



# Public Housing Lease

Fairmont-Morgantown Housing Authority  
103 12<sup>th</sup> Street  
P.O. Box 2738  
Fairmont, WV 26555-2738  
Office Hours:  
Monday-Thursday  
8:00AM–5:30PM  
(304) 363-0860  
Ext 106

Initials: \_\_\_\_\_



# PUBLIC HOUSING LEASE – APPENDIX B

## **PARTIES AND DWELLING UNIT:**

The parties to this Lease are the Fairmont-Morgantown Housing Authority (FMHA), referred to as Landlord, and the occupying household members, referred to as the Resident or Head of Household:

\_\_\_\_\_

The Fairmont-Morgantown Housing Authority leases to the Resident the premises located at \_\_\_\_\_ in Fairmont, WV 26554.

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:

<b>Name</b>	<b>Date of Birth</b>	<b>Social Security Number</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the FMHA. Deletions from the household shall be reported to the Fairmont-Morgantown Housing Authority within (10) days.

## **2. LEASE TERM:**

The initial term of this Lease Agreement will be for twelve (12) months effective \_\_\_\_\_. The Lease will renew automatically for 12-month terms contingent upon Resident's compliance with all terms and conditions contained herein and determination of Resident's eligibility for continued occupancy at the time of annual reexamination. Failure to provide verifiable documentation at the time of renewal of the lease that all minimum monthly community service requirements have been met, where applicable, will be grounds for non-renewal of the Lease. If the Residents plan to vacate the Dwelling Unit at the end of their lease, they must give the Fairmont-Morgantown Housing Authority a thirty (30) day written notice.

## **3. RENTAL PAYMENTS:**

Resident shall pay monthly their first month's rent on \_\_\_\_\_. If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated in the amount of \$ \_\_\_\_\_. The following monthly rent shall be paid in the amount of \$ \_\_\_\_\_.

All additional payments will be due on or before the first day of each month without demand. Resident will receive Utility Allowance in the amount of \$ \_\_\_\_\_.

Initials: \_\_\_\_\_

- this rent is based on the Authority-determined flat rent for this unit.
- this rent is based on the 30% of gross income.
- this rent is based on the income and other information reported by the Resident.

**Residents may change rent calculation methods at any recertification.** 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 changed or any other circumstances that create a hardship for the Resident that would be alleviated by a change.

**This amount (Rent) is due on the first day of each month without demand,** at the Fairmont-Morgantown Housing Authority office, 103 12<sup>th</sup> Street P.O. Box 2738, Fairmont, WV 26554-2738 and shall remain in effect until adjusted in accordance with the provision of this lease. Rent Payments are to be made either in the form of check or money order only.

**CASH PAYMENTS ARE NOT ACCEPTABLE.**

**Late Fee:** Rent Payments not received by 4:30 p.m. on the 5<sup>th</sup> calendar day of the month in which such payments are due will incur a late fee of **Twenty-five Dollars (\$25.00)**. If the 5<sup>th</sup> falls on a Friday, weekend or holiday, then the resident will have until 4:30 p.m. the next business day to submit their payment via drop box. **If a check is returned by a financial institution, the rent will be considered unpaid and subject to the \$25.00 late charge.**

If the rent is not paid on time, a delinquent notice will be mailed to the tenant giving the tenant 14 days to pay. Failure to pay within the 14 days will result in lease termination and eviction.

A check returned for non-sufficient funds shall be considered non-payment of rent and may result in a \$25.00 late charge fee. If a resident makes a rent payment and their monthly rent is delinquent, the payment being made will first be applied to the oldest rent due, and then to late charges. The same procedure will continue to apply each time a rent payment is made, until all rent and late charges are brought up-to-date.

If the Resident is delinquent three (3) times, in any twelve (12) month period, the Resident shall be determined to be in repeated violation of the terms of the Lease. The FMHA will consider the repeated violations to be a breach of a condition of the lease and can result in termination of the lease.

**4. SECURITY DEPOSIT:**

Residents agrees to pay a Security Deposit of \$ \_\_\_\_\_ to the Fairmont-Morgantown Housing Authority, as a Dwelling unit Security Deposit which will be used for payment of any rent or other charges which the Resident owes, or for repairs of any damages to the Dwelling Unit upon termination of this Lease. The Security Deposit may not be used to pay rent or other charges which the Resident occupies the Dwelling Unit. No refund of the Security Deposit will be made until after the Resident has vacated the Dwelling unit, the Dwelling Unit has been inspected by FMHA, all remaining charges on the Resident's account have been deducted, and the Resident provides notice of new address. With the approval of the FMHA, the Security Deposit may be made in three payments – one third in advance, one third with their third rent payment, and one third with their fourth rent payment. The FMHA will hold this security deposit for the period the Resident occupies the dwelling unit. The Fairmont-Morgantown Housing Authority shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Initials: \_\_\_\_\_

Within thirty (30) days after the Resident has permanently moved out of the dwelling unit, the Fairmont-Morgantown Housing Authority shall return the Security Deposit. If interest should be paid on the Security Deposit the interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Fairmont-Morgantown Housing Authority returns the Security Deposit. The Fairmont-Morgantown Housing Authority shall provide the Resident with a written list of charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the FMHA will meet with the Resident to discuss the charges.

**5. OCCUPANCY:**

The Resident shall use the premises as a private dwelling for himself or herself and the persons listed on the 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 Fairmont-Morgantown Housing Authority.

**6. INSURANCE:**

The Fairmont-Morgantown Housing Authority strongly urges all Residents to obtain personal property and liability insurance. FMHA's insurance does not cover any loss of or damage to your property regardless of cause. FMHA is not responsible for damage done to personal property in the event of unforeseen damages that are beyond Housing Authority's control.

**7. RESIDENT OBLIGATIONS:**

**The Resident shall be obligated as follows:**

- A. Shall not permit any persons other than those listed on the Lease Agreement and minor children which are born 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 Fairmont-Morgantown Housing Authority. Overnight visits beyond three days shall require the prior written approval of FMHA. However, the Housing Authority reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that the guest is an unauthorized household occupant. Such suspicion may arise whenever an adult person is making a re-occurring visits or one continuous visit of 14 days and/or a 45-day period without prior notification of Housing Authority management.
- B. Not to provide accommodations for boarders or lodgers.
- C. Not to assign the Lease, sublet or transfer possession of the Dwelling Unit or any part of the Dwelling unit or permits the use of the premises for any other purposes other than as a private dwelling.
- D. To use the Dwelling Unit solely as a private dwelling for the Resident and the Resident's household members as identified on this Lease.
- E. To abide by all rules and regulations promulgated by FMHA as amended from time to time, which shall be posted in the FMHA central management office and incorporated by reference in this lease.
- F. To comply and cause all members of the household and guests to comply with all obligations imposed upon Residents by FMHA and/or applicable provisions of building and housing codes materially affecting health and safety.
- G. To act, and cause household members and guests under their control to act, in a responsible, peaceful, and orderly manner which will not harm or disturb other Resident's safe sense of security, and peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a clean, decent, safe, and sanitary condition.
- H. Residents and their guests shall not engage in any objectionable or disorderly conduct, loitering, offensive language, noise, loud music, or create or permit the creation of a nuisance on the premises which will disturb or interfere with other resident's sense of security and the right to a safe and peaceful enjoyment of the premises as determined by the FMHA. All outside events or gathering such as picnics, etc. shall cease at 11:00 p.m.

Initials: \_\_\_\_\_

- I. Resident may be allowed to keep pets as outlined in the Admission and Occupancy Policy.
- J. Resident or the Resident's household members, or guests shall not engage in or permit unlawful activities in the unit, on the common areas, or on Fairmont-Morgantown Housing Authority grounds.
- K. Shall not permit any member of the household or guests, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, senses of security, or right to peaceful enjoyment of the premises by other residents or FMHA employees.
- L. Shall not permit any member of the household, a guest, or another person under the resident's control to engage in any violent or drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for **immediate termination** of this Lease Agreement and eviction from the Dwelling Unit.
- M. For purpose of this Lease, the term "drug –related criminal activity" means the illegal manufacture, sale, distribution, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.,C. section 802).
- N. Resident shall not be allowed to have any pets without prior written authorization from the Housing Authority. Pets that are not owned by a Resident are NOT allowed on the premises for any reason or for any amount of time.

**ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.**

**Alcohol abuse and uses of illegal substances that interferes with the health, safety, sense of security, and the right to peaceful enjoyment of other residents will result in Lease termination and eviction.**

- 1. If a Resident, household member, or guest uses or has a pattern of alcohol abuse, alcohol that is determined by the Fairmont-Morgantown Housing Authority to interfere with the health, safety, sense of security or right to peaceful enjoyment of the premises by other residents shall result in Termination of the Lease.
- 2. **TERMINATION WILL RESULT:**
  - a. With three documented cases of lease violations in the Resident Files.
  - b. The Housing Authority will deny or terminate assistance for any family, housing or intending to house, a person or persons who are currently on house arrest for the following crimes:
    - a drug related conviction or drug related activity for the production or manufacturing of methamphetamine on the premises of a federally assisted housing facility.
    - criminal sexual activity, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.
    - criminal activity that may threaten the health r safety of PHA staff, contractors, or agents.
    - criminal activity that could threaten the health and safety or welfare of other tenants.
    - violent criminal activity, defined by HUD as any criminal activity that has 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.

Initials: \_\_\_\_\_

- drug related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
  - Household member is subject to a lifetime registration requirement under a state sex offender registration program.
- c. Anyone who is listed on the State of Federal Sex Offender Registry is banned for life from being on Public Housing property even if it is simply to visit or spend the night as it poses a threat to the safety and security of Public Housing residents, especially minor children. Should any resident invite a registered sex offender onto Public Housing property for any reason, FMHA will act immediately to evict the resident. Further, FMHA takes the position that allowing registered sex offenders to visit at Public Housing properties severely compromises the integrity of the rental assistance program, as well as the safety and security of all residents. (Rs: 24 CFR 5.903(f); 24 CFR 5.905 (d); 24 CFRE 960.204 (a)(4); PIH Notice H 2009-11; PIH Notice 2009-35(HA); HUD Occupancy Handbook 4350.3REV-1 pg. 4-18 e.6. and e.7.)

#### **8. THE RESIDENT AGREES TO:**

- a. Keep the dwelling unit and outside area, assigned to the Resident for Resident's exclusive use, in a clean, neat, orderly, and safe condition at all times.
- b. To dispose of all garbage, rubbish, litter, cigarette butts, candy papers and other waste from interior and exterior (yard and designated parking area of the Dwelling Unit and maintain it in a sanitary and safe manner). Excessive amounts of debris and garbage will result in a fine of \$50.00. Do not store tires, boxes, mops, buckets, brooms and car parts on your porches, patios or in the unit. Hanging clothing, rugs, towels, etc. on exterior handrails or banisters is not permitted.
- c. To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging or removing any part of the Dwelling Unit development or other residents' belongings. Resident and guests are required to use walkways and not walk on grass.
- d. To pay reasonable charges for the repair of damages to the Dwelling Unit (Other than for ordinary wear and tear), or to the development (including damages to building facilities or common areas), caused by the Resident, his or her household members, or guests, and to do so within thirty (30) days after receipt of the FMHA itemized statement of the repair charges. Tenant charges for anything beyond normal wear and tear will be assessed to the tenant at the rate of actual cost of materials used, plus actual labor used to make the necessary repairs.
- e. To report any pests which are observed in the Dwelling unit. FMHA reserves the right to provide routine pest control services at no cost to the Resident. However, should an extended or more concentrated service be required for housekeeping or other conditions caused by the Resident, or refusal of routine service by the Resident, and then the Residents will be charged the actual cost of this extended or concentrated service. The residents are required to comply with all requirements that are necessary to complete the extermination per the pest control services request.
- f. To use only in a reasonable manner all electric, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and Housing Authority property. Use of kerosene, propane and/or electric space heaters is prohibited unless provided by FMHA for Emergency Use only.
- g. To perform seasonal tasks as requested by FMHA, including snow and ice removal from porches, patios and sidewalks, (unless you have been exempted from the obligation upon written request and approval from the Fairmont-Morgantown Housing Authority-**exemptions must be requested and approved annually**), maintain yards of detached and semi-detached housing unit.

Initials: \_\_\_\_\_

- *Snow and ice removal will begin when there has been an accumulation of two or more inches of snow, or any accumulation of ice. Maintenance Staff will be responsible for removal of snow and ice at all common areas, such as parking lots and cluster mailboxes.*
- h. Give the FMHA prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit related facilities.
  - i. All vehicles, including motorcycles must always maintain proper license, registration, and inspection. Vehicles that leak any fluids must be removed from Housing Authority property immediately and will not be allowed back on Housing Authority property until such leaks are repaired. If any fluids leaked on housing authority property, the resident is responsible for the proper cleanup of the fluids, and the proper disposal of the debris.
    - a. After notice from the FMHA the Resident will be required to remove the vehicle, including motorcycles from the parking lot or driveway within the development until the vehicle is licensed, registered, inspected or operable. The vehicle, including motorcycles must be moved within five days from the date of being tagged.
    - b. Residents and their guests are not permitted to work on their vehicles, including motorcycles on the Housing Authority property, nor are they permitted to change oil or other lubricants on Housing Authority property.
    - c. Unauthorized or abandoned vehicles may be disposed of by FMHA with the cost of removal and disposal assessed against the resident.
    - d. All vehicles, motorcycles. ATV's, and UTV's must be parked in a designated parking space. Parking on sidewalks or grass is not permitted at any time.
  - j. Fairmont-Morgantown Housing Authority parking decals are required for all Resident owned vehicles, including motorcycles and are to be properly displayed in the rear window of each vehicle and in a visible place on all motorcycles.
  - k. No additional or new locks may be installed on any doors for any reason.
  - l. Water must not be allowed to overflow. Toilets and other water apparatus shall not be used for any purpose other than those for which they were constructed.
  - m. Windows and doors must not be left open in cold weather.
  - n. Waterbeds are prohibited.
  - o. Installation of ceiling fans and air conditioners (portable and window) are not permitted in FMHA apartments unless provided by the FMHA for emergency use only.
  - p. Alterations including painting are not to be made to apartments.
  - q. Articles are not to be stored in the crawl space or the furnace room at any time
  - r. **Smoke Alarms must be operational at all times**
    - a. First time smoke alarm violation; written warning and counseling
    - b. Second time smoke alarm violation; fourteen-day eviction
  - s. Fences separating resident's yards are prohibited.
  - t. The Housing Authority assumes no responsibility or liability for any personal property that is stored in Housing Authority provided storage facilities. Storage of anything flammable; such as gasoline, kerosene, *propane* etc. is not permitted in or around the leased unit.
  - u. Resident agrees to promptly notify FMHA of any conditions in the unit that are dangerous to health or safety of Resident or other Residents, or which may do damage to his/her premises or waste utilities provided by the FMHA. Damages done by third parties must be reported to local police department as well as FMHA. Resident may be held responsible for damages done by their guests or third parties.
  - v. Excessive and severe abuse, damages and/or negligence of a unit may be treated as vandalism and will be reported to the law-enforcement authorities for criminal prosecution; and will be grounds for lease termination.

Initials: \_\_\_\_\_

- w. The Resident agrees to give FMHA notice in writing when the premises is to be unoccupied for any period greater than (10) ten calendar days, but such notice shall not render FMHA responsible for any personal property of any nature or description left in or on the Dwelling Unit during Resident's absence.
- x. The Resident shall keep his/her unit in such a condition as to prevent safety, health or sanitation problems from arising, (reference Housekeeping Policy Appendix C). Units shall be free from dirt, debris, boxes, clutter, extension cords, phone cords and TV cords running across the floor and/or other items that will:
  - a. Block clear access to doors, windows, electrical receptacle, and furnace
  - b. Pose inaccessibility for pest extermination
  - c. May be considered a fire, health, or safety issue.
    - i. The Resident shall be required to clean or remove such impediments within (7) days or immediately if eminent danger exists. The notice of Failure to remove such hazards shall be due cause for termination of lease. In severe situations final inspection may be conducted and approved by the Health Department and/or Fire Marshall
- y. Trash in trashcans must be kept outside in the designated garbage areas and at no time stored in the unit. Trashcan lids must be closed tightly, the trash must not hang over the edge of the cans. Trash cans and recycle bins must be returned to the designated area by the end of the day of trash pick-up. Residents will be required to pay a trash can fee of \$25 to cover the cost of replacing a lost trash can and lid. Residents are responsible for keeping the trash picked up around trash cans and in their yards, regardless of where the trash came from.
- z. Children's bicycles, toys must be *stored* in the rear of your unit. All items must be stored in an organized, clean, and neat fashion at all times.
- aa. Resident agrees not to plant trees or shrubs on development property. Flowerbeds and gardens shall be permitted within a 2 foot wide space next to the apartment building only and only with the permission of the Housing Authority
- bb. Resident agrees to prevent children from playing in the parking lot. Minor children must be accompanied by an adult at all times while outside of the dwelling. Any tenant found to be in violation will be is subject to lease termination.
- cc. Resident agrees not to place tents, yard art, flags, patio furniture, or any other items on the grass.
- dd. Pools are not permitted regardless of size.
- ee. Resident agrees not to connect hoses intended for outside usage to inside water hookups.
- ff. Resident agrees not to connect hoses to the outside hose faucets that belong to FMHA and are for FMHA use only.
- gg. Resident agrees not to use or have fire pits, fire rings or any other outdoor fireplace. Outside burning of any kind is prohibited on FMHA property.
- hh. Grills or Smokers cannot be placed against the exterior unit walls at any time to avoid damaging the siding etc. Grills or smokers are prohibited from being inside the unit at any time.
- ii. Resident agrees to notify the FMHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Former residents who have been evicted are not permitted as overnight guests (refer to FMHA Admission & Occupancy Policy 3-1.J. Guests).
- jj. Resident agrees to properly discard of jack-o-lanterns, pumpkins, gourds etc. by December 1<sup>st</sup> of each year.

Initials: \_\_\_\_\_



**9. REPORTING OF INCOME:**

Resident must report to the Fairmont-Morgantown Housing Authority any changes in Household composition or household income, in writing within (10) calendar days of the change. With the written permission of the Fairmont-Morgantown Housing Authority, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident’s guests, visitors and, with the consent of the Fairmont-Morgantown Housing Authority, foster children, and/or adults and the live-in care giver of the Resident’s household members.

**10. 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 Fairmont-Morgantown Housing Authority.

**11. MOVE OUT:**

The Resident must notify the Housing Authority of their intent to vacate by submitting a Notice of Intent to Move Form. Once the Fairmont-Morgantown Housing Authority receives the Notice of Intent to Move, a preliminary move out inspection will be scheduled. The resident may be present during the preliminary move out inspection.

**12. UTILITIES:**

The Fairmont-Morgantown Housing Authority shall provide the following utilities as part of this agreement but shall not be liable for the failure to provide service if beyond its control:

1. FMHA shall furnish the Resident with the garbage removal service at all FMHA owned properties for no additional cost to the resident. FMHA shall furnish the water/sewer services at the following locations with a reduced utility allowance:
 

a. Columbia Street	e. Chicago Street
b. Courtland Street	f. Howard Street
c. Harlem Street	g. Ogden Avenue
d. Norval Street	

  - i. FMHA shall not be responsible for failure to furnish utilities by reason of any cause beyond FMHA’s control. (Allowances for these utilities are posted in the FMHA Central Management Office).
2. The Utility allowance on this unit is \$ \_\_\_\_\_.
3. Resident shall supply the Electric and Gas Services. The Resident must supply proof to FMHA that all the utilities are in the name of the Resident who is responsible as the lease holder.
4. Residents located on the following streets shall supply the water/sewer service.
 

a. Billingslea Street	d. View Avenue
b. Carlone Street	e. Oregon Avenue
c. Maple Avenue	

Initials: \_\_\_\_\_

**All utilities must be on at all times. This is a health and safety issue. If a utility is off for non-payment or at resident request, the resident will be given 24 hours to have the utility turned back on. Failure to do so will result in a 14 day notice to vacate. If a resident has a utility shut off prior to their scheduled move-out date, then the resident will be billed for that utility from the date it was shut off to the date of their scheduled move-out.**

**13. RENT RECERTIFICATIONS:**

- a. Each year, by the date specified by the Fairmont-Morgantown Housing Authority, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and household composition. The FMHA 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.
- b. Income reviews will be held annually for Residents choosing the Flat Rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.
- c. At this time of the recertification appointment the Resident may elect to change his or her rent choice option.
- d. In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the FMHA will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the household 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 household such that the formula method would be more financially feasible for the household.
- e. Residents paying rent based on income may meet with the FMHA 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.

**14. INTERIM RENT ADJUSTMENTS:**

- a. Residents must promptly report in writing to the FMHA any of the following changes in household circumstances when they occur between Annual Rent Recertification within **(10) days from the date of the change:**
  - i. A member has been added to the household through birth, adoption, or court-awarded custody
  - ii. A household member is leaving or has left the household unit. In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertification:
    - iii. A decrease in household income
    - iv. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school
    - v. Handicapped assistance expenses, which enable a Resident member to work;
    - vi. Medical expenses of elderly, disabled, or handicapped members of the household that are not covered by insurance; or
    - vii. Other household changes that impact their adjusted income

Initials: \_\_\_\_\_

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the household's annual income is caused by a reduction in the welfare or public assistance benefits received by the household that is a result of the Resident's failure to comply with the condition of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the household's annual income is caused by a reduction in welfare or public assistance benefits received by the household 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 household shall include what the household 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 Resident 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 Fairmont-Morgantown Housing Authority shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

**15. EFFECTIVE DATE OF RENT CHANGE:**

The FMHA shall give the resident written notice of any change in the resident's rent. The notice shall be signed by the FMHA, state the new amount the resident is required to pay, and the effective date of the new rental amount.

- a. **Rent Decreases:** Any change in a resident's income must be reported to FMHA in writing within 10 days of the change. The rent change decrease will take effect on the 1<sup>st</sup> day of the following month, after verifications are received.
- b. **Rent Increases:** Rent increases will become effective on the 1<sup>st</sup> day of the 2<sup>nd</sup> month after verifications have been received.
- c. **0 Income:** Any change in a resident's income must be reported to FMHA in writing within 10 days of the change. The rent adjustment increase will take effect on the first day of the 2<sup>nd</sup> month after household verifications are received, unless the family is subject to Earned Income Disallowance (24 CFR 960.255)

Once the rental rate is established, whether it be an increase or decrease, it shall remain in effect until another interim adjustment is warranted, or the annual recertification is completed. Should the resident fail to report changes in writing within the required 10 days, any rent decrease will be based on the date the resident reported the change. Any increase in rent will be based on the effective date of the income and the resident will be responsible for any back rent as a result of the delayed reporting within the required 10 days in writing.

Should the resident fail to report income changes in a timely manner, the effective date of any rent decrease will be based on the date the resident reported the change. Any increase in rent will be based on the effective date of the income increase and the resident will be responsible for any back rent as a result of the delayed reporting.

**16. RESIDENT OBLIGATION TO REPAY:**

Residents who pay rent based on income shall reimburse the FMHA 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 rent review information by the date specified by the Fairmont-Morgantown Housing Authority.

Initials: \_\_\_\_\_

- b. Resident submits false information at Admission or at annual, special, or interim recertification.
- c. Resident failed to report change in household income or household composition in writing with ten (10) days of the change. Resident is not required to reimburse the Fairmont-Morgantown Housing Authority for undercharges caused solely by the FMHA failure to follow the U.S. Department of Housing and Urban Development's procedures for computing rent.

**The Fairmont-Morgantown Housing Authority 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. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord.
- f. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

**If the Dwelling Unit is Rendered Uninhabitable:**

- a. The Resident shall notify the FMHA immediately.
- b. The FMHA shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

**17. RESTRICTION ON ALTERATIONS:**

The Resident shall not do any of the following:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit.
- b. Attach awnings or window guards in the dwelling unit.
- c. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds
- d. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit
- e. Install or alter carpeting, resurface floors or alter woodwork.
- f. Place any aerials, antennas, satellite dishes, or other electrical connections on the dwelling unit.
- g. Install additional or different locks or gates on any doors or windows of the dwelling unit; or operate a business as an incidental use in the dwelling unit
- h. Attach outside Christmas lights (any type of lights), or a flagpole on the exterior of the unit building

Initials: \_\_\_\_\_

- i. No nail holes are permitted in the ceiling. Also, large nails, molly bolts, screws (except drapery rod brackets) and stick-on hangers(command strips) are not permitted on walls and ceilings.
- j. The resident is not permitted to patch or repair any hole they make. The repair will be done by properly trained maintenance staff.
- k. No wall stickers of any kind are to be placed on the walls.

**18. ACCESS BY THE FAIRMONT-MORGANTOWN HOUSING AUTHORITY:**

The FMHA shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the FMHA shall leave an entry slip stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

**The FMHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.**

**19. HOUSEKEEPING INSPECTIONS:**

Generally, at the time of the annual reexamination, or at other times as necessary, the Fairmont-Morgantown Housing Authority will conduct a housekeeping inspection to ensure the household is maintaining the unit in a safe and sanitary condition. The Housing Authority will provide monthly pest inspections. A Housing Authority representative may accompany the exterminator to evaluate housekeeping and pest control issues. In order to maintain an historical record of housekeeping conditions, or other apartment conditions such as damages, etc. FMHA representatives may find it necessary to take pictures of the individual conditions during monthly exterminations, preventative maintenance, routing maintenance, or any occasion that Fairmont-Morgantown Housing Authority staff has to be in the unit.

**20. SIZE OF DWELLING:**

The Resident understands that the FMHA assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). 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 FMHA transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed seven (7) 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 FMHA determines that a Resident must transfer to another unit based on household 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.**

**21. LEASE TERMINATION BY LANDLORD:**

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law and the terms of this Lease.

Initials: \_\_\_\_\_

The FMHA shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated or chronic late payment of rent (three times in a twelve month period)
- b. Failure to provide timely and accurate statements of income, assets, expenses and household composition at Admissions, Interim, Special or Annual Rent Recertification, 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.
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers
- e. 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 FMHA failure to abide by necessary and reasonable rules made by the Landlord for the benefit and wellbeing of the housing development and the Residents failure to abide by applicable building and housing codes materially affecting health or safety.
- f. Failure to dispose of garbage, waste and rubbish in a safe, timely and sanitary manner.
- g. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- h. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- i. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas.
- j. Any activity that threatens the health, safety, sense of security, or right to peaceful enjoyment of the premises by other Residents or Employees of the Authority
- k. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises.
- l. Alcohol abuse that the FMHA determines interferes with the health, safety, sense of security, or right to peaceful enjoyment of the premises by other residents.
- m. Failure to perform required community service or be exempted therefrom.
- n. Failure to allow inspections of the dwelling unit.
- o. Determination that a household member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.
- p. Determination or discovery that a resident is a registered sex offender; or any other good cause
- q. When a tenant has caused a fire in the unit, there will be immediate eviction if the fire is caused by the resident due to negligence or abuse.
- r. Failure to comply with rules and regulations of Guests(3-1.J.) outlined in the FMHA Admissions & Continued Occupancy Policy.

The Notice of Lease Termination from the FMHA shall be personally delivered to the dwelling unit, sent to the Resident by Certified Mail and regular USPS mail service.

- 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 ground 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.

Initials: \_\_\_\_\_

**22. LEASE TERMINATION BY RESIDENT:**

If the Resident desires to move prior to renewal of any 12-month lease term, Resident shall submit a Notice of Intent to Move form to the FMHA 30 days prior to the first day of the month in which the Resident intends to move. The end of occupancy shall be on the last day of the month in which the Resident intends to move, subject to the aforesaid Notice of Intent to Move Form being submitted. Moving prior to the lease renewal term is in violation of the forgoing requirements and will constitute a breach of the Lease and result in forfeiture of the security deposit.

**23. 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 FMHA or the personal representative of the Resident estate 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 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 original 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 FMHA will assist as much as reasonable the resident or designated member(s) of the Resident's household to move the Resident to more suitable housing. If there are no household members, the FMHA will work with appropriate agencies to secure suitable housing. This lease will terminate upon the resident vacating the unit.

**24. PROPERTY ABANDONMENT:**

If a Resident abandons the dwelling unit, the FMHA shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property, according to the state law. The FMHA will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The FMHA has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for all property, and in selling the property. The FMHA can collect from the Resident all these costs.

The FMHA may sell or otherwise dispose of the property 30 days after the FMHA receives actual notice of abandonment or 30 days after it reasonably appears to the FMHA that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the FMHA agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the FMHA. The FMHA shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The FMHA may use the money from the sale to pay off any debts the Resident owes the FMHA. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

**25. DELIVERY OF NOTICES:**

**Notice by Fairmont-Morgantown Housing Authority:**

Any notice from the FMHA shall be in writing and either personally delivered to the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Initials: \_\_\_\_\_

**Notice by Resident:**

Any notice to the FMHA shall be in writing, and either personally delivered to the FMHA at the Fairmont-Morgantown Housing Authority Office, or sent to the FMHA by first class mail, postage pre-paid and addressed to: The FMHA

**26. 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 FMHA employees, shall be processed under the Grievance Policy. This policy is posted in the Fairmont-Morgantown Housing Authority Office where copies are available upon request.

Before the FMHA shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Fairmont-Morgantown Housing Authority claims is due, the Resident must first bring his or her rent account current by paying to the FMHA 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 FMHA's escrow account until the complaint is resolved by the decisions of the hearing officer or panel.

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

**27. 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 FMHA 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 30 day comment period at least 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.

**28. DISCRIMINATION PROHIBITED:**

The Fairmont-Morgantown Housing Authority 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.

**29. CONTINUED OCCUPANCY AND COMMUNITY SERVICE:**

A) Tenant Obligation:

- a. It is the obligation of all household members who are subject to the Community Service requirement, as further explained in the Admissions & Continued Occupancy Policy (ACOP), to comply with the Community Service requirement.
- b. If any applicable household 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 Fairmont-Morgantown Housing Authority shall take action to terminate the lease. (Section 19 of ACOP).

Initials: \_\_\_\_\_



B) Those residents who are subject to the Community Service Requirement are required to perform 8 hours of community service each and every month. (Re: 24CFR 960.600 & 24 CFR 960.603)

**30. MOLD POLICY:**

To minimize the occurrence and growth of mold in the Leased premises, resident hereby agrees to the following:

1. **MOISTURE ACCUMULATION.** Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures: mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. **VENTILATION.** Resident shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible. Relative humidity should be maintained at levels below 60% to discourage mold growth.
3. **APARTMENT CLEANLINESS.** Resident shall clean and dust to Leased premises regularly, and shall keep the Leased Premises, particularly kitchen and bathrooms clean.
4. **NOTIFICATION OF MANAGEMENT.** Resident shall promptly notify management by calling the work order number @ 304-363-0860 ext. 122.
  - i. A water leak, excessive moisture, or standing water inside the Leased Premises;
  - ii. A water leak, excessive moisture, or standing water in any community common area;
  - iii. Mold growth in or on the Leased Premises that persist after resident has tried several times to remove it with a small brush and household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach
  - iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises
5. **LIABILITY.** Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this addendum.
6. **VIOLATION OF ADDENDUM.** Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity
7. **ADDENDUM SUPERSEDES LEASE.** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Lease Addendum on Mold is incorporated into the lease executed or renewed on (insert date) between Owner and Resident.

**31. Violence against Women Act (VAWA)**

1. An incident of incidents of actual or threatened domestic violence, dating violence, stalking and human trafficking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, stalking and human trafficking engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause of termination of the tenancy or occupancy rights **IF** the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, stalking and human trafficking.
2. Management may bifurcate a lease or remove a household member from this Lease without regard to whether a household member is a signatory to the Lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts

Initials: \_\_\_\_\_

of physical violence against family members or others, without evicting, removing or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State and local law.

3. Management will request a certification (HUD-5382) that an individual is a victim of domestic violence, dating violence, stalking and human trafficking. This certification may include the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking if the name is known and safe to provide.
4. Definitions:
  - a. **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
  - b. **Affiliated individual**, with respect to an individual, means: a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or b. Any individual, tenant, or lawful occupant living in the household of that individual.
  - c. **Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
  - d. **Covered housing provider** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.
  - e. **Dating violence** means violence committed by a person: a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and b. Where the existence of such a relationship shall be determined based on a consideration of the following factors: 1) The length of the relationship; 2) The type of relationship; and 3) The frequency of interaction between the persons involved in the relationship.
  - f. **Domestic violence** includes felony or misdemeanor crimes of violence committed by: a. a current or former spouse or intimate partner of the victim, b. by a person with whom the victim shares a child in common, c. by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, d. by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or e. by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
  - g. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
  - h. **Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

- i. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person’s individual safety or the safety of others; or (2) Suffer substantial emotional distress
  - j. **Human Trafficking** means recruitment, transportation, transfer, harbouring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.
5. Nothing in this section:
- a. Limits Management from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up.
  - b. Limits Management from evicting Lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee’s household, provided that Management does not subject an individual who is or has been a victim of domestic violence, dating violence, stalking or human trafficking to a more demanding standard than other lessees in determining whether to evict.
  - c. Limits Management from terminating the tenancy of any lessee if Management can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted.
  - d. Supersedes any provisions of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking or human trafficking.
6. All information Management may request to confirm domestic violence, dating violence, stalking or human trafficking victim status, pursuant to federal law, shall be retained in confidence by Management , and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
- a. Requested or consented to by the individual in writing;
  - b. Required for use in an eviction proceeding; or
  - c. Otherwise required by applicable law
7. Upon the determination of assistance required:
- a. Victims will be provided with resources available in their community to contact for support.
  - b. Victims will be offered an emergency transfer when FMHA vacancy permits.

**Smoke Free:**

**POLICY:**

Smoking will not be permitted in individual apartments, townhouses or common spaces of the property. “Smoke” or “smoking” means the carrying of any kind of lighted pipe, cigar, cigarette, vapor device or any other lighted smoking equipment, or any other electronic nicotine delivery system (ENDS).

1. Individual apartments are defined as the interior and exterior spaces tied to a particular unit. This includes but not limited to bedrooms, hallways, kitchens and bathrooms, patios, balconies, and unit entry and exit way areas.
2. Smoking will not be permitted in “Common” spaces. Common spaces will be defined as areas within the building interior that are open to the public including but not limited to entryways, community patios or balconies, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, and any other area of a building that is accessible to employees, residents and guests.

Initials: \_\_\_\_\_

3. Smoking will not be permitted on any Fairmont-Morgantown Housing Authority property. Smoking is not permitted inside of a vehicle that is parked on Property owned or operated by the Fairmont-Morgantown Housing Authority.
4. The Housing Authority shall inform current residents, applicants on waiting lists, Housing Authority employees, contractors, subcontractors of this policy; all of whom are responsible for following the policy.
5. Fairmont-Morgantown Housing Authority shall post "No Smoking" signage at entrances, exits, common areas, hallways etc., and be responsible for compliance of the policy. All smoking residents and guests are required to dispose of their smoking materials properly.
6. Fairmont-Morgantown Housing Authority management, staff, and maintenance will be responsible for enforcement of the policy.
7. Landlords not a guarantor of Resident's wellbeing related to smoke-free environment: Resident understands and accepts that Landlord's adoption of a Non-smoking policy and efforts to enforce such policy do not constitute representation or guarantee by the landlord or any of its managing agents of any direct or consequential benefits to the Resident's health or wellbeing. Landlord will take reasonable steps to enforce the policy. Landlord will address violations of the policy upon knowledge of the violation of the policy and identity of the responsible Resident.
8. Landlord Disclaimer: Resident understands and accepts that Landlord's adoption of a non-smoking policy living environment and efforts to designate the property as non-smoking does not in any way modify or add to the standard of care that the landlord has under applicable law to maintain the property safe relative to air quality. Landlord makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the non-smoking policy. Landlord cannot and does not warranty or promise that the property will be free from second-hand smoke. Landlord's ability to police, monitor or enforce this is dependent in significant part on voluntary compliance by Residents and their guests.
9. Notice to Residents with Respiratory Ailments, allergies or other conditions relating to smoke: This Addendum constitutes notice that Landlord does not assume any duty of care to enforce this Addendum any higher than that under the rental agreement.
10. After signing this agreement the resident will receive a copy and a copy will be placed in the resident file.

**Smoke Free Policy Enforcement**

1<sup>st</sup> Violation: Written warning and Smoking Cessation Materials

2<sup>nd</sup> Violation: Lease Violation and Opportunity for referral to Smoking Cessation Program (voluntary)

3<sup>rd</sup> Violation: Lease Violation and Opportunity for referral to Smoking Cessation Program (voluntary)

4<sup>th</sup> Violation: 30 day Notice to Vacate

Initials: \_\_\_\_\_

**By signing below, I agree to all of the terms outlined in this lease agreement. By signing below I confirm that I have received a copy of this lease agreement and will abide by the rules and regulations within this agreement. I understand that failure to comply with these lease terms will result in lease termination.**

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Public Housing Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**32. ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease, the Admission and Occupancy Policies and copy of Appendix and agrees to abide by all the resident obligations, rules and regulations.

Attachments:

RESIDENT: 1. \_\_\_\_\_ Date: \_\_\_\_\_

RESIDENT: 2. \_\_\_\_\_ Date: \_\_\_\_\_

Fairmont-Morgantown Housing Authority:

Public Housing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_