

## Part Five: Dwelling Leases

- I. Dwelling Lease Execution:** Every person who lives in public housing must be included on a legally executed Dwelling Lease. The Dwelling Lease is a contract which describes the responsibilities and rights of the tenant and the PHA during the period of tenancy of the tenant. All lease provisions apply regardless of the specific dwelling unit to which the tenant has been assigned.
- Refer to:
- 24 CFR  
§966.4
- A. Required Briefing:** Residents moving into a new public housing unit must participate in an orientation session regarding the terms and conditions of the Dwelling Lease.
- §966.4(a)
- B. Required Signatures:** The Head of Household (and spouse, if applicable) and all other adult members of the applicant's household will be required to sign the Dwelling Lease prior to admission.
- C. Household Changes:** If, through any cause, the Head of Household or spouse who signed the Dwelling Lease ceases to be a member of the resident household:
1. The Dwelling Lease will be canceled;
  2. A new Dwelling Lease agreement must be executed and signed by:
    - a The adult head of the remaining household,
    - b The spouse, if applicable, and
    - c All other adult members of the household; and
  3. A new Dwelling Lease will be executed by the PHA only if the household is eligible for continued occupancy.
  4. Bifurcation (divide lease into two parts) of Leases: The PHA may bifurcate or divide a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

(See Appendix K, VAWA Policy)

**D. Transfers:** If a household transfers to a different dwelling for any reason, the existing Dwelling Lease will be terminated and a new Dwelling Lease will be executed with a new lease start date to continue for twelve months. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations and the PHA retains the right to terminate the new lease for violations of the Lease being terminated due to the transfer. §966.4(c)(3)  
§966.4(o)

**E. Lease Amendments:**

1. During the term of the lease agreement a change in the resident's status may result in the need to waive or amend one or more provisions of the lease. In such cases, one or more of the following methods of lease change will be used:

a. The existing lease will be terminated and a new lease agreement executed; however, the signing of a new Lease does not remove or eradicate prior or existing Lease violations from the prior dwelling and the PHA retains the right to terminate the new lease for violations of the Lease being terminated due to the transfer.

b. An appropriate amendment will be prepared and made a part of the existing lease; and/or

c. Appropriate insertions will be made within the lease.

2. All copies of such amendments and insertions made within the lease will be dated and signed or initialed, as appropriate, by all parties. Rent change notices, although dated, do not require the signature of all parties in order for the rent charged to become effective and binding. §966.4(p)

**F. Handicap/Accessible Unit Lease Amendment:** If a family does not have a member who has a disability or a handicap that requires the accessibility features of the unit, and is leasing a unit that is handicapped accessible, that family will be required to sign a lease amendment stating that the family will be required to transfer to a non-accessible unit if a family with a handicapped or disabled member is in need of the accessible unit.

**II. SECURITY DEPOSITS:** An initial security deposit, in accordance with the schedule shown in Table 5-1 of this Part of the Admission and Occupancy Policies, will be required at the time of admission of each new tenant household. This applies to all units. §966.4(b)(5)

**A. Hardship Provision:** Generally, the security deposit must be paid in full at the time the applicant signs the Dwelling Lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the Housing Manager, has the sole discretion to allow the applicant to enter into a Payment Agreement. An initial payment of half of the deposit shall be required when the keys are issued, and the remainder is to be paid the 2<sup>nd</sup> month of the lease. However, a past tenant who left the PHA owing money or in bad standing must pay deposit in full.

**B. Return of Deposit:** The security deposit will be held until the tenant moves out and will be returned within 21 days, with interest, in accordance with state law, if the following conditions are met:

§966.4(f)  
§966.4(b)(5)

1. There is no unpaid rent or other charge for which the tenant is liable;
2. The apartment and all equipment are left reasonably clean and all trash and debris have been removed by the tenant;
3. There is no breakage or damage for which the tenant can be held liable; and
4. The keys issued to the tenant are returned to the management office when the tenant vacates the unit.

<b>Table 5-1</b>	
<b>AMOUNT OF SECURITY DEPOSIT</b>	
<b>Unit Size:</b>	<b>Security Deposit Required:</b>
0 Bedroom	\$200
1 Bedroom	\$225
2 Bedroom	\$250
3 Bedroom	\$375
4 Bedroom	\$425

**III. FEES AND CHARGES:** The following fees and charges will be made as provided in the Dwelling Lease. §966.4(b)(3)

**A. Late Payment:** The PHA will assess a late rent payment service fee of \$25.00 in each incident of late payment of rent. Rent will be considered late if it has not been received by the PHA on or before the 5th day of each month in which the rent is due. If the office is closed the rent payment must be left in the secure rent drop box located on the wall by the office door.

**B. Non-Sufficient Funds:** A \$30.00 charge will be assessed in each incident where rent payments made by check are received by the PHA in a timely manner, but the payer's bank refuses to make payment on the check for any reason. This charge is in addition to the late payment charge. If a tenant after two occasions pays rent which is returned for non-sufficient funds, the PHA will require rent paid by money order. §960.205(b)(1)

**C. Other Charges:** Charges will be assessed to tenants for damages and service charges and other charges in accordance with the scheduled posted in the management office. Actual court costs will also be assessed to tenants.

#### **IV. Informal Hearing Regarding Security Deposit Statement**

**A.** A former tenant who has moved out of public housing and who has received an itemized Security Deposit Statement from the PHA, which shows the credits and charges on the PHA's accounting record for the former tenant, may request an informal hearing to dispute the settlement statement.

**B.** Any credits and charges listed on the Security Deposit Statement which the former tenant has already been provided an opportunity to contest through the PHA's Grievance Procedure may not be contested again in a hearing requested under this section.

**C.** The request for a hearing must be made within 10 calendar days of the date on the settlement statement; the request should be made to Management.

**D.** The hearing shall be conducted in accordance with the PHA's **Security Deposit Dispute Hearing** (see Appendix E).