



Kearney Housing Agency

2715 Avenue I OFC

Kearney, NE 68847-3771

Telephone: (308) 234-3000 Fax: (308) 237-3113

PUBLIC HOUSING LEASE

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are the Kearney Housing Agency, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at 2715 Avenue I #, Kearney, NE 68847-3771.

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 dwelling unit:

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

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 and adoptions. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Allowing another adult to move-in prior to the Landlord's approval and lease execution is a breach of lease agreement and shall result in eviction. Deletions from the household shall be reported to the Landlord within ten (10) days.

If you have received Preference Points because you are a victim of domestic abuse and/or violence, your name will be moved to the top of the waitlist and allow you to receive Landlord assistance. If the abuser is allowed into the unit or has contact at the assisted property with the family with out advance approval, the Landlord may deny or terminate assistance for breach of the Rental Agreement. Additionally, in order to receive the preference, the applicant shall identify the abuser and sign the Preference Certification of Agreement.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____

This person's address is _____

and phone number is _____

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease. Annual Recertification effective date will be _____.

3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be _____.

_____ This rent is based on the Landlord-determined flat rent for this unit.

_____ This rent is based on the income and other information reported by the Resident.

(Check one)

The Resident may choose rent calculation methods at the annual recertification only. Residents who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the Resident's income has decreased, their on-going expenses for such purposes as child care and medical care have increased or any other circumstances that create a hardship for the Resident that would be alleviated by a change.

This amount is due on the first day of each month at the Landlord's office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made

If the Resident fails to make the rent payment by the fifth day of the month, it shall be considered delinquent and a notice to vacate will be issued to the Resident. A \$10 late charge will be assessed to cover the added costs of a rent payment received after the fifth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$20 returned check fee will be charged and a "cash only" policy will apply for future rent payments.

If a Resident is paying the minimum rent and their circumstances change creating an inability to pay rent, the Resident may request suspension of the minimum rent because of recognized hardship.

4. **ZERO RENTS:** Residents who are at zero rent and/or zero income must meet monthly with staff to verify income and expenditures to assure proper calculations are made for rent determination. Residents shall bring in all bills from phone, cable, etc. Residents shall provide documentation of income received from all sources. Attendance and the responsibility to provide current documentation is mandatory. Failure to comply shall result in eviction.

5. **SECURITY DEPOSIT:** The Resident has paid the amount of \$50.00 to the Landlord as a Security Deposit.

Within 14 days after the Resident's termination of the tenancy of the dwelling unit, the Landlord shall return the Security Deposit, including the Pet Deposit, so long as the Resident furnishes the Landlord with a forwarding address and after deducting whatever amount is needed to pay the cost of:

- a. Unpaid rent or any other charges owed by the Resident at the termination of this lease.
- b. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report to reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members or guests.
- c. Other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

6. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. Permit any persons, visitors or guests, other than those listed above and minor children which are born or adopted into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. Sublet or assign the unit, or any part of the unit;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- e. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- f. 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 and/or neighbors or Agency employees;
- g. 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 and/or neighbors. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the legal business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, 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.

7. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

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

8. **UTILITIES:** The 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 beyond its control: Electricity, gas, water, sewer, and trash.

The Schedule of Excess Utility Charges is posted in the Landlord's office and is attached to this lease.

The Resident is responsible for telephone and cable charges, which are personal choices.

9. **COMMUNITY SERVICE:**
Requirements

The community service and self-sufficiency requirement is a legislative mandate by Congress. This provision follows some of the themes of the Personal Responsibility and Work Opportunity Reconciliation Act of 1990, also known as the Welfare Reform Act, by requiring low-income families in public housing to contribute or participate for eight hours a month in a community service or self-sufficiency activity, or a combination of both, as a condition of receipt of Federal Housing Assistance.

Under this provision of law, noncompliance with the community service and self-sufficiency requirements is a lease violation and is grounds for non-renewal of the lease at the end of a twelve (12) month lease term, but not termination of tenancy during the course of the twelve (12) month lease term. However, non-renewal of the lease constitutes grounds for eviction.

This provision is not intended to be perceived as punitive, but rather considered as a rewarding activity that will assist residents in improving their own and their neighbors' economic and social well-being and give residents greater stakes in their community.

Community service or self-sufficiency activities performed by residents **must not be substituted** for work ordinarily performed by the Landlord's employees, or replace a job at any location where residents perform activities to satisfy the service requirements. Community service may not be supervised by a friend or a family member as this may

result in a conflict of interest. Community Service work site must be approved by the Landlord prior to starting.

Resident's Responsibilities

- a. Provide and cooperate with the Landlord regarding verification of exempt or nonexempt status for community service and self-sufficiency requirements.
- b. Immediately report any changes regarding exempt or nonexempt status to Landlord within ten (10) days of the change.
- c. All adult residents in public housing, except for those determined to be exempt, shall contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month or perform a combination of both for eight (8) hours per month. Activities **cannot** include political activities or be substituted for work ordinarily performed by Landlord or replace a job at any location where residents perform activities to satisfy the service requirements.
- d. Provide the Landlord with information verifying compliance with service requirements including the number of hours accomplished under activity by the tenth of the following month.

Residents are required under 23 CFR 960.607(c) to comply with the service requirements. The requirement extends to all adult residents in the house hold who are determined nonexempt from the requirements. This lease shall not specify that it shall be renewed automatically for the purposes, unless the Resident fails to comply with the service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease term.

If a Resident or another family member has violated the service requirement, the Landlord may not renew the lease upon expiration of the term

Further clarification is in Chapter 14 of the Admission and Continued Occupancy Policy and the Community Service Packet that you will receive.

10. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, family composition and other documents as required. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) month period following hire for Resident whose income has increased because of the employment of a family member who was previously unemployed for one (1) or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six (6) months.

Flat Income reviews will be held every third year for Residents choosing the flat rent option. However, the Resident shall meet annually with the Landlord for a Flat Rent

update. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve (12) month period or the Resident is self-employed and the Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every quarter. If the Resident is reporting no income and/or is at zero rent and the Resident has chosen the percentage of income rent option, the Landlord will schedule a special rent review every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the Resident 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 Resident such that the formula method would be more financially feasible for the Resident.

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

11. **INTERIM RENT ADJUSTMENTS:** Residents must report in writing within ten (10) days to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. Residents paying rent based on a percentage of income including Zero Rent and Zero Income Residents are required to report any increase in income. Income is Child Support, TANF, a new job, and an increase in wages, Social Security, alimony, inheritance, pension, military pay, insurance settlements, sale of real estate, Supplement Security Income, AABD, investment interest, anyone who pays any of your bills or gives you money.

In addition, Residents paying rent based on a percentage of income are required to report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of thirteen (13) that are necessary to enable a member of the household to be employed or to go to school;
- c. Disability assistance expenses, which enable a family member to work;
- a. Verified annual increases and/or decreases of \$600 or more shall result in a rent adjustment;
- d. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

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

If the Resident receives a letter or notice from HUD, concerning the amount or verification of family income, the communication shall be brought to the Landlord's office within ten (10) calendar days.

12. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. The Resident must report all changes by the 20th of the month in order for a rent decrease to be effective the following month.
 - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than thirty (30) days advance written notice of the amount due. All income increase must be reported within ten (10) days of the change or the rent increase will be retroactive to the date of the increase.

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

13. **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 proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit in writing, rent review information within the 10 days specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

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.

14. **MAINTENANCE:**

The Resident Agrees To:

- a. Keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition as specified in the rules attached to this lease;
- b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. Not litter the grounds or common areas of the property;
- d. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. **RESIDENT SHALL NOTIFY LANDLORD PROMPTLY OF KNOWN NEED OF REPAIRS TO THE DWELLING UNIT;**
- g. Not park unregistered, unlicensed and inoperable vehicles on the property or park any vehicle on the lawn;
- h. Remove garbage and other waste from the dwelling unit and dispose in a clean and safe manner;
- i. 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, his or her household or guests, and to do so within thirty (30) days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is attached to this lease and is available at Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- j. Not remove batteries and/or disconnect smoke alarms, CO detectors and/or doorbells;
- k. Resident agrees to not change locks or install any auxiliary locks.

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 in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Landlord;
- e. If the dwelling unit is rendered uninhabitable, regardless of cause:
 - The Resident shall immediately notify the Landlord:
 - 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.
 - The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
 - 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.

15. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the houses and apartments owned and managed by Landlord, uniform standards for resident housekeeping have been developed for all Resident families.

- a. Landlord Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. Landlord will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, Landlord will notify the Resident in writing if he/she fails to comply with the standards. Landlord will advise the residents of the specific corrections required to establish compliance and indicate that training is available. Landlord will schedule a second inspection in two (2) to four (4) weeks after the failed inspection. Failure of a third inspection will constitute a violation of the lease terms. Counseling and referrals will be provided to the resident to meet the Housekeeping Standards.
- b. Resident's Responsibility: Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

Housekeeping Standards: Inside the unit

General

1. Walls should be clean, free of dirt, grease, holes, cobwebs, and markings.
2. Floors should be clean, clear, dry and free of hazards.
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean and operable, Blinds should be intact. No blankets, cardboard, aluminum foil shall be over the window and visible from the outside.
5. Woodwork should be clean, free of dust, gouges or scratches.
6. Doors should be clean, free of grease, markings and holes. Door stops should be present. Doors can not be removed.

7. Locks should work.
8. Heating Vents should be dusted, filters clean and access uncluttered.
9. Trash shall be disposed of properly and not left in the unit.
10. Entire unit should be free of rodent or insect infestation.
11. Door bells must work.

Kitchen

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean.
3. Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner. If there are dirty dishes, they should be placed in the sink and not to exceed one day accumulation. Sink and faucet should be free of excess soap and mineral deposit build up.
6. Food Storage areas should be neat and clean without spilled food.
7. Trash/Garbage should be stored in a covered container until removed to the disposal area.

Bathroom

1. Toilet and tank should be clean and odor free.
2. Tub and Shower should be clean and free of mildew and mold. Shower curtains should be in place and of adequate length.
3. Lavatory should be clean.
4. Exhaust fans should be free of dust and grease if applicable.
5. Floor should be clean and dry. No dirty/wet towels or clothes.
6. Walls and ceiling should be clean and free of mildew and mold.
7. Sink and faucet should be free of excess soap and mineral deposit build up.

Storage Areas

1. Linen Closet should be neat and clean. Closet doors must remain in place and be operable.
2. Other Closets should be neat and clean. No highly flammable materials should be stored in the unit. All doors shall be installed and in proper working order.
3. Other storage areas should be clean, neat and free of hazards.

Outside of the Unit

The following standards apply to the family and the Kearney Manor development. Some standards apply only when the area noted is for the exclusive use of the Resident;

1. Personal Gardens should be maintained.
2. Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit and should be suitable for outside use.
3. Storm doors should be clean with cylinders, springs, glass and screens intact.

16. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:
- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. Install wallpaper and /or border in the dwelling unit;
 - c. Attach awnings or window guards in the dwelling unit;
 - d. Attach or place any fixtures, signs, clothesline or fences on the building(s), the common areas, or the property grounds;
 - e. Attach screen doors, or other permanent improvements in the dwelling unit;
 - f. Place any aerials, antennas, satellite dish or other electrical connections on the dwelling unit;
 - h. Install additional or different locks or gates on any doors or windows of the dwelling;
 - i. Operate a business as an incidental use in the dwelling unit.
17. **ENTRY OF PREMISES DURING TENANCY:**
- a. Resident Responsibilities
 1. Resident agrees that the duly authorized Landlord, employee or contractor of the Landlord will be permitted to enter the Resident's dwelling during reasonable hour 8:30 a.m. – 5:00 p.m. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for releasing.
 2. When Resident calls to request maintenance on the unit the Landlord shall provide routine maintenance between 8:30 a.m.-5:00 p.m. Monday through Friday. The Resident request for maintenance shall constitute permission to enter.
 - b. Landlord's Responsibilities
 1. The Landlord shall provide one days advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing inspections, HUD inspections, special inspections and preventive maintenance inspections, perform pest extermination, to make necessary repairs, or improvements or supply necessary services.
 2. The Landlord may enter Residents' dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 3. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a maintenance tag in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.
 4. If the Resident requests a work order, the Landlord is not required to give advance notice to enter the unit.
18. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units

designed for the elderly or persons with disabilities, mobility-free units and smoking and non-smoking preference units) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move in compliance with the Landlord transfer policy. Before a transfer is approved, the Resident must be in good standing and both units must pass a Quality Control Inspection, regardless of who initiates the transfer. This time shall not exceed thirty (30) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that 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.

19. **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, or repeated chronic late payment of rent (four times in a twelve month period);
- b. Failure to provide timely and accurate statements of income, assets, expenses, family composition and any other required documents at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. Furnishing false or misleading information during the application or review process;
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. Allowing an unapproved adult, not on the lease to reside in the dwelling unit;
- f. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- g. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- h. Failure to maintain housekeeping standards as specified in the lease and the ACOP; Three (3) failed inspections within three (3) months after KHA attempted to resolve the issues.
- i. Failure to abide by applicable building and housing codes materially affecting health or safety;

- j. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
 - k. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner;
 - l. Serious or repeated damage to the dwelling unit, acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - m. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
 - n. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, neighbors or employees of the Landlord. Example: offensive weapons or illegal drugs seized in a Landlord unit by a law enforcement officer;
 - o. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
 - p. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - q. Failure to perform required community service or be exempted there from;
 - r. Failure to allow inspection of the dwelling unit;
 - s. 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;
 - t. Determination or discovery that a resident and/or guest is a registered sex offender;
 - u. Removal of batteries and/or disconnecting smoke alarms, CO detectors and or doorbells.
 - v. Any other good cause.
20. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
- a. For failure to pay rent, at least fourteen (14) days;
 - b. Noncompliance with the lease obligation "materially affecting health and safety or material noncompliance by the Resident with the rental agreement or any separate agreement, the Landlord may deliver a written notice to the Resident specifying the acts and omissions constituting a breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in fourteen (14) days and the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages otherwise and the Resident adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord may terminate the rental agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the rental agreement for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees;
 - c. For all other cases, thirty (30) days, unless State law permits a shorter period;

- d. Violation of Drug and Criminal Activity Policy shall be treated as a breach of Rental Agreement. See the Screening for Drug Related and Criminal Activity Policy attached hereto.

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 dwelling unit, sent to the Resident by First Class Mail, properly addressed, postage pre-paid or posted on the dwelling unit door. The notice shall:

- a. Specify the date the Lease shall be terminated;
 - b. State the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
 - c. 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.
21. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord thirty (30) days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
 22. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of 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 notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

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 action shall be taken. The Landlord will assist the resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the resident moving from the unit.
 23. **PROPERTY ABANDONMENT:** The landlord may sell or otherwise dispose of property left in a vacated dwelling unit pursuant to the Nebraska Disposition of Personal Property Landlord and Tenant Act.
 24. **DELIVERY OF NOTICES:**

Notice by Landlord: Except for Section 14 "Entry of Premises During Tenancy", 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 dwelling unit, sent to the Resident by First Class mail, properly addressed, postage pre-paid or posted on the dwelling unit door.

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: Kearney Housing Agency, 2715 Avenue I, Kearney, NE 68847-3771.

If the Resident is visually impaired, notices shall be in accessible format.

25. **GRIEVANCES**: All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a 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 Housing Agency is required to afford the Resident the opportunity for a hearing in accordance with the Landlord'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.

26. **HOUSE RULES**: The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
27. **DISCRIMINATION PROHIBITED**: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, 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.

28. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she attended a Leasing Session, has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

I, certify that I have attended a Leasing Session. I have received the following amendments which have been read to me and I understand what was read.

Attachments:

1. Rules of Occupancy - Handbook
2. Pet Policy
3. Screening For Drug Related and Criminal Activity Policy
4. Community Service Packet
5. Lease Addendum for Drug Free Housing
6. Smoking/Non-Smoking Building Policy

I also received the following information which was explained to me but not read:

- | | |
|--|----------|
| 1. Grievance Procedure | <u>✓</u> |
| 2. Satellite Policy | <u>✓</u> |
| 3. Renter's Insurance Form | <u>✓</u> |
| 4. Move Out Forms | <u>✓</u> |
| Termination of Lease | |
| Cleaning Instructions | |
| Schedule of Tenant Charges | |
| 5. Emergency Contact Sheet | <u>✓</u> |
| 6. Nebraska Telephone Assistance Program | <u>✓</u> |
| 7. Work Order Policy | <u>✓</u> |
| 8. Lead Based Paint | <u>✓</u> |
| 9. Statement of No Other Adult | <u>✓</u> |
| 10. Tenant Directory Release | <u>✓</u> |



Kearney Housing Agency

2715 Avenue I

PO Box 1236

Kearney, NE 68848-1236

Telephone: (308) 234-3000 V/TDD

Fax: (308) 237-3113

Web Site: www.khaweab.com

E-mail: director@khaweab.com

SCREENING FOR DRUG RELATED AND CRIMINAL ACTIVITY AGREEMENT

Public Housing Agencies (PHA) are required to conduct criminal history background checks on all applicants, and may conduct criminal history background checks on participants of the Public Housing Program as well as the Section 8 Housing Choice Voucher Program.

Federal regulations require that the Public Housing Agency (PHA) must deny admission to or terminate tenancy and/or assistance based on the following activity engaged in by the applicant, the tenant, a participant or any member of the household on or off PHA assisted property, or any guest or other persons under the resident's control on or near PHA assisted property.

- Have a household member who was evicted from assisted housing within **five (5) years** of projected date of admission because of drug-related criminal activity. 24CFR960.204(a)(1)
- Have a household member who is illegally using a controlled substance or abuses alcohol, or has a pattern of behavior that poses a threat to or may interfere with the health, safety, or right to peaceful enjoyment of the premises of other persons, residents or neighbors (PHA) may waive this requirement, verifiable by a third party if:
24CFR906.204(a)(2)(i)(ii) and 24CFR906.204(b)
 - The person demonstrates to PHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - The person has otherwise been rehabilitated successfully; or
 - The person is actively participating in a supervised drug or alcohol rehabilitation program for a period of time that is not less than six (6) months.
- Have a household member who has been convicted of manufacturing or producing methamphetamine (speed), have a household member that has engaged in or threatened abusive or violent behavior towards any PHA staff or have a household member with a registration under the State Sex Offender Registration Program. These people would be **denied for life**. 24CFR960.204(a)(3) and 24CFR960.204(a)(4)

PHA Policy states that the Public Housing Agency (PHA) will deny admission to or terminate tenancy and/or assistance based on the following activity engaged in by the applicant, the tenant,

a participant or any member of the household on or off PHA assisted property, or any guest or other persons under the resident's control on or near PHA assisted property.

24CFR260.203(c)(3)

- Rape, sexual molestation, debauchery of a minor, prostitution and other similar or related conduct to any person on or off PHA assisted and/or owned property.
- Have a household member that has engaged in or threatened abusive or violent behavior towards any PHA staff. These people would be **denied for life**.

PHA policy states that the Public Housing Agency (PHA) may deny admission to or terminate tenancy and/or assistance based on the following activity engaged in by the applicant, the tenant, a participant or any member of the household on or off PHA assisted property, or any guest or other persons under the resident's control on or near PHA assisted property. The PHA may consider all relevant circumstances

24CFR260.230(c)(3)

- Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors, or persons residing in the immediate vicinity of the premises or any on-site property management and maintenance staff, or PHA staff.
- Drug related criminal activity is the illegal possession, manufacture, sale, distribution or use; or possession with intent to manufacture, sell, distribute or use a controlled substance; or possession of any drug related paraphernalia on or off PHA owned or assisted property.
- Have a history of criminal activity by any household member involving crimes of physical violence against person or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- Physical assault, threat of physical assault, threatened or engaged in abusive or violent behavior to any persons whatsoever.
- Illegal use of a firearm or other weapon or threat to use an illegal firearm or other weapon on or off PHA assisted and/or owned property.
- Burglary, larceny, or robbery.
- Destruction of property, vandalism, or arson on or off PHA assisted and/or owned property.
- Disturbing the peace or have a record of serious disturbances on or off PHA assisted property in a manner that poses a threat to the life, health, safety or well-being of other residents, neighbors, guests or PHA staff.
- Neglect or abuse of children endangering their health, safety or welfare.
- Committed fraud by an act of omission in not reporting or not reporting correct amount of rental assistance to the Department of Health & Human Services, the applicant, tenant or participant was, had, or is receiving from PHA or any other agency. That person would be denied for **five (5) years** from the date of violation and/or PHA being made aware of the fraud.
- Committed fraud by not reporting correct amount of income or household composition to any government agency.

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

DEFINITIONS:

- **Abusive Behavior** means verbal threat, abusive language, threatening gestures or physical threats that are likely to cause mental, emotional or bodily injury or property damage.
- **Drug** means a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U. S. C. 802.
- **Guest** means a person temporarily staying in a unit with the consent of a tenant or other household member who has express or implied authority to consent on behalf of the head of household.
- **Household** means the family approved by PHA and listed on the lease and may include a live-in aide.
- **“Other Person Under the Tenant’s Control”** means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenants. *Absent evidence to the contrary, a person temporarily and infrequently on the premise solely for legitimate commercial purpose is not under the tenant’s control.*
- **Premises** means the building, house, neighborhood, complex or development in which the assisted dwelling unit is located including common areas and ground.
- **Violent Behavior** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
- **Note:** A **“preponderance of evidence”** does not require an arrest and/or conviction for criminal activity. It is only necessary that PHA have enough credible information that a strong indication of or a history of criminal behavior has or is likely to occur. Determination of ineligibility is “civil” rather than a “criminal” matter, therefore, “proof beyond a reasonable doubt” is not required in order to make determinations of ineligibility, eviction, or termination of assistance under this policy.

PROCESS AND PROCEDURES

- PHA will run the Nebraska Criminal History check from the Nebraska Judicial Branch.
- PHA has an agreement with the local Law Enforcement Center and the FBI to do Criminal History Background checks. If warranted, applicant names, social security numbers, driver’s license numbers, birth dates, and other required information shall be submitted to the local Law Enforcement Center. Dependent upon the information received from the Center, applicants or participants may then be required to be fingerprinted. Criminal History Background checks shall be conducted on participants if

warranted by information received by incident reports, neighbors, public bulletins, or newspapers.

For the purpose of this **“Screening for Drug Related and Criminal Activity Agreement”** it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health and safety of other residents, landlords, neighbors, guest or employees of PHA. In the event of a breach of the aforementioned agreement, PHA will issue a **“Notice of Non-Compliance and/or Termination of Housing Assistance and/or Termination of Rental Agreement and/or Notice of Ineligibility”**

I fully understand the **“Screening for Drug Related and Criminal Activity Agreement”** of the Public Housing Agency.

*CFR960.203(c)(3)(ii) allows the PHA, where a statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, to choose to continue that prohibition for a longer period of time.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Kearney Housing Agency does not discriminate on the basis of handicap, race, color, religion, sex, familial status or national origin in the admission or access to, or treatment or employment in its federally assisted programs and activities.

Equal Opportunity Housing

The services of a Spanish speaking interpreter are provided to all applicants and residents with no cost to the applicant or resident.





**Kearney Housing Agency
PO Box 1236**

Kearney, NE 68848-1236

Telephone: (308) 234-3000V/TDD Fax: (308) 237-3113
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LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises.

"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)).

1. 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 drug-related criminal activity, on or near project premises.
2. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
4. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
5. **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 added 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 a preponderance of the evidence.

6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

7. This Lease Addendum is incorporated into the lease executed or renewal this day between Owner and Tenant.

(Date)

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Equal Opportunity Housing

KHA does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in it's federally assisted programs and activities.

HOUSING CHOICE VOUCHER RESPONSIBILITIES ADDENDUM

As a participant in the Kearney Housing Agency's Housing Choice Voucher Program you are required to fulfill certain responsibilities in order to maintain eligibility for rental assistance now and in the future.

This sheet is designed to clarify some of your responsibilities. As a Housing Choice Voucher participant, you **MUST**:

1. Pay your portion of the rent to the landlord on the first day of each month and ***no later than the fifth day*** of each month or in accordance with the lease. The failure to pay rent when due under the Lease or repeated chronic late payments of rent - four (4) times in a twelve (12) month period may result in termination of assistance or refusal to renew the Housing Assistance Payment (HAP) Contract.
2. Follow all terms of the lease.
3. Supply all information requested by KHA.
4. Report all income changes. Participants at zero rent or zero income are required to meet monthly with program staff.
5. The tenant may engage in legal profit-making activities in the unit only if such activities are incidental to the primary use of the unit for residence by members of the family.
6. ***Notify KHA*** within ten (10) days if there is ***any change in family composition***. **Failure to comply with this responsibility could result in the family losing all future eligibility under the Rental Assistance Housing Choice Voucher Program, prosecution in the courts, repayment to the Kearney Housing Agency and a fine.**
7. Allow **no other adult**, which is anyone 18 years or older, to live in the unit who is not listed on the application and the lease. Any adult not included on the lease who has been in the unit more than fourteen (14) consecutive days without KHA approval, or a total of fourteen (14) days in a twelve (12) month period, will be considered to be living in the unit. The over night guest privilege is intended for people who live more than fifty (50) miles from the subsidized unit. An adult may be added to the lease only after that person completes an application and receives approval from KHA before moving into the unit. **Failure to comply with this policy could result in the tenant's prosecution, fine, and loss of future eligibility for the Housing Choice Voucher Rental Assistance Program.**
8. Permit periodic inspections of the unit. Both the landlord and KHA are required to give the tenant a reasonable notice of the inspection time and date.
9. Keep the rental unit in decent, safe, and sanitary condition at all times, and do not damage the unit beyond normal wear and tear. Poor housekeeping may be a reason for termination of assistance. Damages to the unit, appliances, and equipment furnished by the Owner, ***due to neglect or misuse*** shall be the sole ***responsibility of each Tenant***, and ***shall include damages caused by the Tenant's children, co-residents, or guests***. This does not include damages resulting from the Owner's negligence or from reasonable wear and tear. Three (3) failed inspections, within a 1 year period, during which the Landlord or KHA attempted to resolve the issues may result in termination of assistance or refusal to renew the HAP contract.
10. Pay all utility bills for which the tenant is responsible. The failure to pay utilities by the due date to the supplier of the utility or repeated chronic late payments of utilities - four (4) times in a twelve (12) month period may result in refusal to renew the HAP Contract. One disconnect occurrence is considered substandard housing and may result in termination of assistance. All utilities for which the tenant is responsible for paying, in accordance to the lease, must be hooked up and maintained in the tenant's name.

11. Inform the Kearney Housing Agency of any request by your landlord for additional money or if you are asked to sign any additional agreements besides the lease. The tenant must receive authorization from KHA prior to signing any additional agreements.
12. Notify Kearney Housing Agency before moving from a unit. The owner/landlord must be given *at least a 30 day written notice* to vacate the unit with a **copy of the notice given to Kearney Housing Agency** at the same time. This written notice shall be given to the owner/landlord *on or before the first of the month preceding* the month the tenant wishes to vacate. **Kearney Housing Agency will use the date the notice is received in this office as the beginning of the 30 days.** Failure to complete the initial 12 month lease will result in program non-compliance.
13. Use the dwelling unit for the residence of only those persons listed on your application, and/or lease and use it as your only place of residence.

As a Housing Choice Voucher participant, you **MUST NOT:**

1. Commit any fraud, bribery or any other corrupt or criminal act in connection with this program.
2. Own or have any interest in the rental unit.
3. Sublease or assign the lease or transfer the unit to another person.
4. Make any payment to the landlord other than the security deposit, the amount of rent determined by the Kearney Housing Agency, and/or a pet deposit.
5. ***Not allow animals or pets of any kind in the unit*** without *written consent* by the Owner, and a copy of the written consent given to KHA.
6. Create disturbances by loud talking or unnecessary noises. Radios, stereos, televisions or other sounds should be turned down after 10:00 p.m. ***Loud noise from unsupervised children, parties, or guests, or any other person or thing is prohibited.*** Other tenants or neighbors must not be disturbed. The tenant is responsible for the conduct and activities of all family members, guests or visitors.
7. Commit any serious or repeated violation of the lease.
8. Receive assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Kearney Housing Agency has determined that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Participate in illegal drug or violent criminal activity, engage in illegal use of a controlled substance or abuse alcohol in a manner that would threaten the health and safety or right to peaceful enjoyment of the premises by other residents. See the "Screening for Drug Related and Criminal Activity Policy" for examples of illegal drug or violent criminal activity.
10. Receive housing assistance under the Housing Choice Voucher Program while occupying, or receiving housing assistance for occupancy of any other unit assisted under any Federal Housing Assistance Program.

A **Tenant may be terminated** from the Rental Assistance Housing Choice Voucher Program if he/she: ***does not take care of the rental unit; does not pay his or her portion of the rent; has utilities disconnected for non payment, allows other adults to live in the unit who have not been approved and are not listed on the application and/or lease, participates in illegal drug or violent criminal activity or fails to attend required meetings such as annual re-certifications or zero rent appointments.***

PET POLICY

18.1 Exclusions

This policy does not apply to Section 18.4 if the animals are used to assist persons with disabilities **provided that** the tenant requests an accommodation on the PHA form. However, if an accommodation for an assistance animal is granted, tenants are still required to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 Pets in Public Housing

The PHA allows for pet ownership of one common pet in its developments with the written pre-approval of PHA. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet, and agrees to hold the PHA harmless from any claims caused by an action or inaction of the pet.

18.3 Approval

Residents must have the prior approval of the PHA and the pet deposit must be paid prior to moving a pet into their unit. Residents must request approval on the "Pet Application/Registration Form." This form must be fully completed, a picture submitted and the pet deposit paid prior to the PHA's approval of the request and the Residents signing the Pet Addendum to the Rental Agreement. Residents must be in good standing and in compliance with their lease (utility bills and rent is current, no tenant damages).

18.4 Types and Number of Pets

The PHA will allow only one (1) common household pet. This means only domesticated animals such as a dog or a cat. A pet can also be a bird, one rodent in cages, fish in an aquarium or a turtle. Common household pets do not include reptiles (except turtles).

All cats and dogs must be spayed or neutered. A licensed veterinarian must verify this fact.

Only one (1) dog or cat shall be permitted in each unit

A maximum of one (1) small caged animal (guinea pig, rodent, bird, hamster, and gerbil) shall be permitted.

Fish aquarium larger than ten (10) gallons of water, must be registered and proof of liability insurance is required.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, or animal prohibited by state and or local ordinances shall not be allowed.

No animal may exceed twenty (20) pounds in weight projected to full adult size.

18.5 Inoculations

In order to be registered by PHA, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws. A certification signed by a licensed veterinarian shall be annually filed (at Annual Re-certification) with the PHA to attest to the inoculations.

18.6 Pet Deposit

A pet deposit in the amount of \$250 for Kearney Manor and Scattered Sites, \$150 for Colony Acres, and \$100 for Pioneer Apartments and East View Court is required at the time of submitting the "Pet Application/Registration Form." Residents must have the prior approval of the PHA and the pet deposit must be paid prior to moving a pet into their unit or on PHA premises. The deposit is refundable when the pet and the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 Financial Obligation of Residents

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the PHA reserves the right to exterminate and charge the resident.

18.8 Nuisance or Threat to Health or Safety

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

The pet must be maintained in a healthy condition, being bathed and groomed as necessary for the health of the animal.

Repeated substantiated complaints by neighbors or PHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 Designation of Pet Areas

Pets must be kept in the owner's apartment, home, or on a leash at all times when outside the unit (no outdoor cages, no dog runs, no pens, no dog houses may be constructed). No pet, at any time, shall be permitted to run loose. "Run loose" shall be defined as: "Not being attached to a device which is held by or attached to the pet owner, or the owner's designated responsible person, by which that person can fully control the pet's actions. It shall not be permitted at any time for any person to place upon or attach to the exterior of any PHA property, any item that will accommodate, protect or secure any pet. Persons who walk pets are responsible for immediately cleaning up after their animals and

discarding securely bagged pet droppings. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of “Assistance animals” no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office.

Colony Acres Annex residents must carry the pet from the apartment to outside.

18.10 Miscellaneous Rules

Pets may not be left unattended in a dwelling unit for over ten (10) hours. If the pet is left unattended and no arrangements have been made for its care, PHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs and cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Damage to yards such as holes and pet droppings shall be tenant responsibility and PHA will charge accordingly.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. Litter shall not be disposed of in toilets.

A pet owner shall physically control or confine his/her pet during the times when PHA employees, agents of PHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from PHA's property within twenty-four (24) hours of written notice from PHA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any of the conditions of this policy may be required to remove his/her pet from the development within ten (10) days of written notice from PHA. The pet owner may also be subject to termination of his/her dwelling lease.

PHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 Removal of Pets

PHA, or an appropriate community agency, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the PHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

18.12 Definition of Assistance Animals

Assistance animals include guide dogs for persons with visual disabilities, as well as other types of assistance animals that provide services for people with other disabilities, including emotional support for persons with mental disabilities or whose disabilities result in chronic pain.

SAMPLE



Kearney Housing Agency

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Statement of No Other Adults Living In Unit

The Kearney Housing Agency Kearney Manor policy states: "No adult person/persons other than those listed on the lease shall live/stay in the unit, other than on a temporary basis and not exceeding 14 days annually." This is to insure that the total tenant payment is accurately based on the total monthly income of that household unit.

If this situation should arise while I am receiving rental assistance, I agree to contact the Kearney Housing Agency with the additional information. I understand that I must **receive prior approval** from the Housing Agency and the Landlord, before adding anyone else to my household, and said person/persons are required to come into the Housing Agency Office to complete all necessary paperwork. I realize that the failure to do this could result in being required to repay rent paid on my behalf, possible theft and fraud charges filed under state and federal law and my Housing Assistance could be in jeopardy.

I _____ understand the above statement, and do hereby certify by my signature, there is no other person living or staying in the unit now, other than the following people who are listed on the lease:

Jane Doe

John Doe

Junior Doe

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

_____ Equal Housing Opportunity _____

Kearney Housing Agency does not discriminate on the basis of disability, race, color, religion, sex, familial status or national origin in the admission or access to, or treatment or employment in, its federally assisted programs and activities.
Forms/Housing Choice Voucher/No Other Adult Statement (October 2002 NGR)

The services of a Spanish speaking interpreter are provided to all applicants and residents, with no cost to the applicant or resident.