\_\_ . The term shall be one year and shall renew automatically for another year unless (i) the family fails to comply with the Community Service and Family Self-Sufficiency requirements described in Section 12 of this Lease; or (ii) this Lease is terminated as provided herein.

3 RENTAL PAYMENT: The Resident shall pay an initial monthly rent of \$\_\_\_\_\_. If this Lease begins on a day other than the first day of the month the first month's rent for this initial term shall be \_\_\_\_\_.

\_\_\_\_\_ Flat Rent: The flat rent amount is determined by the Landlord for the Unit.

\_\_\_\_\_ Income-Based Rent: The income-based rent amount is based on the family income and other information reported by the Resident.

(check one)

- a. Change in Rent Calculation. The Resident may change rent calculation methods at any recertification. The Resident who has chosen the flat rent option may request a reexamination and change to the income-based method at any time due to a financial hardship. Financial hardship shall include these situations: (i) the family's income has decreased because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance, (ii) the family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education or similar items; or (iii) other situations that the Landlord determines to be appropriate.
- b. Rental Payment Due and Late Charges. Rent is due on the first day of each month at the Development office. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable.

If the Resident fails to make the rent payment by the first day of the month, a notice will be issued to the Resident and a Fifteen and 00/100 Dollar (\$15.00) late charge will be assessed on the sixth day of the month. If a personal check is returned unpaid by the bank, a Twenty-Five and 00/100 Dollar (\$25.00) returned check fee will be assessed against the Resident. Therefore, a Fifteen and 00/100 Dollar (\$15.00) late charge *and* a Twenty-Five and 00/100 Dollar (\$25.00) returned check fee will be assessed against the Resident if the Resident fails to make rent payment by the fifth day of the month, *and* the Resident's check was returned unpaid by the bank. The charges to be assessed under this Section 3 are not due and collectible until two (2) weeks after the Landlord gives written notices of the charges.

- c. Change in Family Circumstances. If the Resident is paying the minimum rent and there is a change in family circumstances creating an inability to pay the rent, the Resident may request suspension of the minimum rent because of a recognized hardship which has been verified by the Landlord.

4. SECURITY DEPOSIT: The Resident shall pay a security deposit in the total amount of \_\_\_\_\_.

Upon termination of this Lease for any reason, the Landlord shall apply the security deposit to all outstanding charges incurred by the Resident. Any remaining security deposit after

payment of all outstanding charges will be returned to the Resident within thirty (30) days after termination of the Lease and delivery of possession of the Unit by the Resident, If the security deposit was not sufficient to pay all outstanding charges incurred by the Resident, the Landlord shall mail to the Resident an itemized bill setting forth the amount in excess of the amount of the Resident's security deposit, and those charges shall be immediately due and payable to the Landlord by the Resident. The security deposit may be applied to the following charges:

- a. All unpaid rent payments and unpaid fees and charges;
- b. Damage to the Unit or its equipment beyond normal wear and tear;
- c. Charges for keys not returned to the Development office;
- d. Charges for WHA identification cards not returned to the Development office;
- e. Costs of re-renting of the Unit after breach of this Lease by the Resident;
- f. Costs of removal of the Resident's property after a summary ejectment proceeding or court courts in connection with termination of the Resident's tenancy; and
- g. All other charges permitted by the North Carolina General Statutes.

5. OCCUPANCY: The Resident and the household members named in Section 1 of this Lease shall have the right to exclusive use and occupancy of the Unit; including reasonable accommodation for guests (as such term is defined in Section 13 below). Any guests shall need prior written permission of the Landlord to reside in the Unit, and may reside in the Unit for no more than fourteen (14) days with the Landlord's written permission.

With the advanced written permission of the Landlord, the Resident or members of his or her household may engage in legal profit-making activities in the Unit, so long as (i) the Landlord determines that such activities are incidental to primary use of the Unit as a residence of the Resident and his or her household; and (ii) the activities do not infringe on the rights, safely and peaceful enjoyment of the premises (as such term is defined in Section 13 below) by other residents. All such uses of the Unit for legal profit-making activities must meet all zoning requirements, and the Resident must have the proper business licenses, governmental permits and approvals. No structural changes of the Unit shall be permitted to accommodate such profit-making activities.

The Resident shall not permit the use of the Unit for any other purpose without the advanced written permission of the Landlord.

6. PRE-OCCUPANCY AND PRE-TERMINATION INSEPCIONS: The Landlord and the Resident are obligated to inspect the Unit prior to the commencement of occupancy by the Resident. By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the Unit is safe, clean and in good condition, and that all appliances and equipment in the Unit are in good working order as described in the Move-in Unit Inspection Report. This report signed by both the Resident and the Landlord is attached hereto and incorporated by reference.

At the time of move out, the Landlord shall complete another inspection of the Unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of his/her opportunity to participate in the move-out inspection (unless the Resident moves out without notice to the Landlord). The Landlord shall provide the Resident a statement

of any charges made for maintenance and repair beyond normal wear and tear and for consumption of excess utilities.

7. UTILITIES:

A. The Landlord shall provide the following utilities as a part of this Lease, but shall not be liable for the failure to provide utilities service due to circumstances beyond its control:

- a. Gas not in excess of the amount of gas allotted per cubic feet of the dwelling unit per month or quarter as shown on the Current Schedule of Utilities as posted in the Development office;
- b. Electrical current per month or quarter for lighting, refrigeration, and small appliances not in excess of the number of kilowatt hours shown on the Current Schedule of Utilities as posted in the Development office;
- c. Water - Hot and cold;
- d. Heat when necessary or as specified by law;
- e. Common receptacles where appropriate and facilities for the deposit of garbage and other wastes removed by the Resident for municipal collection;

B. The Resident agrees to pay for the following utilities, when applicable:

- a. Electricity in excess of the allotment referred to in Section 7 A (b) above;
- b. Gas in excess of the allotment referred to in Section 7 (A)(a) above,

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Development office. The Resident shall pay any excess utilities consumed in his/her Unit over and above that set forth in the schedules described above. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

8. RENT RECERTIFICATIONS:

A. Each year by the date specified by the Landlord, the Resident who is paying income based rent shall provide accurate, complete, and updated information regarding income, employment, assets, expenses, family compositions and other necessary information required by the Landlord, and in a form prescribed by the Landlord. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Landlord shall advise the Resident of any income that will be excluded from consideration. The Landlord shall comply with HUD regulations and the Landlord's policy as stated in the Landlord's Admissions and Continued Occupancy Policy, as may be amended from time to time.

Income reviews will be held every third year for the Resident who is paying flat rent. Family composition review will still be held every year for the Resident who has opted to pay flat rent. The Resident who has chosen this option will be notified at the appropriate time of his/her recertification.

- B. In the event that annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and the Resident has chosen the income-based rent option, the Landlord will schedule special rent reviews every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a financial hardship on the family as determined by the Landlord.

9. INTERIM RENT ADJUSTMENTS:

- A. The Resident must report within ten (10) days to the Landlord any of the following changes in household circumstances when they occur between annual rent recertifications provided in Section 8 above;
  - a. A member has been added to the family through birth, adoption, or court awarded custody, or marriage.
  - b. A household member is leaving or has left the family unit through death, divorce, or other continuing circumstances.
  - c. The commencement or termination of public assistance, social security and or supplemental security, paid to the Resident or a member of the Resident's household.
- B. In addition, Residents paying income-based rent must report the following activities that occur between annual rent recertifications provided in Section 8 above;
  - a. A decrease in annual income;
  - b. A new income source
  - c. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
  - d. Handicapped assistance expenses, which enable a family member to work;
  - e. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
  - f. Other family changes that impact their adjusted income
- C. Notwithstanding the provisions listed above, the Resident's monthly rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's or household member's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include that amount which the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the

receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, the Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. **EFFECTIVE DATE OF RENT CHANGE:** the Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. **RENT DECREASES:** The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change subject to receipt of verification.
- b. **RENT INCREASES:** The Landlord shall process rent increases so that the Resident is given no less than thirty (30) days advance written notice of the amount due subject to receipt of verification.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay income-based rent shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. The Resident does not submit rent review information as required by this Lease and by HUD by the date specified in the Landlord's request: or
- b. The Resident submits false or misleading information to the Landlord at admission or at annual, special, or interim review.

The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent.

12. **COMMUNITY SERVICE AND SELF-SUFFICIENCY:** The Resident and adult members of his or her household shall perform eight (8) hours of community service (as such term is defined in HUD regulations) or participate in an economic self-sufficiency program (as such term is defined in HUD regulations) for eight (8) hours each month unless otherwise exempt under HUD regulations.

The Landlord shall make an annual determination regarding the compliance of the Resident and members of the household with the community service and economic self-sufficiency requirements no later than thirty (30) days prior to the expiration of this Lease. If the Landlord determines that the Resident or a member of Resident's household is non-compliant, the Landlord shall notify the Resident of the determination. The Lease shall not be renewed at the end of the current term unless the Resident or the member of the Resident's household who is non-compliant enters into a written agreement with the Landlord to make up the missed hours, or

the Resident's household provides written assurance satisfactory to the Landlord that the non-compliant member no longer resides in the Unit.

The Resident may request a grievance procedure on the Landlord's determination of non-compliance.

### 13. RESIDENT'S OBLIGATIONS:

For purposes of this Lease:

- "drug" means a controlled substances as defined in section 102 of the Controlled Substances Act (21. U.S.C. 802);
- "drug-related criminal activity" 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;
- "guest" means a person temporarily staying in the dwelling unit with the consent of the Resident or other member of the household with authority to consent on behalf of the Resident;
- "person under the Resident's control" means a person not staying as a guest in the Unit, but is or was present on the premises at the time of the activity in question because of an invitation from the Resident or other member of the household with authority to consent on behalf of the Resident;
- "premises" means the Development, including common areas and grounds;
- "violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

The Resident is obligated to:

- a. not assign the Lease or sublet the Unit;
- b. not provide accommodations for boarder or lodgers;
- c. use the Unit solely as a private dwelling for the Resident and the Resident's household as provided in Section 1 of the Lease, and not permit the Unit to be used for any other purpose, except as otherwise approved by the Landlord;
- d. abide by necessary and reasonable regulations promulgated by the Landlord for the benefit and well being of the Development, its residents, and the Landlord's employees, which regulations shall be posted in the Development office and incorporated herein by reference;
- e. comply with all applicable provisions of building and housing codes materially affecting the health and safety of the Development, its residents, and the Landlord's employees;
- f. keep the Unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- g. remove garbage and other waste from the Unit in a safe and sanitary manner;

- h. use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators, in a reasonable manner;
- i. not deliberately or negligently, destroy, deface, damage or remove any part of the Unit or the Development;
- j. cause his or her household or guest not to deliberately or negligently, destroy, deface, damage or remove any part of the Unit or the Development;
- k. pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Unit, the Development or premises, intentionally or negligently caused by the Resident, or his or her household or guest, and to pay such charges within thirty (30) days after the receipt of the Landlord's itemized statement of the repair charges. A Schedule of Charges is posted in the Development office. If the item is not listed on the Schedule of Charges, the Resident shall be charged the actual cost the Landlord incurred;
- l. act in a manner, and cause his or her household members or guest to act in a manner which will not disturb the other residents' peaceful enjoyment of their accommodations in the Development, and will be conducive to maintaining the Development in a decent, safe and sanitary condition;
- m. assure that the Resident, any member of the Resident's household, or the Resident's guests will not engage in any of the following:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premise by other residents or the Landlord's employees; or
  - (2) Any drug-related criminal activity on or off the premises;
- n. assure that person(s) under the Resident's control will not engage in any of the following:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or the Landlord's employees; or
  - (2) Any drug-related criminal activity on the premises;
- o. assure that no member of the Resident's household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or the Landlord's employees; furthermore, consumption or presence of alcohol is forbidden in any common area, park, hallway, recreation room, elevator, or other are of WHA property that is not the Resident's apartment or yard. Responsible consumption or presence of alcohol is| permitted in a Resident's yard provided the Head of Household is present at all times.
- p. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;

- q. not litter the grounds or common areas of the property;
- r. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the Unit or related facilities;
- s. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location; and
- t. keep in possession, and assure that all members of his or her household to keep in possession, their approved identification cards (which are issued to Resident and all members of Resident's household who are ten (10) years of age or older), and display the approved identification cards to members of Landlord's staff and/or any public law enforcement officer upon request.

14. LANDLORD'S OBLIGATIONS:

The Landlord is obligated to:

- a. maintain the Unit, the Development and premises in decent safe and sanitary condition;
- b. comply with requirements of applicable building codes, housing codes, and HUD regulations affecting health and safety;
- c. make necessary repairs to the Unit;
- d. keep the Development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. 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 Landlord;
- f. provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the Resident's household) for the deposit of garbage, rubbish, and other waste removed from the Unit by the Resident;
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;
- h. notify the Resident of the specific grounds for any proposed adverse action (which includes, but is not limited to, a proposed termination of the Lease, transfer of the Resident and household to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). If the Landlord is required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure for a grievance related to a proposed adverse action by the Landlord:
  - (1) The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of termination of this Lease, a notice of termination provided by the Landlord in accordance with

Section 20 of this Lease, shall constitute adequate notice of the proposed adverse action.

- (2) In the case of a proposed adverse action other than a proposed lease termination, the Landlord shall not take the adverse action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

15. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY: If the Unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the following shall apply:

- a. The Resident shall immediately notify the Landlord of the damage;
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time. However, if the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident;
- c. The Landlord shall offer standard alternative accommodations (including accommodations in another development or reasonable accommodations within the community), if available, when necessary repairs cannot be made within a reasonable time. However, if the Landlord determines that the damage was a result of a violation of material terms of this Lease by the Resident, then the Landlord may proceed with termination of the Lease after providing alternative accommodations to the Resident;
- d. The rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with Section 15. b. or alternative accommodations are not provided in accordance with Subsection 15. c., except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, the Resident's household members or guests.

16. RESTRICTION ON ALTERATIONS: The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the Unit;
- b. paint or install wallpaper or contact paper in the Unit;
- c. attach awnings or window guards in the Unit;
- d. attach or place any fixtures, signs, or fences on the premises;
- f. attach any shelves, screen doors, or other permanent improvements in the Unit;
- g. install or alter carpeting, resurface floors or alter woodwork;
- h. install washing machines, dryers, fans, or heaters in the Unit, if the Unit is an elderly dwelling unit;
- i. place any aerials, antennas, satellite dishes, or other electrical connections on Unit;
- j. install additional or different locks or gates on any doors or windows of the Unit;

- k. install a dryer in the Unit, if the Unit is a non-elderly dwelling unit, or
- l. install waterbeds.

17. **ACCESS BY LANDLORD:** During the Resident's possession of the Unit, the Landlord shall provide two (2) days' written advance notice to the Resident of its intent to enter the Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, extermination, or to show the Unit for re-renting. The Resident shall permit the Landlord, his or her agents, or other person, when accompanied by the Landlord, to enter the Unit for these purposes. In the event that the Resident and all adult members of the household are absent from the Unit at the time of entry, the Landlord shall leave a written statement in the Unit, stating the date, time, name of the person entering the Unit and the purpose of the visit. It is presumed that Landlord has been granted permission for them to enter the Unit if the Resident has submitted a request for repairs.

The Landlord may enter the Unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

18. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the occupancy standards published in its Admissions and Continued Occupancy Policy ("ACOP"). The occupancy standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit the resident may request a transfer as permitted by Landlord's policy. The Resident shall be given a reasonable period of time to move. This time shall not exceed ten (10) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this Lease.

If the Landlord determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

When the transfer is required by the Landlord, refusal of the unit offer will result in lease termination.

19. **LEASE TERMINATION BY LANDLORD:** The Landlord may terminate or refuse to renew the Lease for:
- a. Serious or repeated violation of material terms of this Lease, including, but not limited to, any of the following:
    - (1) Nonpayment. Nonpayment of rent or other charges due under the Lease (i.e. utilities, work orders).
    - (2) Sublease; Border and Lodgers. The assignment of the Lease or subleasing of the Unit or providing accommodation for boarders or lodgers;
    - (3) Use of Premises. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the advanced written permission of the Landlord;

- (4) Violation of Rules. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
  - (5) Violation of Housing Codes. Failure to abide by applicable building and housing codes materially affecting health or safety;
  - (6) Disposal of Garbage. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
  - (7) Use of Utilities. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators in a safe manner;
  - (8) Destruction of Property. Acts of destruction, fire, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
  - (9) Damages. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
  - (10) Trespassed or Banned Individuals. The failure of the Resident or other members of the Resident's household to not permit any individual who is identified on the "Trespass List" (posted in each development office) of the Landlord or who is restricted from entering the Landlord property as a guest or visitor;
  - (11) Inspection or Extermination. Failure to allow inspection or extermination of the Unit;
  - (12) Sex Offender. Determination or discovery that the Resident or member of the household is subject to a sex offender registration program;
  - (13) Ineligible Immigration Status. Determination or discovery that the Resident or member of the household is ineligible due to immigration status;
  - (14) Pet Policy. Violation of the Landlord's Pet Policy;
  - (15) Resident's Obligations. Failure to fulfill any of the Resident's obligations described in Section 13 of this Lease; or
  - (16) Disturbances. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority.
  - (17) Violation or Repeated Violation of Housekeeping and/or Curb Appeal Policies. The Landlord may pursue the eviction of a Resident whose material or repetitive failure to adhere to its housekeeping and/or curb appeal policies.
- b. Being over the income limit for public housing. However, the Landlord may not terminate this Lease if the Resident's family is over the income limit, if (i) the Resident's family has a valid contract for participation in a Family Self-Sufficiency program (as such program is described in HUD regulations); (ii) the Resident's family receives an earned income disallowance (as such disallowance is described in HUD regulations);
- c. Other good cause, which includes, but is not limited to, the following:

- (1) Criminal activity or alcohol abuse, meaning any of the following:
- (i) Any drug-related criminal activity on or off the premises by the Resident, any of the Resident's household members, any guest of the Resident, or another person under the Resident's control;
  - (ii) The Landlord determines that a member of the Resident's household is illegally using a drug;
  - (iii) The Landlord determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or the Landlord's employees;
  - (iv) Criminal activity by the Resident, any of the Resident's household member, any guest of the Resident, or another person under the Resident's control, that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents (including the Landlord's staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
  - (v) The Resident (1) is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which is a high misdemeanor in the State of North Carolina; or (2) is violating a condition of probation or parole imposed under federal or state law;
  - (vi) The Landlord determines that the Resident or any of the Resident's household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or the Landlord's employees;
  - (vii) The Landlord determines that the Resident or any household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
  - (viii) It shall be cause for immediate termination of this Lease if the Landlord determines that the Resident or any member of the Resident's household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted public housing.

HUD regulations permit the Landlord to terminate this Lease by judicial action for criminal activity, if the Landlord determines that the person has engaged in the criminal activity,

regardless of whether the person has been arrested or convicted for such activity, and without satisfying the standard of proof used for a criminal conviction.

Once the Resident or a household member is either evicted for criminal activity, the Landlord shall notify the local post office serving that Unit that such individual or family is no longer residing in the Unit.

- (2) Discovery by the Landlord after admission of facts that made the Resident ineligible;
- (3) Discovery by the Landlord of material false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income;
- (4) Failure of the Resident or household member to comply with the Community Service and Family Self-Sufficiency requirements pursuant to Section 12 of this Lease. Such failure shall be grounds only for non-renewal of this Lease and termination of tenancy at the end of the twelve-month lease term; or
- (5) The Resident's failure to accept the Landlord's offer of a lease revision made in accordance with HUD regulations, after prior written notice of the offer of the revision at least sixty (60) calendar days before the lease revision is to take effect, and with the offer specifying a reasonable time limit within that period for acceptable by the Resident.

In the event merited legal proceedings are required to recover possession of the Unit, the Resident will be charged a \$90.00 fee or such fee as set by the court to cover the administrative costs, plus other court costs directly associated with such merited legal proceedings.

## 20. NOTICE OF LEASE TERMINATION:

- a. In the event of termination of this Lease by the Resident, the Resident shall give the Landlord thirty (30) days' written notice of termination, which notice shall be delivered as set forth in Section 23. The Resident agrees, upon vacating the Unit, to remove any and all contents of the Unit which are not owned by the Landlord or had not otherwise been provided by the Landlord. To the extent permissible by North Carolina law, costs of removal and disposal shall be assessed to and paid for by the Resident.
- b. In the event of termination of this Lease by the Landlord, the Landlord shall provide written notice (which notice shall be delivered as set forth in Section 23) as follows:
  - (1) A fourteen (14) days' notice because of the Resident's failure to pay rent.
  - (2) A reasonable notice period considering the seriousness of the situation (but not to exceed thirty (30) days):
    - (i) If the health or safety of other residents, the Landlord's employees, contractors, or persons residing in the immediate vicinity of the premises is threatened;

- (ii) If any member of the Resident's household has engaged in drug-related criminal activity or violent criminal activity; or
- (iii) If any member of the Resident's household has been convicted of a felony
- (3) A thirty (30) days' notice for termination in all other cases except that if a state or local law provides for a shorter period of time, the shorter period shall apply.

c.. The notice of termination from the Landlord shall:

- (1) State the specific grounds for the termination, including both the factual grounds for the termination and make a citation to the lease provision(s) which was violated.
- (2) Inform the Resident of his or her right to make such reply as he or she may wish;
- (3) Inform the Resident of his or her right to examine the Landlord's documents directly relevant to the termination or eviction; and
- (4) Inform the Resident of whether he has or she has the right to request a hearing in accordance with the Landlord's grievance procedure.

21. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days' written notice, to be effective on the last day of a calendar month. If notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of the Lease under this Section shall not relieve the Resident's estate from liability either for payment of rent or other accounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

22. **RESERVED FOR FUTURE USE**

23. **DELIVERY OF NOTICES:**

- A. Notice by the Landlord. Except as provided in Section 17, any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's household residing in the Unit, or sent to the Resident by prepaid first-class mail properly addressed to the Resident.
- B. Notice by the Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Development office, or sent to Landlord by prepaid first-class mail, addressed to; The Wilmington Housing Authority, P. O. Box 899, Wilmington, NC 28402.

- C. Reasonable Accommodation. If the Landlord is aware that a special accommodation is needed because the Resident is visually impaired, notices shall be in an accessible format.

24. GRIEVANCES: All disputes concerning the obligations of the Resident or the Landlord shall, shall be resolved in accordance with the Landlord's grievance policy ("Grievance Policy"). The Grievance Policy is posted in the Development office where copies are available upon request.

When the Landlord is required to afford the Resident the opportunity for a hearing in accordance with the Grievance Policy for a grievance concerning the termination of the Lease, the tenancy shall not terminate (even if any notice to vacate under state or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

25. HOUSE RULES: The Resident agrees to obey any House Rules which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. The Resident also agrees to:

- a. Abide by any and regulations set forth in the "RESIDENT HANDBOOK, the provisions of which are incorporated herein by reference, and which the Resident acknowledges receipt of; and
- b. Abide by any and all regulations as set forth in the "ADMISSIONS AND CONTINUED OCCUPANCY POLICY" of the Landlord. The "ADMISSION AND CONTINUED OCCUPANCY POLICY" shall be posted in each Development office.
- c. HOUSE RULES include, but are not limited to the Landlord's Curb Appeal and Housekeeping policies.

26. DISCRIMINATION PROHIBITED. The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex marital status, age, handicap or disability, familial status and shall comply with all nondiscrimination requirements of federal, state and local law.

27. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments incorporated in the Lease.

Attachments:

Violence Against Women Act Addendum

House Rules

Housekeeping Policy

Curb Appeal Policy

Lead Based Paint Pamphlet and Disclosure

Signatures: \_\_\_\_\_

RESIDENT: 1) \_\_\_\_\_

\_\_\_\_\_ Date

2) \_\_\_\_\_

\_\_\_\_\_ Date

LANDLORD: \_\_\_\_\_

\_\_\_\_\_ Date

I hereby agree to be responsible for the above lessee in the event he/she becomes incapacitated in any way; and I further agree to visit said person periodically, to see how they are getting along.

SPONSOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_