

San Antonio Housing Authority Public Housing Lease Agreement: Part II & Attachments

THIS LEASE IS IN TWO PARTS:

PART II: This Lease is in two parts. This part of the Lease includes Terms and Conditions of the Lease, as well as all attachments and information that apply to all tenants. The following attachments and information are also included in this part of the Lease:

- Part II: Lease Terms and Conditions
- Attachment A: Grievance Procedure (Subject to Updates)
- Attachment B: Pet Ownership Policy
- Attachment C: Standard Maintenance Charges (Subject to Updates)
- Attachment D: Community Service & Self-Sufficiency Policy
- Attachment E: Smoke-Free Policy
- Attachment F: Smoke Detector(s) Policy
- Attachment G: Lead Hazard Information & Disclosure
- Pamphlet: *Protect Your Family from Lead in Your Home*

PART II: RESIDENTIAL LEASE AGREEMENT TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the San Antonio Housing Authority, (called "SAHA" or "SAHA") and Tenant named in Part I of this lease (called "Tenant") [966.4 (a)].

I. Description of the Parties and Premises [966.4 (a)]:

- (a) SAHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease [966.4 (a)].
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part I of the Lease. SAHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to SAHA's policy on such activities [966.4 (d)(1 & 2)].
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of SAHA. Such approval will be granted only if the new family members pass SAHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children will not be unreasonably refused [966.4 (a)(2) & (d)(3)(i)].

Tenant agrees to wait for SAHA'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 SAHA may terminate the lease in accordance with Section XVI [966.4 (f)(3)].

- (d) Tenant will report any changes in family composition (including deletions, for any reason) to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge [966.4 (c) (2)] [966.4 (c)(1) & (2) & (f)(3)].

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease will automatically be renewed for successive terms of one calendar year [966.4 (a)(1)]. The rent amount is stated in Part I of this Lease. Rent will remain in effect unless adjusted by SAHA in accordance with Section VII herein [966.4 (c)]. The amount of the Total Tenant Payment and Tenant Rent will be determined by SAHA in compliance with HUD regulations and requirements and in accordance with SAHA's Admissions and Occupancy Policy [966.4 (c)].
- (b) **Rent in the amount stated per month in Part I of this Lease is DUE and PAYABLE in advance on the first day of each month and will be considered delinquent after the fifth business day of the month.** Any payments made by Tenant will be applied to the oldest debt first. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear [966.4 (e)(1) & (3)].

When SAHA makes any change in the amount of Total Tenant Payment or Tenant Rent, SAHA will give written notice to Tenant. The notice will state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice will also state that Tenant may ask for an explanation of how the amount is computed by SAHA. If Tenant asks for an explanation, SAHA will respond in a reasonable time [966.4 (c)(4)].

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include [966.4 (b)(2)]:

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When SAHA determines that needed maintenance is not caused by normal wear and tear, Tenant will be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by SAHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to SAHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates will be charged [966.4 (b)(2)].
- (b) Excess Utility Charges --At developments where utilities are provided by SAHA, a charge will be assessed for

excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier [966.4 (b)(2)].

- (c) Late Charges -- ~~Effective March 1, 2020; September 1, 2019; For rent paid after the fifth (5th) business day of the month, an late fee initial charge in the amount of ten (10) percent of the monthly Tenant Rent specified in Part I of this Lease, up to a maximum late fee charge of \$30.00. The minimum late charge fee is \$1.00, and each late charge fee will be rounded up to the nearest dollar of \$30.00 for rent paid after the fifth (5th) business day of the month, and an additional charge of \$20.00 for rent paid after the fifteenth (15) calendar day of the month~~ [966.4 (b)(3)]. SAHA will provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two (2) weeks after Tenant receives SAHA's written notice of the charge [966.4 (b)(4)].

IV. Payment Location: Rent and other charges can be paid at the Development Office or at other locations specified in Part I of this Residential Lease. SAHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds will be required to make all future payments by cashier's check or money order.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to the greater of \$_____ or one month's Total Tenant Payment. The dollar amount of the security deposit is noted on Part I of this Residential Lease [966.4 (b)(5)].
- (b) SAHA's Responsibilities: SAHA will use the Security Deposit at the termination of this Lease:
1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and SAHA has inspected the dwelling unit.

The return of a security deposit will occur within 30 days after Tenant moves out. SAHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes SAHA with a forwarding address. If any deductions are made, SAHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]:

- (a) SAHA Supplied Utilities: If indicated by an (X) on Part I, SAHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. SAHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part I of the Lease Agreement, SAHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of SAHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the development office [966.4 (b)(2)]. At properties that have check-metered utilities, SAHA will grant Residents a consumption allowance for check-metered utilities. The allowance will be posted on the community board and will be made available upon request. Any utility usage that exceeds this amount will be billed to the Resident at the applicable utility rate paid by SAHA at the development.
- (b) Tenant-paid Utilities: If Tenant resides in a development where SAHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities will be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, SAHA will pay a Utility Reimbursement each month [5.632]. SAHA may change the Allowance at any time during the term of the lease, and will give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement [965.473 (c)]. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant will be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant will receive the benefit of such saving.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by SAHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [966.4 (f)(8)].
- Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant will have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of SAHA, members of the household may engage in legal profit-making activities in the dwelling unit [966.4 (d) (1) & (2)]. This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision [966.4 (d)(1)].
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and SAHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; SAHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the

dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, SAHA will work with appropriate agencies to secure suitable housing and will terminate the Lease [8.3]. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

1. The status of each family is to be re-examined at least once a year, unless a family meets the qualifications for either a biennial or triennial recertification schedule, according to the policies of the Admissions and Continued Occupancy Policy (ACOP). Tenants paying Flat Rent will have their incomes reexamined every three years. At the annual recertification Tenant will certify to compliance with the 8 hour per month community service requirement, if applicable [960.209].
2. Tenant promises to supply SAHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent [966.4 (c)(2)].

Failure to supply such information when requested is a serious violation of the terms of the lease and SAHA may terminate the lease.

All information must be verified. Tenant agrees to comply with SAHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [966.4 (c)(2)].

SAHA will give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by SAHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

3. Rent will not change during the period between regular re-examinations, UNLESS during such period [960.209 (b)]:

- (i) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent will not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

- (ii) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. SAHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(iii) Rent formulas or procedures are changed by Federal law or regulation.

4. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying [966.4 (c) (2)].

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), SAHA will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers [966.4 (c)(3)]:

1. Tenant agrees that if SAHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, SAHA will send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. SAHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, SAHA

will modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, SAHA may transfer Tenant to another unit with the features requested at SAHA's expense.

4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant will be required to move into the dwelling unit made available by SAHA. Unless otherwise agreed upon with SAHA, Tenant will be given three (3) business days after signing a new Lease in which to fully vacate the previous unit. If Tenant refuses to move or to complete all move-out an account settlement procedures, SAHA may terminate the Lease [966.4 (c)(3)].
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed [966.4 (c)(4)].
7. SAHA will consider any Tenant requests for transfers in accordance with the transfer priorities and policies established in the Admissions and Continued Occupancy Policy (ACOP).

VIII. SAHA Obligations [966.4 (e)]: SAHA will be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition [966.4(e)(1)];
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [966.4 (e)(2)];
- (c) To make necessary repairs to the dwelling unit [966.4 (e)(3)];
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [966.4 (e)(4)];
- (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 with SAHA [966.4 (e)(5)];
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease [966.4 (e)(6)];
- (g) To supply running water and reasonable amounts of hot water and reasonable amount 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 to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection [966.4 (e)(7)];
- (h) To notify Tenant of the specific grounds for any proposed adverse action by SAHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When SAHA is required to afford Tenant the opportunity for a hearing under SAHA grievance procedure for a grievance concerning a proposed adverse action:
 1. The Notice of the proposed adverse action will inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) will constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, SAHA will not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed [966.4 (e)(8)].

IX. Tenant's Obligations: Tenant will be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit [966.4 (f)(1)].
 1. Not to give accommodation to boarders or lodgers [966.4 f)(2)];
 2. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of SAHA.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose [966.4 (f)(3)].
This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to SAHA's Occupancy standards, and so long as SAHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit [966.4 (d)((3)(i))].
- (c) To abide by necessary and reasonable regulations promulgated by SAHA for the benefit and well-being of the housing development and Tenants. These regulations will be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease [966.4 (f)(4)].
- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household [966.4(f)(5)].
- (e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition [966.4(f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because

of age or disability [966.4 (g)].

- (f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by SAHA [§ 966.4(f)(7)]. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (g) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [966.4(f)(8)].
- (h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project [966.4 (f)(9)].
- (i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests [§ 966.4(f)(10)].
- (j) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining all SAHA projects in a decent, safe, and sanitary condition [966.4 (f)(11)].
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, will not engage in:
 1. Any criminal activity, including the harboring of a fugitive, that threatens the health, safety, or right to peaceful enjoyment of SAHA's public housing premises by other residents or employees of SAHA, or;
 2. Any drug-related criminal activity. Any criminal activity or drug-related criminal activity will be cause for termination of tenancy and eviction from the unit, as defined by SAHA's Screening Criteria Grid in ACOP Sec. 3.3.G. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act) [966.4 (f)(12)].
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of SAHA. To make no changes to locks or install new locks on exterior doors without SAHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by SAHA.
- (n) To give prompt prior notice to SAHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and SAHA 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 SAHA staff. To refrain from interfering with the business duties of SAHA staff or outside third party vendors under contract with SAHA.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Texas anywhere on the property of SAHA.
- (q) Not to burn candles, matches, lamps, incense, wax warmers or any other devices requiring fire or a flame. Such items are prohibited within all areas of SAHA property, including within the dwelling unit of the Tenant. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by SAHA with the written approval of SAHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of SAHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with SAHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from SAHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by SAHA. Any inoperable or unlicensed vehicle as described above will be removed from SAHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on SAHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 45 consecutive days will be considered abandoned and will be disposed of by SAHA. Costs for removal and disposal will be assessed against the former tenant.
- (x) If Tenant has accepted a transfer offer and moved to another unit, Tenant must, unless otherwise agreed, complete all move-out procedures within three (3) business days of signing the new Lease. Any personal

items, trash or debris left within the initial unit following three (3) business days will be considered abandoned and will be disposed of by SAHA. Costs for removal and disposal will be assessed against the Tenant by the initial property.

- (y) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT WILL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner will be considered to contribute to any damage that occurs.
- (z) 1. Not to commit any fraud in connection with any Federal housing assistance program, and
2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by SAHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants [966.4 (h)]:

SAHA Responsibilities:

- (a) SAHA will be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs will be charged to Tenant [966.4 (h)(2)].
- (b) SAHA will offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. SAHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition [966.4 (h)(3)].
- (c) Tenant will accept any replacement unit offered by SAHA.
- (d) In the event SAHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent will occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage [966.4 (h)(4)].
- (e) If SAHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease will be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant will immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent [966.4 (h)(1)].
- (b) Per the Texas Property Code, if Tenant wishes to abate rent then Tenant must give notice by certified mail to the Property Manager and will provide a reasonable amount of time for repairs to be made. Following a second certified mail notification and reasonable time period for repairs, the Tenant may deduct from the rent any costs incurred in the repair.
- (c) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by SAHA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: SAHA and Tenant or representative will inspect the dwelling unit prior to occupancy by Tenant. SAHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement will be signed by SAHA and Tenant and a copy of the statement retained in Tenant's folder [966.4 (i)]. SAHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- SAHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to SAHA [966.4 (i)].

XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities--
 1. Tenant agrees that the duly authorized agent, employee, or contractor of SAHA will be permitted to enter Tenant's dwelling during reasonable hours (8 A.M. to 5 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [966.4 (j)(1)].
 2. When Tenant calls to request maintenance on the unit, SAHA will attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when SAHA comes to perform maintenance, Tenant's request for maintenance will constitute permission to enter.
- (b) SAHA's Responsibilities--
 1. SAHA will give Tenant at least 48 hours written notice that SAHA intends to enter the unit. SAHA may



enter only at reasonable times [966.4 (j)(1)].

2. SAHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [966.4 (j)(2)].
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, SAHA will leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit [966.4 (j)(3)].

XIII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to SAHA must be in writing, delivered to the Development Office or to SAHA's central office, or sent by prepaid first-class mail, properly addressed [966.4 (k)(1)(ii)].
- (b) SAHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant [966.4 (k)(1)(i)].
- (c) Unopened, canceled, first class mail returned by the Post Office will be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format [966.4 (k)(2)].

XIV. Termination of the Lease: In terminating the Lease, the following procedures will be followed by SAHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause [966.4 (l)(2)]. Such serious or repeated violation of terms **may include but not be limited to:**
 1. The failure to pay rent or other payments when due [966.4 (l)(2)];
 2. Repeated late payment, which will be defined as failure to pay the amount of rent or other charges due by the fifth (5th) business day of the month. Four (4) such late payments within a twelve (12) month period will constitute a repeated late payment [966.4 (l)(2)];
 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities [966.4 (l)(2)];
 4. Misrepresentation of family income, assets, or composition [966.4 (c)(2)];
 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations [966.4 (c)(2)].
 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site [966.4 (l)(2)];
 7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of SAHA's public housing premises by other residents, or any drug-related criminal activity, as defined by SAHA's Screening Criteria Grid in ACOP Sec. 3.3.G [966.4 (l)(2)].
 8. Offensive weapons or illegal drugs seized in a SAHA unit by a law enforcement officer [966.4 (l)(2)];
 9. Any fire on SAHA premises caused by carelessness or unattended cooking [966.4 (l)(2)].
- (b) SAHA will give written notice of the proposed termination of the Lease of:
 1. Fourteen (14) days in the case of failure to pay rent;
 2. A reasonable time, of at least three (3) days but not to exceed thirty (30) days, considering the seriousness of the situation when the health or safety of other tenants or SAHA staff or property is threatened;
 3. Thirty (30) days in any other case [966.4 (l)(3)(i)(A), (B) & (C)].
- (c) The notice of termination:
 1. The notice of termination to Tenant will state specific reasons for the termination, will inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SAHA documents directly relevant to the termination or eviction [966.4 (l)(3)(ii)].
 2. When SAHA is required to offer Tenant the opportunity for a grievance hearing, the notice will also inform Tenant of the right to request such a hearing in accordance with SAHA's grievance procedures [966.4 (l)(3)(ii)].
 3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section [966.4 (l)(3)(iii)]. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
 4. When SAHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SAHA's grievance procedure, the tenancy will not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed [966.4 (l)(3)(iv)].
 5. When SAHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SAHA has decided to exclude such grievance for SAHA grievance procedure, the notice of lease

termination will (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by SAHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity [966.4 (l)(3)(v)].

6. SAHA may evict Tenant from the unit only by bringing a court action [966.4 (l)(4)].
- (d) Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, SAHA will have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, SAHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. SAHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit [966.4 (l)(5)].
- (f) When a SAHA evicts a Tenant from a dwelling unit for criminal activity SAHA will notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [966.4 (l)(5)(ii)].

XV. Waiver: No delay or failure by SAHA in exercising any right under this lease agreement, and no partial or single exercise of any such right will constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by SAHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **SAHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. SAHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection SAHA will notify Tenant in writing if he/she fails to comply with the standards. SAHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, SAHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a serious violation of the lease terms and can result in eviction.**
- (c) **Housekeeping Standards: Inside the Apartment**

General--

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors: should be clean, clear, dry and free of hazards.
3. Ceilings: should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork: should be clean, free of dust, gouges, or scratches.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units: should be dusted and access uncluttered.
8. Trash: will be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen--

1. Stove: should be clean and free of food and grease.
2. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
3. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust Fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.



3. Lavatory: should be clean
4. Exhaust fans: should be free of dust.
5. Floor should be clean and dry.

Storage Areas--

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch will not impede access to the unit.
3. Steps (front and rear): should be clean, and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)

ATTACHMENT A: SAN ANTONIO HOUSING AUTHORITY PUBLIC HOUSING GRIEVANCE PROCEDURE

I. Applicability of this grievance procedure (966.51)

This grievance procedure is applicable to all individual tenant issues relating to SAHA. SAHA grievance procedure will not be applicable to disputes between Tenants not involving SAHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and SAHA's Board of Commissioners [966.51 (b)].

- A. Because HUD has issued a due process determination providing that the Tenant be given the opportunity for a hearing in court before eviction from the dwelling unit, the grievance procedure will not be applicable to any termination of tenancy or eviction that involves [966.51 (2)(i) (A) (B) and (C)]:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, the property or employees of SAHA, or
 - (2) Any violent or drug-related criminal activity on or off such premises; or
 - (3) Any criminal activity that resulted in felony conviction of a household member; or
 - (4) Any other prohibited activity subject to the HUD due process determination.
- B. This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations [966.52 (b) and (d)].
- C. Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted will be considered by SAHA before any revisions are made to the grievance procedure [966.52 (c)].

II. Formal Grievance Hearing

If the complainant is dissatisfied with the decision to terminate housing assistance, the complainant must submit a written request for a hearing **within ten (10) business days of the Notice to Vacate / Lease Termination Notice**.

If the complainant requests a hearing in a timely manner, SAHA will schedule a hearing within ten (10) business days after SAHA received the complainant's request.

If the complainant fails to request a hearing within the timeframe, SAHA's decision becomes final and SAHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure [966.55 (c) and (d)].

Failure to request a grievance hearing does not affect the complainant's right to contest SAHA's decision in a court hearing [966-54 (c)].

III. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]

A grievance hearing will be conducted by an impartial person appointed by SAHA other than the person or a subordinate who made or approved the decision to terminate housing assistance.

IV. Procedures governing the hearing [966.56]

The hearing will be held before the hearing officer as described above in Section III. The complainant will be afforded a fair hearing, which will include:

- A. The opportunity to examine before the hearing any SAHA documents, including records and regulations, that are directly relevant to the hearing.

The Tenant will be allowed to copy any such document at the Tenant's expense. If SAHA does not make the document available for examination upon request by the complainant, SAHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by SAHA or property management, and to confront and cross examine all witnesses upon whose testimony or information SAHA or property management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing [966-56(b)].

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding [966-56 (c)].

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, SAHA must sustain the burden of justifying SAHA action or failure to act against which the complaint is directed [966.56 (e)].

The hearing will be conducted informally by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings [966.56 (f)].

The hearing panel or officer will require SAHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [966.56 (f)].

The complainant or SAHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [966.56 (g)].

SAHA must provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format [966.56 (h)].

V. Failure to appear at the hearing

If the complainant or SAHA fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing or may make a determination that the party has waived the right to a hearing [966.56 (d)].

Both the complainant and SAHA will be notified of the determination by the hearing officer; Provided, that a determination that the complainant has waived his right to a hearing will not constitute a waiver of any right the complainant may have to contest SAHA's disposition of the grievance in court [966.56 (d)].

VI. Decision of the officer [966.57]

The hearing officer will prepare a written decision, together with the reasons for the decision **within ten (10) business days** after the hearing. A copy of the decision will be sent to the complainant and SAHA. SAHA will retain a copy of the decision in the Tenant's folder.

ATTACHMENT B: PET OWNERSHIP POLICY

A. Introduction

1. The purpose of the Pet Ownership Policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. This policy also establishes reasonable rules governing the keeping of common household pets, and the pet policy applies to all developments.
2. **Service animals and assistance animals are not pets, and therefore are not subject to this pet policy. For definitions of service animals and assistance animals, please refer to the Admissions and Continued Occupancy Policy (ACOP).**

B. Management Approval of Pets

1. Pet Registration: Pets must be registered with SAHA before they are brought onto the premises. Pets will not be approved to reside in a unit until completion of the registration requirements.
2. Pet Agreement: Residents who have been approved to have a pet must enter into a pet agreement with SAHA, or the approval of the pet will be withdrawn. The pet agreement is the resident's certification that he or she has received a copy of SAHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet agreement that he or she understands that noncompliance with SAHA's pet policy and applicable house rules may result in the withdrawal of SAHA approval of the pet or termination of tenancy.
3. Refusal to Register Pets: SAHA will notify the pet owner if SAHA refuses to register a pet. The notice will state the reasons for refusing to register the pet, be served on the pet owner in accordance with the Pet Violation Procedure outlined herein, and be combined with a notice of a pet rule violation if appropriate. Financial ability to care for the pet will not be a reason for SAHA to refuse to register a pet. SAHA may refuse to register a pet if:
 - a. The pet is not a common household pet.
 - b. The keeping of the pet would violate any applicable pet rule herein.
 - c. The pet owner fails to provide complete pet registration information.
 - d. The pet owner fails to update the pet registration during recertification.
 - e. SAHA reasonably determines, based on the pet owners' habits and practices and/or the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations.

C. Standards for Pets

1. Definitions: Common household pets, as described herein, are authorized by this Policy. Reptiles (except turtles), rodents (except hamsters and gerbils), insects, arachnids, wild or feral animals, pigs, and commercially-bred animals are not considered common household pets and are not authorized.
2. Pet Restrictions:
 - a. Any animal whose adult weight will exceed 40 pounds;
 - b. Dogs of the pit bull, rottweiler, chow, boxer, or German Shepherd breeds;
 - c. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; and
 - d. Any animal not permitted under state or local law or code.
3. Number of Pets: Residents may own a maximum of one (1) cat or one dog, not both. If a family does not have a registered cat or dog in the unit, one of the pets below will be allowed:
 - a. Fish, which residents may keep maintained in a safe and healthy manner in a tank holding up to 10 gallons (such as a tank or aquarium will be counted as one (1) pet);
 - b. A maximum of two (2) caged birds; or
 - c. A maximum of two (2) caged rodents limited to guinea pigs, hamsters or gerbil.
4. Other Requirements: Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

D. Pet Rules

1. Pet Area Restrictions:
 - a. Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
 - b. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.
 - c. Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises

- outside of the areas designated for such purposes.
2. **Cleanliness:** The pet owner must be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by SAHA. The pet owner must take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times. Residents must observe the following litter box requirements:
 - a. Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
 - b. Litter must not be disposed of by being flushed down a toilet.
 - c. Litter boxes must be kept inside the resident's dwelling unit.
 3. **Alterations to Unit:** Pet owners must not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
 4. **Noise:** Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
 5. **Pet Care:** Each pet owner must be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Each pet owner must be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage SAHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.
 6. **Responsible Parties:** The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify SAHA and sign a statement that they agree to abide by all of the pet rules.
 7. **Pets Temporarily on the Premises:** Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by SAHA.
 8. **Pets Rule Violations:**
 - a. All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.
 - b. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules by having an unauthorized pet, a one-time 24-hour written notice will be served and the resident will be given a \$10.00 ~~per~~ day charge, up to a total of \$200.00 until the unauthorized pet is removed from the unit or is registered and approved per this policy. Any charges collected for an unauthorized pet will be applied to the \$200.00 pet deposit upon approval by SAHA.
 - c. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
 - i. That the pet owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for an informal conference to discuss the violation.
 - ii. That the pet owner is entitled to be accompanied by another person of his or her choice at the informal conference.
 - iii. That the pet owner's failure to correct the violation, request an informal conference, or appear at a requested meeting may result in initiation of procedures to remove the pet or to terminate the pet owner's tenancy.
 9. **Notice for Pet Removal:** If the pet owner and SAHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by SAHA, SAHA may serve notice to remove the pet. The notice will contain:
 - a. A brief statement of the factual basis for SAHA's determination of the pet rule that has been violated.
 - b. The requirement that the resident / pet owner must remove the pet within thirty (30) calendar days of the notice.
 - c. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.
 10. **Pet Removal:** If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if SAHA after reasonable efforts cannot contact the responsible party, SAHA may contact the appropriate state or local agency and request the removal of the pet.
 11. **Termination of Tenancy:** SAHA may initiate procedures for termination of tenancy based on a pet rule violation if:
 - a. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified.
 - b. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.
 12. **Emergencies:** SAHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or

safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for SAHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

E. Pet Deposits

1. Payment of Deposit: Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$200.00 and must be paid in full before the pet is brought on the premises, unless unauthorized pet fees are applied to the deposit as specified below. Residents may enter into a repayment agreement of a \$50.00 deposit and three (3) \$50.00 monthly installment payments.
2. Charges assessed for an unauthorized pet may be applied to the payment of the pet deposit, upon approval of pet registration by SAHA. Please see the "Pets Rule Violation" section for more information.
3. Refund of Deposit: SAHA will refund the pet deposit to the resident less the costs of any damages caused by the pet to the dwelling unit within 30 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit. If the resident disagrees with the amount charged to the pet deposit, SAHA will provide a meeting to discuss the charges.

F. Other Charges

1. Pet-Related Damages During Occupancy:
 - a. All reasonable expenses incurred by SAHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:
 - i. The cost of repairs and replacements to the resident's dwelling unit;
 - ii. Fumigation of the dwelling unit; and
 - iii. Repairs to common areas of the project.
 - b. The expense of flea elimination will also be the responsibility of the resident.
 - c. If the resident is in occupancy when such costs occur, the resident will be billed for such costs in accordance with the policies in Section 8.1.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during the time of occupancy.
 - d. Charges for pet-related damage are not part of rent payable by the resident.
 - i. SAHA will charge a \$10.00 fee for pet waste removal per incident, up to a total of \$50.00 per month.



ATTACHMENT C: SCHEDULE OF MAINTENANCE, SALES AND SERVICE CHARGES TO RESIDENTS

This document will be updated as needed. Please visit your community office for the most current version and rates.

Labor: **\$17.00 per hour** charge during normal working hours. **\$25.00 per hour** on an overtime basis with a one-hour minimum charge.

Material Cost: Actual cost of parts or materials used for repairs.

Type of Service, Maintenance or Fee	Charge
Attorney fees, if awarded	Actual cost
Carbon monoxide detector - damage/removal	\$100.00 for second incident <u>any incident</u> ; after first lease violation
Cleaning vacant unit <u>Removing trash from vacated unit</u>	Labor plus material cost / Minimum labor charge of 1 hour
Copies <u>and/or faxes</u>	\$.10 per page
Court costs	Actual cost
Light bulb installation (elderly/disabled properties)	No labor charge at elderly/disabled property; materials only
Light bulbs and battery replacement (all properties)	Actual cost
False fire alarm	Labor plus San Antonio Fire Department (SAFD) charge
Illegal <u>Unauthorized</u> parking (grass, sidewalk, etc.)	\$25.00 <u>per incident</u> plus any towing costs, if applicable; <u>up to a total of \$50.00 per month</u>
Effective <u>March 1, 2020</u> September 1, 2019 : Initial <u>Late</u> rent fee (after the 5th business day of the month)	<u>Ten (10) percent of the Tenant Rent, rounded to the nearest dollar, in an amount not to exceed \$30.00</u>
Effective September 1, 2019: Additional late rent fee (after the 15th calendar day of the month)	\$20.00
Lost keys / Locked out of unit	\$17.00 during business hours; \$25.00 after business hours
Lawn care (Scattered Sites only)	Actual cost
Outside water cut-off key	Actual cost
Pest control delay fee (unit inaccessible, not ready)	Actual cost
Pet waste fee	\$10.00 <u>per incident, up to a total of \$50.00 per month</u>
Unauthorized pet fee	\$10.00 per day charged after one-time 24-hour warning, <u>up to a total of \$200.00 applied to pet deposit; up to \$10.00 per month for additional unapproved pet(s)</u>
Failure to provide proper move-out notice	Forfeiture of security deposit
Failure to provide forwarding address	Forfeiture of security deposit
Lost remote control / card for property and/or parking lot	Actual cost of replacement
Resident-responsible repairs	Labor plus material costs
Returned check fee	\$25.00
Smoke damage, odor or residue removal	Actual cost
Smoke detector disengaged/damaged by resident	\$100.00 for second incident <u>any incident</u> ; after first lease violation
Trash pick-up	\$10.00 <u>per incident, up to a total of \$50.00 per month</u>
Writ of possession	Actual cost
Pool / Trampoline removal fee	\$25.00 <u>per item</u> ; charged after one-time 24-hour warning



Bulk item (furniture, mattresses, tires, etc.) removal fee	\$25.00 per item
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ATTACHMENT D: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definition

Community Service – community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing).
- Nonprofit organizations serving SAHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs.
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts.
- SAHA housing to improve grounds or provide gardens (so long as such work does not alter SAHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board.
- Care for the children of other residents so parent may volunteer.

Note: Political activity is excluded.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training;
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;
- Employment counseling, work placement, or basic skills training;
- Education, including higher education (junior college or college), or reading, financial, or computer literacy classes;
- Apprenticeships (formal or informal);
- English proficiency or English as a second language classes;
- Budgeting and credit counseling;
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling);

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older;
- Is blind or a person with disabilities (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual;
- Is engaged in work activities;
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which SAHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which SAHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

SAHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities – as it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment;
- Subsidized private sector employment;
- Subsidized public sector employment;
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- On-the-job training;
- Job search and job readiness assistance;
- Community service programs;
- Vocational educational training (not to exceed 12 months with respect to any individual);
- Job skills training directly related to employment;
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; or
- Provision of child care services to an individual who is participating in a community service program.

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month, or may be aggregated across a year. Any blocking of hours is acceptable as long as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (included in Part I of this Lease) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form and provide documentation of the exemption.
 - Upon written notice from SAHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying the number of hours.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
 - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.
4. Change in exempt status:
 - If, during the twelve (12) month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to SAHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to SAHA. Upon receipt of this information SAHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, SAHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. SAHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, SAHA will verify the exemption status in accordance with its verification policies. SAHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use SAHA's grievance procedure if they disagree with SAHA's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, SAHA will begin reviewing the exempt or nonexempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, SAHA finds the family member to be noncompliant, SAHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with SAHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to SAHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to SAHA that the noncompliant family member no longer resides in the unit;
 - The family may use SAHA's grievance procedure to dispute the lease termination.

ATTACHMENT E: SMOKE-FREE POLICY

In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of July 1, 2018.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

SAHA POLICIES

1. Designated Smoking Areas (DSA): SAHA has not designated smoking areas on SAHA’s property. Residents may not discard smoking products on the property.
2. Electronic Nicotine Delivery Systems (ENDS): Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices. Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.
3. Effective Date: SAHA’s effective date(s) of this smoke-free policy is/are as follows:
The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on July 30, 2018). The smoke-free policy will take effect at the next annual lease renewal for each resident household. Residents must execute a smoke-free lease addendum as part of the annual lease renewal process. Regardless of the lease renewal date, all residents must be in compliance with the smoke-free policy no later than July 30, 2018.
4. Enforcement: SAHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, SAHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. SAHA will not evict a resident for a single incident of smoking in violation of this policy. As such, SAHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, SAHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. SAHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents’ peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.
SAHA will provide any information and resources on smoking cessations to resident when available. Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy.
5. Reasonable Accommodation: While addiction to nicotine or smoking is not a disability, SAHA will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

ATTACHMENT F: SMOKE DETECTOR(S) POLICY

In accordance with 24 CFR § 965.805, Title 8 of the Texas Property Code and the International Fire Code adopted by the City of San Antonio, Texas, Chapter 11, 2015 edition, each San Antonio Housing Authority unit has been provided with smoke detectors conforming to Uniform Building Code Standard No. 43-6.

SAHA will furnish smoke detectors as required by law, and will test smoke detector to ensure it is in good working order, with working batteries if battery-operated, at the time Resident takes possession of the unit. After Resident takes possession of the unit, SAHA is not obligated to provide batteries for a battery-operated smoke detector. Resident must pay for and replace batteries as needed. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident.

A smoke detector that is in good working order at the beginning of a Resident's possession is presumed to be in good working order until Resident requests repair of the smoke detector. During the term of the Lease or during a renewal or extension, SAHA only has a duty to inspect and repair a smoke detector if Resident gives Management notice of a malfunction or requests to Management that the smoke detector be inspected or repaired. Resident must immediately report smoke detector malfunctions to Management.

Residents, Household members or guests may not disconnect smoke detectors. If Resident, Household members or guests damage, disable or disconnect the smoke detector(s) or remove a battery without immediately replacing it with a working battery, Residents purposely disengaging the smoke detector(s) may be liable to Management under Section 92-2611 of the Texas Property Code for **lease violations and/or a \$100.00 fee, as well as actual damages and attorney's fees.** Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, Household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

By signing Part I of this Lease, Resident acknowledges that SAHA has provided working smoke detector(s), and agrees to abide by the provisions regarding smoke detector(s) in the Lease Agreement.

ATTACHMENT G: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's / SAHA's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee Acknowledgment & Enclosures:

- (c) Lessee has received copies of all information listed above.
 (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent Acknowledgment:

- (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

By signing Part I of this Lease, all parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.