

**WHEELING HOUSING AUTHORITY
PUBLIC HOUSING RESIDENTIAL LEASE AGREEMENT**

1. THE PARTIES

This RESIDENTIAL LEASE AGREEMENT (“Lease”) is entered into this _____ day of _____, 20__ by and between HOUSING AUTHORITY OF THE CITY OF WHEELING (the “Landlord”) and _____ (the “Tenant”), the PARTIES TO THIS LEASE, intending to be legally bound, agree to the following:

2. THE PREMISES

A. Description of Premises. Subject to the terms and conditions of this Lease and in consideration of the Rent (as defined below), the Landlord leases to Tenant and Tenant leases from the Landlord, the DWELLING UNIT located at:

NAME OF DEVELOPMENT: _____

STREET ADDRESS: _____ APT. NO: _____

in Wheeling, West Virginia.

In addition to the living quarters, the term “unit” includes any steps, porch, hallway, lawn or yard adjacent to or surrounding the living quarters and/or any common interest therein or in any other common area (collectively, the “Premises”). Unless otherwise authorized by the Landlord in writing as an Addendum to this Lease, the Premises shall be used **solely as a private residence occupied only by those authorized household members listed in Section 2 B. of this Lease.** The Landlord shall provide a stove and refrigerator for use on the Premises and at no additional cost to the Tenant.

B. Family Composition.

(1.) The Premises is for the exclusive use and occupancy by the Tenant and other “**Household Member(s)**” authorized as occupants by the Landlord, as listed below:

NAME	NICKNAME/ ALIAS OF ADULTS 18 AND OVER	RELATIONSHIP	S.S.#	D.O.B.	M/F
1.		Head			
2.					
3.					
4.					
5.					

- (2.) No persons other than the Tenant and the Household Member(s) listed in Section 2. B. (1) of this lease are permitted to live or reside in the Premises unless added to the Lease with the prior written approval of the Landlord. This requirement does not apply to additions by reason of natural birth or adoptions. The Tenant shall, however, be required to provide the Landlord with written notice of any such addition, whether or not the Landlord's prior written approval is required. Any and all additions to the Household Member(s) of the Tenant including, but not limited to marriage shall be subject to standard criminal background check procedures. In addition, the Tenant must submit such proper documentation as may be required by the Landlord, including but not limited to, certificates and licenses prior to the Landlord's written approval of an addition to the Household Member(s) of the Tenant, in the event that such approval is required, or promptly after such an addition, in the event that such approval is not required. Any additional member that does not meet the Landlord's screening criteria will not be permitted to occupy the unit.
- (3.) Household Member(s) may include children placed in long-term foster care, and essential live-in care for elderly, disabled or handicap persons. The Tenant is, however, obligated to obtain the prior written approval of the Landlord prior to moving such individual into the Premises.
- (4.) The terms and conditions of this Lease apply to the Tenant and all Household Member(s).

C. Vehicles. The Tenant shall be entitled to parking for no more than 1 vehicle(s); provided that the vehicles are registered with the Landlord. The Landlord reserves the right to assign parking spaces to the Tenant and/or restrict the type of vehicles permitted in the Community. The Tenant's initial vehicle is listed below:

VEHICLE MAKE	MODEL	YEAR	LICENSE #
1.			
2.			

3. TERM OF THE LEASE

The **Term of the Lease** shall be for one (1) year beginning on the _____ day of _____, 20__ and shall terminate at midnight on the _____ day of _____, 20__ unless, however, the Tenant is not in default hereunder, and in the absence of a notice by the Tenant to terminate as provided for in Section 17, the Lease will automatically be renewed for successive terms of one (1) year each upon payment each month by the Tenant of the Rent as defined in Section 4 of this Lease; provided, that *under no circumstances will a new Lease be offered if the Tenant or any Household Member(s) has been guilty of violating 1) any provision of this Lease pertaining to drug use or crimes of violence and the violator is still a Household Member; or 2) the Federally mandated community service requirement of the Public Housing Program pursuant to the signed community service agreement (failure of the Family to sign and comply with the community service agreement will result*

in ineligibility of the Tenant for continued occupancy of the Premises and termination from further participation in the Public Housing Program).

4. RENT

- A. **Monthly Rent.** Tenant agrees to pay monthly Rent in the amount of \$_____ (“Rent”). Tenant’s first month’s Rent is due at the time of execution of this Lease. All payments of Rent shall be made by check or money order. **CASH WILL NOT BE ACCEPTED.**

Rent is due, without demand, on the FIRST (1ST) DAY of each month directly to the Landlord at the main office located at:

11 COMMUNITY STREET [ELM GROVE] WHEELING, WEST VIRGINIA, OR AT THE OFFICE OF THE DEVELOPMENT LISTED IN SECTION 2. A. OF THIS LEASE: HIL-DAR, LUAU MANOR, BOOKER T. WASHINGTON PLAZA, RIVERVIEW TOWERS, AND GARDEN PARK TERRACE, AS APPLICABLE.

For initial lease up, if Tenant’s obligation to pay Rent commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord a pro rata portion of the monthly installment of Rent, such pro rata portion to be calculated based on the number of days remaining in such partial month.

- B. **Administrative Fee.** If the Landlord does not receive the Rent by the fifth (5th) day of the month, a \$25.00 administrative fee (“**Administrative Fee**”) shall be charged for each month that the rent is due and not paid by the fifth (5th) day of that month (if the fifth (5th) day falls on a weekend or holiday, the late fee will be assessed on the next business day).

The Tenant shall not be in default of the Rent payment obligation if, following the first Administrative Fee assessed against the Tenant, the Tenant enters into a Rent repayment agreement (which will include the \$25.00 administrative fee) with the Landlord, *and remains current* under its terms. (*See tenant handbook, rent payment policy*)

- C. The Tenant agrees to pay to the Landlord court costs and sheriff’s fees in the actual amount(s) incurred by the Landlord in any legal proceeding where the Tenant is opposing the Landlord and does not prevail. Billing will be provided to the Tenant by the Landlord and evidence of actual costs upon the Tenant’s request.

5. SECURITY DEPOSIT

- A. **Deposit.** To secure the Tenant’s faithful performance of all material terms of this Lease, the Tenant shall deposit with the Landlord at the time of execution of the Lease, a security deposit (“Deposit”) in the amount of \$_____. The Security deposit shall be deposited by the Landlord with a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or any successor thereto in a non-interest-bearing account separate from all other Landlord accounts and funds. (Tenants who have paid a lesser amount to the Landlord under a previous Lease are considered to have fully met this obligation).

- B. Use of Deposit. This Deposit may be used to cover any unpaid rent owed to the Landlord at the time of Lease termination, or to reimburse the Landlord for the cost of repairing any damages to the Premises caused by the willful conduct or negligence of the Tenant, the Tenant's family or guests or that is otherwise attributable to the Tenant. The Deposit may not be used to cover unpaid Rent or other charges while the Tenant continues to occupy the Premises.
- C. Return of Deposit. At the time of termination of this Lease, Landlord shall return the balance of the Deposit to the Tenant within thirty (30) days of the Premises becoming vacant provided that the Tenant provides the Landlord with a written forwarding address. The Landlord will also send the former resident a written statement of any costs for damages and/or other such charges for which said Deposit was utilized, in accordance with West Virginia law, as long as the Tenant has provided the Landlord with a forwarding address and all keys to the unit have been received.

6. UTILITIES

- A. Landlord Supplied Utilities. The Landlord shall supply, at Landlord's cost, those utilities as indicated by an [x]:

[X] Electricity, [X] gas, [X] water and sewer, [X] heat, [X] trash, [] other_____

Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills.

- B. Use. Utilities shall be used for normal household purposes only. In the event that the Landlord deems Tenant's utility usage is excessive in the Landlord's sole and absolute discretion, the Tenant will be required to reimburse the Landlord any monies above that use which is deemed reasonable in the Landlord's sole and absolute discretion. The tenant shall be charged an extra \$20.00 per month fee if the tenant chooses to use the landlord supplied air conditioner. Extra appliances such as, but not limited to a freezer must be pre-approved by Wheeling Housing Authority and an extra \$3.50 will be charged per month. *Please see rules and regulations for additional information.*
- C. Interruption of Service. This Lease shall not be affected and there shall be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of interruption or reduction of any services or utilities in or to the Premises from causes beyond the Landlord's control.

7. MAINTENANCE AND REPAIRS

- A. Request for Maintenance and Repairs. The Tenant must request maintenance or repairs by telephone or in person to the Manager of their development. If unable to contact the property manager or the on-site maintenance staff, call 304-242-2820. During non-business hours, emergency repairs may be requested by telephoning the Landlord or its designee at ~~(304) 242-2820~~.
- B. Landlord/Tenant Responsibilities. At Tenant's request, the Landlord shall provide normal maintenance and repair of the Premises. The Tenant shall be responsible for and shall pay, upon demand therefore, reasonable charges for the repair of damage beyond normal wear and tear, which is negligently or intentionally caused by the Tenant, Household Member(s) of the Tenant

or guests of the Tenant. Repair charges shall be established by the Landlord in a Schedule of Tenant Charges.

The Schedule of Tenant Charges is the list that shows the costs of specific repairs and is available at the Landlord's offices.

- C. **Casualty.** Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant or guests of the Tenant as determined by the Fire Department. Such fire, smoke, water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deductible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with the payment agreement shall be considered a breach and grounds for termination of this Lease.

The Tenant will do nothing and permit nothing to be done on the Premises, which will breach any fire or other insurance policy covering the same.

NOTICE: The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire with Tenant's insurance agent regarding a Renter's Policy of Insurance.

8. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE

- A. **Annual Re-Examinations.** At the time of the Tenant's annual review, the Landlord will send the Tenant a Personal Declaration, Application for Continued Occupancy or similar form ("**Declaration**"). The Tenant is required to return the completed Declaration to the Landlord. The Tenant shall, together with his/her submission of the Declaration elect to either pay the flat rent rate for the Tenant's unit ("**Flat Rent**") or income-based rent. If the Tenant elects income-based rent, the Landlord shall verify each household's income in order to determine the appropriate Rent. In accordance with these procedures, the Landlord may require the Tenant to furnish certain verifications. All verifications, especially those pertaining to public assistance and employment, will be obtained directly by the Landlord through up-front verification sources and third party verification methods.

The Tenant is required to provide complete and accurate information necessary for the Landlord to determine eligibility, whether the Rent shall be the same, and appropriateness of dwelling size in accordance with the Landlord's Admissions and Continued Occupancy Policies (ACOP).

1. The new Rent charged as a result of the annual re-examination of Rent will take effect on the Tenant's annual re-examination date, or, if the Tenant Rent increases, the new rent amount will be due on the first day of the month following the month in which notice of the new rent is provided to the Tenant.

2. The Tenant is obligated to return the completed Declaration within the applicable time period in order that the re-examination process is completed on schedule.

B. **Interim Rent Redetermination.** If the Tenant has *not elected a Flat Rent*, the Tenant is obligated to report any changes in income or family composition within ten (10) business days of such change.

1. **Increase in Income.** Tenants are required to report all income increases. In the event that the Tenant's income increases by less than \$2,500.00 annually, the new Rent will not take effect until the annual re-examination date. In the event that the Tenant's income increases in excess of \$2,500.00 annually, any applicable increase in Rent charged would take effect on the first day of the month following the month in which notice of the change in Rent is provided. Except in the case of fraud or program non-compliance, all increases in Rent shall follow a thirty (30) day notice to the Tenant. Due to HUD regulations regarding income exclusions, an increase in earned income will not always result in an immediate increase in Tenant Rent.
2. **Decrease in Income.** In the event of a decrease in income, the Tenant must provide all documentation concerning the decrease to the Landlord by the 25th day in the month in which the decrease occurred. If the information is submitted on time, the new Rent will become effective the first (1st) day of the month following the Tenant's reporting. If the information is submitted *late*, the Tenant may be assessed a late fee after the fifth (5th) day of the month, and the Rent will not change until the first (1st) day of the month following the Tenant's reporting. *No retroactive adjustments will be made if a Tenant fails to submit information on time.*

Failure to report all increases in income within ten (10) days of such increase may result in 1) lease termination for failure to comply with public housing program requirements and obligations under the lease, or 2) retroactive rent being charged to the tenant's account, with the entire balance being due immediately.

- C. **HUD Requirements.** Rent may also be increased in the event that said increases are required by changes in U.S. Department of Housing and Urban Development (“**HUD**”) regulations.
- D. The Tenant understands and agrees that failure to comply with the income and family composition reporting procedure and/or to supply information and documentation to Landlord as required is a serious violation of the Lease, as well as a violation of program regulations and requirements, and may result in the eviction of the Tenant and the Household Member(s) from the Premises and termination of the Tenant and the Household Member(s) from participating in the Public Housing program.

9. COMMUNITY SERVICE REQUIREMENT

- A. Tenant and each adult member of Tenant's Household as set forth in Section 2.B.1. shall:
1. Contribute eight (8) hours per month of community service (not political activity) within the community in which that adult resides; or

2. Participate eight (8) hours in an economic self-sufficiency program, (defined as any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants including programs for job training, employment counseling, work placement, basic skills training, education, workforce, financial or household management apprenticeship).

B. The foregoing requirement shall not apply to a resident who:

1. Is 62 years of age or older;
2. Is a blind or disabled individual, as defined under section 216(I)(1) or section 1614 of the Social Security Act (42 USC §416(i)(1); 1382c), and who is unable to comply with this section, or is a primary caretaker of such individual;
3. Is engaged in a work activity (as such term is defined in section 407(D) of the Social Security Act (42 USC §607(d), as in effect on and after July 1, 1997);
4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 USC §601 et seq.) or under any other welfare program of the State of West Virginia, including a State-administered welfare-to-work program; or
5. Is in a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act (42 USC §601 et seq.) or under any other welfare program of the State of West Virginia, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in compliance with such program.

C. If the Landlord determines at the annual review, which shall take place at least thirty (30) days prior to the expiration of the Lease, that Tenant has not complied with Section 9(A) of this Lease, the Landlord shall:

1. Notify Tenant of noncompliance;
2. Notify Tenant that Tenant may file a grievance regarding the determination of noncompliance; and
3. Notify Tenant that unless Tenant enters into an agreement with the Landlord prior to expiration of the Lease term, which agreement shall provide that the Tenant cure any noncompliance with Section 9(A) by participating in an economic self-efficiency program or contributing to community service as many additional hours as the resident needs to comply in aggregate over a twelve (12) month term of the Lease; then the Tenant's lease shall not be renewed.

D. **If tenant fails to comply with the requirements** of section 9(a) and fails to enter into an agreement as set forth in section 9(c)(3) with the landlord prior to expiration of the lease, then **the lease shall not be renewed and the tenant may be evicted.**

10. TENANT OBLIGATIONS

In addition to the other obligations under this Lease, Tenant agrees:

- A. Use. To use the Premises solely as a private dwelling for the Tenant and Household Member(s) of the Tenant as named in this Lease and not to use or permit the use of the Premises for any other purpose, unless so authorized in writing by the Landlord.
- B. Assignment/Subletting. Tenant shall not sublet the Premises or assign this Lease.
- C. Borders/Lodgers. Tenant shall not provide accommodations for boarders and/or lodgers.
- D. Guests. A guest is a person that has come onto the premises and/or into a resident's unit at the invitation, or with permission, of a specific resident.

Use of Passkey

A guest may not be given use of the main door passkey except in the event of a medical emergency, or with other special written authorization from Wheeling Housing Authority (WHA).

If the WHA staff or security witness unauthorized use of a passkey the following may occur:

1. The passkey may be confiscated and the resident written up for a lease violation,
2. The person caught wrongfully using the passkey may be banned from WHA property,
3. And/or the resident will be responsible for the costs of re-keying the building if the WHA determines to do so.

Animals

Guests may not bring any animal of any kind onto WHA property with the exception of an aide animal necessary to assist a person with disabilities.

Mail

Guests may not receive mail at any resident's address even if the resident gives permission.

If mail is received at the resident's address with the guests name on it, the resident MUST notify WHA the same day.

If not reported in a timely manner, WHA will consider the addressee to be an unauthorized addition to the household and will proceed with action against the resident household for lease violation.

Overnight Guests

Tenant may reasonably provide accommodations to his/her guests or visitors for a period of not to exceed fourteen (14) days per calendar year; provided that the Tenant must complete a visitor

form at the Management Office prior to allowing any overnight guests.

Permission to permit a guest to remain in the Premises in excess of fourteen (14) days in any calendar year shall not be unreasonably withheld by the Landlord. Requests to allow a guest to remain in the Premises beyond fourteen (14) days shall be referred to the Landlord for special consideration (i.e. Long-term foster care or medical care of a non-resident member of the Tenant's family).

This limitation does not apply to any live-in aide for the Tenant or a Household Member(s) of the Tenant.

Unauthorized Household Member

Any guest, who has been in the unit more than fourteen calendar days in a twelve-month period, where no exception has been granted, will be considered to be living in the unit as an unauthorized household member.

Failure by the household to verify that the visitor has another address will be considered verification that the visitor is an unauthorized household member.

The WHA will consider the following:

- Statements from neighbors and/or WHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

The burden of proof that the individual is a visitor rests on the family. This proof shall include but not be limited to the following:

- Individual's two most current rent receipts dated prior to date of letter resident receives to supply the information.
- First class mail delivered prior to the violation letter
- Basic utility bills showing the visitor's name

In the absence of such proof, the individual will be considered an unauthorized member of the family and the WHA will terminate the family's lease since prior approval was not requested for the addition.

No more than one (1) warning shall be given concerning unauthorized household members in any one-year period.

Minors and College Students

Minors and college students who were part of the family but who now live away from home

during the school year and are not considered members of the household may visit for up to one hundred eighty (180) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty (180) days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy guidelines.

- E. **Rules and Regulations.** To abide by the provisions of this Lease, any Public Housing rules, regulations and policies and such necessary and reasonable rules and/or regulations promulgated by the Landlord for the benefit and well-being of the housing community and its tenants. Any of Landlord's rules and/or regulations shall be posted in each community by the Landlord and shall be incorporated herein by reference, including, without limitation, Landlord's Housekeeping Standards and Grievance Procedure Policy.
- F. **Compliance with Laws.** Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.
- G. **Household Members.** To explain the Landlord's rules and regulations to all Household Member(s) of Tenant and guests of Tenant and to be responsible for preventing reasonably foreseeable violations of any of these rules.
- H. **Maintenance and Disposal of Garbage.** To maintain the Premises, which includes stairwells and hallways, common areas as assigned, and the appliances assigned to the Tenant for the Tenant's exclusive use in a decent, safe, clean and sanitary condition. To cooperate with the Landlord in maintaining yards assigned to the Tenant in a neat and orderly manner. To pick up and remove trash and to dispose of ashes, garbage, rubbish and other waste in a sanitary and safe manner and in containers approved by Landlord. If the Tenant is unable to perform the above tasks due to age or disability, as recognized by the Landlord in writing, the Tenant shall be exempt from this provision.
- I. **Prohibited Activities.** Tenant and any Household Member, guest or other person under the Tenant's control and/or responsibility shall abide by Landlord's Termination Policy (incorporated herein by reference) and shall not engage in any of the following:
 - 1. Any drug related activity in, on or off the Premises, including but not limited to, the presence of an illegal controlled substance in the unit or adjacent to the Premises. The physical presence of the controlled substance rather than actual ownership of the drugs shall constitute a material breach of this Lease and amount to grounds for immediate Lease termination in compliance with West Virginia law.
 - 2. Any activity that threatens the health, safety or right to peaceful enjoyment of the Landlord's property by other tenants or employees of the Landlord;

3. Alcohol abuse to the extent that such abuse interferes with the health, safety, or right to peaceful enjoyment of other residents or employees of the Landlord.

In addition, conviction of the following crimes that occur on or off the Landlord's property shall be cause for immediate Lease termination:

(i) a capital offense; (ii) a misdemeanor or felony involving actual or potential harm to a person; or (iii) possession, manufacture or delivery of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 USC 802. For purposes of this Section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance is defined in Section 102 of the Controlled Substance Act, 21 USC 802.

4. Any activity directly relating to domestic violence or stalking engaged in by a Tenant, Household Member, guest or other person under Tenant's control and/or responsibility.

For the purpose of this Lease:

The term "**domestic violence**" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, 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 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.

The term "**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.
 - 3) The frequency of interaction between the persons involved in the relationship.

The term "**immediate family member**" means, with respect to a person:

- A. a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands *in loco parentis*; or
- B. any other person living in the household of that person and related to that person by blood or marriage.

The term "**stalking**" means:

- (A) (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - (1) that person;
 - (2) a member of the immediate family of that person; or
 - (3) the spouse or intimate partner of that person.

However, an incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of this Lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

- J. HUD's regulation in 24 CFR Part 5, Subpart L apply if a current or future tenant is or becomes a victim of domestic violence, dating violence, or stalking.

The Housing Authority of the City of Wheeling is obligated to consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, or stalking as addressed in 24 CFR Part 5, Subpart L.

- K. Immediate Eviction. It shall be considered a material breach of the Tenant's Lease and specific grounds for Lease termination if Tenant, any Household Member(s) of Tenant or Guest of Tenant do any of the following on the Landlord's property:
 - 1. Utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification;
 - 2. Shoot, fire, explode, throw or otherwise discharge a potentially deadly weapon;
 - 3. Inflict any injury upon another person through the intentional, reckless or negligent use of a deadly weapon without legal justification;
 - 4. Damage any of the Landlord's property through the reckless, careless or negligent use of a deadly weapon;
 - 5. Violate any of the prohibitions set forth in Section I relating to drug related criminal activity.
- L. Quiet Enjoyment. To behave and cause Household Members and guests to act in such a manner which will not disturb other tenant's peaceful enjoyment of their accommodations or community facilities; to refrain from illegal or other activities which would impair the physical or social

environment of the community or scattered site (such specifically prohibited activity shall include, but is not limited to, selling alcoholic beverages from the unit or illegal gambling on the Landlord's property); to act in such a way as to positively contribute to maintaining the development of the community or scattered site in a decent, safe and sanitary condition; to act in a cooperative manner with neighbors and Landlord's staff, and to refrain from using aggressive, obscene or otherwise abusive or threatening language, gestures or actions (Federal regulations provide that threatening behavior towards staff is cause for termination of the Lease and participation in the Public Housing Program).

- M. **Use of Utilities.** To use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities including elevators in a reasonable manner, and for its intended purpose.
- N. **Damage to Premises.** To refrain from and to prevent Household Member(s) under the Tenant's control and guests and prohibited visitors from destroying, defacing, damaging and/or removing any part of the Premises, community buildings, facilities or property located in common areas.
- O. **Alterations.** To obtain the prior written consent of the Landlord to make repairs, alterations, or install equipment in the Premises or common areas; to make no alterations or repairs of re-decorations to the interior or exterior of the dwelling unit or to the equipment; to install no antennas, use no nails, tacks, screws, brackets, or fasteners on any part of the unit without prior written authorization from Landlord (a reasonable number of picture hangers are accepted).
- P. **Request for Maintenance.** To notify the Landlord immediately of the need for repairs to the Premises and of any unsafe conditions on the Premises or grounds which might lead to injury or damage.
- Q. **Pets.** To comply with the Landlord's Pet Policy. This policy prohibits the ownership and/or presence of any animals on or near the Premises, except as may be set forth on the Pet Rider attached hereto. Dogs utilized by the visually impaired are not covered by this policy, but are required to be listed on the Tenant's Lease. Any violation of this provision shall constitute ground for Lease termination and costs shall be imposed on residents for removal of the Tenant's pet.
- R. **Vehicle.** The Tenant is not to keep or maintain any inoperable vehicle or a vehicle without a valid and current driver's license, license plate or inspection sticker in the development parking areas and shall refrain from parking in any right-of-way or fire lane designated and marked by the Landlord, City of Wheeling or State, and refrain from making engine or other vehicle repairs on the Landlord's property. The Landlord, in conjunction with the local municipality will arrange for the removal of all illegally parked vehicles in accordance with state and local statutes at Tenant's expense. See tenant handbook section "Rules and Regulations" for parking policy.
- S. **Locks.** Not to change any locks on the Landlord's property without the prior written permission of the Landlord.
- T. **Landlord Entry.** The Tenant must allow the Landlord to enter the Premises for all repairs.
- U. **Transfer.** When a change in family composition justifies the need for transfer under Landlord's occupancy standards, the Tenant agrees to transfer to an appropriately sized dwelling unit, which

meets the applicable occupancy guidelines. The Landlord will make a good faith effort to transfer the Tenant within the same development. The Tenant shall be given thirty (30) days' advance written notice of the availability of a suitably sized unit prior to being required to move. The Tenant's response to the transfer offer must be received within five (5) days of receipt and must state the Tenant's willingness to move to an appropriately sized unit within thirty (30) days.

A Tenant is required to transfer when living in an accessible unit where the tenant or family members do not require the accessible features. When a non-accessible unit becomes available, the WHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. The WHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Tenants who reject a transfer to an appropriately sized unit must state specific good cause reason(s). In the event that the reason is sufficient to establish good cause to reject the unit the Tenant will still be required to move to another appropriately sized unit after one is assigned. Failure to respond to an offer within five (5) days will be considered a rejection and grounds for Lease termination.

All costs associated with the move will be the responsibility of the Tenant; however, the Landlord may provide movers for persons with disabilities or elderly residents who are required to move as a result of being over-housed/under-housed, providing a waiver of liability, except for negligence, is signed.

The Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size. Failure to accept an appropriately sized unit without demonstrating good cause for rejection within five (5) days of receipt of the offer shall constitute a material breach of this Agreement and grounds for termination of this Lease.

- V. Repeat and Serious Violations. Any serious or repeated violation of material terms such as failure to pay Rent or to fulfill Tenant Obligations shall constitute a violation of this Lease, place the Tenant in default of this Lease, and the Landlord may terminate this Lease by filing for eviction of the Tenant from the Premises.
- W. Sole Residence. The Tenant hereby acknowledges that the Premises are the principal residence of the Tenant and the Tenant has no other subsidized residence.
- X. Removal of Personal Property. To remove any personal property left on the Landlord's property when the Tenant and the Household Member(s) vacate, abandon, or surrender the Premises, including property left in the Premises after a Sheriff lock out in the case of eviction. Property left for more than thirty (30) days shall be considered abandoned and will be disposed of by the Landlord. Costs for storage and disposal shall be assessed against the Tenant at the rate of \$50.00 for the 30-day period.

Nothing in the provisions of the Lease is intended to deny the Tenant the benefits of State or Local ordinances.

11. LANDLORD OBLIGATIONS

In addition to the other obligations under this Lease, the Landlord agrees to perform the following:

- A. **Maintenance.** Maintain the Premises, building facilities, common areas and grounds, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, safe and sanitary condition.
- B. **Repairs.** Make needed repairs promptly by responding in the following manner. Within twenty-four (24) hours of receiving an emergency repair request, abate the emergency, and no later than five (5) working days for regular repair request.
 - 1. Provide inspection of the Premises by the Landlord or qualified maintenance staff.
 - 2. Complete and process all necessary work orders required to initiate the correction of the condition in a timely manner. The Landlord shall complete the remaining repairs and all non-emergency repairs in an adequate, competent and professional manner, within twenty-five (25) working days from the inspection date, whenever possible. If the work cannot be completed within that time frame, the Landlord shall immediately issue a repair schedule providing for the completion of the work in a prompt and reasonable time period with a copy given to the Tenant. Tenant may request a grievance hearing to challenge the reasonableness of the repair schedule or if the repairs are not completed within the time scheduled for them.
 - 3. Adequately complete repairs needed to make safe any hazardous or emergency conditions related to the repair request.
- C. **Compliance with Laws.** Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- D. **Furnish Garbage Facilities.** Except containers for exclusive use of an individual Tenant, Landlord will provide and maintain appropriate receptacles and trash facilities for the deposit of garbage, rubbish and other waste removed from the Premises by the Tenant.
- E. **Furnish Utilities.** Furnish electricity, running water, including reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.
- F. **Maintain Utilities.** Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by the Landlord.
- G. **Pre-occupancy Inspection.** The Landlord and the Tenant will inspect the Premises prior to occupancy by the Tenant. The Landlord will give the Tenant a copy of the inspection form showing the condition of the Premises, interior and exterior, as applicable, and any equipment provided with the Premises. The inspection form shall be signed by the Landlord and Tenant and a copy of the form shall be given to Tenant and retained in the Tenant's folder. Any deficiencies noted on the inspection form will be corrected by the Landlord before the Tenant moves in, and at no charge to the Tenant.

- H. Post-occupancy Inspection. The Landlord will inspect the Premises at the time Tenant vacates the Premises and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or the Tenant's representative and/or Resident Council President may join in such inspection, unless the Tenant vacates without notice to the Landlord.
- I. Rules and Regulations. Post in the Landlord's office copies of all rules, regulations, transfer list, schedules of charges, and other documents which are made a part of this Lease (by attachment or by reference), and to make these available to Tenants.
- J. Enforcement. Enforce the terms of this Lease fairly, impartially and in good faith.
- K. Notification. Notify Tenant of the specific grounds for any proposed adverse action including but not limited to proposed Lease termination, transfer of Tenant to a different unit, the imposition of charges for maintenance repair, or excess consumption of utilities.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

- A. Tenant's Notice. When conditions are created on the Premises, which create a danger to the life, health and/or safety of the residents, the Tenant shall immediately notify the Landlord of the condition. The Landlord shall be responsible for repair of the Premises, as stated in Section 7(B). If the damage was caused by Tenant, Household Member(s) of Tenant or Guests of Tenant under his/her control, the reasonable cost of repair shall be charged to the Tenant.
- B. Relocation. If repair cannot be made within a reasonable time, the Landlord shall provide standard alternative accommodations, to the extent that such accommodations are available.

13. ENTRY OF PREMISES DURING LEASE TERM

- A. Inspections/Maintenance. The Landlord shall have to right to enter the Premises upon providing at least (48) hours' written notice delivered to Premises stating the purpose of the entry, between the hours of 8:00 a.m. and 4:30 p.m. to perform routine inspections and maintenance, or to make improvements or repairs for pest control purposes, or to determine if the Tenant still occupies the Premises when reasonable doubt exists. However, the Landlord may enter the Premises at any time without advance notice when there is reasonable cause to believe that an emergency exists.

If Tenant and all adult Household Members are not available at time of entry, the Landlord shall leave a written statement as to the date, time and purpose of such entry.

- B. Failure to Permit Entry. Failure to allow the Landlord or its independent contractors entry into the Premises for any of the reasons indicated in Section 12(A) shall be cause for termination of the Lease.

14. DEFAULT BY LANDLORD

The Landlord shall be in default under this Lease if the Landlord materially failed to perform its obligations under this Lease. If the Landlord is in default, Tenant may file a grievance, terminate this Lease by giving notice as described in Section 18(A), or exercise any other rights permitted by State law.

15. GRIEVANCE

Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant may be entitled to a grievance hearing to resolve any disputes concerning the obligations of Tenant or the Landlord under the terms of this Lease or any action or inaction by the Landlord. Tenants are not eligible for a grievance hearing when their eviction is for drug-related or violent criminal activity. The grievance will be heard in accordance with the Grievance Procedures established by the Landlord from time to time. A copy of the current Grievance Procedure is available at the Landlord's Office. Tenant is required to comply with the hearing officer's decision.

The Tenant must escrow or pay into an account the monthly Rent due after the Landlord's alleged action or inaction prior to being scheduled for a grievance hearing.

16. DEFAULT BY TENANT

Tenant shall be in default if:

- A. Tenant fails to pay Rent or utilities or other monetary charge due to the Landlord by the due date;
- B. Tenant, Household Member(s) of Tenant or guest(s) of Tenant neglects or fails to perform any of the promises, terms, provisions or conditions contained in this Lease, especially as it relates to the Tenant's Obligations contained in Section 9 of this Lease.
- C. Tenant abandons the Premises for fifteen (15) or more days without notice to and the approval of Landlord;
- D. Tenant or any Household Member(s) is convicted of (i) a capital offense; (ii) a misdemeanor or felony involving actual or potential harm to a person; or (iii) possession, manufacture or delivery of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 USC 802;
- E. Illegal drugs defined in Section 13(4)(iii) are found on Tenant's Premises;
- F. Illegal drugs defined in Section 13(4)(iii) are found on the Tenant's or Household Member's person while located within the domain of the Premises as described in Section 1 of this Lease.

A material default of any other tenant obligations contained in this lease shall also constitute grounds for lease termination.

17. NOTICES

Any notice required by this Lease shall be given in accordance with West Virginia law.

Notices to the Tenant: Except for the Landlord notice of entry in the absence of the Tenant, all notices to the Tenant shall be in writing and delivered to the Tenant or an adult Household Member residing in

the Premises, OR sent by prepaid first-class mail properly addressed to the Tenant. If the Tenant is visually impaired, all notices from the Landlord to the Tenant will be in the accessible format discussed and agreed upon between the Landlord and the Tenant as follows:

Notices From the Tenant to Landlord: Any notice to the Landlord must be in writing, delivered to the on-site Manager at the site office of the development, OR to the Landlord's Main office located at: 11 Community Street, Wheeling, West Virginia, OR sent by prepaid first-class mail properly addressed to the Landlord.

Notice to the Post Office Upon Eviction: If the Landlord evicts the Tenant from the Premises for criminal activity, the Landlord shall notify the local Post Office serving that Premises, that the Tenant is no longer residing in the Premises so the Post Office will stop mail delivery and the Tenant and the Household Members will have no reason to return to the Premises.

Evidence of Notice Served: Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

18. TERMINATION OF LEASE AND SURRENDER OF PREMISES

- A. **Tenant's Termination.** The Tenant may terminate this Lease by giving thirty (30) days' written notice, and by returning the keys to the Landlord. The Tenant's account will not be considered officially terminated by action of the Tenant unless the Tenant submits to the Landlord both written notice and keys to the Premises. In the event that the Tenant fails to give such required notice, the Landlord will charge the Tenant thirty (30) days' Rent from the date the Landlord discovers that the Premises has been vacated.

The Tenant is required to surrender the Premises in the same condition that the Premises were in when the Tenant took possession, reasonable wear and tear excepted.

- B. **Landlord Termination.** The Landlord shall provide fourteen (14) days prior written notice of Lease termination to Tenant for non-payment of rent or thirty (30) days prior written notice including grounds for termination and shall inform Tenant of Tenant's right to reply, to examine the Landlord's documents directly relevant to the termination. If the Landlord has a grievance procedure, Tenant may request a grievance in accordance with any such current Tenant Grievance Procedure. Unless changed by HUD or changes in State law occur, upon which the Landlord will follow the new law, a fifteen (15) day notice shall be served prior to the commencement of an eviction action.

19. EVICTION

- A. Tenant is obligated to pay Rent in full and any additional legal charges incurred by the Landlord, even if Tenant has been served with a lease termination notice.
- B. If the Tenant files a timely grievance, eviction proceedings may not be continued through the magistrate level until a hearing officer renders a decision concerning the grievance following the administrative hearing.

- C. The Tenant shall be liable for all court costs, and other fees actually expended in a legal action for enforcement of this Lease unless the Tenant prevails.

20. ENTIRE AGREEMENT

- A. **Entire Agreement.** This Lease and all policies, rules and schedules that have been incorporated by reference, constitute the entire agreement between the Landlord and Tenant. Any amendment, change or addition shall be made only in writing and signed by both parties except for Re-determination of Eligibility, Rent or Dwelling Size.
- B. **Modifications.** This Lease and all policies, rules and/or schedules referred to in this Lease may be modified provided the Landlord gives at least thirty (30) days' written notice to Tenant explaining the modification and giving Tenant the opportunity to comment. Written comments will be considered by the Landlord prior to the proposed modification becoming effective. A copy of the proposed modification shall be personally delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each building in which the affected dwelling units are located. A copy will also be posted in a conspicuous place at the Landlord's office or similar central business location within the community.

21. INVALIDITY OF PROVISION

This Lease does not contain any of the following clauses, which are prohibited under 24 C.F.R. 966.6: Confessions of Judgment, Distraint for Rent or Other Charges; Exculpatory Clause; Waiver of Legal Notice by Tenant Prior to Action for Eviction or Money Judgments; Waiver of Legal Proceedings; Waiver of Jury Trial; Waiver of Right to Appeal Judicial Error in Legal Proceedings; Tenant Chargeable with Cost of Legal Actions Regardless of Outcome. However, if any provision of this Lease is found invalid, the remaining provisions of the Lease shall remain valid and enforceable.

22. WAIVER

No delay or failure of the Landlord in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that, or any, other right, unless otherwise expressly provided herein.

23. LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto do hereby duly execute this twenty page WHA Public Housing Residential Lease Agreement on this 29th day of October, 2018.

Landlord:

Wheeling Housing Authority

(Typed/printed name of Landlord)

By: _____
(Name and Signature of Authorized Representative)

Date

Tenant:

(Typed/printed name of Head of Household)

By: _____
(Signature of Head of Household)

Date

Other Adult Tenants:

(Typed/printed Name, Signature, and Date)

TENANT’S CERTIFICATION

I, _____, certify that I, and other Household Members, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Landlord before execution of the Lease, or before the Landlord's approval for occupancy of the Premises by the Household Member.

I further certify that all information or documentation submitted by myself or other Household Members to the Landlord in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

TENANT: _____ DATE _____
CO-TENANT: _____ DATE _____
CO-TENANT: _____ DATE _____

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including “The Danger of Lead Poisoning to Homeowners” and “The Danger of Lead Poisoning to Renter.” The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the Premises.

TENANT: _____ DATE _____
CO-TENANT: _____ DATE _____
CO-TENANT: _____ DATE _____

Optional and Supplemental Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Check this box if you choose not to provide the contact information.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

Form HUD-9206 (05/09)