

RESOLUTION NO. 1372

Adopted by the Housing Authority of the City of Sacramento

November 25, 1975

APPROVING TENANT LEASE

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

Section 1. The tenant lease, attached to this resolution, is hereby approved.

Section 2. The Executive Director is directed to forward this lease to the HUD area office for its approval.

Section 3. After HUD approval, the Executive Director is directed to implement the lease by entering into the lease with each Housing Authority tenant.

*Philip L. Benberg*

CHAIRMAN

ATTEST:

*William L. Selby*  
SECRETARY

11/75  
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HOUSING AUTHORITY OF THE \_\_\_\_\_ OF SACRAMENTO

Development Name \_\_\_\_\_

Project No. \_\_\_\_\_

Account No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_

1. RESIDENCE LEASE AGREEMENT

THE HOUSING AUTHORITY OF THE \_\_\_\_\_ OF SACRAMENTO,  
(Housing Authority) does hereby lease to:

\_\_\_\_\_ (Tenant),  
the residence described below, under the terms and conditions  
stated in this lease. "Residence" means the premises leased,  
and includes the dwelling unit and adjoining grounds.

Address: \_\_\_\_\_

Occupancy Date: \_\_\_\_\_

2. RENT PAYMENTS

Tenant agrees to pay monthly rent of \$ \_\_\_\_\_ for the lease  
of this residence beginning \_\_\_\_\_ 19\_\_\_\_.  
Rent shall be due and payable in advance on the first day of each  
month. Pro rated rent for the first partial month of occupancy,  
if any, shall be \$ \_\_\_\_\_.

3. SECURITY DEPOSIT

Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. At  
the termination of this lease, the Housing Authority may deduct  
unpaid rent, damage to the premises, or other charges owed by the  
tenant from the security deposit. The Housing Authority agrees to  
return the security deposit, or any balance of the deposit to the  
tenant after deduction, plus interest at the rates established by  
the Housing Authority, within 30 days after the tenant vacates the  
residence.

4. UTILITIES

Housing Authority agrees to furnish the following utilities:  
Water, sewer, refuse collection \_\_\_\_\_  
Other \_\_\_\_\_

5. TENANT INFORMATION AND RENT DETERMINATION

(a) The tenant agrees to furnish accurate information to the  
Housing Authority regarding the tenant's financial and family cir-  
cumstances, including total family income, the sources of such in-  
come, and family membership. The tenant agrees to furnish such  
information:

1. upon occupancy,
2. when the Housing Authority requests a periodic  
or interim review of the tenant's circumstances; and
3. within one month after any change occurs in the  
tenant's circumstances.

1.

(b) If the tenant does not comply with the provisions of paragraph (a) above, and if compliance would have resulted in a different rent, the Housing Authority shall retroactively recompute the rent which the tenant should have been paying. If the rent should have been lower, the Housing Authority shall credit the difference to the tenant's account. If the rent should have been higher, the Housing Authority may require the tenant to pay the difference in rent.

(c) The Housing Authority shall periodically review the tenant's circumstances to redetermine the tenant's rent, suitability of residence size, and continued eligibility for low rent housing. The Housing Authority shall conduct such a periodic review bi-annually for elderly tenants, and annually for families and all other tenants.

(d) In the interim between periodic reviews, the Housing Authority may require the tenant to furnish current information regarding the tenant's circumstances if the Housing Authority reasonably believes the tenant's circumstances may have changed. This provision does not relieve the tenant of responsibility for reporting any change in the tenant's circumstances within one month after such change occurs.

(e) Rent adjustments, if any, based on changes in the tenant's circumstances, shall become effective the first day of the second month following such a change. The Housing Authority shall notify the tenant in writing of any rent adjustments.

## 6. TRANSFER AND ELIGIBILITY

(a) The Housing Authority may require the tenant to transfer to a different size residence if the tenant's family membership changes. The Housing Authority shall give 30 days notice unless otherwise agreed upon by the tenant and the Housing Authority.

(b) The Housing Authority may terminate the lease for good cause if, because of a change in the tenant's circumstances or eligibility requirements, the tenant is no longer eligible for low rent housing.

## 7. USE AND OCCUPANCY

Tenant and the members of tenant's family named in tenant's application shall have the right to exclusive use and occupancy of the residence. Such use and occupancy includes reasonable accommodation of guests and visitors, not to exceed two weeks, without the consent of the Housing Authority.

## 8. HOUSING AUTHORITY OBLIGATIONS

The Housing Authority agrees:

(a) to maintain the premises and the project in a decent, safe and sanitary condition;

(b) to comply with applicable requirements of building codes, housing codes, and HUD regulations materially affecting health and safety;

(c) to make necessary repairs to the premises;

(d) to keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;

(e) to maintain good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and air conditioning equipment, appliances, and elevators supplied by the Housing Authority;

(f) to provide and maintain appropriate receptacles and facilities, except containers used exclusively by the tenant, for the collection of ashes, garbage, rubbish and other waste removed from the premises by the tenant;

(g) to supply running water and reasonable amounts of hot water at all times, and reasonable amounts of heat at appropriate times of the year; this obligation does not apply to a residence in which heat and/or hot water is supplied by a direct utility connection controlled by the tenant.

#### 9. TENANT'S OBLIGATIONS

The tenant agrees:

(a) not to assign this lease or sublease all or any part of the residence;

(b) not to provide accommodations for boarders or lodgers;

(c) to use the residence solely as a private dwelling unit for the tenant and the tenant's family members, and not to use or permit its use for any other purpose;

(d) to comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(e) to keep the residence and such other areas as may be assigned to the tenant for the exclusive use of the tenant in a clean and safe condition;

(f) to dispose of all ashes, garbage, rubbish and other waste from the residence in a safe and sanitary manner;

(g) to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and air conditioning equipment, appliances and elevators;

(h) to refrain from and cause tenant's family members and guests to refrain from destroying, defacing, damaging or removing any part of the tenant's residence or the housing project;

(i) to pay reasonable maintenance and repair charges for damage to the residence, project buildings, facilities, or common areas caused by the tenant, tenant's family members or guests;

(j) to conduct himself or herself, and cause other persons at the residence with tenant's consent, to conduct themselves in a manner which will not disturb tenant's neighbors' peaceful enjoyment of their accommodations, and which will be conducive to maintaining the residence and the housing project in a safe and sanitary condition;

(k) to refrain from illegal activity which impairs the physical or social environment of the project;

(l) not to keep or permit to be kept, any dog, cat, or other animal or pet, in, on, or about the premises without the consent of the Housing Authority;

(m) not to park motor vehicles on lawn areas;

(n) to make no additions or alterations to the residence or its equipment without the consent of the Housing Authority;

(o) to leave the residence in a clean and good condition, reasonable wear and tear excepted, at the termination of this lease.

#### 10. RULES, REGULATIONS, AND POLICIES

This lease incorporates by reference, and the Housing Authority and the tenant hereby agree to abide by the following written rules, regulations, and policies, as adopted and as may be amended from time to time:

(a) rent determination policies;

(b) schedule of maintenance and repair charges;

(c) occupancy and eligibility policies;

(d) necessary and reasonable management rules, regulations and policies adopted for the benefit and well being of the housing project and the tenants;

(e) grievance procedure;

(f) HUD regulations and applicable State laws.

Such written rules, regulations and policies shall be available for tenants' inspection at each area office and at the Housing Authority central office.

#### 11. DEFECTS HAZARDOUS TO LIVE, HEALTH OR SAFETY

In the event that a residence owned by the Housing Authority is damaged to the extent that conditions are created which are hazardous to life, health or safety of the tenant and the tenant's family, then:

(a) the tenant agrees to promptly notify the Housing Authority of the damage;

(b) the Housing Authority agrees to repair the unit within a reasonable time. The Housing Authority agrees to offer alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(c) the tenant agrees to pay the reasonable cost of the repairs, if the damage was intentionally or negligently caused by the tenant, tenant's family or guests.

(d) the tenant agrees to continue to pay rent to the Housing Authority unless:

1. the Housing Authority does not make repairs within a reasonable time; and

2. the Housing Authority does not offer alternative accommodations; and

3. the damage was not caused by the tenant, the tenant's family or guests.

#### 12. INSPECTIONS MADE BEFORE OCCUPANCY AND AT TERMINATION

(a) The Housing Authority agrees to inspect the residence prior to occupancy by the tenant. The Housing Authority shall furnish the

tenant with a written statement of the condition of the residence and the equipment provided with the residence, and shall retain in its files a copy of the statement signed by the Housing Authority and the tenant.

(b) At the time the tenant vacates the residence, the Housing Authority agrees to inspect the residence and furnish the tenant an itemized statement of charges owed by the tenant.

(c) Tenant, and tenant's representative, may participate in such inspections.

### 13. ENTRY OF RESIDENCE DURING TENANCY

The Housing Authority may enter the residence during the tenancy for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the residence for re-leasing. The Housing Authority shall give two (2) days advance written notification to the tenant of such entry. The entry shall be made during reasonable hours, with the permission of the tenant or an adult member of the tenant's family, except that the Housing Authority may enter the residence at any time when there is reasonable cause to believe that an emergency exists. The tenant shall not unreasonably withhold permission to enter.

### 14. TERMINATION OF LEASE

This lease shall continue from month to month unless terminated as provided below:

(a) The tenant may terminate this lease at any time by giving fifteen (15) days written notice to the Housing Authority. If the tenant abandons the residence without notice, the tenant agrees to pay an additional fifteen (15) days rent after the date the Housing Authority discovers such abandonment.

(b) The Housing Authority may terminate this lease at any time for nonpayment of rent, for serious or repeated violations of material terms of this lease, including rules, regulations and policies adopted pursuant to this lease, or for other good cause.

(c) If the Housing Authority elects to terminate this lease, for reasons other than nonpayment of rent, the Housing Authority shall give a thirty (30) day notice of termination to the tenant. Such notice shall state the reasons for the termination, shall inform the tenant of his or her right to make such reply as he may wish, and shall notify the tenant of his right to request a hearing in accordance with the grievance procedure of the Housing Authority.

(d) The Housing Authority shall give fourteen (14) days written notice to the tenant to pay delinquent rent before terminating this lease for nonpayment of rent.

### 15. NOTICE PROCEDURES

(a) Notices from the Housing Authority to the tenant shall be in writing and delivered to the tenant or to an adult member of the tenant's family residing with the tenant, or sent by the Housing Authority by prepaid first class mail, properly addressed to the tenant.

(b) Notices from the tenant to the Housing Authority shall be in writing and delivered to the area office or the central office, or sent by prepaid first class mail, properly addressed to the Housing Authority.

16. GRIEVANCE PROCEDURE

All disputes concerning the rights and obligations of the tenant and the Housing Authority shall be resolved in accordance with the grievance procedure of the Housing Authority.

17. AMENDMENTS

This lease may be amended by agreement of the parties in writing.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

HOUSING AUTHORITY

By \_\_\_\_\_