

**DWELLING LEASE**  
**THE HOUSING AUTHORITY OF THE CITY OF EAST POINT, GEORGIA**

This first page of your lease may change because of provisions in Section III. Resident agrees that HACEPG may replace this page as required and resident will execute. Resident agrees that the remainder of the lease shall remain in full force and effect. State of Georgia

**I. IDENTIFICATION OF PARTIES AND PREMISES:**

The Housing Authority identified above, (called the HACEPG in this lease) relying upon the Statements, certifications, and other information provided by the Resident concerning the household composition, income and employment of all family members as reported in Resident's signed Application for Admission or Continued Occupancy, agrees to lease to Resident under the terms and conditions of this lease the premises designated as Apartment: (Unit) No. **335** Located at **3062 John Freeman Way, East Point, GA** (called premises in this lease) consisting of **3** bedroom. By signing this lease Resident agrees to all the terms and conditions of the lease.

Members of Resident Household	Relationship	Social Security Number
Shanteria Brown	Head of Household	252-51-4125
Samyah Brown	Daughter	669-14-0663
Latyja Woodard	Daughter	674-20-3029
Heaven Cash	Daughter	667-40-2352
Anthony Thomas III	Son	367-69-5226

**II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHANGES:**

- (A) Rent is due and payable in advance, without notice, on the first day of each month and is delinquent after the 6th business day of the month. Any pro-ration of rent will be equal to the product of the number of days of actual occupancy multiplied by 1/30<sup>th</sup> of the monthly rent for that period. Beginning **6/1/2017** and ending at midnight, **6/30/2018**

Resident agrees to pay when due all charges due for rent, utilities, excess utilities, maintenance charges, nuisance fees, late fees and legal fees. All fees under this lease are considered rent.

Resident agrees to pay on the first of each month a monthly rent, in advance, of **\$48.00**

If a redetermination of rent determines an amount previously due but unpaid (retroactive rent), such re-determined rent amount may be included in the amount stated above as due monthly. Repetitive late payments are a violation of this lease. Repetitive in this case means; delinquent payments received within a twelve (12) consecutive month period.

PARTIAL PAYMENTS WILL NOT BE ACCEPTED AFTER THE 6<sup>TH</sup> BUSINESS DAY OF THE MONTH.

A \$25.00 ADMINISTRATIVE FEE IS CHARGED IF RENT, UTILITIES & CURRENT CHARGES DUE ARE NOT PAID IN FULL BY THE SIXTH (6<sup>TH</sup>) BUSINESS DAY OF THE MONTH.

It is understood that this lease, until terminated or modified as provided for herein, shall **end on 5/31/2018** and at the option of the Housing Authority of City of East Point, Georgia shall be renewed for successive terms of one year each through the recertification process.

If the HACEPG must take legal action against Resident because of a violation by Resident of provisions of this lease, and HACEPG prevails in such action, Resident may be charged costs of collection and court costs associated with the legal action. If Resident prevails in such action, HACEPG shall pay Residents attorney fee.

Amounts due under this lease, including rent, utilities and current charges, may be collected through legal action after HACEPG gives Resident a 14-day written notice.

- (B) Resident agrees to pay a security deposit of \$150.00. A minimum of \$75.00 is due at lease signing with the remaining \$75.00 due in three (3) installments of \$ 25.00 each with the first installment due the first full month after initial occupancy and the remaining two payments in the two (2) consecutive months thereafter. All security deposit installment payments are due with monthly rent.

The security deposit may be used by the HACEPG at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Resident's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Resident after the premises are vacated and all keys have been returned and the unit inspected. Refunds will be issued on or before 30 days following return of the keys.

- (C) Resident is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain housing, a reduction in public housing rental charges, or any rent subsidy, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be prosecuted under Georgia law.

**(D) Utilities and Utility Charges:**

The HACEPG agrees to furnish and maintain water and sewer for development 78-001 & 78-002;

1. Residents receiving HACEPG supplied utilities will receive a utility allowance based on comparable utility usage of units of similar type and amenities as determined by a qualified independent contractor and chosen by the HACEPG.
2. Residents of Development No. 78-001, 78-002, 78-003 and 78-004; agree to furnish and maintain all non- HACEPG supplied utilities (natural gas, electricity, water and sewer where applicable).

Resident agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the HACEPG, and agrees to maintain contract (s) in force and effect during tenancy for delivery of continuous utility services to Resident's premises. Resident agrees that failure to maintain *continuous* utility service is considered to be a serious breach of this lease and subject to termination in that the cessation of service of gas, electricity or water is a threat to the safety and health of Residents of the HACEPG. HACEPG will not be responsible for failure to furnish utilities by reason of any cause beyond HACEPG's control.

**Zero Tolerance Policy:**

The HACEPG has a zero tolerance policy with Residents, Resident family and guests regarding drug and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

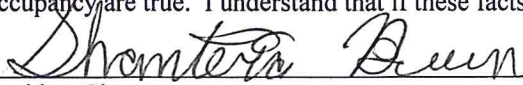
**THE HOUSING AUTHORITY OF THE CITY OF EAST POINT, GEORGIA**

By:   
HACEPG representative

6/29/17  
Date

**THE RESIDENT**

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

  
Resident Signature

6-29-17  
Date



Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Copies of all procedures, policies and other documents referred to in this lease are available for review upon request during the normal business hours of the HACEPG.

**III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

- (A) Once a year, or as otherwise required by HACEPG, Resident agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by HACEPG in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Resident to report such information annually as required, HACEPG shall not renew the lease and resident will be required to vacate upon expiration of the expiring lease. In this event, a 30-Day Notice of Non-renewal shall be issued to Resident prior to the expiration of the lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with HACEPG's computation of rents and HACEPG's posted policies governing occupancy. When the HACEPG redetermines the amount of rent payable by the Resident or determines that the Resident must transfer to another unit based on family composition, the HACEPG shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the HACEPG's determination, and if the Resident does not agree with the determination, the Resident may request a hearing under the HACEPG's grievance procedure.
- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition. If any Resident income or other family circumstances warrant a change in rent between regular determinations, the HA will deliver to Resident via USPS a written "Notice of Rent Change" and such notice of change shall automatically constitute an amendment to this lease.
1. Rent changes (increases or decreases) resulting from the annual recertification process shall be effective on the recertification date unless fraud is determined in which case retroactive rent shall be calculated and charged to residents account.
  2. Interim rent changes based on resident reported information will *not* be processed after the 25<sup>th</sup> day of the month. All changes reported on or after the 25<sup>th</sup> day of the month will be processed after the first of the following month.
  3. **Rent Decreases:** Shall be effective the first of the month following the reported change unless reported on or after the 25<sup>th</sup> day of the month, in which case the decrease will be effective the first of the second month following the reported change.
  4. **Rent Increases:** Shall be effective the first of the second month following the reported change regardless of the reporting date and following a 30 day notice of rent increase unless fraud is determined in which case resident waives his/her right to a 30 day notice of increase.
  5. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases dues to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
  6. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
- (C) Within ten (10) days after there is a change in family income or family composition, Resident is required to provide to the HACEPG, in writing, complete verifiable information regarding such changes.

**(D) MINIMUM RENT**

The HACEPG has set the minimum rent at \$50. If the family requests a hardship exemption, however, the HACEPG will suspend the minimum rent beginning the month following the family's request until the HACEPG can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship may exist in the following circumstances:
  1. When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the income of the family has decreased because of changed circumstances, including loss of employment; and they are not in default of any provision of the lease and
  3. When a death of a household member has occurred and it affects the income.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists however not to exceed 180 days.
5. Appeals. The family may use the Informal Hearing Process to appeal the Housing Authority's determination regarding the hardship.

#### **IV. OBLIGATION OF RESIDENT; RESIDENT AGREES:**

☐Special Definitions Section:

Drug Related Criminal Activity: The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance including Methamphetamines and all others as defined by Federal law or Georgia law.

Guest: For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members, except as provided in paragraph (D) of this Section, and not allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management.
- (C) To use the premises solely as a private dwelling for the Resident and the Resident's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V. (B) of this lease;
- (D) That guests may visit with consent of a household member. The Resident agrees that no member of the Resident household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the EPFA;



- (E) To abide by necessary and reasonable regulations promulgated by EPHA for the benefit and well-being of all Residents;
- (F) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes that materially affects health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Resident for the Resident's exclusive use, free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for Landlord to terminate this lease.

1. Residents failing a scheduled inspection (whether scheduled in writing or verbally and documented) shall be eligible for one (1) re-inspection only and shall be given sufficient time to remedy all findings of no less than five (5) calendar days. Residents failing inspection due to health and safety issues shall be given 24-hours to cure the deficiency. Re-inspections shall be scheduled at the time of the initial failed inspection.

- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner; Trash must be enclosed in sealed trash bags and taken to the dumpsters by persons 12 years of age or older.
- (I) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or property;
- (J) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the property (including damage to property buildings, facilities or common areas) caused by the Resident, a member of the Resident household or a guest.
- (K) To act, and cause household members or guests to act, in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the property in a decent and sanitary condition;
- (L) To assure that the Resident, other persons under the Resident's control, any member of the Resident's household, or a guest, shall not engage in:

**VIOLATIONS OF THIS SECTION (L) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.**

1. Any criminal activity on or off the HACEPG premises that the HACEPG determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the HACEPG or any other person lawfully on the HACEPG's premise.
  2. Any drug-related criminal activity on or off such premises; or any activity by a Resident household member or guest in which the HACEPG determines that a Resident household member or guest is illegally using a controlled substance.
  3. Abuse of alcohol that the HACEPG determines it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the HACEPG, or persons legally on the premises.
- (M) Resident agrees that all personal property placed in the apartment or any other place adjacent thereto, shall be at Resident's own risk, and Landlord shall not be liable to Resident or Resident's family, employees, invitee, or licensees for any damage, loss, theft, or destruction thereof unless caused by the negligence of Landlord. Resident is responsible for obtaining insurance on tenant-owned furnishings and personal property, if desired;
  - (N) Resident, Resident's guests shall not interfere with HACEPG personnel or their representatives in their normal day to day business. Resident agrees not to use loud, profane, abusive, or threatening language when speaking to or in the presence of HACEPG personnel.

- (O) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (P) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by HACEPG;
- (Q) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of HACEPG and in accordance with the HACEPG's pet policy;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, satellite dishes, or make any other alterations to the premises or grounds without the prior written consent of the HACEPG and then only under the conditions given by the HACEPG for such consent;
- (S) To refrain from any illegal conduct or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately and personally report to the HACEPG any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the HACEPG; including any other breakage or loss of any kind; and to immediately report all unsafe conditions which are known to, or observed by the tenant, either in common areas of the premises or in the dwelling unit leased by the tenant.
- (V) Automobiles and Other Motorized Vehicles
  1. Residents are required to register resident, resident's household and guest's vehicles with the HACEPG and said vehicle will be issued a parking decal in accordance to the HACEPG vehicle registration policy.
  2. Resident agrees to park and cause residents' guests to park automobiles and other motorized vehicles in designated parking areas only. Resident specifically agrees to refrain and cause resident's guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking, such as playgrounds, or any other area other than appropriate streets and driveways.
  3. Resident's and resident's guests' motorized vehicles parked on the HACEPG property shall be in running condition and have fully inflated tires and valid license plates.
  4. Resident agrees not to display vehicles for sale, change the oil, wash the vehicle, or make major repairs to vehicles while it is parked on the HACEPG property. 5. Resident agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in section V, above. Vehicle will be ticketed for at least 48 hours prior to towing.
  6. Repeated violations of this section constitute good cause for termination of this lease.
- (W) To notify HACEPG on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (X) To abide by all necessary regulations and policies promulgated by the HACEPG for the Benefit and well being of the HACEPG and Residents. Said policies and regulations are posted in the HACEPG's offices and are incorporated herein by reference.
- (Y) To report to HACEPG and furnish complete and accurate written information within ten (10) calendar days after there is a change in family income or family composition and to provide HACEPG verifiable information regarding such change (also see Section III (C) of this lease);
- (Z) To complete an application, or other written request, at the option of the HACEPG, for addition of a family member due to marriage, birth or other legal reason, prior to the person or persons moving into the premises.
- (AA). Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns, paintball guns and air-powered rifles. Residents must register all legally owned firearms with the HACEPG management office prior to firearm entering Resident's unit.



- (BB) Resident agrees not to perform seasonal maintenance (mowing), landscaping or planting without the prior written permission of the HACEPG.
- (CC) To transfer to an appropriate size or type dwelling unit based on family composition or physical need, upon notice by the HACEPG that such a dwelling unit is available.
- (DD) To correct any violation (other than a lease termination of tenancy/demand for possession) within five (5) calendar days of receipt of written notice from the HACEPG of the specific violation, except as provided to the contrary herein.
- (EE) To promptly remove any personal property left on the HACEPG property when Resident leaves, abandons or surrenders the dwelling. Not to store any items on the porches or in the grass other than approved items such as lawn furniture and a grill. If property has designated grilling areas and grills, resident agrees to not store personal grills on the property.
- (FF) Not to commit, or allow members of Resident's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Resident's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (GG) To comply with all Community Service requirements as set forth in the HACEPG's Admission and Continued Occupancy Policy.
- (HH) To provide to the HACEPG within 30 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the management office or the HACEPG central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Resident agrees that the dwelling shall not be considered vacated for rental charge purposes only, until such time as the keys are returned, the 30-day notice has fully expired and the HACEPG accepts the unit.
- (II) Resident and/or family member agrees that any person who is under a "no trespassing/barring notice" shall not be allowed in or near the dwelling unit or anywhere on the HACEPG property. It will be a serious violation of this lease to allow any such person in or near the dwelling unit or anywhere on the HACEPG property after notice to Resident has been issued of the person(s) name and nature of trespass/barring notice.

**V. RESIDENT'S RIGHT TO USE AND OCCUPANCY:**

- (A) The Resident, and members of the household authorized to reside on the premises in Accordance with the lease shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member, as provided for in Section IV (D) of this lease.
- (B) With the prior written consent of the HACEPG, Resident and members of the household may engage in legal profit-making activities on the premises, when the HACEPG determines that such activities are incidental to the primary use of the premises for a residence by members of the household, as stated below:
  1. With the prior written consent of the HACEPG, a foster child or a live-in aide may reside on the premises. The factors considered by the HACEPG in determining whether or not consent is granted may include;
    1. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
    2. The HACEPG's obligation to make reasonable accommodation for handicapped persons.
  2. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:
    1. Is determined to be essential to the care and well-being of the person;
    2. Is not obligated for the support of the person; and
    3. Would not be living in the unit except to provide the necessary supportive services.

**VI. ENTRY OF PREMISES DURING TENANCY:**

☐ The HACEPG may enter the premises under the following conditions:

- (A) HACEPG shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter premises during reasonable hours for the purpose of performing routine inspections, sanitary inspections, and routine maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) HACEPG may enter the premises at any time without advance notification when Resident requests repairs or services, maintenance, discovers repairs, or those found upon inspection or when there is reason to believe an emergency exists and for routine and non-routine pest control extermination purposes.
- (C) In the event Resident and all adult members of the household are absent from the premises at the time of entry, the HACEPG shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

**VII. OBLIGATIONS OF HACEPG; HACEPG AGREES:**

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To 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 HACEPG. Provided, however, that the HACEPG is not responsible for damages caused by the malfunction of a refrigerator or freezer that causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident in accordance with Section IV (H) of this lease;
- (G) Resident is responsible for water and gas.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference in this lease in the HACEPG's project office and to furnish such documents to Residents and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the HACEPG provided that the HACEPG shall give at least 30 days written notice to each affected Resident setting forth the proposed modification, the reasons thereof, and providing the Resident an opportunity to present written comments that shall be taken into consideration by the HACEPG prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:
  1. Delivered directly or mailed to each Resident; or
  2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
- (I) To post in the office of each Resident complex, or if there is not a property office, the central office of the HACEPG, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Resident.

**VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:**

In the event the premises are damaged to the extent that conditions are hazardous to life, health and safety of the Residents, it is agreed that the following terms and conditions apply:

- (A) The Resident shall notify the HACEPG within 24 hours of all unsafe conditions which are known to, or observed by the resident, either in common areas of the premises or in the dwelling unit leased by the resident.



- (B) The HACEPG shall be responsible for repair of the unit within a reasonable time: Provided, that if the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident;
- (C) HACEPG shall offer standard alternate accommodations, if available, in circumstances where necessary health and safety repairs cannot be abated within 24-hours.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss of value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative) accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident household or guests.

#### **IX. ABANDONED PROPERTY AND FURNISHINGS:**

Upon the abandonment of the premises, the Resident hereby appoints the HACEPG and/or the HACEPG's employees, as Resident's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The HACEPG shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Resident hereby further appoints the HACEPG and/or the HACEPG's employees, as Resident's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Resident within such thirty (30) calendar days after the Resident has abandoned the premises, then the HACEPG is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The HACEPG may take possession of the dwelling after the Resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the dwelling if Resident is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not current, and Resident has not notified the HACEPG in writing advance of an intended absence, or otherwise as provided in this Agreement. Utility reimbursement checks due Resident will be forfeited upon discovery of abandonment of premises.

#### **X. NOTICES:**

- (A) The HACEPG shall notify the Resident of the specific grounds for any proposed adverse action by HACEPG. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess and routine consumption of utilities.)
- (B) The HACEPG shall notify the Resident of the opportunity for a hearing under the HACEPG's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
  - 1. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.
  - 2. In the case of a proposed adverse action other than a lease termination/demand for possession, the HACEPG shall not take the proposed action 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.

#### **XI. NOTICE PROCEDURES:**

- (A) The HACEPG and the Resident in giving notice one to the other shall use the following procedures:
  - 1. Except as provided in Paragraph C of this Section, notice to a resident shall be in writing and delivered to the resident or to an adult member of the Resident's household residing in the dwelling or sent by prepaid first-class mail property addressed to the Resident; and
  - 2. Notice to the HACEPG shall be in writing, delivered to the project office or the HACEPG's central office or sent by U.S. first class mail property addressed.
- (B) Notice to terminate/vacate from HACEPG shall comply with Georgia Law. They shall be in writing and such notice shall Be delivered to the Resident or an adult member of Resident's household or sent pre-paid first-class mail property addressed to Resident.



(C) If the Resident is visually impaired; all notices must be in a format understandable by Resident.

(D) Except as provided to the contrary herein, notices to the resident shall be in writing and either delivered to Resident or an adult member of Resident's household, or sent by prepaid first class mail, registered mail, or certified mail property addressed to Resident. Resident shall be permitted to specify in writing any other address, if different from the address of Resident(s) dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Resident(s) present dwelling should be sufficient. All termination eviction notices shall go to the HACEPG's address of the resident.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Resident, in accordance with state Law.

Resident agrees that in the absence of a forwarding address being submitting to the HACEPG in writing, Resident(s) address incident above shall serve as Resident(s) last known address for purposes of the laws of this state or Federal law.

**RESIDENT AGREES TO GIVE THE HACEPG THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.**

**XII. TERMINATION OF TENANCY AND EVICTION:**

(A) The HACEPG shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Resident set forth in this lease or for other good cause.

(B) The HACEPG shall give written notice of lease termination/demand for possession of:

1. 14 calendar days in the case of failure to pay rent;
2. A reasonable time considering the seriousness of the situation (but not to exceed 3 calendar days) when the health or safety of other Residents or HACEPG's employees is threatened; and
3. 30 calendar days in any other case.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, shall inform the Resident of the Resident's right to make reply as the Resident may wish. These notices may be combined into one document. When HACEPG is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with HACEPG's grievance procedure.

1. Modifications and/or additions to lease termination notices by the HACEPG can be done (upon discovery of any additional lease violations and/or evidence) prior to the expiration of the grievance hearing request time period with written notice sent via pre-paid first-class mail property addressed to Resident stating such modifications and/or additions.

(D) Any federally and state required notices shall run concurrently.

(E) When the HACEPG is required to afford the Resident the opportunity for a hearing under the HACEPG's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for the Section XII, 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.

(F) When the HACEPG is not required to afford the Resident the opportunity for a hearing under the HACEPG's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

1. State that the Resident is not entitled to a grievance hearing on the termination.
2. Specify the judicial eviction procedure to be used by the HACEPG for eviction of the Resident, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.



3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the HACEPG; or any criminal activity or drug-related criminal activity on or off such premises.

**XIII. EVICTION ONLY BY COURT ACTION:**

The HACEPG may evict the Resident from the unit only by complying with State of Georgia statutory eviction requirements. HACEPG reserves the right to amend complaints filed against Resident for lease violations in accordance with State of Georgia filing and processing requirements.

**XIV. EVICTION FOR CRIMINAL ACTIVITY:**

- (A) The HACEPG has discretion to consider circumstances. In deciding to evict for criminal activity, the HACEPG shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the HACEPG may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises. The HACEPG may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) Notice to Post Office. When HACEPG evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the HACEPG shall notify the local post office serving the premises that such individual or family is not longer residing on the premises.

**XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:**

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
  1. Reasonable accommodation, for the purposes of this lease, shall mean any such modification with a total modification expense of \$1,000.00 or less.
- (B) The HACEPG shall provide a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

**XVI. LEASE CHANGES:**

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease.

**XVII. FAILURE TO PERFORM:**

Resident agrees that failure of the HACEPG to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the HACEPG's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

**XVIII. SEVERABILITY:**

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

**XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS**

The HACEPG is committed to providing a decent, safe and sanitary environment throughout the HACEPG(s) property. The Resident hereby delegates to the HACEPG, or agrees to the HACEPG(s) reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the HACEPG's property:

- (A) Resident delegates to the HACEPG the right, to be exercised by its employees and Authorized agents, to regulate solicitation and trespassing on the HACEPG property by non-Residents of the HACEPG, unless the express written permission of the HACEPG is properly obtained in advance and in accordance with any applicable policies and/or procedures of the HACEPG. The HACEPG shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The HACEPG reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Resident(s) peaceful enjoyment of their accommodations, community facilities or other areas of the HACEPG property; (ii) engage in

illegal or other activity which would impair the physical and social environment on the HACEPG premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of the HACEPG premises by Residents of the HACEPG, employees of the HACEPG or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off the HACEPG premises; (v) engage in destroying, defacing, damaging or removing the HACEPG equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of the HACEPG premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on the HACEPG premises; (vii) violate necessary rules, regulations, policies and/or procedures set forth by the HACEPG for the benefit and well being of the HACEPG, Residents, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the HACEPG. The HACEPG shall exercise this right to the extent allowable by all applicable laws and/or regulations.

**THE HACEPG RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE RESIDENT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE RESIDENT, UNTIL SUCH TIMES AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR RESIDENT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEPITS REQUIRED BY THE HACEPG FOR THE RESIDENT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO RESIDENT'S PERSONAL PROPERTY.**



**XX. DESIGNATION OF BENEFICIARY**

Resident designates the following adult person as Resident(s) beneficiary to be responsible for removal of Resident(s) personal property in the event of the death or incapacity of a sole Resident, or in the event that this agreement is terminated by the HACEPG and Resident is otherwise unavailable:

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ BUSINESS PHONE #: \_\_\_\_\_

Property shall be stored as provided in the abandoned property section of this lease, and all costs incurred by the HACEPG pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice; the HACEPG may dispose of the property as provided in this agreement.

**XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:**

All grievances concerning the obligations of the Resident or the HACEPG under this lease shall (except as provided in Section XII (F) of this lease) be resolved in accordance with the HACEPG's grievance procedure.

**XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:**

The HACEPG and the Resident or a representative of the Resident shall inspect the premises prior to commencement of occupancy by the Resident. The HACEPG will furnish the Resident with a written statement of the condition of the premises and the equipment provided with the premises. The HACEPG and the Resident shall sign the statement, and a copy of the statement shall be retained by the HACEPG in the Resident's files. The HACEPG shall inspect the premises when the Resident vacates the premises and will furnish the Resident with a statement of any charges to be made in accordance with Section IV (J) of this lease. Resident shall be provided an opportunity to participate in the termination inspection unless the Resident has vacated the premises without notice to the HACEPG.

**CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.**

**THE FAMILY AGREES TO PROMPTLY FURNISH TO THE HOUSING AUTHORITY ANY LETTER RECEIVED FROM HUD CONCERNING THE AMOUNT OR VERIFICATION OF INCOME.**

Shomberg Brown 6-29-17  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date  
Velencia Stewart 6/29/17  
HACEPG Representative Date

### LEASE ADDENDUM ON MOLD

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 area 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 the 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 Maintenance Department at (404-669-9060) of the presence of the following conditions:
  - 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 persists after resident has tried several times to remove it with 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's 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 ( June 2017 ) between Owner and Resident.

Resident's Signature: Shantea Brown

Date: 6-29-17

Owner/Manager's Signature: Velma [Signature]

Date: 6/29/17



## LEASE AMENDMENT

Renewal and termination community service requirements are herein incorporated by amendment into the existing dwelling lease of the tenant and all subsequent leases:

**Without waiving any of its legal rights to terminate this lease for any lawful reason, under 24 CFR, Subpart F, 960, if the tenant is in compliance with all other terms of this lease and the community service requirement under 24 CFR, Subpart F, 960, then this lease shall be renewable automatically after the first term.**

**However, this provision does not exempt the tenant from fulfilling all other family obligations under the law, including 24 CFR, Subpart F, 960, and the terms of the lease; including but not limited to, the payment of rent and other charges, maintaining utility services, fulfilling the family's recertification requirements, and the one-strike drug policy. This provision does not require the Housing Authority to automatically renew your lease if there are any other problems or violations.**

**Failure to fulfill the community service requirements of this lease, if that is the only violation of the lease and 24 CR, Subpart F, 960, constitutes grounds for termination of the lease after the first 12 months lease term.\***

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by placing on it the signatures of the persons authorized to act on behalf of the Housing Authority and the Tenant as follows:

ATTEST:

ATTEST:

Shontoria Brown C-29-17 Velma Stewart 6/29/17  
Head of Household Date HACEPG Representative Date

Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_

Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_

Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_