

**HOUSING AUTHORITY OF THE CITY OF BANGOR
BANGOR, MAINE**

DWELLING LEASE

The Housing Authority of the City of Bangor (hereinafter sometimes referred to as ("The Authority")) in consideration of the rents herein reserved and representations made by the tenant signing this Dwelling Lease (the "Lease") as set forth in tenant's previously executed application, hereby leases to the tenant the premises described below (hereinafter sometimes referred to as "the Premises") upon the following terms and conditions.

I. PARTIES AND PREMISES

APARTMENT ADDRESS:

NAME OF PROJECT:

BEDROOM SIZE:

NAME OF TENANT(S)/LESSEE(S):

OCCUPANCY DATE:

The premises will be occupied solely by lessee(s) and members of the household, ("Household Members") as listed below:

for a term of one year beginning at noon on the ____ day of _____ at a monthly rental of ____, which is due and payable in advance of the first day of each month at the rental office of the Authority located at 161 Davis Road, Bangor, Maine, ("the Office"). Unless terminated by either party as set forth below, this Lease shall self-renew for consecutive one year terms upon the same terms and conditions set forth herein. The Authority, however, may not renew the Lease if Tenant or Household Members have violated the requirement for resident performance of community service or participation in an economic self-sufficiency program as may be required pursuant to Federal law. Notwithstanding the fact that this Lease shall self-renew or that the Tenant may have signed a new Lease, neither the acceptance of any monies due hereunder, nor the fact that the Lease has self-renewed or that a new Lease was executed, shall constitute a waiver of any breach, non-compliance or default hereunder, occurring prior to self-renewal, execution of a new Lease, and/or existing on the date of payment, self-renewal, or execution of a new Lease, and the Authority may thereafter terminate this Lease on the basis of any such breach during a prior term and/or under a prior Lease. Additional payments shall be due and payable as set forth below.

Any additions to the Household Members named on the Lease, including but not limited to live-in aides and foster children, but excluding natural births, require the advance written approval of the

Authority. Such approval will be granted only if the new household members meet the Authority's occupancy and suitability standards as determined by 24 CFR Section 966.4(d)(3)(I), and a dwelling unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused.

Withdrawals (for any reason) from the Household Members named on the Lease shall be reported by Tenant to the Authority in writing, within 10 days of the occurrence.

This Lease shall remain in effect until terminated by either party as hereafter provided, or by operation of law. It is understood that the rent and other charges payable pursuant to this Lease shall be subject to upward or downward adjustments as provided by the regulations of the Authority and applicable federal regulations. Tenant's responsibility to pay rent shall continue through the later of the date that the tenant surrenders possession to the Authority either voluntarily or pursuant to the service of a writ of possession or thirty days after notice of termination is received from the tenant. In the event this Lease is terminated, any rent payments or other charges accepted by the Authority covering any period after the tenant surrenders possession to the Authority, either voluntarily or pursuant to the service of a writ of possession, shall be refunded to the tenant *pro rata*. Acceptance of any such rent payments or other charges covering periods after surrender of possession shall not be deemed to create a new tenancy.

II. SECURITY DEPOSIT

The tenant agrees upon demand to pay a security deposit consisting of one month's gross rent, or \$100.00, whichever is greater, to reimburse the Authority for damage or other charges under the terms of the Lease.

The Authority agrees to deposit the security deposit in a separate account. The deposit will not be used to pay rent or other charges while tenant occupies the unit.

Upon termination of the tenancy, the BHA shall retain such portion of the security deposit as is necessary to cover the cost of repairs or any damage to the premises (excluding ordinary wear and tear), unpaid rent, utilities, or other charges, including, but not limited to, any balance due on any repayment agreement, cleaning fees, and the cost of storage and disposal of unclaimed property, if any. Reporting of all unpaid accounts will be forwarded to a collection agency and reported to the Credit Bureau 30 days after the date of the final statement. A written statement will be sent to the tenant within thirty (30) days of the termination of tenancy with reasons for retention of any portion of the security deposit.

III. AUTHORITY'S OBLIGATIONS

The Authority agrees:

a. To maintain the buildings and any unassigned community area in a safe and sanitary condition in accordance with local housing codes and HUD regulations. Management will make all necessary repairs with reasonable promptness after notification by the tenant. If a defect or repair that is deemed to be a hazard to safety, an emergency or a violation of the housing code is not corrected within a 72 hour period, either temporarily or permanently, the Authority shall offer tenant standard alternative accommodations, if available. The tenant's rent shall abate during the entire period of existence of any damage or defect while tenant is in the unrepaired dwelling. Rent shall not

abate, however, if the tenant rejects the reasonable alternative accommodations or if the damage was caused by the tenant, a Household Member, or a guest.

b. To maintain in good and safe working order and condition all electrical, plumbing, sanitary and heating, ventilating and other facilities and appliances, if any, supplied by the Authority.

c. That the following utilities will be furnished in reasonable quantities consistent with the average local usage water, sewer, electricity and heat. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. The tenant shall be responsible for consumption of utilities in excess of such quantities as set forth in Article IV, below. The quantity of such utilities which constitutes reasonable usage consistent with average local usage shall be set forth in utility schedules prepared by the Authority based upon Authority records, and posted as set forth in Article XII, below.

d. To provide a cooking range and refrigerator. Waterbeds and other major electrical appliances, air conditioners, stand alone freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the prior written approval of the Authority and inspection of such item. The Authority retains the right to direct or determine the method of installation of any such items. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Utilities Schedule posted in the Office.

e. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance or repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

- (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 C.F.R. Section 966.4(L)(3) shall constitute adequate notice of proposed adverse action.
- (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

IV. TENANT RESPONSIBILITY

The tenant, on behalf of himself or herself, and for all Household Members, guests and invitees, hereby covenants and agrees:

- a. Not to assign or sublease all or any portion of the Premises. Only persons listed on the Lease are eligible to live in the unit and/or receive mail at the unit. Tenant shall not maintain any residence at any location other than the Premises
- b. Not to provide accommodation for boarders or lodgers. The stay of Tenant's guests shall not exceed a total of fourteen (14) days during any twelve (12) month period.

It shall not be necessary for the Authority to demonstrate that Tenant has received consideration in order to prove a violation of this provision. This provision does not exclude the care of foster children or live-in care of a Household Member, provided the accommodation of such persons conforms to the Authority's occupancy and suitability standards, and so long as the Authority has granted prior written approval.

c. Not to commit any fraud in connection with any federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the Lease.

d. To use the Premises solely as a private dwelling for the Tenant and the Tenant's household. With the prior written consent of the Authority, Household Members may engage in legal profit making activities in the Premises, if the Authority has determined that such activities are incidental to primary use of the Premises, comply with all local zoning and land use ordinances, and do not increase noise, traffic or otherwise interfere with tenants' use, enjoyment, and possession of the premises. Such determination will be made by the Authority, in its sole discretion.

e. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and the tenants, which regulations shall be posted in the Office and/or included within the Tenant Brochure or Family Obligations Sheet signed by the Tenant at orientation and/or on an annual basis. Such regulations, as posted and/or indicated in the Tenant Brochure or Family Obligations Sheet, as they may be amended from time to time, are hereby incorporated by reference in this Lease.

f. To comply with all obligations imposed upon tenants by any applicable provisions of building and housing codes materially affecting health and safety. Tenant shall not remove any batteries from, or alter, tamper with, or otherwise render inoperable any smoke detector or carbon monoxide detector. Tenant shall immediately notify the Authority if any smoke detector or carbon monoxide detector is inoperable for any reason.

g. To keep the Premises and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition, as outlined in the Tenant Brochure. This includes, but is not limited to, keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. In any proceeding to enforce this requirement or to terminate the Lease based upon a violation of this section, it shall not be necessary for the Authority to prove that violation of this section by the Tenant has created any threat or hazard to health or safety. Exceptions to this requirement may be made for Tenants who have no Household Members able to perform tasks because of age or disability.

h. To dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.

i. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other facilities and appurtenances. To refrain from using space heaters. To make no alterations or repairs or redecoration to the Premises or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Authority.

- j. To refrain from, and to cause Tenant's Household Members and guests to refrain from destroying, defacing, damaging, or removing any part of the Premises or project.
- k. To refrain from parking or driving any vehicle on any lawn, right-of-way, or fire lane designated and marked by the Authority. Parking of vehicles shall be confined to designated parking areas. Tenant agrees to comply with all parking regulations, parking permit rules, and regulations enacted by the Authority. Tenant shall remove from any Authority property any vehicles without valid registration and inspection stickers. Any inoperable, unregistered, uninspected, or unused vehicle will be removed from Authority property at Tenant's sole expense. Automobile repairs are not permitted on Authority property. For purposes of this paragraph, the term "vehicle" shall include but not be limited to any automobile, truck, trailer, camper, snowmobile, dirt bike, all-terrain vehicle, and any other similar device for conveyance of persons or property on a way.
- l. To pay reasonable charges (other than for reasonable wear and tear) for the repair of damages to the Premises, project, buildings, facilities or common areas caused by the Tenant, the Tenant's Household Members, or guests.
- m. To act, and cause Household Members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. The Tenant further agrees to act in a cooperative manner with neighbors and the Authority's staff and employees and to refrain from and cause Household Members or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- n. To assure that:
1. No tenant, member of tenant's household, or guest engages in:
 - A. Any violent or other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents occupying properties owned, managed and/or leased by the Authority; or
 - B. Any drug-related criminal activity on or off the premises;
 2. No other person under Tenant's control engages in:
 - A. Any violent or other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents occupying properties owned, managed and/or leased by the Authority; or
 - B. Any drug-related criminal activity on the premises; and
 3. No Tenant, member of the Tenant's household, guest or other persons under the Tenant's control engages in any abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents occupying properties owned, managed and/or leased by the Authority or Authority personnel;
 4. No tenant, member of tenant's household or guest possesses drug paraphernalia

on properties owned, managed and/or leased by the Authority.

The term “drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. §802). Such criminal or illegal activity by any such person shall be cause for termination of this Lease. Criminal indictment or prosecution under the laws of the State of Maine or of the United States shall not be a condition precedent to eviction under this paragraph. In the event a tenant is evicted for such activity, the United States Postal Service shall be notified by the Authority that the tenancy has been terminated.

o. Unless excepted by Bangor Housing in writing due to age or disability, to maintain the yard in front and rear (and side, if applicable) of the Premises in neat and orderly condition. Maintenance shall include but not limited to snow and ice removal, including sanding and/or salting private stairs and walkways appurtenant to the Premises, as necessary, and to otherwise assist in the maintenance of the Premises.

The area of responsibility of the Tenant in addition to appurtenant walkways and stairs is as follows:

(1) for interior apartments, the property line shall continue for the width of the apartment to the sidewalk or road in front and approximately 50 feet in the rear.

(2) for apartments located at the outer end of buildings consisting of multiple units, the area of Tenant responsibility shall be the same as for interior apartments, but also extending on the side to a line midway between the Tenant’s building and the adjacent building or to the property line on the street.

(3) All plantings must be in a “raised bed”, no taller than 12” in height, must be at least 12” from any part of the building and cannot be any further than 20’ from your building. Vines cannot be allowed to grow on any part of the building structure.

(3) Gardens will be allowed around the perimeter of the Premises to a width of 20 inches. A vegetable garden, limited to 8 feet X 8 feet will be allowed under the picture window.

(4) Flowers and/or vegetable gardens will be permitted to be installed and maintained only with prior written approval of Maintenance. Tenant must check with Maintenance before tilling garden soil, due to the location of underground cables.

p. To abide by the Authority’s current Animal Policy for pets and the current Service Animal Policy for service animals, support animals, assistance animals or therapy animals.

q. To immediately notify the Authority of damage to the Premises. The Authority shall be responsible for repair of the Premises within a reasonable time, provided that if the damage was caused by the Tenant, the Household Member, invitees or guests, the reasonable cost of the repairs shall be the responsibility of the Tenant. The cost of such repairs shall be added to tenant’s account and the rent due on the first (1st) day of the month. Failure to pay such additional sums due or to pay any sums due pursuant to a payment arrangement between the Tenant and the Authority shall constitute a default under the terms of this Lease. The Authority shall offer alternative accommodations if available where necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, Household Members, or guests. Tenant shall accept any replacement unit offered by the

Authority. In the event of such damage, if the Authority fails to effectuate such repairs, or offer alternative accommodations as set forth above, an abatement of rent shall be made in proportion to the seriousness of the damage and loss in value, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the tenant, the Household Members, invitees or guests.

r. Not to install aerial wires of any kind.

s. Not to install additional wiring of any kind, additional light fixtures or electrical equipment, or to modify the structure or add appurtenances including fences, without the prior written approval of the Authority.

t. To notify your property manager of any absences from the Premises in excess of one week. To the extent feasible, Tenant shall provide the property manager advance notice of any such absences. Tenant cannot be absent from a unit for more than two (2) months without good cause.

u. To notify the Authority, in writing, of intent to vacate at least 30 days prior to vacating the Premises.

v. To comply with all federal, state, or local laws and all ordinances promulgated by the City of Bangor.

w. The Tenant additionally agrees that in the event the Authority, in its discretion, determines that amendment of any provision of this Lease is necessary, or required by state or federal law, after adoption of any amendment or modification in accordance with federal regulations, the Tenant shall promptly execute any such amendment or modification of this Lease. Failure to execute any requested amendment or modification will result in termination of this Lease.

x. Not to smoke, nor to allow family members, guests and invitees to smoke anywhere in your apartment, on exterior grounds, or in any location that allows smoke to circulate into buildings. Smoking is permitted only in smoking areas designated by the Authority or, if the Authority has not designated any smoking area, on exterior grounds more than 25 feet from the building.

To smoke or smoking, as those terms are used herein, shall include, without limitation, the inhalation of the smoke or vapor from: (1) burning tobacco in cigarettes, pipes, and cigars; (2) burning marijuana from any source; including but not limited to cooking marijuana; and (3) electronic nicotine delivery devices or electronic smoking devices, which are defined as electronic devices that can be used to deliver an inhaled dose of nicotine, or other substances. Electronic nicotine delivery devices or electronic smoking devices shall include, without limitation, any device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, or any other similar product name or descriptor.

Smoking presents a potential health hazard as well as a disturbance of the quiet enjoyment of the premises of Tenant's neighbors. Violation of this provision is a material breach of the Lease.

y. Not to possess, nor to allow family members, guests and invitees to possess weapons or controlled substances in violation of any federal, state or local law.

V. COMMUNITY SERVICE & SELF SUFFICIENCY REQUIREMENTS

a. Tenant Requirements.

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight (8) hours per month of combined activities as previously described unless they are exempt from this requirement.

b. Notification of Non-Compliance with Community Service Requirement

The Authority will notify Tenant if found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance;
2. That the determination is subject to the grievance procedure; and
3. That, unless the family member(s) enter into an agreement to comply, the Lease will not be renewed or will be terminated.

c. Opportunity for Cure

The Authority will offer Tenant and/or family member(s) the opportunity to enter into an agreement prior to the anniversary of the Lease. The agreement shall state that the Tenant and/or family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours earned go toward the current commitment until the current year's commitment is made.

The Authority's Staff will assist the Tenant and/or family member in identifying community service opportunities and will track compliance on a monthly basis.

If Tenant and/or any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Authority shall not renew the Lease, unless the noncompliant family member no longer lives in the unit.

VI. INSPECTION OF PREMISES

The Authority and the Tenant or the Tenant's representative shall inspect the Premises prior to commencement of the occupancy by the Tenant and the Tenant hereby acknowledges receipt of a written statement setting forth the condition of the Premises, and equipment provided therein, which statement has been signed by the Tenant and the Authority. When Tenant vacates the Premises the Authority shall inspect the unit and furnish the Tenant with a statement of charges to be made against the Tenant under the terms of this Lease. The tenant shall participate in this final inspection. If Tenant fails to participate in this final inspection, Tenant waives any objection to the statement of the

condition of the premises resulting from said inspection.

a. Tenant Responsibilities

(1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:30 A.M. to 4:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. As set forth in Paragraph b. (1) below, the Authority shall give tenant at least 48 hours advance written notice of such entry pursuant to the provisions of said Paragraph.

(2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority personnel arrives to perform maintenance, Tenants request for maintenance shall constitute permission to enter the Premises.

b. Authority's Responsibilities

(1) The Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the Premises. The Authority need not provide tenant with the exact time of entry, so long as entry is at least 48 hours after it has provided notice to Tenant. The Authority may enter only at reasonable times.

(2) The Authority may enter the Premises at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(3) If Tenant and all adult Household Members are absent from the dwelling unit at the time of entry, Authority shall leave in the Premises unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

VII. OTHER CHARGES AND PAYMENTS

Tenant will be charged additional amounts in addition to rental payments as set forth above for maintenance, repair and/or replacement beyond normal wear and tear of the premises and/or appliances, equipment or property supplied at or about the premises by the Authority. The costs rates for such charges shall be posted pursuant to Article XII, below. Tenant shall additionally be responsible for excess consumption of utilities as set forth in Article III, above. Such charges for excess consumption of utilities shall only be imposed if such charges are determined by an individual measuring device servicing the leased unit, exceed the average utility consumption posted in the Authority utility schedules set forth in Article III, above, or if the excess consumption results from the use of a major appliance owned and/or supplied by the tenant.

Charges assessed under this Article of the Lease are due and collectable the first of the month as posted on tenant's account, pursuant to Article VIII, below. The Authority may, in an appropriate case, in its discretion, allow tenant to execute a repayment agreement with the Authority for the full amount of any sums due under this Article, in lieu of full payment required under this paragraph. Failure to pay said charges or make monthly payments due under the terms of such repayment agreement shall constitute a default under the terms of this Lease.

A late charge of 4% will be assessed on all rents not paid within fifteen (15) days when due. Failure to pay such charges and late fees when due shall constitute a default under the terms of this Lease.

In the event it becomes necessary for the Authority to institute legal proceedings against the Tenant for breach of any of the covenants or conditions contained herein, including forcible entry and detainer to recover possession of the leased premises, tenant agrees to pay all costs and expenses incurred by the Authority in enforcing the obligations and undertakings of tenant to the Authority contained herein, (excluding attorney's fees) if the Authority is the prevailing party in such litigation.

VIII. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

The rent established in Paragraph II of this Lease agreement is due each month until changed as described below.

a. The status of each family shall be re-examined at least once a year.

b. Tenant agrees to provide the Authority, upon request, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and other related information determined by the Authority as reasonable and necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to provide such information upon request is a serious default under the terms of the Lease.

All information must be verified. Tenant agrees to comply with the Authority's request for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification as determined necessary by the Authority.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken to comply with this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size of the Premises is appropriate for Tenant's needs.

This determination will be made in accordance with the Authority's Admissions and Occupancy Policy as may be amended, which is posted in the Authority Office. A copy of the policies can be furnished upon request at the expense of the person making the request.

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

(1) A person with income joins the household.

(2) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. Tenant must report increases in income within 10 days of the occurrence. (Failure to report pursuant to this sub-paragraph or pursuant to sub-paragraph (d) within 10 days may result in a retroactive rent charge.)

(3) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the date upon which the rent would have been increased but for the misrepresentation. Alternatively, the Authority, in the exercise of its sole discretion, may elect to terminate this Lease.

(4) Rent formulas or procedures are changed by federal law or regulation.

d. All changes in family composition must be reported to the Authority within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge or termination of this Lease.

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

The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. During the second 12 months, 50% of incremental earnings will be excluded. This exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
- c. Families who are or were, within 6 months, assisted under a State TANF program. TANF includes both regular monthly income and a one-time benefit(s) and/or services that total at least \$500 over a six month period.

Effective 5-9-2016, the disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. At the end of the 24 months, the EID ends regardless of how many months were used.

Prior to 5-9-2016, the disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 month of the 100% exclusion and 12 months of the 50% exclusion.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen to percentage of income rent option, the Authority will schedule special rent reviews every thirty (30) days.

Tenants paying rent based on income may meet with the Authority to discuss any change in rent from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the Authority's grievance procedures.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the Tenant's annual income is caused by a reduction in the welfare of public assistance benefits received by the Tenant that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work or community activities. In addition, if the decrease in the Tenant's annual income is caused by a reduction in welfare of public assistance benefits received by the Tenant that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the Tenant shall include what the Tenant would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a Tenant that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease. If the Tenant receives a letter or other notice from HUD concerning the amount or verification of family income, Tenant shall provide such notice to the Authority within thirty days of receipt.

At the time of each annual re-examination, the Tenant may elect to change his or her rent choice option to a flat rent as established in accordance with applicable federal regulations, or a rental rate based upon an income formula.

Income reviews will be held every third year for Tenants choosing the flat rent option. Tenants who have chosen this option will be notified at the appropriate time for their recertification.

Tenants who have chosen the flat rent option may request a re-examination and change to the formula-based method at any time when the Household's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the Tenant that would be alleviated by a change. In addition, the Tenant may request a change in the rent choice option before the date of the review if the Tenant experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the Tenant such that the formula method would be more financially feasible for the Tenant.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of occurrence, the increase will become effective forty-five days after the Authority notifies Tenant of the rent increase.

In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

Tenant acknowledges that if the Authority determines that the size or design of the Premises is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice of such determination. Tenant agrees to accept a new lease for and relocate to a different dwelling unit of the appropriate size or design.

The Authority may relocate Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

If Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit to the extent practical. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the necessary features at the Authority's expense.

A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).

In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given written notice to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

The Authority will consider any Tenant requests for transfers in accordance with the transfer policies established in the Authority's Admissions and Occupancy Policies, as may be amended from time to time.

IX. NOTICE PROVISIONS

Except as provided in Article V above relating to inspections, any notice given to the Tenant shall be in writing and delivered to the tenant or to an adult Household Member or sent by prepaid first-class mail properly addressed to the tenant at the mailing address referenced in Article I, above or at a correspondence address as provided in writing by tenant. Notice given as set forth herein shall constitute actual notice and shall be sufficient for all purposes hereunder, including notice of termination of this Lease.

Notice to the Authority shall be in writing and delivered to the Office, or sent by prepaid first-class mail properly addressed.

X. TERMINATION OF THE LEASE

The Authority may terminate this Lease for Tenant's serious or repeated violations of the provisions of this Lease. Such serious or repeated violations of terms shall include but not be limited to:

- a. The failure to pay rent or other payments when due.
- b. Repeated late payment of rent or other charges, which shall be defined as failure to pay the amount of rent or other charges three (3) times within any twelve (12) month period.
- c. Misrepresentation of family income, assets, or composition in the Tenant's initial application for tenancy or in an interim or annual status examination.
- d. Failure to provide, in a timely fashion, any certification, release, information or documentation on family income or composition needed to process annual re-examination or interim redetermination.

e. Serious or repeated damage to the Premises, and/or appliances, equipment or property supplied at or about the premises by the Authority, creation of physical hazards in the Premises, common areas, grounds, or parking areas of any project site.

f. Any activity by Tenant, Household Member, guest, or other person under Tenant's control, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, placement on a state sex offender list, or any drug-related criminal activity.

g. Possession of weapons or controlled substances in violation of any federal, state or local law in or about the premises by Tenant, a Household Member, guest or invitee of the Tenant.

h. Any fire on Authority premises caused by the Tenant, Household Members or guests' actions or neglect.

i. Failure to comply with Section IV of this Lease.

j. Failure to accept the Authority's offer of a lease revision to this Lease; the Authority shall provide notice of the offer of the revision at least 60 calendar days before the Lease revision is scheduled to take effect and the offer shall specify a reasonable time limit within which the Tenant must accept the offer.

k. Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the Authority or the personal representative of the Tenant's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of the Lease under this section shall not relieve the Tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice-period, or for the payment of amounts necessary to restore the premises to its condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

The Authority shall give written notice of termination of this Lease of:

a. Fourteen (14) days in the case of failure to pay rent;

b. a reasonable time, considering the seriousness of the situation (but not to exceed 30 days), if;

1. The health or safety of other residents, Authority employees, or persons residing in the immediate vicinity of the premises is threatened; or

2. Any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

3. Any member of the household has been convicted of a felony.

c. Thirty (30) days in all other cases, unless a shorter notice period is allowed by law.

The notice of termination shall state the reason(s) for the termination; shall inform the tenant of the right to reply; of the Tenant's right prior to hearing to examine any relevant Authority documents directly related to the eviction or termination and of the Tenant's right to request a hearing in accordance with the Authority's grievance procedures. In the event of a lease termination involving:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Authority; or
2. Any violent or drug-related criminal activity on or off the premises; or
3. Any criminal activity that results in a felony conviction of the Tenant or any household member.

Tenant shall not have, and shall not be informed of, the right to request a grievance hearing.

At the expiration or termination of this Lease, the Authority shall dispose of any personal property left at the Premises as provided by state law.

The acceptance of rental payments by the Authority shall not constitute a waiver of conditions or of any defaults under the terms of this Lease. Tenant shall remain responsible for payment of rent through the date that a Court-issued Writ of Possession is enforced or a minimum of thirty days after tenant provides notice of termination or the date that an out-inspection occurs. In the event that Tenant has paid rent for any period beyond the date of an enforcement of a writ of possession or the date of an out-inspection or the end of the 30 intent to vacate notice, the Authority shall refund any such amount *pro rata* and the acceptance of said funds by the Authority shall not entitle Tenant to any additional period of occupancy or possession of the premises beyond said date.

The Authority will consider the Premises to be abandoned when a Tenant has defaulted in the payment of rent and failed to cure within applicable grace periods, and has clearly indicated by words and actions an intention to terminate this Lease and occupancy of Premises.

The Tenant acknowledges and agrees that such activity, including but not limited to situations in which the Tenant's property is removed from the Premises and the Premises appears vacant, shall constitute a termination of the Lease by the Tenant, and a surrender of the Premises to the Authority.

XI. GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Tenant shall be resolved in accordance with the Authority's grievance procedures posted in the Authority Office, pursuant to Article XII below.

XII. MODIFICATIONS

Modification of the Lease can only be accomplished by written amendment signed by both parties except for rent determinations pursuant to Article VII, or as set forth in Article XII below.

Notwithstanding anything to the contrary contained herein, in the event any provisions of this Lease conflict with federal law governing public housing agencies, including but not limited to those codified in 42 U.S.C. Section 1437 *et. seq.*, federal regulations promulgated thereunder, or any

applicable state or local law as amended or replaced from time to time, such laws and/or regulations shall be controlling and incorporated herein by reference.

XIII. POSTING OF POLICIES, RULES AND REGULATIONS

Schedules of special charges for services, repairs and utilities and rules and regulations of the Authority in its discretion, provided the Authority gives at least a thirty (30) day written notice to each affected tenant setting forth the proposed modification, the reason therefore, and providing the tenant with an opportunity to present written comments which will be taken into consideration by the Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to each; household or
- b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Authority.

Failure of tenant to comply with any of the procedures, rules, or regulations incorporated herein under the terms of Article XII shall constitute a material default under the terms of this Lease.

XIV. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence Against Women Act provides the following protections to public housing residents.

- a. The Authority will not terminate or refuse to renew the Lease and will not evict the Tenant or a member of Tenant's household from the dwelling unit if the Tenant or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the Authority may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Tenant or a lawful occupant under this Lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or is a lawful occupant under this Lease.
- c. Notwithstanding anything to the contrary contained in paragraphs a. and b. above, the Authority may terminate the Lease and evict the Tenant if the Authority can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- d. Nothing in this section shall prohibit the Authority from terminating the Lease and evicting the Tenant based on any violation of this Lease not involving domestic violence, dating violence, or stalking against the Tenant or household member provided that the Authority does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.

XV. MISCELLANEOUS

The acceptance of rental payments, late fees, excess utility charges and other sums of money due hereunder shall not constitute a waiver of any breach, non-compliance or default hereunder, previously existing or existing on the date of acceptance of such payment. The failure to strictly enforce any term, condition, covenant, obligation, or agreement contained in this Lease in any instance shall not be considered a waiver of that or any other term, condition, covenant, obligation, agreement, or any subsequent breach thereof by the Lessee. No waiver shall be effective hereunder unless in writing and signed by both parties hereto. Failure to reference the breach of any provision of this Lease as a material breach does not indicate that breach of any provision not so referenced is not a material breach.

This Agreement, and any amendment, attachment or document incorporated herein by reference, constitute the complete understanding of the parties and supersedes all other oral or prior written agreement, arrangements or representations between the parties. This Agreement may not be modified orally, and no modification or attempted waiver shall be valid unless in writing and signed by each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

This Lease executed the ____ day of _____, 20__.

**THE HOUSING AUTHORITY
OF THE CITY OF BANGOR**

By: _____

Tenant: _____

Tenant: _____

Tenant: _____