

Public Housing Program Dwelling Lease
City of Des Moines Municipal Housing Agency Rental Agreement



1. Parties

- a. This lease agreement is between the tenant(s) listed below and the City of Des Moines Municipal Housing Agency (DMMHA), the owner of the property.
- b. The tenant and DMMHA will permit only the following approved assisted family members to reside in, and/or occupy the property:

Full Name	SSN	DOB	Sex	Relationship

_____ The tenant(s) understand that DMMHA conducts annual criminal history
Initials records checks on tenants.

_____ The persons named above are participating in the U.S Department of Housing and
Initials Urban Development (HUD) Public Housing Program. This lease is conditioned on the tenant(s) remaining eligible for the public housing program.

_____ The composition of the household must be approved by DMMHA to include any
Initials DMMHA-approved live-in aide. The tenant(s) must promptly inform DMMHA of the birth, adoption, or court-awarded custody of a child. The tenant(s) must request DMMHA approval to add any other family member as an occupant in the property. Tenant agrees to wait for DMMHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the DMMHAA may terminate the lease.
Tenant shall report any household members no longer residing in the unit (for any reason) to the DMMHA in writing, within 14 calendar days of the occurrence.

HUD's regulations in 24 CFR part 5, subpart L, apply if a current or future tenant is or becomes a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L.

2. Property

- a. The DMMHA agrees to lease to the above tenants the property located at: **ADDRESS**

3. Term of the lease

- a. The initial term of this lease is for no less than a twelve-month period.
- b. The initial term of this lease begins on **(DATE)** and ends twelve (12) months later.
- c. This lease shall automatically renew for another twelve-month period at the end of the initial lease term, and thereafter at the end of each renewal term, unless the tenant has violated the requirement for tenant performance of community service or participation

in an economic self-sufficiency program in accordance with 24 CFR 966.4; or if there are serious or repeated violations of this lease agreement.

4. Rent, late fees, and other charges

- a. Rent in the amount of **\$.00** per month shall be payable in advance on the first day of each month and shall be delinquent after the seventh (7th) calendar day of said month. The rent payment must be in one installment. All rent payments received that are less than the actual amount due may be returned to the tenant(s) with the full balance remaining due and payable.
- b. A utility reimbursement of \$. ____na____per month (if applicable) shall be paid to the utility supplier by DMMHA for the Tenant.
- c. If this rental agreement has been executed on any day other than the first (1st) day of the month, the pro-rated rent amount due on **(DATE)** for the first month of the initial lease term will be **\$.00**. Thereafter, rent shall be owed and paid in accordance with 4(a) above.
- d. ____ This is the flat rent for the Premises as elected by the tenant.
x This rent is based on the income and other information reported by the tenant as elected by the tenant.
- e. Rent is determined by DMMHA in accordance with HUD regulations and other requirements.
- f. Tenant(s) will be notified in writing by DMMHA if/when the rent amount changes. The notification will detail the new rent amount as well as when the new amount is effective.
- g. Late fees are added to the tenant'(s) account on the eighth (8th) calendar day of each month. Tenant should ensure that full rent payments are received by DMMHA no later than the seventh (7th) calendar day of each month. Late fees will be due and payable after 14 calendar days from the date of notice of late fee.
- h. For other charges, the tenant(s) will be sent a Charge to Tenant Account (CTA) form. The CTA form will advise the tenant(s) that the charges listed are due after 14 calendar days from the date of the CTA form. All other charges are accessed in accordance with the schedule of predetermined maintenance charges in effect at the time of the charge. The schedule of damages is posted at all administrative or site offices. The tenant may include payment for other charges with the rent payment.
- i. All payments must be in the form of a money order, cashier's check or personal check and mailed to **DMMHA, P.O. Box 623, Des Moines Iowa 50303-0623** or placed in the rent collection drop box located at the buildings. Payments should be made out to DMMHA.
- j. If a tenant chooses to pre-pay rent, DMMHA will only accept one additional month's payment

5. Utilities

- a. Tenant(s) leasing scattered site property must have all utilities and services carried in the name of the head of household, spouse, or other adult throughout the entire period of tenancy. Those utilities include heating fuel, water heating, electricity, natural gas, water, sewer services, and trash collection. If any utility is disconnected for non-payment, the tenant(s) must provide to DMMHA written evidence that the utility has been reconnected within 72 hours or three (3) business days, whichever period is longer. DMMHA agrees to furnish refrigerator, cooking range, and routine maintenance services.

- b. DMMHA agrees to furnish utilities in a reasonable quantity at all apartment properties. DMMHA shall provide refrigerator, cooking range, and routine maintenance services. Tenant(s) shall not furnish, provide, or otherwise install any other equipment. Except, tenant(s) may furnish, provide, or otherwise use a microwave without DMMHA approval.

6. Security Deposit

- a. Tenant agrees to pay **\$.00** to be held by DMMHA as a security deposit. The security deposit must be paid in full prior to the tenant(s) receiving possession of the above property. Within thirty (30) days after the tenant(s) vacate the above property, DMMHA will mail to the tenant(s) forwarding address or last known address a security deposit disposition detailing how the security deposit was spent. If tenant(s) are to receive a refund of any portion of the security deposit according to the disposition document, DMMHA will issue the check and mail to the forwarding address or the last known address.
- b. The security deposit shall not be used as rent during the period of tenancy.
- c. Security Deposits will not be refunded to the tenant(s) prior to an inspection conducted by DMMHA of the above property for damages and/or cleanliness outside of normal wear and tear.

7. Pet Deposit

- a. If tenant has a pet, the tenant must pay the amount of **\$300.00** to be held by DMMHA as a pet deposit, in addition to the security deposit. Within thirty (30) days after the tenant(s) vacate(s) the above property, DMMHA will mail to the tenant(s) forwarding address or last known address a pet deposit disposition detailing how the pet deposit was spent, if any, including but not limited to costs for damages or carpet cleaning. If tenant(s) are to receive a refund of any portion of the pet deposit according to the disposition document, DMMHA will issue the check and mail to the forwarding address or the last known address.
- b. The pet deposit shall not be used as rent during the period of tenancy.
- c. Pet Deposits will not be refunded to the tenant(s) prior to a walk-through inspection conducted by DMMHA of the unit for damages and/or cleanliness outside of normal wear and tear.
- d. If the pet dies or is removed during tenancy, the DMMHA will conduct a walk-through of the unit to determine any damages caused by the pet. Within 30 days DMMHA will return to the resident the amount of the pet deposit less any amount needed to pay for damages or carpet cleaning.

8. Redetermination of Rent and Family Composition

- a. For households under the income-based rent option, regular redetermination of rent and eligibility shall be made on an annual basis. The annual date is the first day of the month of which the tenant moved in.
 - i. During the annual redetermination of rent appointment, the tenant(s) agree(s) to furnish DMMHA information and certifications regarding income and family composition according to the Admissions and Continued Occupancy Plan (ACO) and HUD regulations.
- b. For households under the income-based rent option, interim redetermination of rent and eligibility will occur when the tenant(s) experience(s) a change in family composition or income which would justify a reduction or increase in rent, as provided by the ACO.

- i. During the redetermination of rent appointment, the tenant(s) agree(s) to furnish DMMHA information and certifications regarding income and family composition according to the Admissions and Continued Occupancy Plan (ACO) and HUD regulations.
- c. For households under the flat rent option, the tenant(s) family composition will be updated annually. Flat rent households are not afforded the interim determination of rent unless requested by the family due to a decrease in income in accordance with the ACO.
 - i. For households under the flat rent option, the regular redetermination of rent and eligibility shall be made once every three (3) years. The annual date is the first day of the month of which the tenant moved in.
 - ii. During the redetermination of rent appointment, the tenant(s) agree(s) to furnish DMMHA information and certifications regarding income and family composition according to the Admissions and Continued Occupancy Plan (ACO) and HUD regulations.

9. Tenant’s Right to Use and Occupancy

- a. The tenant(s) shall have the right to exclusive use and occupancy of the leased property by the members of the household authorized to reside in the property as listed on this lease. This right includes short term accommodation of the tenant(s) guests or visitors not to exceed fourteen (14) day/overnight stays in any given 12-month period.
- b. If guests or visitors are expected to stay for three or more days, the tenant(s) must provide DMMHA advance written notification of such visit including the beginning and ending dates of the visit. The notification must also include the visitor(s) name, date of birth, and social security number so that DMMHA can check the visitor(s) criminal background and the sex offender lists. DMMHA reserves the right to deny access to the property of a guest/visitor whose criminal history poses a danger to persons or property.
- c. With the written consent of DMMHA, as provided in the ACO, the tenant(s) may include care of foster children and a live-in care attendant as a member of the family. These members may not live in the property prior to DMMHA approval and being placed on this lease.

10. DMMHA’s Responsibilities

DMMHA agrees:

- a. To maintain the dwelling unit and the building in decent, safe, and sanitary condition.
- b. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- c. To make necessary repairs to the dwelling unit.
- d. To keep the building, facilities, and common areas, not otherwise assigned to the tenant(s) for maintenance and upkeep, in a clean and safe condition.
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevator, supplied or required to be supplied by DMMHA.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family at a scattered site dwelling) for the deposit of ashes, garbage, and other waste removed from the dwelling unit by the tenant.
- g. To supply running water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or

- hot water is generated by an installation within the tenant(s) exclusive control and supplied by a direct utility connection.
- h. To provide pest control whether or not the tenant(s) actions caused or exacerbated the problem. If the tenant(s) actions caused or exacerbated the problem, the tenant(s) will be required to pay the cost of the pest services.
 - i. To notify the tenant(s) of the specific grounds for any proposed adverse action by DMMHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant(s) to another unit, or imposition of charges for maintenance and repair. The notice of proposed action will inform the tenant(s) of the right to request a hearing for a grievance if applicable.
 - j. To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L.
 - k. To notify the tenant(s) of Violence Against Women Act (VAWA) protections, including definitions, VAWA protections, documentation, and remedies available to victims of domestic violence, dating violence, sexual assault, or stalking, as set forth in the Violence Against Women Act Addendum attached hereto.

11. Tenant(s) Responsibilities

Tenant agrees:

- a. To notify DMMHA in writing of any income change within 14 calendar days of the change.
- b. To notify DMMHA in writing within 14 calendar days of a change in family composition. DMMHA must grant written permission for persons to be added to the lease prior to occupancy, except in the case of a birth of a child.
- c. Not to assign, sublet, or transfer possession of the dwelling unit; nor provide accommodation to boarders or lodgers.
- d. To use the dwelling unit solely as a private dwelling for the tenant(s) and the tenant(s) household as identified in the lease, and not to use or permit its use for any other purpose.
- e. Not to allow the dwelling unit to be used as a mailing address for anyone other than approved household members.
- f. To abide by necessary and reasonable rules created by the DMMHA for the benefit and well-being of the housing project and the tenants. Such rules shall be posted in the project office.
- g. To use reasonable care in the maintenance of the smoke detector/alarm and to notify the DMHA immediately if the smoke detector/alarm becomes inoperable. At no time may you disconnect or render the smoke detector/alarm inoperable.
- h. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- i. To comply with any pest control preparation requirements which includes, but is not limited to, moving or discarding personal property inside the dwelling unit or vacating the premises for a short time if necessary.
- j. To allow entry to pest control exterminators to make periodic inspections.
- k. To allow entry to pest control exterminators to treat any infestation if it arises.
- l. To cooperate fully in eradicating any infestations, including attending educational classes.
- m. To immediately report to DMMHA if tenant suspects bed bug or any pest infestation in their dwelling unit.
- n. To keep the dwelling unit and such other areas as may be assigned to the tenant(s) for the tenant's exclusive use in a clean and safe condition.

- o. To dispose of all ashes, garbage, and other waste from the dwelling unit in a sanitary and safe manner.
- p. To refrain from, and cause members of the tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- q. To use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including elevators, only in a reasonable manner.
- r. To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- s. To pay reasonable charges in accordance with the schedule of predetermined maintenance charges in effect for the repair of damages (Other than for normal wear and tear) to the dwelling unit, or to the project (including damages to buildings, facilities, other units, or common areas) caused by the tenant(s), a member of the household, or a guest.
- t. To take all reasonable precautions to prevent fires and to refrain from storing gasoline or other flammable liquids or materials, or any inherently dangerous substance or materials, on or in the premises, and to refrain, at all times, from using any open flame around combustible substances. DMMHA does not carry insurance coverage for a tenant's personal property, and tenants are encouraged to obtain fire and/or water damage insurance coverage. If fire damages occur to the unit which are caused by the tenant, family members, or guests, the tenant's lease agreement may be terminated and the tenant will be assessed repair charges.
- u. To act, and cause household members or guests to act, in a manner which will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- v. To act in a cooperative manner with neighbors and DMMHA staff. To refrain from, and cause members of Tenant's household or guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors and DMMHA staff.
- w. To keep all personal possessions in the dwelling unit. Tenant may not store and/or place personal items in the common areas of the project without written permission from DMMHA. DMMHA may remove items found in common areas.
- x. To ensure that no tenant, member of the household, or guest engages in any criminal activity in the unit, common areas or on the grounds. To refrain from any drug-related criminal activity or **violent criminal activity, as defined in the Admissions and Continuing Occupation policy**, on or off the premises. For purposes of this section, "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act.
- y. To ensure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the DMMHA.
- z. Not to make repairs, alterations, or decorations to the dwelling unit without prior written consent by the DMMHA. Locks cannot be changed or added by the tenant.
- aa. Not to keep pets or animals of any kind on the premises, without written notification to DMMHA about the pet or animal. Tenant must be in compliance with a pet policy to have a pet in the dwelling unit or on the premises.
- bb. Promptly notify DMMHA of any need for repairs to the leased premises. Failure to report repairs shall be considered to contribute to any damage that occurs. Maintenance and/or emergency problems with the residence can be reported by contacting the DMMHA at the main office at (515)323-8950.
- cc. To allow DMMHA to enter the leased premises to perform repairs, make inspections, exterminate, or to show the premises for re-leasing after Tenant has given notice to vacate.

- dd. To give the DMMHA written notice when the premises are to be vacant for two weeks or more. Such notice shall not render the DMMHA responsible for any personal property left in or on the leased premises during the tenant(s) absence.
- ee. To park vehicles in authorized parking areas only. Non-operating vehicles or vehicles without valid licenses are prohibited. Automobile repairs are not permitted on the property. Storage of vehicles is not permitted.
- ff. To receive DMMHA written permission prior to conducting business activities in the dwelling unit.
- gg. Tenant(s) shall not commit any fraud in connection with any federal housing assistance program and may not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of this lease. Violation of this provision is grounds for eviction.
- hh. To comply with all provisions of the Drug Free Housing Addendum, Community Service Addendum, Occupancy Rules and Statement of Family Obligations, and Smoke Free Policy.
- ii. To place a placard on the exterior of their unit door denoting that oxygen is present in the unit if Tenant is required to use oxygen in their unit.
- jj. To attend all scheduled appointments with case managers and provide all requested information.

12. Tenant Maintenance

- a. If leasing an apartment, DMMHA completes all the maintenance on the property.
- b. If leasing a scattered-site unit, the tenant(s) is responsible to maintain the yard by mowing, raking, trimming volunteer growth, and keeping the yard free from debris and trash; to remove, at the tenant(s) expense, from the premises discarded furniture, appliances, rugs, and objects not included in normal garbage services. The tenant(s) is to maintain sidewalks, areaways, and passage areas in such a way as not to create any safety hazard or obstruction. This includes removal of snow and ice and distributing sand or salt.

A scattered-site tenant may request to be exempt from this requirement due to a disability by requesting a reasonable accommodation for complying with this Section.

13. Defects Hazardous to Life, Health, or Safety; Non- Emergency & Emergency Repairs

- a. The tenant(s) shall immediately notify DMMHA of any need for repairs to the leased premises.
- b. DMMHA shall be responsible for the repair of the unit within a reasonable time; if the damage was caused by the tenant(s), a member of tenant(s) household, or tenant's guests, the reasonable cost of the repairs shall be charged to the tenant(s) per the predetermined schedule of damages.
- c. DMMHA shall offer a replacement dwelling unit, if available, where necessary repairs cannot be made within a reasonable time. DMMHA is not required to offer tenant(s) a replacement dwelling unit if the hazardous condition was caused by the tenant(s), members of tenant(s) household, or tenant's guests.
- d. In the event repairs cannot be made by DMMHA as described above, and a replacement dwelling unit is unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if tenant(s) rejects replacement dwelling unit or if the damage was caused by the tenant(s), members of tenant(s) household, or tenant's guests.

- e. If DMMHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the tenant(s), and a replacement unit is refused by the tenant(s) then this Lease Agreement shall be terminated, and any rent paid for days following termination will be refunded to the tenant(s).

14. Abandoned Property

The Tenant(s) hereby appoints the DMMHA as agent to remove all personal property of whatever nature, including furniture, furnishings, and equipment left in or on the premises after the Tenant has vacated the premises. The Tenant hereby appoints the DMMHA and its employees as agents to hold the said property for ten (10) calendar days and if not claimed by the Tenant within ten (10) calendar days after the Tenant has vacated the premises, then the DMMHA is authorized to dispose of the property. The Tenant hereby exonerates the DMMHA from any liability for loss or damage for removal of said property from the premises and from any liability for disposal of said property after ten (10) calendar days from the time the Tenant personally vacates the premises. Provisions within this paragraph may be waived at the discretion of the DMMHA.

15. Pre-Occupancy and Pre-Termination Inspections

- a. The DMMHA and the tenant(s) have inspected the dwelling unit prior to occupancy by the tenant. DMMHA furnished the tenant(s) with a written statement of the condition of the dwelling unit and the equipment provided with the unit; this statement was signed by both tenant(s) and DMMHA and will be maintained in the tenant(s) file.
- b. When the tenant(s) vacate(s) the dwelling unit, DMMHA will inspect the dwelling unit and furnish the tenant(s) a statement of any charges to be made in accordance with the Security Deposit paragraph of this lease agreement. If the tenant(s) provide(s) notice to DMMHA of intent to vacate, DMMHA will invite the tenant(s) to the inspection of the unit after or when the unit is vacated.

16. Entry of Dwelling Unit During Tenancy

- a. Upon reasonable advance notification to the tenant(s), DMMHA shall be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the entry of DMMHA will be delivered to the unit at least two days before such entry.
- b. Entry for repairs requested by the tenant(s) will not require prior notice. By requesting repairs, Tenant gives permission for DMMHA to enter the unit.
- c. The DMMHA may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- d. If the tenant(s) and adult household members are absent from the dwelling unit at the time of entry, the DMMHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the unit.

17. Notice Between Tenant and DMMHA

- a. Except as provided in the paragraph regarding Entry of Dwelling Unit during Tenancy, notice to a tenant shall be in writing and delivered to the tenant or to an adult member of the tenant's household residing in the dwelling by delivering to the dwelling unit or sent by prepaid first-class mail properly addressed to the tenant.
- b. Notice to DMMHA shall be in writing, delivered to the building office or the administrative offices or sent by prepaid first-class mail properly addressed.

18. Termination of Tenancy and Eviction

- a. Tenant may terminate the lease at any time by providing thirty (30) days' written notice as specified in the paragraph regarding notice between tenant and DMMHA.
- b. Rent will stop accruing on the dwelling unit when tenant returns all keys to the DMMHA office or when DMMHA checks unit and finds it vacant.
- c. DMMHA may terminate the lease for serious or repeated violations of material terms of the lease. Serious violations include, but are not limited to:
 - i. Failure to make payments due under the lease.
 - ii. Failure to fulfill household obligations as described in Tenant Responsibilities (paragraph 11 of this lease).
 - iii. Being away from the leased unit for more than 180 consecutive calendar days.
 - iv. Other good cause. Other good cause includes, but is not limited to:
 1. Criminal activity or alcohol abuse as previously described in this lease agreement.
 2. Discovery after admission of facts that made the tenant ineligible.
 3. Discovery of material, false statements, or misrepresentation by the tenant in connection with an application for assistance or with reexamination of income.
 4. Failure of a family member to comply with the community service requirement of the program as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
 5. Failure to accept the DMMHA's offer of a lease revision to an existing lease with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
 6. To comply with DMMHA's disposition/demolition application.
 7. Acts and/or threats of violent or abusive behavior, either verbal or physical, as determined by DMMHA staff, toward DMMHA staff, agents, contractors, or others acting on behalf of the DMMHA.
- d. When the DMMHA evicts an individual or family for criminal activity, DMMHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.
- e. Lease termination notice
 - i. The DMMHA will give Tenant written notice of the lease termination which will include the specific grounds for the termination and right to request a hearing and view documents.
 - ii. DMMHA will give three (3) days' written notice of termination if the tenant has created a threat constituting a clear and present danger to the health and safety of other tenants or employees of the DMMHA, including a drug-related and/or criminal activity on or off the premises.
 - iii. **The DMMHA will give a fourteen (14) day, or thirty (30) day written notice to cure lease violations if termination is caused by failure to pay rent. The fourteen (14) day notice will be served when there is not a national emergency in place. The thirty (30) notice will be served when a national emergency is in place.**
 - iv. The DMMHA will give fourteen (14) days' written notice to cure lease violations if termination is caused by failure to pay late charges or other non-compliance with the rental agreement which can be cured within a 14-day period.
 - v. The DMMHA will give thirty (30) days' written notice of termination in all cases involving repeated material or substantial lease or program violations which

also includes drug-related and/or criminal activity on or off the premises or if any member of the household have been convicted of a felony.

- vi. A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination as stated above.
- vii. When the DMMHA is required to afford the tenant the opportunity for a hearing under the grievance procedure concerning a lease termination, the tenancy shall not terminate even if any notice to vacate under State or local law has expired until the time for the tenant to request a grievance hearing has expired and, if a grievance hearing was timely requested by the tenant, the grievance process has been completed.
- viii. If lease terminates and tenant is not evicted, tenant will be required to sign a new lease.

19. Posted Notice

Schedules of tenant charges for services, maintenance repairs, and utilities, as well as any rules and regulations shall be publicly posted in the DMMHA's Office and shall be furnished to Tenant on request. Such schedules, rules, and regulations may be modified by DMMHA provided thirty (30) days' written notice to each affected tenant is given setting forth the proposed modification, the reasons therefore, and providing Tenant an opportunity to present written comments, which shall be taken into consideration by the DMMHA, prior to the proposed modification becoming effective. Such notice shall be posted in each project, as well as in the DMMHA's Administrative Office.

20. Accommodation of Persons with Disabilities

If Tenant or any member of Tenant's household listed on this Lease Agreement are currently disabled, DMMHA shall provide reasonable accommodation to the extent necessary to provide this individual with an opportunity to use and occupy the unit. Tenant may request at any time during their tenancy that DMMHA provide reasonable accommodation, including reasonable accommodation so that Tenant can meet Lease Agreement requirements or other requirements of tenancy.

If a tenant makes a request for special features or accommodations due to a documented disability, DMMHA will attempt to modify the tenant's unit. If the costs associated with the modifications are "excessive", the DMMHA may transfer the Tenant to another unit with the requested features at DMMHA's expense. If no such unit is available, modification may be made at DMMHA's expense unless such modification would cause a financial hardship to the DMMHA. If a financial hardship is determined, modifications may be made at the Tenant's expense. The DMMHA will consider a tenant's written transfer request due to a disability in accordance with the reasonable accommodation procedures.

21. Grievance Procedure

- a. All disputes concerning the obligations of the Tenant or the DMMHA shall be processed and resolved according to the Grievance Procedure in effect. The grievance procedure is an attachment to this lease as well as posted in the DMMHA's administrative offices.

22. Unit Transfers

- a. The Tenant may make a written request to transfer to another dwelling unit for the following reasons:
 - i. The family size has increased causing overcrowding in the current unit;
 - ii. Transfer is needed to alleviate a disability (Reasonable Accommodation procedures will apply);
 - iii. To alleviate a serious or life-threatening medical condition;

- iv. Due to threat of physical harm or criminal activity;
 - v. A resident residing at 1101 Crocker can request to transfer to a 62-and-over property after turning age 62; or
 - vi. In accordance with the VAWA Addendum and the DMMHA Emergency Transfer Plan, attached hereto and set forth in the DMMHA ACO Plan, if the Tenant reasonably believes that there is a threat of imminent harm from further domestic violence, dating violence, sexual assault, or stalking if the Tenant remains within the same dwelling unit, or in the case of sexual assault, the Tenant reasonably believes that there is a threat of imminent harm from further such violence if the tenant remains within the same dwelling unit that the Tenant is currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.
- b. The DMMHA may initiate unit transfers for any of the following reasons:
- i. To conform with occupancy standards as stated in the Admissions and Continued Occupancy Plan;
 - ii. If the Tenant's current unit is deemed uninhabitable by the Maintenance Supervisor;
 - iii. To comply with the DMMHA's HUD-approved disposition application; or
 - iv. Tenant is occupying a unit with accessible features that are not needed and there is another tenant or person on the waiting list that requires a unit with accessible features.
- c. When a unit becomes available:
- i. The DMMHA shall first offer the unit to a current occupant in the same development who has been approved for such a unit transfer.
 - ii. If there is no current tenant in the same development who requires the unit, the DMMHA shall offer the unit to a current tenant in another development that has been approved for such a unit transfer.
 - iii. If there is no current occupant in need of the available unit, the DMMHA shall offer the unit to an applicant on the waiting list.
 - iv. The tenant must pay a new security deposit for the new unit prior to obtaining possession. The security deposit of the old unit will be processed as stated under Security Deposits in this lease agreement.
 - v. If the unit transfer is to alleviate a disability as a reasonable accommodation, the DMMHA shall pay all moving expenses. The DMMHA may also allow the unit security deposit to transfer to the new unit.

23. Obligation to Repay

- a. The Public Housing Program is one based on income of the Tenant. The Tenant is to supply true and complete information to the DMMHA so that the DMMHA can calculate the rent of the dwelling unit in accordance with the DMMHA's policies and HUD regulation. If it is determined that the Tenant submitted false information or misrepresented information on any application or during any annual or interim reexamination, or if the DMMHA becomes aware of information that was not provided by the Tenant as required, the DMMHA will recalculate the amount of rent due in accordance with the DMMHA's Unreported Income Policy as stated in the Admissions and Continued Occupancy Plan. If there is underpaid rent due to the DMMHA, the DMMHA will notify the Tenant in writing of the obligation to repay the underpaid rent amount.

Attachments to Lease:

- Occupancy Rules

- Grievance Procedures
- Statement of Family Obligations
- Smoke Free policy
- Violence Against Women Act (VAWA) Addendum

The Tenant hereby agrees that all lease agreement provisions have been read and are understood and specifically agrees to be bound by all provisions and conditions as written.

The Parties have executed this Lease Agreement and becomes effective as of this _____ day of _____, 20_____.

TENANT(S)
All persons over the age of 18 must sign

OWNER
City of Des Moines, Municipal Housing Agency

Tenant: DMMHA Representative

Tenant:

Tenant:

Tenant:

CITY OF DES MOINES, MUNICIPAL HOUSING AGENCY

DRUG-FREE HOUSING ADDENDUM

In consideration of the execution or renewal of the Lease Agreement for the dwelling unit identified in the Lease Agreement. The Owner and Tenant (hereinafter "you"), agree as follows:

1. You, or any member of your household, or a guest, visitor or another person under your control shall not engage in criminal activity, in the unit, in common areas, or on the grounds. To refrain from any drug-related criminal activity or violent criminal activity on or off the premises.
2. You, or any member of your household, or a guest or visitor shall not engage in criminal activity or any act intended to facilitate criminal activity which threatens the health, safety, or right to peaceful enjoyment of other tenants or employees of Owner or any drug-related criminal activity.
3. You, or any member of your household, will not permit the dwelling unit to be used for, or to facilitate, criminal activity which threatens the health, safety, or right to peaceful enjoyment of the tenants or employees of Owner or drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest or visitor.
4. You, or any member of your household, will not engage in the illegal manufacture, sale, distribution, use, or possession of illegal drugs at any location.
5. You, or any member of your household, a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises or other Owner properties.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE Lease Agreement AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the Lease Agreement.
7. It is understood and agreed that a single violation shall be good cause for termination of this Lease Agreement and that proof of any of the violations named above shall not require an arrest or criminal conviction, but shall be by a preponderance of the evidence.
8. This Lease Addendum is incorporated into the Lease Agreement executed or renewed this day between Owner and Tenant.

In Witness whereof, the Parties have executed this _____ day of _____, 20_____.

CITY OF DES MOINES,
MUNICIPAL HOUSING AGENCY

Tenant:

By

Tenant:

DMMHA Representative
Title

CITY OF DES MOINES, MUNICIPAL HOUSING AGENCY

COMMUNITY SERVICE ADDENDUM

WHEREAS, the City of Des Moines, Municipal Housing Agency (DMMHA) administers the Public Housing Program pursuant to all Federal Regulations governing the program; and

WHEREAS, pursuant to Notice PIH 2015-12(HA), from the United States Department of Housing and Urban Development (“HUD”) the Public Housing Community Service and Self-Sufficiency requirements as set forth at 24 CFR 960.600 through 24 CFR 960.609 are now in effect for all Public Housing tenants (program participants); and

WHEREAS, every tenant is required to comply with these provisions to remain eligible for the Public Housing Program; and

WHEREAS, failure to comply with these provisions is grounds for termination of participation in the Public Housing Program and for termination of the Tenant Dwelling Lease.

NOW, THEREFORE, we the undersigned Tenant(s) specifically agree that the following provisions are incorporated into my/Our Dwelling Lease and by this reference made a part thereof.

1. I/We specifically agree to comply with all Community Service and Self-Sufficiency requirements for the Public Housing Program, including all reporting requirements as directed by DMMHA.
2. I/We specifically agree that every non-exempt adult member of my/our household must submit to DMMHA a Community Service Tracking Sheet. A total of ninety-six (96) hours per year is required for each non-exempt adult household member. Community service completed no later than the 20th day of every month.
3. I/We agree that every adult member of my/our household must fully comply with these requirements.

4. If any adult member of my/our household fails to comply with these Public Housing Program requirements, I/We agree that my/our participation in the Public Housing Program may be terminated and that my/our lease may be terminated.

5. I/We specifically agree that this is a Public Housing Program requirement and that failure to comply with these requirements is grounds for termination of my/our lease agreement and eviction.

In Witness whereof, the Parties have executed this _____ day of _____, 20_____.

TENANT(S) (Program Participant(s))

OWNER

 Tenant:

By: _____

 Tenant:

Title: DMMHA Representative

 Address of Unit

