



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia, MO 65203
Office: (573) 443-2556 ♦ TTY: (573) 875-5161 ♦ Fax Line: (573) 443-0051 ♦ www.ColumbiaHA.com

PUBLIC HOUSING LEASE AGREEMENT

1. PARTIES AND PREMISES: The parties to this Lease are the Housing Authority of the City of Columbia, Missouri, referred to as "Landlord" or "CHA", and the occupying family, referred to as the "Resident." The Landlord leases to the Resident a ___-bedroom unit located at Columbia, Missouri 6520 Asset Management Project (AMP) Number __, referred to as "the Premises."

The Premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the premises:

Name	Date of Birth	Social Security Number	Relationship Head
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The premises shall not be occupied or used as a residence by any persons other than Resident and those persons named above, without the Landlord's written consent, unless otherwise permitted by the following provisions of this lease.

Any additions to the household members listed above require the advance written approval of the Landlord. This includes live-in aides and foster children or adults, but excludes natural births, adoptions and court awarded custody. The Landlord shall approve the additions if the addition will not require the family to transfer to a larger size unit and if the addition is determined eligible. Exceptions due to medical needs or other extenuating circumstances, including reasonable accommodation, will be made on a case-by-case basis. Resident shall report any additions or deletions in the household to the Landlord within ten (10) days.

2. LEASE TERM: This Lease shall begin on December 1, 2012 and shall end on November 30, 2013. This lease may renew automatically for additional terms of one year each, unless terminated as provided by this Lease.

3. RENTAL PAYMENT: Resident shall pay as rent to Landlord during the term of this lease monthly installments in the sum of _____ (\$ _____.00). If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$(0.00).

Rents are determined by regulations of the U.S. Department of Housing and Urban Development and local policy as contained in the adopted Admissions and Continued Occupancy Policy for the public housing program. These regulations require Resident to choose one of the following methods for rent calculation. Resident may elect to change its choice of rent calculation method each year at annual recertification as contained in Paragraph 8 of this lease. (check one)

- This rent is based on the Landlord-determined flat rent for this unit.
 This rent is based on the Landlord-determined ceiling rent for this unit.
 This rent is based on the income and other information reported by the Resident.

Monthly rent installments are due and payable in advance on the First day of each calendar month. Rent will be considered delinquent if full payment is not received by the Fifth day (5 days later) of the month. All payments due under the provisions of this lease are to be sent by first-class mail to:

COLUMBIA HOUSING AUTHORITY
201 Switzler St.
COLUMBIA MO 65203

4. SECURITY DEPOSIT/CONDITION OF DWELLING UNIT AT END OF LEASE:
Resident agrees to pay and deposit with Landlord the sum of \$.00 as a Security Deposit to be used solely upon termination of the lease as payment for amounts due under this lease. The Security Deposit shall be paid as follows:

 paid in full in advance on the first day of this term;

The Security Deposit will be paid in full to the Landlord prior to Resident occupying the unit. No family will occupy a unit until the Security Deposit has been paid to the Landlord. The Security Deposit shall be held by the Landlord as security for the performance by Resident of all of Resident's obligations under this Lease including, but not limited to, Resident's obligation to pay rent and to properly maintain and clean and not damage the Premises. The Security Deposit shall not bear interest. If, at the end of the Lease Term or earlier termination of this Lease, Resident has performed all of Resident's duties under this Lease, then the Security Deposit shall be refunded to Resident, without interest. If Resident defaults in performance of any of Resident's duties under Lease (including, but not limited to, payment of Rent), or has not performed all of Resident's duties under this Lease at the end or termination of the Lease Term of this Lease, then the Security Deposit shall be applied to any Rents or sums due from Resident to Landlord and to any costs incurred by Landlord performing Resident's duties under this Lease, or repairing damages to the Premises, or in cleaning the Premises, and the balance of the Security Deposit, if any, shall then be refunded by Landlord to Resident. If the Security Deposit is inadequate to pay any unpaid rent or sum due Landlord, or to cause to be performed any duties of Resident to Landlord, or to repair any damages caused to the Premises by Resident, then Resident shall remain responsible to Landlord for any deficiency. An itemized statement of any rent or damage charges deducted from the Security Deposit, and of any refund due Resident, shall be forwarded to Resident at Resident's last known address within thirty (30) days after Resident returns possession of the Premises to Landlord. Resident shall advise Landlord of Resident's forwarding address when Resident vacates the Premises.

Resident shall, at the end of the Lease Term or earlier termination of the Lease Term, return the Premises and all of its appliances and equipment to Landlord in a clean, neat, and dirt- and debris-free condition, and in at least as good a condition as existed at the beginning of the Lease, normal wear and tear excepted. Resident shall be responsible to Landlord for any damage caused the Premises or any parts of the Premises, or any of its equipment or appliances, by Resident, Resident's family, Resident's dependents, guests, invitees or visitors.

5. PET DEPOSIT: It is agreed that Resident may have one pet in accordance with the Landlord Animal and Pet Ownership Policy incorporated herein by reference. Any pet must be registered with the Landlord in accordance with said Policy. In view of Resident's keeping of a pet, as described above, Resident shall deposit with Landlord an additional Security Deposit, as a part of the Security Deposit to be held, used and administered under paragraph 4 of this Lease. Such additional deposit may be referred to as the "Pet Deposit." Such Pet Deposit is required to cover any additional damages to the Premises that might be caused by the pet properly registered with the Landlord. The Resident must pay the amount of \$100.00 to the Landlord as a Pet Deposit. Pet Deposit may be refunded if pet is removed from the Premises and a unit inspection by Landlord documents no pet-related damages.

Resident agrees not to allow any other pet(s), including pets belonging to visitors, to occupy the Premises. Resident agrees to abide by the Landlord's Animal and Pet Ownership Policy, incorporated here by reference, and understands that the pet will not be allowed on the Landlord's property until the Pet Deposit (indicated below) has been paid in full and documentation of current vaccinations, spaying/neutering and licensing are given to the Landlord. The Pet Deposit will be paid as follows: (check applicable payment option)

- paid in full in advance before the first day of pet's arrival in the unit; or
Total pet deposit is \$100.00. Down payment of pet deposit is \$25.00. The remainder of the pet deposit due is \$75.00 and it is payable in 3 monthly installments of \$25.00 beginning _____. The _____ final payment will be made and the pet may move in on _____.
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6. COURT COSTS AND ATTORNEY FEE: In the event legal proceedings are required to recover possession of the Premises, and if judgment is entered against Resident in favor of Landlord in such proceedings, court costs and reasonable attorney's fees may be awarded at the discretion of the Court.

7. UTILITIES: Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if the failure to provide service is beyond its control:

Asset Management Project (AMP) Number 3 (Oak Towers) and Number 4 (Paquin Tower):
Landlord will furnish without additional cost to the Resident: electric, gas, water, sewer, and refuse disposal. For an additional fee, the Resident may use the air conditioner at Oak Tower during the months of May through September at a total cost of \$125.00. If the Resident chooses to use the air conditioner unit, the fee can be paid in full or in five installments of \$25.00 per month beginning May of each year. This fee is due on the 1st of the month and is considered delinquent if it is not received by the 10th of the month.

Asset Management Projects (AMPs) Number 1 (Downtown) and 2 (Bear Creek):
Landlord agrees to furnish water in reasonable quantities, sewer service, and refuse disposal. Resident agrees to obtain electric and gas utilities services in Resident's name from local utilities companies prior to moving into the leased Premises, and to at all times maintain such

utilities in the leased unit. If the Resident fails to purchase and furnish these utilities for the Premises, Resident will be liable for and will be charged for any damage or maintenance resulting from the failure to maintain sufficient heat to prevent freezing of piped water, failure to provide a continuous supply of water for operation of the sewage systems, and failure to properly clean and maintain the house and yard.

No window air conditioning units will be allowed in any unit in Asset Management Projects (AMPs) 1, 2, 3, and 4.

The Utility Allowance Schedule for Resident Paid Utilities is posted in the Landlord's Management Offices. The Schedule of Utility Allowances is not subject to the Grievance Procedure.

8. RENT RECERTIFICATIONS: Once each year as established on the first day of the anniversary of the month of initial move-in, Residents who are paying rent based on income agree to provide updated information regarding income, employment, assets, expenses, family composition, and other necessary information to determine rent, eligibility and appropriate dwelling type and size for the Resident's family. The reexamination process will begin approximately ninety (90) days in advance of the established anniversary date. Determinations will be made in accordance with the approved Admissions and Continued Occupancy Policy (ACOP) posted in the Management Office and incorporated herein by reference. Any rent that is changed as a result of the annual reexamination will become effective on the established anniversary date.

The Landlord shall verify the information supplied by the Resident and use the verified information to calculate the amount of the Resident's rent. Income reviews will be made each third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the annual review appointment the Resident may elect to change Resident's rent choice option. Addendum "A" to this lease will cover Resident's rent choice options. In addition, the Resident may request a change from the rent choice option of "Flat Rent" before the date of the review if the family experiences a decrease in income, circumstances have changed increasing expenses for child care, medical, etc., or other circumstances create a hardship on the family such that the income based method would be more financially feasible for the family.

In cases where annual income cannot be projected for a twelve-month period the Landlord will schedule special rent reviews every ninety (90) days. If the Resident is reporting no income and Resident has chosen income based rent option, the Landlord will schedule special rent reviews each month. Residents reporting zero income must submit Zero Income Certification Forms each month until a regular income source is established.

During the annual review process, each adult member of the household who is required to perform community service hours per month must provide documentation that this requirement has been met each year.

Residents who reside at Asset Management Projects 3 (Oak Tower) and 4 (Paquin Tower) are required to view the High Rise Emergency Action Plan (HEAP) video at move-in and at each annual recertification.

9. INTERIM RENT ADJUSTMENTS: Residents must report to the Landlord, within ten (10) days, any of the following changes in household circumstances that occur between annual rent recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody; or
- b. A household member is leaving or has left; or
- c. An adult household member becomes employed for the purpose of checking eligibility for Earned Income Disregard (EID).

Residents may report changes in income or expenses to request interim adjustments in accordance with the ACOP. The Landlord shall verify the information provided by the Resident to determine if a decrease or increase 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, the annual and adjusted income amounts that were used to calculate the Resident's rent, and the effective date of the new rental amount. Addendum "A" will cover any rent change and must be signed by the Resident.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the following month.
- b. Rent Increases: Rent increases are effective on the first day of the month following 30 days of the date of the change in income.

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

11. RESIDENT OBLIGATION TO REPAY: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim reviews.
- c. It is found that Resident has misrepresented to Landlord the facts upon which Resident's rent is based, so that the rent Resident is paying is less than Resident should have been charged. If this is found, then the increase in rent will be made retroactive as stated in the ACOP.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. OCCUPANCY: The Resident shall use the Premises as a private dwelling for Resident and the persons named in this Lease, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident **shall**:

- a. not permit any persons other than those listed above to regularly visit in the Premises for more than seven (7) consecutive days without obtaining the prior written approval of the Landlord or a total of thirty (30) days in any twelve-month period (see Section 14.k);
- b. not sublet or assign the unit, or any part of the unit;
- c. not engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. not act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. not permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or Authority employees;
- f. use washers and dryers only in dwelling units with proper utility hook-ups and only when authorized in writing by CHA.
- g. not install dishwashers or garbage disposals in dwelling units unless authorized in writing by CHA.
- h. not permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the Premises.

With the written permission of the Landlord, the Resident can incidentally use the Premises for legally permissible income-producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the Premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the Premises, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family. For purposes of this subpart, the term guest means a person who has his or her own legal address. With the consent of the Landlord, a foster child or a live-in aide may reside in the unit. Live-in aide means a person that resides with an elderly, disabled or handicapped person, and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services.

Landlord has adopted reasonable policies as contained in the ACOP concerning residence by a foster child or a live-in aide, and defining the circumstances in which Landlord consent will be given or denied. Under such policies, the factors considered by the Landlord may include:

- (1) Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- (2) CHA's obligation to make reasonable accommodations for handicapped persons. A non-handicapped family living in a unit that contains handicap accessible features may be required to move when there is an eligible handicapped family on the waiting list, or may request a transfer to a non-accessible unit when one becomes available.

13. CONDITION OF DWELLING: By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the Premises are safe, clean and in good condition, and that all appliances and equipment in the Premises are in good working order as described on the Unit

Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease as Attachment 1.

At the time of move out, the Landlord shall complete another inspection of the Premises. When the Resident notifies the Landlord of intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

All Premises and the equipment provided by Landlord shall be inspected on an annual basis or more often if CHA has reason to believe that the property and Premises are not being taken care of properly.

14. RESIDENT OBLIGATIONS. The Resident **agrees to:**

- a. keep the Premises and any other areas assigned for the Resident's exclusive use in a clean and safe condition; this includes keeping any yard space, steps, porch, balconies, and patios free of hazards, trash, litter and debris;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. allow Landlord to enter the unit for annual, special and housekeeping inspections after receiving 48 hours notice of entry; allow Landlord to enter the unit for complaint inspections after receiving 24 hours notice of entry;
- d. not litter the grounds or common areas of the property; to store on the exterior of the unit only furniture that is designed for outdoor use, such as a grill or bicycles that are in working order, and to keep these items in a neat and orderly manner behind the leased unit. Children's toys and bicycles should be placed in an orderly manner behind the leased unit. Playground equipment placed on property must be in safe and working condition with all parts in place. If a third notification from Landlord to Resident of a violation of the provisions of this subsection 14d is required, the violation shall be considered a major breach and violation of the Lease, and Landlord may, as a result of such violation, initiate proceedings to terminate this Lease in accordance with paragraphs 21 and 22 of this Lease;
- e. not place swimming pools 24 inches and/or taller on the property. All pools less than 24 inches tall shall be drained immediately after use and removed from the yard.
- f. abide by the State law that requires all juveniles under 16 years of age to attend school on a regular basis, unless graduated;
- g. voluntarily move within thirty (30) days of written notification if, in CHA's judgment, the Resident's self-reliance has deteriorated beyond the point where the scope of services offered by CHA can assist the Resident in maintaining himself/herself;
- h. not undertake, or permit Resident or family or guests to undertake any hazardous acts or do anything that will damage the property;
- i. conduct himself/herself and cause other persons on the premises with Resident's consent to conduct themselves in a manner which will not be disturbing to Resident's neighbors' peaceful enjoyment of their property and in a manner that will be conducive to maintaining the development in a decent, safe and sanitary condition;
- j. not destroy, deface, damage or remove any part of the Premises, common areas, or property grounds;
- k. ensure that the Resident, all members of the household and guests do not engage in:
(1) any criminal activity that threatens the health or safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Residents or employees of Landlord, to include, but not limited to threats to other residents or

staff, peace disturbance arrest, arrest of trespassers that the resident has been informed are not allowed on the property, sexual molestation, debauchery of a minor, prostitution and other similar or related sexual misconduct; or

(2) any drug-related criminal activity, misdemeanor or felony, on or off the Premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of the lease, and for eviction from the unit. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession of a controlled substance or drug paraphernalia, or the possession with intent to manufacture, sell, or distribute a controlled substance or drug paraphernalia. The term controlled substance means any substance real or imitation as defined by city, state, and federal laws; or

(3) Intentionally, knowingly or recklessly carry any deadly weapon on or about their person or display a deadly weapon in connection with a verbal or nonverbal threat of bodily harm, or shooting, throwing any object at, or otherwise damaging any property through the intentional, unintentional, reckless, careless or negligent use of any deadly weapon (with "deadly weapon" including, but not being limited to, any firearm, club, explosive, other form of weapon, knife, knuckles, BB pellets or pellet guns);

- I. not give accommodation to boarders or lodgers, nor allow a former resident of Landlord who has been terminated or evicted to occupy the unit for any period of time after being notified by Landlord that they are not allowed to do so;
- m. not allow individuals on the CHA trespass list entry into the leased unit or on Landlord property after being notified that they are not allowed on the Premises;
- n. advise Landlord if resident will be absent from the unit for more than fourteen (14) consecutive days;
- o. 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;
- p. keep or maintain any vehicle on the Premises in operating and safe condition (no major oil or fluid leaks);
- q. maintain a valid license plate, inspection sticker, and Landlord parking permit on Resident's vehicle. Vehicles on Premises without Landlord parking permits will be towed at owner's expense. Landlord parking permits can be revoked after notice has been given. Vehicles without a Landlord parking permit, or displaying a permit that has been revoked, or a vehicle not in operating condition or safe condition in the judgment of the Landlord will be towed at owner's expense within a reasonable period of time after notice by Landlord;
- r. not work on or repair vehicles on Landlord parking lots or streets;
- s. not park on any Landlord lawn area; remove garbage and other waste from the Premises in a clean and safe manner including proper bagging of trash before depositing in trash chutes where applicable; and agrees not to store trash bags and garbage behind the leased unit;
- t. pay reasonable charges for the repair of damages other than normal wear and tear to the Premises, development buildings, facilities or common areas caused by the Resident, Resident's household, guests or visitors and to do so within fourteen (14) days after the receipt of the Landlord's itemized statement of the repair charges. The Maintenance Standardized Charges is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- u. not abuse alcohol to the point of interfering with the health, safety or right to peaceful enjoyment of the premises by other residents or Landlord;

- v. perform Community Service as required by the Quality Housing and Work Responsibility Act of 1998. Each adult member of the household who is required to perform community service hours per month per Federal guidelines shall provide to the Landlord on a monthly basis documentation of community service performed;
- w. view the High-rise Emergency Assistance Program video at time of move-in and at each annual recertification if a Resident at Oak Tower or Paquin Tower;
- x. move to an appropriate size unit if Landlord determines that the size of the dwelling unit is no longer appropriate to the Resident's needs. Resident will be given a reasonable time in which to move;
- y. Not install washers and dryers in dwelling units, other than with proper utility hook-ups, and then only with the prior permission of landlord;
- z. Not smoke or allow smoking in dwelling units and/or common areas where oxygen bottles or tanks are present;
- aa. Maintain the Resident's unit in a clean, neat and debris free condition, so as to not cause the Resident's unit to require three (3) Housekeeping Inspections within six (6) consecutive months; it being understood that three (3) Housekeeping Inspections within any period of six (6) consecutive months shall be considered to be a Major Breach of this Lease, which may result in Lease termination and eviction;
- bb. Keep Resident's dwelling unit in good condition or in a condition which does not present any danger or hazard or nuisance or risk to the health or safety of Resident or a member of Resident's household, or to residents of other dwelling units, or to any guests; it being understood and agreed that Resident shall promptly notify CHA of any observed need for repairs to the dwelling unit or any other CHA property, and of any unsafe or unsanitary conditions of any dwelling unit or other CHA property;
- cc. Not install dishwashers or garbage disposals without the prior written authority of CHA;
- dd. Not tamper with or dismantle smoke detectors/carbon monoxide (CO) detectors that are installed for the protection of Resident or of Resident's dwelling unit, and which are required by federal regulations and local ordinances; [The first (1st) offense of tampering with a smoke detector/CO detector shall result in a \$50.00 fine. The second (2nd) offense of tampering with a smoke detector/CO detector shall be considered to be a Major Breach and violation of this Lease which may result in Lease termination and eviction];
- ee. Not permit any person, other than the owner of such Wheelchair, to operate a wheelchair while in any common areas of any CHA premises;
- ff. Not allow bicycles to be placed in or used in any dwelling units or common areas inside Paquin Tower or Oak Towers;
- gg. Not use recreational equipment in any common areas of any CHA property, development or premises, unless authorized in writing by CHA;
- hh. Not use, park or permit to be used or parked any recreation vehicles or trailers, including vehicles that are towed by another vehicle, on CHA property, without prior written authorization from the Site Manager and the Administrative Safety Officer;
- ii. Not park or permit to be parked any vehicle on any CHA parking lot, without a resident parking permit; it being understood that CHA will issue one (1) parking permit for one (1) vehicle for each adult (over the age of 18) Resident or member of Resident's household;
- jj. Reimburse Landlord for any bank charges to CHA for insufficient funds checks or bank withdrawals authorized by Resident. All insufficient funds checks or bank withdrawals authorized by Resident will be assessed an additional \$15.00 insufficient funds charge upon each occurrence. Payment to CHA shall be made by the last day of the month in which the insufficiency occurred.
- kk. use only curtains or blinds in good repair as window coverings and to not place blankets, sheets, trash bags, aluminum foil, cardboard or any other items not designed as window coverings over windows without express written permission of CHA management. If a third

notification from Landlord to Resident of a violation of the provisions of this subsection 14kk is required, the violation shall be considered a major breach and violation of the Lease, and Landlord may, as a result of such violation, initiate proceedings to terminate this Lease in accordance with paragraphs 21 and 22 of this Lease.

15. LANDLORD OBLIGATIONS. The Landlord **agrees to:**

- a. maintain the Premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the Premises;
- d. maintain the common grounds in a reasonably safe condition, however, Landlord cannot be held responsible for inclement weather conditions which may result in safety hazards beyond control of the Landlord;
- 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 for the deposit of garbage, rubbish, and other waste removed from the Premises 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 by CHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.) [When CHA is required to afford the Resident the opportunity for a hearing under the CHA grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with Section 22 of the lease shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, CHA shall not take the proposed 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.]

The above provisions of this Section 15 notwithstanding, and any provisions of this Lease notwithstanding, Resident, members of Resident's household and Resident's guests are completely responsible for their own safety with respect to accumulations of snow, ice, water and other weather related conditions. While CHA will make a reasonable effort to remove or treat excessive accumulations of snow, ice, water and other related conditions on main walkways, of which such accumulations it has actual notice and reasonable time to remove or treat same, in due course, CHA shall not be responsible for injury to persons or damages to property caused by any such accumulations or other weather related conditions on CHA property, and Resident agrees that such shall be the case on behalf of Resident and all members of Resident's household and Resident's guests.

16. UNINHABITABLE PREMISES. If the Premises are rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord.
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. 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, if available, when necessary repairs cannot be made within a reasonable time. Landlord is not required to offer Resident other accommodations if the hazardous condition was caused by the Resident, a member of Resident's household or guests. If the Landlord determines that the Premises are uninhabitable because of imminent danger to life, health, and safety of the Resident and alternative accommodations are refused by the Resident, this Lease shall be terminated.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

17. RESTRICTION ON ALTERATIONS: The Resident shall not do any of the following without first obtaining the Landlord's written permission. Failure to obtain written permission may result in assessment of charges for damages:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the Premises. This includes hand held shower heads, compact fluorescent lightbulbs (CFLs) and other energy-efficient devices.
- b. dismantle, change or remove any part of the smoke detector(s) and/or carbon monoxide detector(s) in the Premises.
- c. paint or install wallpaper or contact paper in the Premises.
- d. attach awnings or window guards in the Premises.
- e. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds.
- f. attach any shelves, screen doors, or other permanent improvements in the Premises.
- g. install or alter carpeting, resurface floors or alter woodwork.
- h. install washing machines, dryers, dishwashers, ceiling fans, heaters, garbage disposers, or air conditioners in the Premises.
- i. place any aerials, antennas or other electrical connections on the Premises.
- j. install additional or different locks or gates on any doors or windows of the Premises.
- k. operate a business as an incidental use in the Premises.
- l. store or keep flammable or hazardous materials which are not designated by the manufacturer for use and/or storage inside the dwelling upon the Premises.

18. ACCESS BY LANDLORD: The Landlord shall provide 48 hours [two (2) days] advance written notice to the Resident of intent to enter the Premises for the purpose of performing routine inspections and preventive maintenance, monthly extermination or to show the Premises for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, Landlord's agents, or other persons when accompanied by the Landlord, to enter the Premises for these purposes. In the event that the Resident and all adult members of the household are absent from the Premises at the time of entry, the Landlord shall

leave a card stating the date, time and name of the person entering the Premises and the purpose of the visit.

The Landlord may enter the Premises at any time without advance notice when there is reasonable cause to believe an emergency exists. Resident notice to Landlord for repairs shall be deemed authorization by Resident for Landlord to enter the leased premises without prior notice to make necessary repairs.

A work order request for repairs to a unit provides implied consent of entry and does not require prior written notice to the tenant.

19. SIZE OF DWELLING: The Resident understands that the Landlord assigns Premises according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as Premises designed for the elderly or handicapped) and size of the Premises required by the number of household members. If the Resident is or becomes eligible for a different type or bedroom-size unit and an appropriate unit under Landlord's transfer procedures becomes available, the Resident shall be given a reasonable period of time to move and a new lease will be signed. The time to move shall not exceed thirty (30) days unless an unusual hardship condition exists.

If the Landlord determines that a 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. A non-handicapped family living in a unit that contains handicap accessible features may be required to move when there is an eligible handicapped family on the waiting list or transfer list. If the Resident fails to move to the designated Premises within the notice period specified by the Landlord, the Landlord may terminate this lease.

20. ACCOMMODATION OF PERSONS WITH DISABILITIES: Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the resident can meet lease requirements or other requirements of tenancy.

21. LEASE TERMINATION BY LANDLORD: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. work orders, utilities), or repeated chronic late payment of rent (three times in a twelve month period);
- b. breach of the terms of a repayment agreement entered into with CHA;
- c. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Recertifications;
- d. failure to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen the income-based method of rent calculation;
- e. furnishing false or misleading information during the application or review process;
- f. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

- g. use of the premises for purposes other than solely as a premises for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- h. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and wellbeing of the housing development and the Residents;
- i. failure to abide by applicable building and housing codes materially affecting health or safety;
- j. failure to allow the exterminator into the unit for the monthly treatment for pest control or failure to comply with requirements for pest control treatment;
- k. failure to allow CHA staff into the unit to complete annual, special or housekeeping inspections after receiving 48 hour notification;
- l. failure to ensure the smoke detector and/or carbon monoxide detector is operational at all times;
- m. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- n. failure to maintain any yard space, steps, porch, balconies, or patios by keeping them free of hazards, trash, litter and debris;
- o. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- p. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- q. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- r. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- s. failure to abide by the CHA Parking Policy;
- t. resident's self-reliance has deteriorated beyond the point where the scope of services offered by the Authority can assist the Resident in maintaining himself/herself;
- u. any violent or drug-related criminal activity on or off the premises;
- v. allowing individuals who have been terminated or evicted to occupy the unit for any period of time;
- w. allowing individuals on the CHA trespass list entry into the unit or on the property after being informed they are not allowed on the premises;
- x. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or Landlord;
- y. failure to perform required community service or be exempted therefrom;
- z. failure to allow inspection of the premises;
- aa. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- bb. determination or discovery that a resident is a registered sex offender;
- cc. failure to comply with the CHA Animal and Pet Ownership Policy;
- dd. determination or discovery that a Resident or member of the Resident household 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 violating a condition of probation or parole imposed under federal or state law;
- ee. any other good cause.
- ff. Breach of or failure to perform in accordance with any of the provisions of this Lease Agreement, all of which such provisions are material and are of the essence of this Lease.

The Landlord enforces the Lease in accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), which gives CHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." The Violence against Women Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1)]. The Landlord will pursue all such terminations in accordance with the policies outlined in the ACOP, and as prescribed by HUD. The Resident agrees to abide by the VAWA policies.

If this lease is terminated in accordance with Sections 21 and 22 of this Lease, then Resident shall immediately vacate the Premises and shall peaceably deliver possession of the Premises to the Landlord, in the condition required by this Lease, together with all keys therefor, and shall remove from the Premises all other persons occupying the Premises and Resident's possessions. Landlord shall be permitted to immediately enter into possession of the Premises subject to Section 28. The Security Deposit, if any, shall be applied by Landlord in the manner described in Section 4 of this Lease, and the balance, if any, shall be refunded to Resident within thirty (30) days after Resident returns possession of the Premises to Landlord, provided that if the Security Deposit is not adequate to pay for Resident's duties and obligations to Landlord, Resident will remain obligated to Landlord for the deficiency.

22. NOTICE OF LEASE TERMINATION: The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease Termination required by this lease. The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the premises, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The Landlord shall give written notice of termination of the Lease as follows:

- a. for failure to pay rent, fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency or seriousness of the situation but not to exceed thirty (30) days; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The notice shall specify the date the Lease shall be terminated; state the grounds for termination with enough detail for the Resident to prepare a defense; and advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated.

Either of the following types of criminal activity by the Resident, any member of the household, a guest, or visitor, shall be a violation of a material term of the lease and cause for termination, and CHA shall notify the local post office that the individual or family is no longer residing there as required by HUD regulations:

- (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the
CHA's public housing premises by other residents or employees of CHA;
- (2) any drug-related criminal activity on or off CHA's public housing premises.

23. LEASE TERMINATION BY RESIDENT: The Resident shall give the Landlord at least one 30-day written notice before moving from the premises. This written notice must include one full rental period. A rental period is defined as one full calendar month from the first day of the month to the last day of the month. If the Resident does not give the full 30-day's notice, the Resident shall be liable for rent to the end of the notice period or to the date the Premises are re-rented, whichever date comes first.

24. 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, the Landlord shall conduct a home visit to determine if anyone is residing in the unit. Once the Landlord has confirmed the death of the HOH of a single member household - documented by Obituary, Death Record, or other information obtained – Landlord shall end Resident's participation in the public housing program effective the date of death listed in the Deceased Tenants Report or the date on which the family or designee of the deceased tenant's estate returns the keys and signs a vacate notice; or the date the public housing lease was terminated; or the date the Landlord legally regains possession of the unit, whichever occurs first. The Landlord may grant the personal representative of the Resident's estate a maximum of fourteen (14) days to remove the Resident's belongings and return possession of the unit to CHA unless the rent has been paid for the month in which the death occurs, in advance of the date of death. In those instances, the family or designee of the deceased tenant's estate should be allotted time through the end of the month in which the rent has been paid, or fourteen consecutive days from the date the PHA is notified of the death, whichever is greater. If possession of the unit is not returned to CHA within the allotted time frame, CHA may go to court to regain possession and may end Resident's participation in the public housing program on the date possession is regained. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the allotted time frame, for court costs incurred in regaining possession of the unit, 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.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease, then termination actions shall be taken.

25. RESIDENT'S PERSONAL PROPERTY: The personal property of the Resident, members of the household, guests, or other persons claiming through the Resident, shall be placed on the leased premises or on any other part of the premises at the sole risk of Resident, members of the household, guests, or other persons owning the same. The Landlord shall not be liable for the loss, fire, damage, destruction, theft or any injury to such property. Resident is encouraged to obtain Renter's Insurance coverage on such personal property. Landlord does not provide storage for any personal property in buildings, garages or on parking lots.

26. PROPERTY ABANDONMENT: If the Resident and Resident's family are absent from the premises for fourteen (14) consecutive days during the lease term or any renewal period without notice of such absence to the Landlord, the leased unit may be deemed to be abandoned. Investigation by Landlord shall be documented to confirm the reasonable appearance of Resident's abandonment in that all or most of Resident's property has been removed, mail service has been forwarded, lack of phone or utilities service, and/or neighbor's knowledge that the Resident has vacated.

The Landlord will make reasonable efforts to secure the premises against vandalism and attach a notice of entry to the door of the abandoned unit. If there is no response to this notice after ten (10) days, or if all the Resident's possessions have been removed, Landlord will take possession of the unit.

If Resident fails to remove from Resident's dwelling unit, at the conclusion of the Lease Term, or upon the termination of the Lease or the Lease Term, any personal Property of Resident or of the members of Resident's family or household, then CHA may (but shall not be required to do so) remove such property, and store same for the benefit of Resident; provided that all costs and expenses of such storage shall be paid by Resident and must be paid by Resident before the property is returned to Resident. If CHA gives to Resident fourteen (14) days notice that CHA has stored property for Resident, and if Resident does not make arrangements to pick up such property within such fourteen (14) day notice period, then CHA may sell, abandon or otherwise dispose of all such property of Resident and the members of Resident's household, in such manner as CHA, in the exercise of its sole discretion, finds to be appropriate, and may retain, as CHA's property, all funds resulting from such sale or disposition, and CHA shall have no liability, obligation or responsibility to Resident or the members of Resident's household for the return of such property, or for the disposition of such property.

27. DELIVERY OF NOTICES:

Notice by Landlord: 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 family residing in the premises, or sent to the Resident by first-class mail or may be affixed to the front door of Resident's dwelling unit, if no one appears to be present in the dwelling unit.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Columbia Housing Authority, 201 Switzler Street, Columbia MO 65203. If the resident is visually impaired, notices shall be in accessible format.

28. GRIEVANCES: All disputes concerning the obligations of the Resident shall be resolved in accordance with the Grievance Procedures policy adopted by Landlord, which shall be posted in a conspicuous manner in the Management Offices. The Grievance Procedures are incorporated herein by reference as Attachment 2.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, 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.

Before the Landlord shall schedule a Formal Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Landlord is not required to afford the tenant the opportunity for a hearing under the Landlord's administrative grievance procedure for a grievance concerning the lease termination, and the Landlord has decided to exclude such grievance from the Landlord's Grievance Procedure, the notice of lease termination under Section 22 shall:

- a. State that the tenant is not entitled to a grievance hearing on the termination.
- b. Specify the judicial eviction procedure to be used by the Landlord for eviction of the tenant, 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.
- c. State whether the eviction is for a criminal activity or drug-related criminal activity.

29. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, gender, gender identity, sexual orientation, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

30. PROVISIONS FOR MODIFICATIONS: Modification of the Lease shall be accomplished by a written rider executed by both parties except for the posting of policies, rules, and regulations incorporated herein by reference. Where a conflict exists between provisions between this lease and policies incorporated herein by reference, the provisions of this lease will prevail.

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 are part of this Lease.

- ADDENDUM "A" - Schedule of Rent Changes and Rent Choice Options
- ADDENDUM "B" – Schedule of Utility Allowance Changes
- ADDENDUM "C" – Crime Free Housing
- ADDENDUM "D" – Smoke-Free Floors Lease Addendum for Oak and Paquin Towers
- ADDENDUM "E" – Resident Pest Control Lease Addendum
- ATTACHMENT 1 - Unit Inspection Report
- ATTACHMENT 2 - Grievance Procedure posted and incorporated herein by reference
- ATTACHMENT 3 - ACOP posted and incorporated herein by reference
- ATTACHMENT 4 - Animal and Pet Ownership Policy posted and incorporated herein by reference

IN WITNESS WHEREOF, the parties have executed this Public Housing Lease Agreement this
th, day of _____ 2014 at Columbia, Missouri.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, MISSOURI**
201 Switzler Street
Columbia, MO 65203

RESIDENT:

Assistant Public Housing Manager

Resident Head of Household

Spouse, Co-Head or Other Adult

Other Adult Household Member

Other Adult Household Member

Guardian/Conservator/Other

ADDENDUM "A"

SCHEDULE OF RENT CHANGES

The monthly rental on the leased Premises as adjusted by reason of changes provided in Section 10 above is as follows:

Monthly Tenant Rent	Effective Date	Resident	Landlord
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE OF RENT CHOICE OPTIONS

Annual or Interim Recertification Effective Date	Income-Based	Flat Rent	Ceiling Rent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDENDUM "B"
SCHEDULE OF UTILITY ALLOWANCE CHANGES

The monthly utility allowance on the leased Premises as adjusted by reason of changes provided in Section 7 above is as follows:

Utility Allowance	Effective Date	E/G	Resident	Landlord
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ADDENDUM "C"
LEASE ADDENDUM FOR CRIME-FREE HOUSING

All persons living in federally assisted housing deserve to live in safe and crime-free neighborhoods, free from violent and drug-related criminal activity and other crimes that threaten their health, safety, and peaceful enjoyment of their dwelling.

Therefore, in consideration of the execution or renewal of the lease of the dwelling unit identified in the lease, the owners and tenants agree as follows:

The **tenant**, any **members of the tenant's household**, or **any guest** or other person under the tenant's control ***shall not engage*** in the commission of any criminal acts and/or conspiracy or attempt to commit any criminal acts ***on or off their leased premises at any time***. Criminal activity threatens everyone in the community and engagement in such activity creates an unsafe environment for everyone regardless of where the crime occurs.

The prohibited criminal acts are outlined below as defined in the Revised Statutes of Missouri (RSMo) and/or similar offenses defined in Chapter 16 Code of Offenses of the Code of Ordinances of the City of Columbia, Missouri. Such offenses include but are not limited to the following criminal acts as defined in the aforementioned criminal codes of the State of Missouri and the City of Columbia, Missouri:

1. **ALL VIOLENT CRIMINAL ACTIVITY** and crimes of violence including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 565 Offenses Against the Person:

- Murder
- Kidnapping
- Stalking
- Manslaughter
- Felonious Restraint
- Invasion of Privacy
- Unlawful Endangerment
- False Imprisonment
- Violation of the Infant's Protection Act
- Domestic Assault
- Elder Abuse
- Assault
- Harassment
- Vulnerable Person Abuse
- Tampering with a Prescription or a Drug Prescription Order

2. **ALL DRUG-RELATED CRIMINAL ACTIVITY**, drug and solvent related offenses and other offenses including but not limited to the following drug and solvent related offenses and/or violations as defined in RSMo Chapter 195 Drug Regulations and RSMo Chapter 578 Miscellaneous Offenses. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 & U.S.C. 802).

- Possession of a Controlled Substance
- Trafficking Drugs
- Unlawful Use of Drug Paraphernalia
- Unlawful Endangerment of Property
- Distribution, Delivery, Manufacture or Production of a Controlled Substance
- Fraudulently Attempting to Obtain a Controlled Substance
- Possession of an Imitation Controlled Substance
- Delivery or Manufacture of an Imitation Controlled Substance

All Drug-Related Criminal Activity Continued

- Creation of a Controlled Substance
- Possession of Anhydrous Ammonia

- Inhalation or Inducing Others to Inhale Solvent Fumes
- Possession, Purchase, Selling or Transferring Solvents to Cause Certain Reactions

3. **ALL SEXUAL OFFENSES** and pornography and related offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 566 Sexual Offenses, RSMo Chapter 573 Pornography and Related Offenses as well as indecent exposure as defined in Chapter 16 City Code of Ordinances:

- Forcible Rape
- Attempted Forcible Rape
- Statutory Rape
- Enticement of a Child
- Trafficking for the Purpose of Slavery
- Sexual Exploitation of a Child
- Promoting Child Pornography
- Trafficking for the Purpose of Sexual Exploitation
- Sexual Assault
- Forcible Sodomy
- Statutory Sodomy
- Promoting Obscenity
- Sexual Trafficking of a Child
- Promoting on-line sexual solicitation
- Possession of Child Pornography
- Child Molestation
- Deviate Sexual Assault
- Sexual Misconduct

4. **ALL CRIMES OF ROBBERY, ARSON, BURGLARY**, and other related offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 569 Robbery, Arson, Burglary and Related Offenses:

- Robbery
- Arson
- Knowingly Burning or Exploding
- Reckless Burning or Exploding
- Negligent Burning or Exploding
- Tampering
- Property Damage
- Trespass in the First Degree
- Burglary
- Possession of Burglar's Tools

5. **ALL CRIMES OF FELONY STEALING** and other related criminal offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 570 Stealing and Related Offenses:

- Felony Stealing
- Stealing, Third Offense
- Felony Receiving Stolen Property
- Forgery
- Felony Identity Theft
- Trafficking in Stolen Identities

6. **ALL CRIMES OF ARMED CRIMINAL ACTION**, unlawful use of weapons, and other related weapon offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 571 Weapons Offenses.

- Armed Criminal Action
- Unlawful Use of Weapons
- Defacing Firearm
- Possession of Firearm Unlawful for Certain Persons
- Unlawful Possession of an Explosive Weapon
- Unlawful Transfer of Weapons
- Transfer of Concealable Firearms
- Possession of a Defaced Firearm

7. **ALL CRIMES AGAINST THE PUBLIC ORDER** including rioting, peace disturbance, unlawful assembly, refusal to disperse, and other offenses including but not limited to the

following criminal offenses and/or violations as defined in RSMo Chapter 574 Offenses Against the Public Order:

- Unlawful Assembly
- Refusal to Disperse
- Institutional Vandalism
- Rioting
- Money Laundering
- Making a Terrorist Threat
- Promoting Civil Disorder in the First Degree

8. **ALL CRIMES OF PROSTITUTION** and other related offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapter 567 Prostitution:

- Prostitution
- Patronizing Prostitution
- Promoting Prostitution

9. **ALL CRIMES OF DOMESTIC ASSAULT**, violations of protective orders, stalking, abandonment of a child, endangering the welfare of a child, and abuse of a child and other offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo Chapters 455 Abuse-Adults and Children, 565 Offenses against the Person, and 568 Offenses against the Family:

- Violation of Full or ex parte order of protection, abuse or stalking
- Domestic Assault
- Harassment
- Felonious Restraint
- Elder Abuse
- Vulnerable Person Abuse
- Stalking
- Abandonment of a Child
- Endangering the Welfare of a Child
- Trafficking in Children
- Promoting or Using a Child in a Sexual Performance

10. **ALL CRIMINAL STREET GANG ACTIVITY** and other offenses including but not limited to the following criminal offenses and/or violations as defined in RSMo 578 Miscellaneous Offenses:

- Participating knowingly in criminal street gang activities
- Crimes committed to promote or assist criminal conduct by gang members

11. **CHRONIC AND PERSISTANT DWI** and all felony offenses of aggravated, chronic, persistent and prior offenders involving drug or alcohol-related intoxication-related traffic offenses as defined in the RSMo Chapter 577 Section 577.023

12. **ANIMAL ABUSE** and all felony offenses involving animal fighting and animal abuse and neglect in RSMo Chapter 578.

The tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including violent or drug-related criminal activity, at any location.

The tenant or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including violent or drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of

the provisions of this Crime-Free Lease Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence.

In case of conflict between the provisions of this Crime-Free Housing Addendum and any other provisions of the lease, the provisions of this addendum shall govern.

This Crime-Free Lease Addendum is incorporated into the attached lease, executed or renewed this day, between Owner and Tenant.

Tenant

Date

Owner/Landlord

Date

ADDENDUM "D"
SMOKE-FREE FLOORS LEASE ADDENDUM FOR OAK AND PAQUIN TOWERS

1. **Purpose of Smoke-Free Floors Policy.** Due to HUD requirements, the need for smoke-free housing for persons with respiratory-related disabilities, the cost of renovating units which have housed smokers and the health effects of secondhand smoke, CHA is adopting the following Smoke-Free Floors Policy which prohibits smoking and the use of tobacco related products and any other similar lighted product in any manner or in any form in the common areas, within 20 feet of all public entrances outside and in units on floors 2 and 3 of Oak Towers and in the common areas, within 20 feet of all public entrances outside, in units on the ground floor, and in units on floors 1, 2, 3 and 4 of Paquin Tower. Residents living on these floors who smoke must do so only in units on other floors or in designated smoking areas. This policy applies to all residents, guests, visitors, service personnel and employees.

There is a temporary exception to this policy for current residents who are smokers. Any current resident as of **January 1, 2011** who smokes and resides on the smoke-free floors must complete a temporary smoking policy exemption form allowing them to smoke in their apartment. This exemption will continue only until the date of the resident's lease renewal, at which time the smoking policy will also apply to the resident. Failure of any resident to follow the smoke-free policy will be considered a lease violation.

2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, or other tobacco product, incense or similar lighted product in any manner in any form.
3. **The CHA to promote Smoke-Free Floors Policy.** "No Smoking" signs will be posted in the lobby, in the entrances to the building, on the stairwell doors to the affected floors and across from the elevator doors on the smoke-free floors.
4. **Designated Smoking Areas.** Smoking outside the buildings is limited to at least 20 feet away from public entrances and is marked at each property.
5. **Transfers.** **Residents who smoke and who live on smoke-free floors may request a transfer to a floor where smoking is allowed. Non-smoking residents living on smoking floors may request a transfer to a smoke-free floor. Resident acknowledges that transfers for documented reasonable accommodation requests will be given priority over voluntary transfers. The CHA will bear no cost for voluntary transfer moves.** Resident acknowledges that a non-smoking family living in a unit on a smoke-free floor may be required to move when there is an eligible family which must live on a smoke-free floor for reasons of disability requiring reasonable accommodation on the waiting list or transfer list. If Resident fails to move to the designated Premises within the notice period specified by the Landlord, the Landlord may terminate this lease.
6. **Resident to Promote Smoke-Free Floors Policy and to Alert Management of Violations.** **Resident shall inform Resident's guests of the Smoke-Free Floors policy.** If residents smell smoke in any place on the smoke-free floors, they are to report this to the Site Manager as soon as possible and identify the location. Management will seek the specific source of the smoke and take appropriate action.

7. **The CHA Not a Guarantor of Smoke-Free Environment.** The CHA's adoption of a smoke-free living environment and the efforts to designate the specified floors smoke-free, do not make the CHA or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas. However, the CHA will take reasonable steps to enforce the smoke-free terms of its leases and to make the specified floors smoke-free. The CHA is not required to take steps in response to smoking unless the CHA knows of said smoking or has been given written notice of said smoking.
8. **Other Residents are Third-Party Beneficiaries of Resident's Agreement.** The Resident agrees that the other residents at Oak and Paquin Towers are the third-party beneficiaries of the Resident's smoke-free addendum agreements with the CHA. (In layman's terms, this means that the Resident's commitments in a lease addendum are made to the other residents as well as to the CHA.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that the CHA breached any lease addendum.
9. **Resident to Refrain from Smoking in Unit when CHA Employees or Representatives Present.** For the health and safety of CHA employees and their representatives, no resident shall have any type of tobacco or related product burning at such time as any employee or representative of CHA enters and remains in the apartment unit, on any floor. If any resident refuses to put out the burning tobacco or related product prior to the employee or representative entering the apartment, or if the resident lights a tobacco or related product while an employee or representative remains in the apartment, the employee or representative shall vacate the apartment and shall not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services in the apartment.
10. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this addendum shall be a material breach of the lease and grounds for immediate termination of the lease by the CHA.
11. **Notification of Violation of Lease.** Violation notices will be issued in accordance with the HUD approved lease as follows:
 - Verbal Warning – followed by smoking cessation materials
 - Warning Letter
 - 14-day notice to comply or quit – followed by smoking cessation materials
 - There may be an occasion that a resident receives more than one 14-day notice, depending on the situation and timeline of occurrences.
 - 30-day Notice of Termination – with option to remedy
 - Eviction
 - Residents in violation will also be responsible for all costs associated with the removal of smoke odor or residue upon the violation.

CHA will work closely with the Resident Services Coordinator and the Health Department throughout the disciplinary process, referring those residents who would like extra assistance in finding services to organizations as applicable.

- 12. Disclaimer by the CHA.** The resident acknowledges that the CHA's adoption of a smoke-free living environment on specified floors and the efforts to designate the specific locations as smoke-free do not in any way change the standard of care that the CHA or managing agent would have to a resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in air quality standards than any other rental premises. The CHA specifically disclaims any implied or express warranties that the building, common areas or resident's premises will have any higher or improved air quality standards than any other rental property. CHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the CHA's ability to police, monitor, or enforce the agreements of this addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that the CHA does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the lease.
13. New residents will be given two copies of the smoking policy. After review, the resident will sign both forms and return one to the Manager's office. The signed copy will be placed in the resident's file.
14. Upon adoption of this policy, all current residents of properties covered by this policy will be given two copies of the policy. After review, the resident will sign the forms and return one form to the Manager's office. The signed copy will be placed in the resident's file.

**HOUSING AUTHORITY OF THE
CITY OF COLUMBIA, MISSOURI**
201 Switzler Street
Columbia, MO 65203

Public Housing Manager II

RESIDENT :

Head of Household

Spouse or Co-Head

Other Adult

Other Adult

ADDENDUM “E”

Resident Pest Control Lease Addendum

Cockroaches and bed bugs are the two most common pests in CHA housing. Infestations of either pest can cause health problems. Children in low-income families are more likely to suffer from asthma than other children and one of the biggest triggers of asthma is cockroaches. Bedbugs cause both children and adults to suffer from itchy allergic reactions and loss of sleep. In addition, scratching bed bug bites can cause permanent scarring on African or African/American skin. CHA practices Integrated Pest Management (IPM), a method of pest control which prevents and treats pest infestations by combining:

- Good housekeeping
- Regular pest inspections
- Quick reporting of pest sightings
- Minimal use of pesticides
- Prompt communication between residents, management and the pest control company

Older methods of pest control relied on heavy use of chemical pesticides which we now know can cause health problems for residents, especially infants, children and persons with respiratory ailments. If residents practice good housekeeping to prevent pests and quickly notify their managers at the first sign of bugs or rodents, we can get rid of pests using fewer chemicals. The whole system depends on each partner – resident, manager and pest control professional – doing their part. This addendum specifically lists the actions residents need to take to protect their families from pest infestations and to support treatment if pest infestations occur. These actions will be considered “requirements for pest control treatment” as addressed in the lease, section 21.j:

“21. LEASE TERMINATION BY LANDLORD: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- j. failure to allow the exterminator into the unit for the monthly treatment for pest control or failure to comply with requirements for pest control treatment;”

Pest control is a health issue and failure to perform these actions will be considered lease violations. CHA managers will not come every day to see if residents are feeding and watering cockroaches. *Cockroaches* will come every day to see if they are feeding and watering cockroaches!

Prevention

Resident agrees to perform the following actions to help prevent pest infestation:

- Keep sink and counters free from dirty dishes (daily)
 - Keep kitchen trash containers covered
 - Report any water leaks to maintenance immediately
 - Keep clothing and bedding off floors – don’t pile up clothes or bedding
 - Clean up food and drinks daily – don’t feed the bugs
-

- Follow the 50% rule: only bring in half as much furniture and items as the unit will hold
- Have managers or maintenance check any used furniture for bugs *before* you bring it inside
- Run second-hand clothes through a hot dryer for 25 minutes before taking it inside
- Do not bring *anything* taken from a dumpster, the curb or otherwise set out for trash into your home
- Allow pest control staff into your home to inspect for bed bugs and roaches when notified at least 48 hours in advance (you do not have to be home for this)
- Report any pests you see to management immediately
- If mattress covers are installed on your mattresses, *do not remove them!*
- Do not allow friends or family who have bed bugs to come inside your home until after they have been treated for bed bugs
- These prevention actions are not new to the lease; see sections 14a, 14s, 14aa and 14bb.

“I understand that I am required to take these actions as my contribution to pest control. I understand that my failure to perform these actions will be considered a serious lease violation and my housing may be at risk. I understand and will do my part to keep my home pest-free.”

Resident’s Signature

Date

Treatment

If you do experience an infestation of pests, CHA and our pest control company will quickly arrange treatment. CHA will pay for the pest control treatment, but you have to help make that treatment a success.

Resident agrees to perform the following actions to assist with pest control treatments:

- Do not enter other CHA apartments and common areas until after your treatment
 - Follow the directions from the pest control company to prepare for treatment
 - Realize that the pest control company and/or CHA will photograph the infestation and existing condition of the apartment. Logs, documents and pictures will be kept on file to track the process to eliminate bed bugs or roaches in your apartment.
 - Let Resident Services or your manager know as soon as possible if you need assistance
 - If you have to do laundry as part of treatment, seal laundry in plastic bags to transport to the Laundromat. Keep clean clothes separate from dirty clothes. *If you mingle dirty and clean laundry, CHA will not pay for your laundry.*
 - CHA will provide money to run clean clothes through the dryer. You are responsible for the costs of doing your dirty laundry. You are also responsible for the costs of any dry cleaning.
 - Place any items you want to throw away in sealed plastic garbage bags and take them to the dumpster
 - *Do not* drag mattresses out of your unit; we will encase them in bed-bug proof covers that prevent bugs living inside the mattress from escaping.
 - *Do not* remove CHA-installed mattress covers from mattresses. You will be charged for replacement of the mattress cover if it is missing or damaged after it has been installed. The bed covers for twin size cost \$62.47, full/double size \$64.95, queen size \$74.95 and king size \$84.95 each. **If you have box springs all of these need to be multiplied by 2. So a twin with both mattress and box springs will have two covers for a total of \$124.94.**
 - Be ready on time the day of treatment. If the pest control company refuses to treat because you are not ready, you shall be charged the rescheduling fee (\$125.00).
 - Allow the pest control company into your home at the time and date of treatment.
-

"I understand that I am required to take these actions as my contribution to pest control. I understand that my failure to perform these actions will be considered a serious lease violation and my housing may be at risk. I understand and will do my part to keep my home pest-free."

Resident's Signature

Date

I have read and understood this Resident Pest Control Addendum. I agree to follow these procedures and take any other actions that the Columbia Housing Authority decides are necessary to control and prevent my public housing residence and other housing authority properties from infestation by bed bugs and other pests. I understand that as Head of Household I am responsible under the lease for the actions of other household members, guests and visitors.

I agree to cooperate with my CHA property manager and maintenance staff, the resident services staff and the pest control company staff in properly treating my residence for beg bugs and other pest infestations. I agree that it is my responsibility to help maintain my residence in a manner to prevent future infestations. I hold CHA harmless of any damages to personal property as a result of the pest control treatment. I understand that CHA strongly encourages residents to purchase renter's insurance to protect their belongings.

I understand that failing to take the Prevention and Treatment actions above may result in the termination of my public housing lease and the loss of my housing assistance.

Resident's Signature

Date

Property Manager's Signature

Date
