

# McCleary Hill Associates I, L.P.

## RAD PBV TENANT HOUSING DWELLING LEASE – PART 2

### Table of Contents

Revised February 2021

<b>A.</b>	<b>Amounts due under the Lease and procedures</b>	<b>3</b>
	1. Time and Place	3
	2. Grace period, Late Rent Penalty, and Foreclosure of Right of Redemption	3
	3. Other Payments Due under the Lease	3
<b>B.</b>	<b>Utilities and Equipment furnished by Landlord and Tenant and Charges for Excess Electric</b>	<b>4</b>
<b>C.</b>	<b>Rental Security Deposit</b>	<b>5</b>
<b>D.</b>	<b>Redetermination of Rent and Family Composition</b>	<b>6</b>
	1. Frequency of Regular Reexaminations	6
	2. Choice of Rent Based on Income	6
	3. Minimum Rent Policy	6
	4. Interim Reexaminations	6
	5. Notification to Tenant of Change in Tenant Rent	7
	6. Size of Dwelling	7
	7. Transfer Policy	8
	9. Welfare Program Requirements	8
	10. Disallowance of Earned Income	8
	11. Family Disclosure of HUD Notice concerning Family Income	9
	12. Excess Rental Assistance	9
<b>E.</b>	<b>Tenant's Right to Use and Occupancy</b>	<b>9</b>
	1. Use of Residence	9
	2. Legal Profit Making Activities	9
	3. Policy for Live-in Aides	10
	4. Abandonment of Unit	10
	5. Parking Rules	10
<b>F.</b>	<b>Landlord Obligations – Landlord shall be obligated:</b>	<b>10</b>
<b>G.</b>	<b>Tenant Obligations – Tenant shall be obligated:</b>	<b>11</b>
<b>H.</b>	<b>Defects Hazardous to Life, Health and Safety</b>	<b>15</b>
<b>I.</b>	<b>Entry of Dwelling Unit During Tenancy</b>	<b>16</b>
	1. Advance Reasonable Notice	16
	2. Entry without Advance Notice	16
	3. No Adult Home at Time Entry	16
<b>J.</b>	<b>Notice Procedures</b>	<b>16</b>

1.	Notice to Tenant in Writing	16
2.	Notice to Landlord	16
3.	Visually Impaired Tenant	17
4.	Notice to Vacate from Tenant	17
5.	Public Posting	17
<b>K.</b>	<b>Termination of Tenancy and Eviction</b>	17
1.	Grounds for Termination	17
2.	Written Notice of Lease Termination	18
3.	Contents of Notice of Lease Termination	18
4.	Grievance Procedure Information	18
5.	How Tenant is Evicted	19
6.	Eviction for Certain Activity	19
7.	Notice to Post Office	19
8.	Eviction- Right to Examine Landlord Documents	19
<b>L.</b>	<b>Provision for Modifications</b>	19
<b>M.</b>	<b>Accommodation of Persons with Disabilities</b>	19
<b>N.</b>	<b>Miscellaneous</b>	19
1.	Headings	19
2.	Waiver	20
3.	Substantial or Material Breach of Lease	20

**Exhibits:**

- A. Policy for Safety and Security in McCleary Hill Associates I, L.P.
- B. Transfers
- C. Terminations
- D. Grievance Procedures
- E. Pet Ownership Policy
- F. Physical Property Standards
- G. Oxygen Policy
- H. Violence Against Women Act (VAWA) Policy
- I. Parking Policy
- J. Visitation Policy
- K. Smoke-Free Housing Policy
- L. MDCHD LIHTC Addendum to Lease
- M. Tenancy Addendum Section 8 Project-based Voucher Program
- N. PBV Lease Rider

**McCleary Hill Associates I, L.P.**  
**DWELLING LEASE – PART II**

**A. Amounts due under the Lease and Procedures for Payment**

**1. Time and Place**

Rent is due and payable in advance on the first (1<sup>st</sup>) day of each month. Rent statements are mailed to Tenants before the last day of the month for rent due the following month. Rent may be paid at any branch of the bank designated by McCleary Hill Associates I, L.P. in the form of cash, personal check, cashier's check or money order. The Rent Statement mailed must accompany all rent payments. Rent statements must be paid in full, unless adjusted by Landlord. The designated bank will only accept payment in full of the charges as they appear on the Rent Statement. Payment may not be paid in person at the McCleary Hill Associates I, L.P. Management Office, except at move-in or when agreed to in writing as part of a legal proceeding.

**2. Grace Period, Late Rent Penalty, and Foreclosure of Right of Redemption**

After 2:00 pm on the fifth (5<sup>th</sup>) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the contract rent is assessed. If Tenant fails to make rent payment before the sixth (6<sup>th</sup>) day of the month, a Notice to Tenant of Non-Payment of Rent is mailed to the Tenant which advises the Tenant that their Lease will be terminated fourteen (14) days from the date of the Notice to the Tenant of Non Payment of Rent. During this fourteen (14) day period, McCleary Hill Associates I, L.P. will file, in the District Court, Failure to Pay Rent – Landlord's Complaint for Repossession of Rented Property [also known as a Rent Suit] and seek a Judgment for Possession. During any twelve (12) month period, if the Tenant has three (3) Judgments of Possession entered against the Tenant, McCleary Hill Associates I, L.P., as part of the fourth (4<sup>th</sup>) action for Failure to Pay Rent filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set out.

**3. Other Payments Due under the Lease**

Returned Check Fee. Any personal checks returned for Non-Sufficient funds or other reason will be assessed a \$25.00 fee. If more than two (2) personal checks have been returned at any time during the tenancy, no further personal checks will be accepted. Rent statements will be stamped "Cash Only" as formal notification to the bank not to accept any future personal checks. The bank will accept money orders or cashier's checks in addition to cash.

Debt Owed PHA or HCV. Tenant is responsible for non-payment of prior dwelling unit expenses and non-payment can be grounds for eviction.

Duplicate or Adjusted Rent Statement Fee. A \$5.00 fee will be assessed to adjust and reprint a rent statement. Tenants who have lost the rent statement, will be assessed the \$5.00 fee for a duplicate statement. Tenants will not be assessed the \$5.00 fee if the rent statement requires adjustment due to no fault of Tenant or if Tenant is appealing rent or other charges due under the Lease.

Attorney's Fees and Costs. In the event Landlord obtains the services of any attorney, and court action is instituted by Landlord in connection with any Breach of Lease by the Tenant or for any

action brought against the Tenant or former Tenant for money damages, or for other litigation related to the tenancy, the Tenant agrees to pay reasonable attorney's fees awarded by the court and other costs, including court costs and costs of service of process.

Cost for Maintenance and Repair. Costs for maintenance or repair, beyond normal wear and tear, will be charged to the Tenant as specified in the *Schedule of Tenant Charges*. Tenants shall receive a copy of the *Schedule of Tenant Charges*, which is an exhibit to the Admin Plan, at initial lease-up. Payments for such charges are due and collectible no sooner than two (2) weeks after, the charges are incurred. The charges will appear on the Tenant's Rent Statement. The *Schedule of Tenant Charges* is subject to change during the term of this Lease following the proper posting in each Community and at the Central Office. Tenants are notified of posted changes through newsletter and/or website at [www.hagerstownha.com](http://www.hagerstownha.com) and provided a 30-day comment period

Pet Fee. McCleary Hill Associates I, L.P. tenants are required to pay a pet security deposit and a non-refundable monthly fee. The pet security deposit is \$300.00 and the non-refundable Pet Fee of \$10.00 per month shall be charged to each unit, as designated in the Pet policy, where a registered dog or cat is housed. The Pet Fee is intended to cover reasonable operating costs of the Landlord related to cats and dogs and will not be applied to damage caused by a specifically identified pet. The charge will appear on the Tenant's Rent Statement.

## **B. Utilities and Equipment furnished by Landlord and Tenant and Charges for Excess Electric**

The Tenant shall receive a Utility Allowance from the Landlord in accordance with *Utility Allowance Schedule*, which is an exhibit to the Admin Plan, and given to the Tenant at initial lease-up. The *Utility Allowance Schedule* is subject to change following proper posting. Tenant shall receive at least thirty (30) days written notice via public posting of any revised Utility Allowance along with any resultant changes in Tenant Rent.

For families who pay an income-based rent, the Landlord will reimburse the family if the allowance for Tenant paid utilities is greater than the family's total Tenant payment. This is called a "utility reimbursement." The Landlord will not pay a utility reimbursement or give a Utility Allowance to a family that has chosen to pay a flat rent.

The Landlord shall pay the direct cost of water and sewer and trash collection at McCleary Hill Associates I, L.P.. Tenants shall establish an account with the gas and electric service providers and pay for their gas and electric. Any charge for excess utilities shall appear on the Tenant's Rent Statement. The *Utility Allowance Schedule* is subject to change following proper posting. Tenant shall receive at least thirty (30) days written notice of any revised Utility Allowance along with any resultant changes in Tenant Rent.

Landlord shall not be held responsible for failure to furnish utilities by reason of any cause beyond its control. Any failure by Tenant to pay individual utility bills shall be deemed by Landlord to be a substantial breach of a material term of this Lease.

The tenant agrees to pay the Gas and Electric utilities. Payment should be made directly to the appropriate utility company. The Tenant shall ensure that utility services remain on in the Unit while Tenant retains occupancy. Tenant to pay promptly any utility bills for utilities supplied by Tenant by a direct connection to the utility company and to avoid disconnection of utility service

for such utilities. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

Appliances. Landlord shall furnish the Range, Refrigerator, and Dishwasher

### C. RENTAL SECURITY DEPOSIT

Amount.

The Security Deposit is to protect Landlord from loss by reason of unpaid rent, damages due to breach of this Lease and/or damages to the Unit, the major appliances located at the Unit, and/or the common areas caused by Tenant, Tenant's family, agents, employees, or social guests in excess of ordinary wear and tear. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Unit. The Tenant understands that the Landlord will not apply the Security Deposit, in advance of the Tenant's moving out, to the last months' rent or to any charges owed by the Tenant. The Security Deposit may not be in excess of two (2) months' rent. The Security Deposit must be paid in full prior to or at the time of the signing of the Lease.

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Security Deposit in an interest-bearing account or shall hold the security deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

List of Existing Damages. Tenant has the right to have the dwelling unit inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the date of occupancy.

Return of Deposit. Within forty-five (45) days, after the end of tenancy, Landlord shall return to Tenant the security deposit minus any amount, which Landlord shall rightfully withhold. Simple interest of one and one half (1 1/2%) per year will be paid on security deposits of \$50.00 or more and will accrue at six (6) month intervals from the day the security deposit was given. If the rate of simple interest is changed by Maryland legislature at any time in the future, the rate of simple interest set forth in the Maryland Law governing residential security deposits shall apply.

Withholding of Deposit. Upon the termination of the Lease, Landlord may withhold rental security deposit to offset unpaid rent and damage due to Breach of Lease or damage to the property (including the dwelling Unit, Common areas/Community and/or appliances) by tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month Lease term.

Right to Move-out Inspection. The Tenant has a right to be present at the time the Landlord inspects for damages provided that the Tenant give statutory notice by certified mail to the Landlord of his or her intention to vacate the dwelling Unit, the date on which this will occur, and his or her new address. This notice must be mailed at least fifteen (15) days prior to the date of moving. This inspection will be conducted within five (5) days before or five (5) days after the moving date.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the security deposit, within forty-five (45) days after termination of the tenancy, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted, or ejected for Breach of Lease, or has abandoned the dwelling Unit prior to termination of the Lease, the procedures for return of the security deposit are as follows: a) within forty-five (45) days after leaving dwelling Unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Security Deposit with simple interest of one and one-half percent (1½%) per year on security deposits of \$50.00 or more, accruing at six (6) month intervals from the day the security deposit was given, less any damages rightfully withheld. If the rate of simple interest is changed by Maryland legislature at any time in the future, the rate of simple interest set forth in the Maryland Law governing residential security deposits in effect at the time the security deposit is to be returned to Tenant shall apply. If Landlord fails to send the list of damages required and a statement of costs actually incurred, the right to withhold any part of the security deposit for damages is forfeited.

Landlord Liability. The failure of Landlord to comply with the security deposit law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

#### **D. REDETERMINATION OF RENT AND FAMILY COMPOSITION**

1. Frequency of Regular Reexaminations. Once a year, or as otherwise determined by Landlord, Tenant agrees to attend a reexamination interview and to furnish a signed certification containing accurate information regarding family income, employment, family composition, and other relevant information required by Landlord in determining rent, dwelling size and continued eligibility for assisted housing. Tenant agrees to provide any written documentation requested by Landlord relating to family composition, income, expenses, or any other information necessary for Landlord to determine Tenant's continued eligibility. The failure to attend a reexamination interview and to furnish the required certification and documentation shall be deemed by Landlord to be a substantial breach of a material term of this Lease.
2. Minimum Rent Policy. (24 CFR 5.630) McCleary Hill Associates I, L.P. has elected to charge a minimum rent of \$50.00 per month, however, this is subject to change at any time, following approval by the Board of Commissions and postings in accordance with HUD regulations. ***Minimum Rent: \$50.00 at this time.***
3. Interim Reexaminations. (As follows and as contained in the Admin Plan)

*Increases in Income.* The family must report any increase in income or change in family composition in writing within fourteen (14) calendar days. For increases of \$25.00 or more per week in gross income, an interim adjustment in rent will be effective the first (1<sup>st</sup>) day of the third (3<sup>rd</sup>) month following the *effective* date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase the first (1<sup>st</sup>) day of the month following a thirty (30) day notice. The income of Live-in Aides will not be counted for purposes of calculating rent.

*Decreases in Income.* The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the first (1<sup>st</sup>) of the following month.

*Policy for Addition of an Adult 18 years or older.* In order to add a household member, (including live-in aides), the family must request that the new member be added to the Lease. Before adding the new member to the Lease, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the Lease. Live-in aides need not disclose their income and assets. An additional adult household member may not move into the dwelling Unit until approved as eligible and is added to the Lease.

*Policy for Addition to Household due to birth, adoption, child custody, or through the Foster Care Program.* The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Tenant must provide written verification such as a birth certificate, social security card, court order, letter from social services or government agency.

*Policy for Move Out of a Family Member.* The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the persons moving out of the household.

*Changes in Family Expenses.* The family may report any increase in medical, disability, or childcare expense. The Landlord will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the first (1<sup>st</sup>) of the month following the month in which the expense was reported.

*Special Requirements for Temporary Cash Assistance (TCA) Recipients.* Rents for recipients of TCA (welfare) benefits may not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement or other requirements established by the Department of Social Services. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services (D.S.S.) or another applicable agency.

5. Notification to Tenant of Change in Tenant Rent. When the Landlord increases the rent, the Landlord shall give at least a thirty (30) day advance written notice to Tenant. If Tenant does not agree with the determination, they have the right to request a hearing as provided by the Grievance Procedures.
6. Size of Dwelling. Tenant understands that Landlord assigns dwelling Units according to the Occupancy Standards published in the Admin Plan. If the Tenant is or becomes eligible for a different type or size dwelling Unit and an appropriate dwelling Unit becomes available the Tenant shall be given advanced notice of the date of anticipated availability and shall be given five (5) days to move. Failure to comply with five (5) day moving period could result in termination of lease.

7. Transfer Policy. Tenant may request to transfer or Landlord may require a transfer in accordance with the Transfer Policy, which is contained in the Admin Plan and an Exhibit to this Lease. Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights when removed from the transfer list for refusing to move if Tenant has voluntarily requested the transfer. Refusal of transfer at request of Landlord is considered a substantial breach of a material term of this Lease may result in termination of the Lease and, as a result, the Tenant will be entitled to grievance rights. Over-housed Tenants (as defined in the Transfer Policy in attached Exhibit C) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Under-housed Tenants (as defined in the Transfer Policy) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Tenants shall bear their own moving costs associated with transfers, regardless of whether the transfers are at the request of Tenant or at the request of Landlord. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a unit.
8. Welfare Program Requirements. (24 CFR 5.603 and 5.615) Tenants may not have their rent reduced for failure to comply with welfare program requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Tenants are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services or another applicable agency.
9. Disallowance of Earned Income. Any tenants who were employed and received the Earned Income Disallowance (EID) exclusion at the time of the Rental Assistance Demonstration (RAD) conversion can continue to receive the EID exclusion, in accordance with 24 CFR 5.617. In accordance with RAD requirements, no other tenants (e.g., tenants that move to the Premises after the RAD conversion or tenants who at one time received the EID exclusion but were not receiving the EID exclusion at the time of the RAD conversion are permitted to receive the EID exclusion.
10. Family Disclosure of HUD Notice Concerning Family Income. (24 CFR 5.240) A family must promptly furnish to the Landlord any letter from HUD concerning the amount or verification of family income. The Landlord must verify the information received from the family and make appropriate adjustments in the amount of income and rent.
11. Excess Rental Assistance. The Landlord will also pursue former Tenants for abuses regarding excess rental assistance, such as reporting the deficiency of payments to credit bureaus or pursue collection through the court system in order to recover such amounts.

## **E. TENANT'S RIGHT TO USE AND OCCUPANCY**

1. Use of Residence. The Tenant shall have the right to the exclusive use and occupancy of the Residence as a private dwelling. The Residence shall be used only for residential purposes. The Residence shall be the sole and exclusive dwelling Unit of the Tenant and any and all Household Members. No Tenant or Household Member may maintain another residence while this Lease is in force. The Unit must be the principle place of residence for the duration of the lease. The



Tenant shall not, in whole or in part, assign this Lease, or sublet or transfer possession of any part or all of the Residence. The Tenant shall not give accommodations to boarders or lodgers. Tenants may provide reasonable accommodations for their guests and visitors, but shall promptly obtain Management's written approval for the presence of any such person

2. Legal Profit Making Activities. The Tenant or members of Tenant's Household may engage in legal profit making activities at the dwelling Unit only with the written consent of Landlord. Any legal profit making activities must be incidental to the primary use of the dwelling Unit as a residence. If Tenant receives written approval from Landlord to conduct the business, the business conducted at the Dwelling Unit may not infringe on the rights of other Tenants. Additionally, all such business-related uses of the Dwelling Unit must meet all zoning requirements and the Tenant must have proper business licenses. The sale of firearms on any Landlord owned property (including McCleary Hill Associates I, L.P.) as a profit-making activity is prohibited. Such activity shall be deemed to be a substantial breach of a material term of the Lease and will result in termination of the Lease. Daycare activities are not permitted at McCleary Hill Associates I, L.P..
3. Policy for Live-in Aides. With the consent of the Landlord, a live-in aide may reside in the Unit after passing initial eligibility screening. Live-in-aides must abide by all provisions of the Lease. A live-in aide means a person who resides on a full-time basis with an elderly, near elderly, or disabled person and who: a) is determined to be essential to the care and well-being of the person; b) is not obligated for the support of the person; and c) would not be living in the Unit except to provide the necessary supportive services.
4. Abandonment of Unit. Upon the abandonment of the Dwelling Unit, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Dwelling Unit. See also Lease Part II, G.4 and the Admin Plan.
5. Parking Rules. Parking areas are to be used for licensed motor vehicles only. Due to limited space, other vehicles such as boats, trailers, and unlicensed vehicles are subject to towing at owner's risk and expense. Parking and/or driving are not permitted on the grass or Common Areas. No vehicle washing, greasing, changing oil, or major repairs to vehicles on streets or in parking areas are permitted. Tenant shall not place vehicle on a jack or jack stand except to change a flat tire. Tenant shall not leave vehicles unattended while on a jack. Tenant shall not place vehicle on ramps at any time. See also the Parking Policy.

**F. LANDLORD OBLIGATIONS-Landlord shall be obligated:**

1. To maintain the dwelling Unit and the Community in a decent, safe and sanitary condition.
2. To comply with the requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the dwelling Unit.
4. To keep Community building, facilities and Common Areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

5. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by Landlord.
6. To provide and maintain appropriate receptacles, facilities, and services (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.
7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times according to local custom and usage; except where the building that includes the dwelling Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within exclusive control of Tenant and supplied by a direct utility connection.
8. To notify Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse actions include, but are not limited to, a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Landlord is required to afford Tenant the opportunity for a hearing under Landlord's grievance procedure for a grievance concerning the proposed adverse action, the Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, the Notice of Lease Termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action, other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired and (if hearing was timely requested by the Tenant) the grievance process has been completed.
9. To provide reasonable accommodation in Lease and other policy requirements when requested by a qualified Tenant with disabilities. The concept of reasonable accommodation involves helping a Tenant meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the Landlord.

**G. TENANT OBLIGATIONS** - The Tenant obligations set forth below are considered material terms of the Lease and the failure to comply shall be considered a substantial violation of a material term of the Lease and warranting eviction.

**Tenant shall be obligated:**

1. Not to assign the Lease, nor sublease the dwelling unit.
2. Not to give accommodation to boarders or lodgers or to permit anyone who is not on the Lease to live in the Unit, unless the person is in the Unit in compliance with the Visitation Policy.
3. Not to give accommodations to visitors in excess of seven (7) consecutive days in any twelve (12) month period without the advance written consent of Landlord. Requested visitation passes must comply with all terms and conditions of the McCleary Hill Associates I, L.P. Visitation Policy as outlined in the Admin Plan and attached as an Exhibit to this Lease.

4. To comply with the Absence from Unit Policy outlined in the Admin Plan. Tenants must notify Landlord if Tenant plans to be absent from dwelling Unit for more than thirty (30) days. During the absence, the rent and utilities must be paid when due and the Unit maintained. Extensions may be made as set forth in the Admin Plan.
5. To use the dwelling Unit solely as a private dwelling for Tenant and Tenant's household members and not to use or permit its use for any other purpose, unless approved by Landlord as a Legal Profit Making Activity. See also Lease Part II.E.2. and the Admin Plan.
6. To abide by necessary and reasonable regulations and policies promulgated by Landlord for the benefit and well-being of the housing community and Tenants. These policies and regulations or rules shall be posted in a conspicuous manner in the Central Office and Community Buildings and incorporated by reference in this Lease. These policies and regulations or rules are contained in the Lease and the Admin Plan. Violation of such policies and regulations constitutes a substantial breach of a material term of this Lease.
7. To act, and cause household members or guests to act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations, including but not limited to loud music, shouting, banging on ceilings and walls, excessive noise and harassment; and to behave in a manner conducive to maintaining the community in a decent, safe, and sanitary condition.
8. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - a) Any criminal activity on or off any Landlord property (including McCleary Hill Associates I, L.P.) that threatens the health, safety, or right to peaceful enjoyment of Landlord property by other Tenants or employees, staff or contractors of Landlord; or
  - b) Any violent or drug-related criminal activity on or off any Landlord property (including McCleary Hill Associates I, L.P.). Any activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the Unit. (For 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 (21 U.S.C. 802)).

#### **CDS VIOLATIONS/GOOD SAMARITAN LAW**

**The State of MD has promulgated laws protecting people seeking help for victims who overdose on drugs or alcohol. That law, known as the "Good Samaritan Act," provides that "a person, who in good faith, seeks, provides, or assists with the provision of medical assistance for a person experiencing a medical emergency after ingesting or using alcohol or drugs shall be immune from criminal prosecution...if the evidence was obtained solely as a result of the person's seeking, providing or assisting with the provision of medical care."**

**The law also provides immunity from several violations if the evidence against the patient/victim was obtained solely "as a result of another person's seeking medical assistance."**

**Notwithstanding the fact that persons cannot be criminally prosecuted under these circumstances, activity involving the use of illegal drugs is a violation of the lease for which a tenant can be evicted.**

- c) Any criminal activity that results in a felony conviction of a household member.
  - d) Hosting of persons listed on Landlord's No Trespass list. This No Trespass list is available at the Central Office and on the web site [www.hagerstownha.com] and Tenants are responsible for reviewing. The No Trespass list will be updated as names are added and/or removed.
9. To assure that Tenant, any member of the household, a guest, or another person under the Tenant's control does not abuse alcohol in a way that interferes with the health, safety or right of peaceful enjoyment of any Landlord property (including McCleary Hill Associates I, L.P.) by other Tenants. Alcohol in open containers is prohibited in Common areas.
  10. To act in a cooperative manner with neighbors and Landlord's staff, contractors, or employees. 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 Landlord staff, contractors, or employees.
  11. Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the dwelling Unit or on any Landlord property including McCleary Hill Associates I, L.P.. Possession and use of firearms must be in accordance with federal and state law. Firearms legally possessed by the Tenant shall be stored in a manner that is inaccessible to minors. Both guns and ammunition must be stored and locked separately. This includes, but is not limited to, BB guns and air-powered rifles.
  12. To take reasonable precautions to prevent fires and not to keep flammable materials at the dwelling Unit or on McCleary Hill Associates I, L.P. property.
  13. Not to tamper with, remove, damage or disable smoke detectors
  14. Not to keep or maintain, manufacture, or distribute fireworks or other explosive materials or to discharge fireworks on or near the dwelling Unit or on McCleary Hill Associates I, L.P. property.
  15. To comply with the Pet Ownership Policy contained as an Exhibit to this Lease and to insure that no member of Tenant's household keeps, maintains, harbors, or allows visitation by any dog, cat, livestock, or pet of any nature in the dwelling Unit or on the grounds of any Landlord community or property except in accordance with the Pet Ownership Policy. However, the policy does not apply to animals that are used to assist persons with disabilities, except for reasonable health and safety rules, including the behavior of the assistive animal. In order to qualify as an animal that is used to assist a person with a disability, that animal must be needed to assist the person with that specific disability and actually be used to assist the person.
  16. To not commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other Unit assisted under any Federal housing assistance program during the term of the Lease.
  17. To pay promptly any utility bills for utilities supplied by Tenant by a direct connection or are billed to tenant by HHA in excess of Utility allowance to the utility company and to avoid disconnection of utility service for such utilities.
  18. To pay for all reasonable charges (other than for ordinary wear and tear) for the repair of damages to the dwelling Unit or to the Common Area or Community (including damages to Community buildings, facilities, or Common Areas and grounds) caused by (including assistive animals).

19. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety of Tenant, Tenant's household, Landlord staff, contractors, or employees, and Community.
20. To report to Management within fourteen (14) calendar days after there is a change in family income or family composition and to provide Management verifiable information regarding such change.
21. To complete an application, or other written request, at the option of Landlord, for the addition of a family member due to marriage or other allowable reason, prior to the person or persons moving into the dwelling Unit
22. To transfer to an appropriate size dwelling Unit based on family composition, or if residing in a designated handicapped designed Unit which is not needed by the Tenant or Tenant's family, upon notice by Landlord that such a dwelling Unit is available, or in the case of the handicapped Unit, is needed for another family.
23. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the Community.
24. To use reasonable care to keep the dwelling Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. Tenant shall notify the Landlord 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 Community. Tenant's failure to report the need for repairs to the dwelling Unit in a timely manner shall be considered to contribute to any damage that occurs and Tenant may be charged for the damage.
25. To keep the dwelling Unit and other such areas as may be assigned to Tenant for exclusive use in a neat, clean, safe and presentable condition, including, but not limited to, keeping entrances and walkways free from snow, ice, vegetation, and trash and regularly trimming the lawn and preventing accumulation of trash, debris, toys, junk or unsightly objects in the yard. Tenants unable to perform seasonal maintenance or other maintenance tasks may request an exemption in writing with documentation from their physician. Failure to comply can result in additional maintenance charges to the tenant.
26. To pay when due all charges under this Lease and to make payments when due under the terms of any Repayment Agreement.
27. To dispose of garbage, rubbish, trash, junk and other wastes to appropriate points of collection in manner prescribed by the City or the Landlord; and, for Residents having the benefit of municipal collection service, to assemble and put out all such garbage, rubbish, etc., on the proper collection day and to promptly return the trash receptacles to the rear of the dwelling Unit following collection.
28. To immediately report to Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind.

29. To refrain from, and to cause household members, guests, and other persons under Resident's control to refrain from, destroying defacing, damaging, or removing any part of the dwelling Unit or Common Area/Community.
30. To use only in a reasonable manner and for their intended purpose all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators.
31. To make no alterations or repairs or redecoration to the interior or exterior of the dwelling Unit or to the equipment, not to install or use additional equipment or major appliances, such as clothes dryers, freezers, dishwashers, ceiling fans, additional telephone lines, wall fixtures, chandeliers, utility buildings, radio or television aerials, without the prior written consent of the Landlord. To make no changes to locks or install additional locks on doors without prior written consent of the Landlord. To use no nails, tacks, screws, brackets, or fastener on any part of the dwelling Unit except and under the conditions prescribed by Landlord.
32. 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 prior written permission of the Landlord.
33. To park motorized vehicles only in designated parking areas and never on grass areas, Common Areas, or in hallways; not to display vehicles for sale; not to grease, change oil, wash or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition; any inoperative or unlicensed vehicle will be removed from the Landlord property at Tenant's expense. To abide by Parking Policy as outlined in Exhibit J to the Lease.
34. Not to have waterbeds in the dwelling Unit.
35. Not to have yard sales at the dwelling Unit or on any Landlord property, including McCleary Hill Associates I, L.P. property.
36. To keep all appointments scheduled with McCleary Hill Associates I, L.P. Management..
37. To abide by any no smoking policies in effect for designated properties as outlined in the Exhibit L to the Lease.
38. Not to record audio and/or video of another against their wishes or without their knowledge on the grounds of Landlord property.
40. Not to install any security system(s) (including doorbells) with the exception of health-related equipment and monitors that 1) record audio or video in a common area; or 2) alert emergency responders to a breach of safety or security; or 3) disrupt the right to quiet enjoyment of other tenants.

## **H. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY**

If the dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

1. The Tenant shall immediately notify Landlord of the damage.

2. Landlord shall be responsible for repair of the Unit within a reasonable time: provided, that if the damage was caused by the Tenant, members of Tenant's household, guests, persons under Tenant's control, or pets/animals, the reasonable cost of the repairs shall be charged to the Tenant, including any insurance deductible assessed to Landlord;
3. Landlord shall offer standard alternative residential accommodations, if available, where necessary repairs cannot be made within a reasonable time or while the Tenant is capable of continuing to reside in the dwelling Unit during the repairs. Tenant shall be charged for cost of accommodations if found to be at fault in causing the damages; and
4. Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section or alternative accommodations are not provided in accordance with this section. Notwithstanding the foregoing, no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of Tenant's household, guests, persons under Tenant's control, or pets/animals. If Landlord determines that the dwelling Unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, the Lease shall be terminated in accordance with State law, and any rent paid, minus any appropriate charges, will be refunded to Tenant.
5. Landlord is not responsible for damage to the property/furnishings of Tenant resulting from the unforeseeable failure of building systems, acts of God, weather, etc. Examples include water damage from broken pipes, roof leaks, flooding, or fire.
6. Landlord recommends that Tenant purchase renter's insurance to protect personal property if damaged or stolen and to insure against claims of personal injury.

#### **I. ENTRY OF DWELLING UNIT DURING TENANCY**

1. Advance Reasonable Notice. Landlord shall, upon forty-eight (48) hours advance written notification delivered to the dwelling Unit, be permitted to enter the dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling Unit for re-leasing.
2. Entry Without Advance Notice. Landlord may enter the dwelling Unit, in Tenant's absence without advance notification when Tenant requests repairs, maintenance, services, or when there is reason to believe an emergency exists or may exist.
3. No Adult Home at Time of Entry. In the event Tenant and all adult members of the household are absent from the dwelling Unit at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the dwelling Unit.
4. Occupancy Checks. Occupancy checks will be conducted when a tenant has received a Notice to Quit (NTQ). The occupancy checks will be used whether to assess if the tenant has vacated the unit as prescribed in the NTQ.

#### **J. NOTICE PROCEDURES**

1. Notice to Tenant in Writing. Notice to a particular Tenant shall be in writing and such notice shall be delivered to the Tenant, left at the dwelling Unit, or sent by pre-paid first class mail properly addressed to the Tenant.
2. Notice to Landlord. Notice to Landlord shall be in writing, delivered to the Management Office or sent by pre-paid first class mail properly addressed to 35 W. Baltimore St., Hagerstown, Maryland 21740.
3. Visually Impaired/Literacy Disabled/Deaf Tenant. If requested by a Tenant who is visually impaired, literacy disabled or deaf notices will be provided in a format understandable by Tenant.
4. Notice to Vacate from Tenant. Tenant is required to give Landlord a thirty (30) day written notice of the intent to move out at the expiration of the initial Lease term of twelve (12) months. Landlord requires that Tenant complete an Intent to Vacate Notice at the Central Office thirty (30) days prior to the expiration of the initial term of the Lease. Tenant is also required to give Landlord thirty (30) days prior written notice of Tenant's intention to move out during any renewal period. Landlord requests that Tenant participate in an exit interview. If Tenant does not give the required thirty (30) day written notice, Tenant shall be charged for the thirty (30) day's rent. However, if the Unit is re-rented in less than the thirty (30) days, Tenant is only charged for that portion of the thirty (30) days of which the Unit was actually vacant. Move out cleaning and repair charges will be deducted from the Tenant's Security Deposit, in accordance with Maryland State Law.
5. Public Posting. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Central Office and shall be furnished to applicants and Tenants on request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided Landlord gives at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. A copy of each notice shall be: a) delivered directly or mailed to each household; (b) or posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling Units are located, or posted in a Community building, as well as posted in a conspicuous place in the Central Office.

## **K. TERMINATION OF TENANCY AND EVICTION**

1. Grounds for Termination: Landlord may terminate this Lease for a single serious violation or multiple violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations, as described in Paragraph G of this Lease or elsewhere, or for other good cause (including, but not limited to the Tenant's failure to accept the Landlord's offer of a properly adopted Lease revision). By way of example but not limitation, either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of this Lease (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Landlord property by other Tenants. (B) Any drug-related criminal activity on or off the Landlord property.
2. Written Notice of Lease Termination: Landlord shall give written notice of Lease termination of:
  - a) Fourteen (14) calendar days in the case of failure to pay rent;



- b) A reasonable time considering the seriousness of the situation (but not more than thirty (30) calendar days) when the health or safety of other Tenants or Landlord's employees, contractors, or staff is threatened;
  - c) One (1) month or thirty (30) days, whichever is longer, in any other case.
3. Contents of Notice of Lease Termination. Notice shall state specific grounds for termination and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of their right to examine Landlord documents directly relevant to the termination or eviction. The Tenant shall be provided a copy of any such documents from the Tenant's file at the Tenant's expense. When Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with Landlord's Grievance Procedure. The Grievance Procedures are posted at the Central Office and at each Community Building and are contained in detail in the Admin Plan and an Exhibit of this Lease. The Notice of Lease Termination required by State/local law may be combined with Federal requirements or run concurrently with other Lease termination notice(s).
4. Grievance Procedure Information. When Landlord is required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure (Exhibit D) for a grievance concerning the Lease termination, the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. Any informal grievance shall be presented in writing to the McCleary Hill Associates I, L.P. Management Office at 35 W. Baltimore St., Hagerstown, Maryland, within ten (10) days after the date of the occurrence giving rise to the grievance. Maintenance grievances may be requested either orally or in writing to the Maintenance Department within ten (10) days after the date of the occurrence giving rise to the grievance. A written summary of the results of the informal grievance conference shall be provided to the complainant. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a formal grievance hearing no later than ten (10) days from the date set forth on the summary of the results of the informal conference. The Hearing Officer shall prepare a written decision, within ten (10) days after the hearing.

When Landlord is not required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure, the notice of Lease termination under this Lease shall:

- a) State that the Tenant is not entitled to a grievance hearing on the termination.
- b) Specify the judicial eviction procedure to be used by Landlord for eviction of the Tenant, and state that the U. S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U. S. Department of Housing and Urban Development regulations.
- c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.

Notwithstanding anything else in this lease, including any attachments, HUD requires Exhibit N Grievance process, to be included as apart of this lease and no other provisions, including any that purport to control in the event of conflict, may supersede or negate them.

5. How Tenant is Evicted. Landlord may evict the Tenant from the dwelling Unit only by bringing court action and complying with the State of Maryland statutory eviction requirements, unless Federal Statutes or regulations permit otherwise.
6. Eviction for Certain Activity. Landlord has the discretion to consider circumstances in deciding to evict for any activity that threatens the health, safety or right to peaceful enjoyment by other Tenants or staff/employees/contractors of McCleary Hill Associates I, L.P.. Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects the eviction would have on family members not involved. In appropriate cases, Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the activity will not reside on or visit at the dwelling Unit or on any property owned by Landlord. Landlord may require a family member who has engaged in the illegal use of drugs or alcohol to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling Unit.
7. Notice to Post Office. When Landlord evicts an individual or family from the dwelling Unit for engaging in criminal activity, including drug-related activity, Landlord shall notify the local post office serving the dwelling Unit that such individual or family is no longer residing at McCleary Hill Associates I, L.P..
8. Eviction-Right to Examine Landlord Documents. Landlord shall provide Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document at the Tenant's expense. A notice of Lease Termination shall inform the Tenant of the Tenant's right to examine documents concerning the termination of tenancy or eviction, and if Landlord does not make such documents available for examination or review, then Landlord may not proceed with the eviction until the documents are made available.

## **L. PROVISION FOR MODIFICATIONS**

The Lease must be executed by the Landlord and Tenant, except for automatic renewals of the Lease. The Lease may be modified at any time by written agreement of the Tenant and the Landlord. The Lease will be automatically modified by a change in policy or procedure by Landlord after proper posting. The terms of the modifications to the Lease shall be deemed to be incorporated into this Lease without the need for Landlord and Tenant to execute a new Lease.

## **M. ACCOMMODATION OF PERSONS WITH DISABILITIES**

For all aspects of this Lease and grievance procedures, a person with a disability shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling Unit equal to a non-disabled person. Landlord hereby provides notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet the Lease requirements or other requirements of tenancy as provided in Lease Part II, F.9.

## **N. MISCELLANEOUS**

1. Headings. Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain or to be inapplicable to other paragraphs in the Lease.
2. Waiver. No delay or failure by Landlord in exercising any right under this agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.
3. Substantial or Material Breach of Lease. The characterization by Landlord that the failure of a Tenant to comply with a particular provision of the Lease is a substantial or a material Breach of Lease shall not serve to limit Landlord's right to contend that other breaches of Lease are substantial, material or sufficient to warrant an eviction.

**EXHIBITS: (content subject to change)**

- A. Policy for Safety and Security in McCleary Hill Associates I, L.P.
- B. Transfers
- C. Terminations
- D. Grievance Procedures
- E. Pet Ownership Policy
- F. Physical Property Standards
- G. Oxygen Policy
- H. Violence Against Women Act (VAWA) Policy
- I. Parking Policy
- J. Visitation Policy
- K. Smoke-Free Housing Policy
- L. MDCHD LIHTC Addendum to Lease
- M. Tenancy Addendum Section 8 Project-based Voucher Program
- N. PBV Lease Rider

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## **Exhibit A**

### **POLICY FOR SAFETY AND SECURITY IN PUBLIC AND ASSISTED HOUSING**

The 1996 Extender Act gives the Landlord new authority to deny occupancy on the basis of illegal drug-related activities and alcohol abuse when such abuse leads to behavior that threatens the health, safety or peaceful enjoyment of McCleary Hill Associates I, L.P. property by other residents.

Evictions are civil, not criminal, matters. In order to terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary, and the Landlord need not meet the criminal standard of proof beyond a reasonable doubt in eviction proceedings. Criminal activity is cause for eviction even in the absence of conviction or arrest. Tenants have an obligation to assure that neither they nor any member of their household or guest or other person under their control will engage in prohibited drug-related or other criminal activities. Marijuana, including medical marijuana, is illegal under federal law. The use, possession or distribution of marijuana, in any amount and without regard to the use for which it is intended, is prohibited and cause for eviction.

The State of MD has promulgated laws known as the “Good Samaritan Act” protecting people seeking help for victims who overdose on drugs or alcohol from criminal prosecution under specific circumstances. Notwithstanding the fact that certain protections from criminal prosecution exist, activity involving the use of illegal drugs is a violation of the lease for which a tenant can be evicted. The use, possession, or distribution of paraphernalia used to ingest controlled dangerous substances (CDS) is also a violation of the lease which can lead to termination.

To protect the safety and security of Housing, the Landlord will consider the effects of alcohol abuse by residents in the Housing communities. If the Authority determines that a person’s abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of McCleary Hill Associates I, L.P. property by other residents McCleary Hill Associates I, L.P. will proceed with eviction procedures. McCleary Hill Associates I, L.P. will handle these cases on an individualized basis and will exercise reasonable discretion in light of all of the relevant circumstances.

Persons on McCleary Hill Associates I, L.P. property that are involved in drug-related or other criminal activities or any activities that create an atmosphere that may interfere with the health, safety, or right to peaceful enjoyment of the residents will be issued a No Trespassing Letter and/or charges will be brought against them in Washington County District Court.

Comprehensive background checks will be conducted on all applicants that include screening for drug-related and any criminal activity. Police and court records will be reviewed along with credit and payment histories, and landlord references, and checking with probation officers, parole officers, and local social service providers. Screening will be conducted on all appropriate members of the applicant household. Applicants that do not pass the screening process and pose a threat to the life, health, safety, or peaceful enjoyment of residents will be considered ineligible for housing with the Landlord. Each applicant will be considered on a case by case basis taking into account the extent of criminal activity and any additional factors that might suggest a likelihood of favorable conduct in the future.

# **Exhibit B**

## **TRANSFER POLICY**

### **I. GENERAL POLICY**

Transfers shall be made without regard to race, color, religion, sex, familial status, or national origin in accordance with federal fair housing and equal opportunity laws.

Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights.

Refusal of transfer at the request of the Landlord may result in termination of the lease. The Tenant will be entitled to grievance rights.

Tenants shall bear their own moving costs associated with transfers. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a Unit. These costs are hereinafter collectively referred to as “displacement costs.” Payment of any displacement costs by the Tenant or the Housing Authority will be determined by the Executive Director or Director of Housing in accordance with 49 CFR Part 24 The Uniform Relocation Act; HUD Handbook 1378 CHG-4 “Tenant Assistance Relocation and Real Property Acquisition”, in addition to Federal and State laws.

Another exception would be if a Tenant is transferred as a reasonable accommodation request or if the vacant Unit is offered to a current Tenant of the same community that required the accessibility features of the accessible Unit and who is currently occupying a Unit not having accessible features. The Landlord must pay moving expenses to transfer a Tenant with a disability to an accessible Unit as an accommodation for the Tenant’s disability.

If a Tenant is or becomes eligible for a different type or size of dwelling Unit and an appropriate dwelling Unit becomes available the Tenant shall be given five (5) days to move.

### **II. REASONS FOR TRANSFER**

***Over-housed*** - A Tenant is considered to be “over-housed” when the family occupies a Unit with more bedrooms than are necessary to properly accommodate the family in accordance with the Admin Plan. The over-housed Tenants must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that their Unit is needed and a Unit of the proper size is available.

***Under-housed*** – A Tenant is considered to be “under-housed” when the family occupies a Unit that has: a) more than two persons per bedroom; b) two (2) persons of different generations in the same bedroom; c) unrelated adults who are not co-habitants in same bedroom; d) children (except infants under age one [1]) sharing a bedroom with an adult; e) children of opposite sex in same bedroom, except for infants up to age two (2); and f) children of the same sex with at least five (5) years age difference. Tenant must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available.

***Reasonable Accommodation*** - In accordance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of Title I of the Housing and

Community Development Act of 1974; and Title II of the Americans with Disabilities Act of 1990 the Landlord will provide reasonable accommodations to individuals with disabilities (a physical or mental impairment that substantially limits one or more major life activities) to the maximum extent feasible. Such accommodations include transferring a Tenant from one Unit to another Unit within a community, between communities or to assist a Tenant in locating an accessible Unit on the private market under the HCV Program.

Requests for a reasonable accommodation shall be reviewed on a case-by-case basis, but shall not require the Landlord to: 1) take any action that would result in a fundamental alteration in the nature of its program or activity or incur undue financial or administration burden, or 2) make structural changes in existing housing facilities where other methods are effective in achieving compliance with federal, state, and local regulations. Requests shall be made to the Director of Housing. Tenant may be required to provide appropriate verification of disability from a qualified third party professional, such as a primary care physician. Only the Executive Director or Director of Housing may approve transfers for reasonable accommodation.

***Accessibility*** – In compliance with Section 504 Regulations, if a transfer is requested by a Tenant because a member of the family has a mobility or other impairment, the Landlord shall have the choice to modify the Tenant’s existing Unit or transfer the Tenant to another Unit with the features required upon availability. A non-disabled Tenant in a Unit with special features must transfer to a Unit without such features should a Tenant or applicant with disabilities needs the Unit. If a non-disabled Tenant is notified by McCleary Hill Associates I, L.P. that their Unit is required for a person with a disability the Landlord will pay moving expenses related to transferring that Tenant to another Unit.

***Hate Crimes*** - Tenant may request to move if any one or more of Tenant’s family members have been a victim of one or more hate crimes (as described below), and Tenant’s fear of such crime has destroyed the family’s peaceful enjoyment of the Unit. The hate crime must have occurred recently or be of a continuing nature. The Hate Crime will be verified by the Landlord using third-party documentation from law enforcement agency or other appropriate agency, as determined by the Landlord.

*A hate crime is defined as actual or threatened physical violence or intimidation that is directed against a person or his or her property, and that is based on a person’s race, color, religion, gender, sexual orientation, national origin, disability, or familial status.*

***Safety Moves*** – Tenant may request to move for the safety of a household member who is a witness to a crime and may face reprisals or who is subject to attack by persons engaged in criminal activity or who has been determined by a court to be a victim of domestic violence. A move requested for these reasons must be substantiated by appropriate documentation, such as a threat assessment or safety plan, by a law enforcement agency or other appropriate agency, as determined by McCleary Hill Associates I, L.P..

***Live Near Work/Transportation*** – Tenant may request a transfer to be closer to work or to public transportation to alleviate a work related transportation problem. Tenant must be able to verify that the Tenant or a household member has been at their present job for one year prior to transfer request.

***Unit Rehabilitation or Tenant Displacement*** – A Tenant is required to move by McCleary Hill Associates I, L.P. because of displacement associated with demolition, sale or acquisition, or rehabilitation of a Unit. A Unit is in need of rehabilitation if it is in need of repairs to correct

defects hazardous to life, health, or safety; or rehabilitation or repairs are deemed necessary by McCleary Hill Associates I, L.P. and cannot be performed with the Tenant residing in the Unit.

***Elderly Unit to Family Unit*** – Single Tenant under age sixty-two (62) living in a building designed for elderly Tenants or persons with disabilities can request to be transferred to a one bedroom family community Unit.

***Family Unit to Elderly Unit*** – A single elderly or elderly couple in a family community may request to be transferred to a Unit in a community designed for elderly Tenants or persons with disabilities.

***Elderly Tenant in Efficiency to One Bedroom*** – To encourage occupancy of efficiency Units elderly single persons living in efficiency apartments may request to be placed on a transfer list for a one bedroom.

***Deconcentration*** – Tenant may request or McCleary Hill Associates I, L.P. may initiate a transfer to correct or avoid concentration of the most economically and/or socially disadvantaged families.

### **III. CONDITIONS FOR TENANT REQUESTED TRANSFERS**

In all cases of Tenant-requested transfers, Tenants will be considered eligible for transfer based on the following conditions; a) All rent and other charges are paid up-to-date and the Tenant is current on any repayment agreement; b) Tenant is in good standing with the lease [To be in good standing, the Tenant must have no more than a total of three lease violations, regardless of the severity of the lease violation, within twelve (12) month prior to Tenant requesting a transfer. At the time of the offer of the Unit to a Tenant, the Tenant must have remained in good standing and have not had any additional lease violations]; c) Tenant's current Unit must pass transfer inspection.

A Tenant who is determined ineligible for a transfer may reapply after three (3) months and must meet all eligibility requirements. These conditions may be waived by the Executive Director or designee for Landlord initiated transfers (for example, a single person is living alone in a three (3) bedroom Unit who does not want to move but is being required to move by the Landlord).

### **IV. SELECTION CRITERIA**

To keep vacancy days to an acceptable level as required by the Housing Assessment System (PHAS), up to four (4) transfers may be made per month as follows:

**Priority 1 Transfers** - Take precedence over new admissions and over Priority 2 Transfers

- A. Tenant is required to move by the McCleary Hill Associates I, L.P. due to Unit rehabilitation or Tenant displacement.
- B. Tenant or applicant requests an accessible Unit with special handicap features. Selection shall be made in the following order: 1) current Tenant of a McCleary Hill Associates I, L.P. Unit who meets the requirements for an accessible Unit; 2) eligible qualified applicants on waiting list needing an accessible Unit. [If no person with disabilities is available who needs an accessible Unit, the Landlord may offer the Unit, on a non-priority basis, to an applicant not needing an accessible Unit. Except in extraordinary circumstances, it is not the intention of



this policy for a Tenant who is not in need of an accessible Unit to transfer to an accessible Unit through a Tenant initiated transfer. An applicant not in need of an accessible Unit that moves into an accessible Unit will be advised that he/she will be required to move if a disabled applicant or current Tenant requires the accessibility features of the Unit.]

- C. Tenant who requires a transfer due to a Reasonable Accommodation as determined by Landlord.
- D. Tenant who is a victim of a verified Hate Crime.(as defined in the Admin Plan)
- E. Tenant who requests to be transferred as a Safety Move. (as defined in the Admin Plan)

### **Priority 2 Transfers**

Depending on the number of Priority 1 transfers in any given month, and the number of vacancy days, the Landlord has the discretion to process Priority 2 Transfers or to select applicant from the wait list to fill vacant Units.

Two transfers from efficiency to one-bedroom Units may be made per month starting with oldest move-in date.

[All single, elderly applicants who are not users of wheel chairs or any other mobility device, or not in need of stationary oxygen tank that creates a space limitation, will be assigned an efficiency apartment. Any applicant who has taken possession of an efficiency apartment and would like to be placed on the transfer list for a one bedroom may do so at time of move-in or thereafter.]

### **Transfers from efficiency apartments to one-bedroom apartments will be made when:**

- A. No couples are on the waiting list or in need of transfer.
- B. No persons are on the wait list (or existing Tenants) who are using a wheel chair, a walker or other mobility device, a stationary oxygen tank, or in need of special features only available in handicap Units.
- C. No Tenant with a documented medical reason is in need of a one-bedroom Unit.

### **Two transfers from the following other categories may take place per month in the following order of priority:**

- A. Tenant is under housed. Priority is given to the most under-housed residing in the under-housed situation the longest (except that Tenant who is over-housed may be moved first to make Unit available to the under-housed family)
- B. Tenants who are over-housed. Priority is given to the most over-housed residing in the over-housed situation the longest (this may be waived by management to avoid a vacancy problem and to maintain full occupancy).
- C. Live near work or public transportation to alleviate a work related transportation problem.
- D. Tenant requested moves associated with the de-concentration of economically and socially disadvantaged families.

E. All other Tenant requested transfers.

## Exhibit C

### TERMINATIONS

#### I. TERMINATION BY TENANT

The Tenant may terminate the lease at any time upon submitting a thirty (30) day written notice. If the Tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the Unit is re-rented, whichever occurs first.

#### II. TERMINATION BY THE LANDLORD

Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease, such as, but not limited to:

- A. Violation of any Tenant Obligation as outlined in the Housing Dwelling Lease.
- B. Violation of any HUD regulations or violation of any McCleary Hill Associates I, L.P.Landlord Policies contained in this Lease or the Admin Plan by reference, as determined by Landlord based on the seriousness of the offense or offenses.
- C. Failure to pay rent and other charges when due and repeated late payment of rent, which shall be defined as failure to pay rent before the issuance of the *Notice to Tenant of Non Payment of Rent*.
- D. During any twelve (12) month period, if the Tenant has three (3) Judgments of Possession entered against the Tenant for failure to pay rent, the Landlord, as part of the fourth (4<sup>th</sup>) proceeding for non-payment of rent filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If this fourth (4<sup>th</sup>) Judgment of Possession is granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set-out.
- E. Repeated late payment of a Repayment Agreement, which is defined as failure to make payment prior to the issuance of *the Notice of Late Payment of Repayment Agreement*.
- F. Misrepresentation to Landlord of family income, assets, or composition and failure to report increases in income within fourteen (14) calendar days as required by Interim Policy set forth in the Admin Plan.
- G. Failure to supply, when required by Landlord, any certification, release of information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- H. Possession of illegal firearms, weapons (as defined by Maryland State Law) or illegal drugs seized in any Landlord Owned Unit by a law enforcement officer.
- I. Any fire on McCleary Hill Associates I, L.P.Landlord property caused by Tenant's negligence, household members or guests' actions or neglect.

- J. Repeated failure to attend scheduled appointments for reexaminations, special certifications, appointments for lease violations, or any other appointment required by Landlord to determine continued eligibility in accordance with the Admin Plan.
- K. Repeated incidents of denying access for any type of inspection or failing to prepare for extermination. Repeated incidents means: more than two (2) times per twelve (12) consecutive months. Denying access and failing to prepare for extermination include but are not limited to cluttered rooms, poor housekeeping, unruly pets and latched doors.
- L. Violation of any provisions of this lease resulting in a material Breach of Lease as determined by Landlord based on the seriousness of the offense or offenses, which may include one violation or the combination of one or more violations of the Tenant Obligations.

### **III. ABANDONMENT POLICY**

Upon the abandonment of the Dwelling Unit, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Dwelling Unit. Landlord shall inventory the property of the abandoned Dwelling Unit prior to removal and shall have the making of the inventory witnessed. The Tenant hereby further appoints Landlord and/or Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days, and, if not claimed by the Tenant within such time, after the Tenant has abandoned the Dwelling Unit, then Landlord is hereby authorized to donate said property to a charitable institution or otherwise dispose of said property.

### **IV. FORECLOSURE OF RIGHT OF REDEMPTION**

The Landlord will request the Court to foreclose the right of redemption on any Tenant against whom the Landlord has received three (3) judgments for non-payment of rent in a twelve (12) month period. This means that if the Landlord files an action for non-payment within this same twelve (12) month period and later receives a judgment, the Tenant will be evicted as a result of the fourth (4<sup>th</sup>) judgment.

### **V. EVICTION SET OUT PROCEDURE**

The Housing representative and the Maintenance Department will meet the court representative at the scheduled eviction set out procedure. The court representative must be present for McCleary Hill Associates I, L.P. to begin the set out. The Tenant may pay the rent up to the time McCleary Hill Associates I, L.P. arrives to do the set out unless the court has ordered No Right of Redemption or the eviction is for breach of lease or tenant holding over action. If No Right of Redemption or a judgment of possession in a breach of lease action or tenant holding over action is ordered, the eviction will continue regardless of payment. McCleary Hill Associates I, L.P. staff will not wait for money or receipts. If tenant is eligible to pay rent to redeem the property but does not have money (cash or money order) or a receipt the set out will begin.

All items will be set out, except food, glass, knives, medicines and flammable substances. Tenants may obtain those items within twenty-four (24) hours by contacting the Maintenance

Department. Items not claimed will be taken to county landfill following the twenty-four (24) hour period.

Items will be set on the public curb for twenty-four (24) hours, at which time, what is remaining will be taken to the County landfill.

## **Exhibit D**

### **GRIEVANCE PROCEDURES**

- I. The Grievance Process as outlined in Exhibit N
- II. **APPLICABILITY (24 CFR 966.51)**
  - A. This Grievance Procedure shall be applicable to all individual grievances as defined below between the Tenant and McCleary Hill Associates I, L.P..
  - B. Because of Tenant's right to a hearing under elements of due process in District Court, prior to eviction, McCleary Hill Associates I, L.P. will exclude from its administrative grievance procedure any grievance concerning an eviction or termination of tenancy that involves:
    - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Landlord property by other Tenants or employees, staff or contractor of the Landlord, or
    - 2. Any violent or drug-related activity on or off the Landlord property or
    - 3. Any criminal activity that results in a felony conviction of a household member.
  - C. This Grievance Procedure shall not be applicable to disputes between Tenants not involving McCleary Hill Associates I, L.P. or to class grievances.
  - D. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Board of Commissioners.
- III. **REQUIREMENTS (24 CFR 966.52)**
  - A. This Grievance Procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all Tenant organizations.
  - B. Any changes proposed in this Grievance Procedure must provide for at least thirty (30) days notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The Landlord shall consider comments submitted before any revisions are made to the Grievance Procedure.
- III. **DEFINITIONS (24 CFR 966.53)**
  - A. **Grievance (or Complaint)** shall mean any dispute which a Tenant may have with respect to the Landlord's action or failure to act in accordance with the Tenant's lease or Landlord policies as set forth in the Admin Plan which adversely affect the individual Tenant's rights, duties, welfare or status.
  - B. **Complainant** shall mean any Tenant whose grievance is presented to the Landlord.
  - C. **Elements of Due Process** shall mean an eviction action or a termination of tenancy in Court in which the following procedural safeguards are required:
    - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

2. Right of the Tenant to be represented by counsel;
  3. Opportunity for the Tenant to refute the evidence presented by McCleary Hill Associates I, L.P. including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
  4. A decision on the merits.
- D. **Hearing Officer** shall be an impartial person appointed by the Landlord, other than a person who made or approved the Landlord action under review, or a subordinate of that person.
- E. **Resident** shall mean the adult person (or persons) (other than a live-in aide):
1. Who resides in the Unit, and who executed the lease with McCleary Hill Associates I, L.P. as lessee of the dwelling Unit, or, if no such person now resides in the Unit,
  2. Who resides in the Unit, and who is the remaining head of household of the Tenant family residing in the dwelling Unit.
- F. **Tenant organization** includes a Tenant management corporation.

#### IV. **INFORMAL SETTLEMENT OF GRIEVANCE (24 CFR 966.54)**

Any grievance shall be personally presented, either in writing or orally, to the McCleary Hill Associates I, L.P. Management at 35 W. Baltimore St., Hagerstown, Maryland, so that an informal conference can be scheduled. The goal of the informal conference is to attempt to resolve the grievance without a formal grievance hearing. The procedures governing the Grievance Hearings (Paragraph VI) do not apply to the informal conferences.

- A. Administrative Grievances are all grievances that relate to non-Maintenance Department issues.
1. Requests for an informal conference to resolve an Administrative Grievances must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the McCleary Hill Associates I, L.P. Management Office.
  2. The last date to request an informal conference will be stated on the Notice of Lease Termination or other Landlord notice sent to the Tenant.
  3. The Housing Operations Director or Director's designee will conduct informal conferences.
- B. Maintenance Grievances are those grievances that arise out of actions or charges from the maintenance operations of McCleary Hill Associates I, L.P..
1. Requests for an informal conference to resolve a Maintenance Grievance must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Management Office.
  2. The last date to request an informal conference will be ten (10) days from the date noted in the lower right hand corner of the work order.
    - a) Within seven (7) days of receipt of the request being forwarded to the Management Office, the Management Office will mail to the Tenant a "Request for Informal Conference Form." This form will note the date that the form was mailed.
    - b) The Tenant must complete the appropriate sections of the form and return the form to the Maintenance Department within ten (10) days of the date noted on the form.
  3. The Housing Operations Director or designee will conduct informal conferences.

- C. The Informal Conference – the complainant will present the grievance. The complainant and the Housing Operations Director (or Designee conducting the conference) will discuss the matter and attempt to resolve the grievance to the satisfaction of both parties.
- D. Summary of Informal Conference – McCleary Hill Associates I, L.P. will prepare a summary of the discussions held in the informal conference. The summary will state the names of the participants, the dates of the informal conference, the nature of the proposed disposition or resolution of the complaint and the specific reasons for the decision, and shall specify the procedures for the complainant to obtain a Grievance Hearing if the complainant is not satisfied by the proposed disposition or resolution of the grievance. One (1) copy of the summary shall be given to the complainant/Tenant and one (1) copy retained in the McCleary Hill Associates I, L.P.'s Tenant file.

**V. PROCEDURE FOR OBTAINING A GRIEVANCE HEARING (24 CFR 966.55)**

- A. Request for Hearing. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a grievance hearing to the McCleary Hill Associates I, L.P. Management Office no later than ten (10) days from the date set forth on the summary from the informal conference. The written request shall specify:
  - 1. the reasons for the grievance; and,
  - 2. the action or relief sought.
- B. Hearing Officer. Selection of the Hearing Officer shall be made by the Executive Director.
- C. Failure to Request a Grievance Hearing. If the complainant does not request a Grievance Hearing as specified in the Grievance Procedure then McCleary Hill Associates I, L.P.'s disposition of the grievance at the Informal Conference shall become final. The complainant's failure to request a Grievance Hearing does not waive their right to contest McCleary Hill Associates I, L.P.'s disposition of the grievance or the matter which gave rise to the grievance in a judicial proceeding.
- D. Hearing Prerequisite. All grievances shall be personally presented either in writing or orally in accordance with the procedures for informal conferences set forth in the Informal Settlement of Grievance section as a prerequisite to a Grievance Hearing., If however, the complainant shows good cause to the Hearing Officer why he or she failed to proceed in accordance with procedures for informal conference, the provisions of this subsection may be waived by the Hearing Officer.
- E. Escrow Deposit. Before a Grievance Hearing is scheduled in any grievance involving the amount of rent (including excess utilities and late fees) that the Landlord claims is due, the complainant must pay an escrow deposit to the Landlord. When the Tenant is required to make an escrow deposit, the amount of the escrow deposit is the amount of the rent (including excess utilities and late fees) the Landlord states is due and payable as of the first day of the month preceding the month in which the Tenant or the Tenant's family's act or failure to act took place. After the first escrow deposit, the Tenant or the Tenant's family must deposit the same amount monthly until the Tenant's complaint is resolved by the decision of the Landlord. All escrow deposits must be made at the Central Office. The Landlord's bank is not authorized to accept escrow deposits.



1. The Landlord will waive the requirement for an escrow deposit where required by 24 CFR 5.630 (financial hardship exemption from minimum rent requirement) or 24 CFR 5.615 (effect of welfare benefits reduction in calculation of family income).
  2. If the Landlord does not waive the requirement for an escrow deposit, the Tenant's failure to make the escrow deposit will terminate the grievance procedure. The Tenant's failure to make the escrow deposit does not waive the Tenant's right to contest the matter that gave rise to the grievance in a judicial proceeding.
- E. Scheduling of Hearings. If the complainant complies with the requirements of this section the Hearing Officer will promptly schedule a Grievance Hearing. The Hearing Officer will attempt to schedule the Grievance Hearing for a time and place reasonably convenient to both the complainant and the Landlord. A written notification, specifying the time, place and procedures governing the hearing shall be sent to the complainant and the appropriate McCleary Hill Associates I, L.P. official.

#### **IV. PROCEDURE GOVERNING THE GRIEVANCE HEARING (24 CFR 966.56)**

- A. The hearing shall be conducted by the Hearing Officer.
- B. The Tenant has the right to a fair hearing:
1. McCleary Hill Associates I, L.P. shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations if so requested, which are in the possession of McCleary Hill Associates I, L.P., and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents at the Tenant's expense. If McCleary Hill Associates I, L.P. does not make documents available for examination upon request by the Tenant, the Hearing Officer may not rely on such documentation at the grievance hearing.
  2. The Tenant has 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;
  3. The Tenant has the right to a private hearing unless the complainant requests a public hearing;
  4. The Tenant has the right to present evidence and arguments in support of Tenant's complaint, to controvert evidence relied on by McCleary Hill Associates I, L.P. management, and to confront and cross-examine all witnesses upon whose testimony or information McCleary Hill Associates I, L.P.'s management relies; and
  5. The Tenant has a right to a decision based solely and exclusively upon the facts and information presented at the hearing.
- C. The Hearing Officer may render a decision without conducting a hearing if the Hearing Officer determines that a decision was made at a previously held Grievance Hearing.

- D. If the complainant or McCleary Hill Associates I, L.P. fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing, for a period not to exceed five (5) working days, or may make a determination that the party failing to appear has waived the right to a Grievance Hearing. Both the complainant and McCleary Hill Associates I, L.P. shall be notified of the determination by the Hearing Officer within five (5) days, provided that a determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Hearing Officer's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first demonstrate that he or she is entitled to the relief sought. McCleary Hill Associates I, L.P. must then show how the Tenant failed to act in accordance with the terms of the Lease or McCleary Hill Associates I, L.P.'s rules, policies or procedures and that McCleary Hill Associates I, L.P.'s action is justified.
- F. The hearing shall be conducted informally by the Hearing Officer and 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 proceeding. The Hearing Officer shall require McCleary Hill Associates I, L.P., the complainant, counsel and other participant spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order at the hearing may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- G. The complainant or McCleary Hill Associates I, L.P. may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. McCleary Hill Associates I, L.P. Landlord must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations 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 in these procedures, must be in an accessible format.

**VII. DECISION OF THE HEARING OFFICER (24 CFR 966.57)**

- A. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, within ten (10) days after the hearing. A copy of the decision must be forwarded to the Tenant and McCleary Hill Associates I, L.P. must keep a copy of the decision in the Tenant file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by McCleary Hill Associates I, L.P. and made available for inspection by prospective complainants, their representative or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the Landlord which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the Board of Commissioners determines, within twenty-five (25) working days and promptly notifies the complainant of its determination that:
  - 1. The grievance does not concern Landlord action or failure to act regarding the lease or McCleary Hill Associates I, L.P.'s regulations, rules, or policies which adversely affect the Tenant's rights, duties, welfare, or status; or

2. The decision of the Hearing Officer is contrary to applicable Federal, State or Local law, or HUD regulations..
- C. A decision by the Hearing Officer or Board of Commissioners in favor of McCleary Hill Associates I, L.P. or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

# **Exhibit E**

## **PET OWNERSHIP POLICY**

### **I. ASSISTIVE ANIMALS**

Assistive or Support Animals are not pets and are not required to be in compliance with the Pet Ownership Policy, therefore, the following provisions do not apply to an Assistive/Support Animals. In addition, EXHIBIT (F) Pet Policy of the HOUSING DWELLING LEASE – PART II does not apply to any Assistive/Support Animal in a Tenant’s Unit. Additional information pertaining to Assistive/Support Animals can be found in the “REASONABLE ACCOMMODATION POLICY”. If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet.

### **II. INTRODUCTION.**

- A. Tenants of McCleary Hill Associates I, L.P. may own pets that are present at the Tenant’s dwelling Unit ONLY in accordance with this policy.
- B. This policy does not apply to animals that are used to assist persons with disabilities. Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.
- C. All pets are considered owned by the head of household of the Unit and that head of household is responsible for complying with the Pet Ownership Policy of McCleary Hill Associates I, L.P.. The term "head of household" includes the terms “Tenant” and “pet owner” when used in this policy.
- D. McCleary Hill Associates I, L.P. may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. McCleary Hill Associates I, L.P. may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if McCleary Hill Associates I, L.P. has just cause that a Tenant should not be permitted to own and maintain a pet.

### **III. PERMITTED PETS: DOMESTIC CATS AND DOMESTIC DOGS** – this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

- 1. Only one (1) domestic cat or one (1) domestic dog shall be owned and housed in a Unit. The animal must be a house pet and shall only be housed inside the Unit.
- 2. No animal shall be permitted at the Tenant’s Unit or on McCleary Hill Associates I, L.P. property until it has been approved and authorized by McCleary Hill Associates I, L.P. Management Office. The Tenant must obtain McCleary Hill Associates I, L.P. approval of the animal prior to bringing the animal into the Unit or

onto McCleary Hill Associates I, L.P. property. The following requirements must be met in order for an animal to be considered for approval:

a) An application for pet approval, provided by McCleary Hill Associates I, L.P., must be completed and submitted to the McCleary Hill Associates I, L.P. Management Office, 35 W. Baltimore St., Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.

b) All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.

c) Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete.

d) Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by McCleary Hill Associates I, L.P..

e.) Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:

- (1) any animal that constitutes a physical threat to human beings or other animals; or
- (2) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or
- (3) any animal that has bitten or attacked a human being or another animal.

f) Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their Unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by McCleary Hill Associates I, L.P..

3. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.

a) Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Landlord for a dog or a cat housed in a Unit. This Pet Security Deposit shall be paid to the Landlord after approval has been given by McCleary Hill Associates I, L.P. for the requested animal and prior to the animal being authorized to be in the Unit. This Pet Security Deposit will be maintained in an escrow account by the Landlord and will be used to correct any damage to McCleary Hill Associates I, L.P. property (inside and out) by the animal after the animal has vacated the dwelling Unit or the Tenant of that Unit has moved out, whichever occurs first.

(1) Tenants of McCleary Hill Associates I, L.P. shall pay a Pet Security Deposit in the amount of Three Hundred (\$300.00) for either a cat or a dog.

(2) If an animal has been removed from the Unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.

(3) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the Unit or McCleary Hill Associates I, L.P. property caused by the animal during a period when the animal is housed in the Unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the Unit.

(4) Under Maryland law, the following may apply to Pet Security Deposits

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

Return of Deposit. Unless the pet is removed from the Unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.

Withholding of Deposit. Upon the earlier of the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Dwelling Unit. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the Pet Security Deposit, within forty-five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the dwelling Unit prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving the dwelling Unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.

Landlord Liability. The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

b) Non Refundable Monthly Fee.

(1) A non-refundable Pet Fee of Ten (\$10.00) per month shall be charged to each Unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of McCleary Hill Associates I, L.P. related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

4. Upon approval of an animal by McCleary Hill Associates I, L.P., written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's Unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.
5. The following rules apply:
  - a) Pet owners shall be responsible for any damage caused by an animal to any McCleary Hill Associates I, L.P. property, including any Unit (inside and outside) or Common Area. Damage outside of a Unit or in a Common Area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on McCleary Hill Associates I, L.P. property.
  - b) Yards and balconies are considered part of a Unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.
  - c) Yards must be maintained in an acceptable manner – the Tenant shall insure that no holes or bare spots due to an animal's use of this space.
  - d) If during an inspection of a Unit:
    - (1) an animal odor is present, it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if McCleary Hill Associates I, L.P. personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.
    - (2) the presence of fleas is detected in the Unit, it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the Unit and any other affected Unit.
    - (3) any pet damage to the Unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.
  - e) When an animal is not inside the Unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.
  - f) Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the Unit accompanies the animal.



- g) There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.
- h) No food or water for animals shall remain outside.
- i) Animals shall not to be left unattended in a parked vehicle.
- j) Animals shall not be left unattended in the Unit for more than ten (10) hours.
- k) Vicious or aggressive animals are not permitted on McCleary Hill Associates I, L.P. property. This includes animals that have been previously certified as non-vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the dwelling Unit by the owner within twenty-four (24) hours after notification of the findings. It is the responsibility of all Tenants to report any such attack to the Health Department.
- l) Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.
- m) When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.
- n) Tenants shall be responsible for removing the animal from the Unit or containing the pet in another room at all times that McCleary Hill Associates I, L.P. personnel or a contractor are performing tasks in the Unit. If tasks are being performed outside the Unit, the Tenant is responsible for keeping the animal in the Unit while the task is being performed.
- o) Only the specific animal that has been approved by McCleary Hill Associates I, L.P. shall be permitted at the Tenant's Unit or on McCleary Hill Associates I, L.P.'s property. Pet sitting in a Tenant's Unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by McCleary Hill Associates I, L.P.) into the Unit or onto McCleary Hill Associates I, L.P. property.
- p) No pets shall be permitted in Common Area rooms, community buildings, outside functions at Common Areas, or on the playground.

All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example, food or feces accumulation on the floor of the Unit, on the patio, on the balcony, or elsewhere.

**B. Birds** - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

1. No prior approval is required for birds kept in accordance with the terms of this policy. McCleary Hill Associates I, L.P. must be notified of the presence of birds. A form will be provided by McCleary Hill Associates I, L.P. for the Tenant to complete.
2. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
3. Only two (2) birds shall be permitted in a Unit. Birds shall not be housed for breeding purposes.
4. Parakeet means that specific breed of bird and not any other member of the Parrot family.
5. Birds are not to be left unattended outside of the Unit, even if caged.
6. Any Tenant owning a Hornbill or other small member of the Parrot family prior to December 31, 2000 shall not be required to remove that bird from the Unit. McCleary Hill Associates I, L.P. must be notified of the presence of any such birds. A form will be provided by McCleary Hill Associates I, L.P. for the Tenant to complete. Any replacement birds obtained must be in strict compliance with the requirements of Item 2 above.

**C. Fish** - this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

1. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. McCleary Hill Associates I, L.P. must be notified of the presence of an aquarium in the Unit. A form will be provided by McCleary Hill Associates I, L.P. for the Tenant to complete.
2. Fish may be maintained in the Unit in an aquarium, which contains not more than 30 gallons of water.
3. Special approval and authorization must be obtained from McCleary Hill Associates I, L.P. for more than one (1) aquarium.
4. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

#### **IV. PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.**

A. For purposes of this provision, the term pets or animals include birds and fish.

- B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners Unit.
- C. There shall be no unauthorized pet in the Unit or McCleary Hill Associates I, L.P. Property.

**Unauthorized pets include, but are not limited to, the following:**

- 1. Reptiles, insects and spiders;
  - 2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.
  - 3. Any bird, other than a parakeet or a bird of canary size or smaller.
- D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the Unit and the approval of the animal will be revoked.
  - E. Pet owners are responsible for the proper and humane care of their pets.
  - F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the Unit immediately.
  - G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.
  - H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.
  - I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3) violations of this policy within a one (1) year period, McCleary Hill Associates I, L.P. may revoke the approval and authorization for the pet.
  - J. If McCleary Hill Associates I, L.P. revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the dwelling Unit and may lose pet ownership privileges for six (6) months.
  - K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the Unit or McCleary Hill Associates I, L.P. property, the Tenant may lose pet ownership privileges for six (6) months.

- L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with McCleary Hill Associates I, L.P..
- M. The failure to remove an animal from the dwelling Unit after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that McCleary Hill Associates I, L.P. attempts to terminate the lease.
- N. Neither McCleary Hill Associates I, L.P. nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the Unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by McCleary Hill Associates I, L.P. personnel or contractors may be hazardous to pets.
- O. Violations of this policy constitute a substantial violation of a material term of the lease.
- P. Nothing contained in this policy is intended to limit McCleary Hill Associates I, L.P. or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or McCleary Hill Associates I, L.P. personnel.
- Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

# **Exhibit F**

## **PHYSICAL PROPERTY STANDARDS**

### **I. PORCHES AT MCCLEARY HILL ASSOCIATES I, L.P.**

Porches must be kept neat and orderly. The following standards apply:

- A. No rugs or carpets of any type are permitted. Mats at the entrance of the doorway is okay.
- B. No charcoal or gas grills of any type permitted in community.
- C. Nothing is to be hung over or attached to the railing.
- D. Only furniture designed for outdoor use is permitted.
- E. Plants are permitted in containers only and must be kept on porches.
- F. Alterations or additions to landscaping shall not be permitted.
- G. Clothes drying racks are not permitted.  
The porch is not to be used for storage. Cardboard boxes, plastic bags, and other articles not directly related to outdoor living are not permitted
- H. Nothing is to be thrown or dropped from the porch.
- I. High winds can blow items from porches. Insure items susceptible to wind lift are properly secured.
- J. Items placed on porch must not interfere with the means of egress.
- K. Trash must be kept in proper containers with tight fitting lids.

### **II. BULK TRASH PICK UP**

No large items to be discarded may be placed on Management's or City's property at any time except at such times and under the conditions set forth in directives issued by McCleary Hill Associates I, L.P. Management or the City for special or bulk trash pickups. Bulk trash set outs at any other time shall be picked up by McCleary Hill Associates I, L.P. Management and the Tenant's account charged. Bulk trash set outs shall be limited to five (5) items.

### **III. CLEAN YARD PROGRAM**

Tenants are required to keep both their front and backyard clean, neat and tidy at all times. Requirements include but are not limited to the following:

- A. No litter/debris/cigarette butts regardless of source.
- B. Trash must be kept in proper containers with tight fitting lids.
- C. Household/automotive items are unacceptable.
- D. Graffiti on exterior surfaces is unacceptable and must be removed immediately. Sidewalk chalk is also considered graffiti and is not to be used.
- E. Storage room doors must be kept locked.
- F. No portable basketball nets are permitted.
- G. Yards and patios shall not be used as storage.
- H. Any lawn furniture/equipment must be easily moved to facilitate mowing.
- I. TV/speaker cables on outside walls of Units are unacceptable.

- J. Lawn furniture/equipment shall not be of the type or so placed as to cause damage to the lawn or plantings.
- K. Tents, screen houses, sun shades, canopies and the like are prohibited. Tenants that have received a citation and continue not to clean their yards will continue to receive citations and will have their yard cleaned by maintenance and shall have their account billed for the time. Citations shall be entered in the Tenant's file. Repeat offenders may be issued a "Notice of Lease Termination."

#### **IV. ENERGY CONSERVATION**

- A. Turn off exhaust fans when not needed.
- B. Keep doors and windows closed in cold weather.
- C. Electric and kerosene heaters are prohibited.
- D. Range and ovens are not to be used as space heaters.
- E. Report all leaking faucets and running toilets immediately.

#### **V. TENANT INSTALLED FENCES ARE NOT PERMITTED**

Tenants are not permitted to install fences.

#### **VI. GARBAGE**

##### **GARBAGE**

Garbage, and recycling bins must be kept on rear porch in secure containers with tight fitting lids and follow lease provisions for time of set-out for garbage pickup. Garbage must always be placed for set-out in a secure container and removed from the curb by the end of the day.

#### **VII. HOUSEKEEPING STANDARDS**

Tenants are required to maintain their dwelling in a decent, safe and sanitary condition. Tenants not complying with housekeeping standards are placed on Special Housekeeping Inspections. Failure to pass inspections could result in the termination of the Tenant's lease.

Special inspections may be triggered by reports from other agencies or other Management departments of substandard housekeeping conditions in the Unit in an effort to bring it up to Management standards. McCleary Hill Associates I, L.P. Management will work with the Tenant to resolve the problem, and will document any progress or lack thereof through available methods to include, but not limited to, inspection forms, video, photographs, etc. If this protocol is triggered three (3) times within a twelve (12) month period, the Tenant will be considered a habitual offender which will result in issuance of a lease termination notice. The failure to comply

with these Housekeeping Standards is considered by Landlord to be substantial breach of a material term of the Lease

The Maintenance Department conducts annual inspections which are documented through Maintenance Inspection Report (MIR). If the MIR triggers a housekeeping inspection for three (3) consecutive years, the Tenant will be considered a habitual offender which will result in issuance of lease termination notice.

Tenants are required to maintain, as a minimum, the following standards:

**A. ALL AREAS**

1. Keep ceiling, walls, floors, crevices and cracks, and other surfaces clean and free of dirt, food, cobwebs, grease, mildew, fingerprints, holes and hazards.
2. Do not put wallpaper or boards on your walls.
3. Keep windows, curtains and blinds clean, operable and free of fingerprints and dirt.
4. Dispose of trash in proper containers (sealed plastic bags in trashcans with tight fitting lids.)
5. Keep all lights operable. Replace burned-out bulbs immediately.
6. Keep furniture, household goods, and lighting clean and free of hazards (inside and out).
7. Keep cabinets, drawers, appliances, furniture, upholstery, curtains, countertops, cracks, crevices and all other surfaces clean and free of food, crumbs, spilled liquids, and dead bugs. Failure to do so will result in infestation of pests.
8. Keep combustible items well clear of furnaces and water heaters.
9. Keep all electrical cords/connections in good safe condition and free from tripping hazards.
10. Do not store flammables such as gasoline in Units.
11. Keep dryers and dryer vents clear of lint. Dryers must be properly vented.
12. Furniture, bicycles, household items, boxes, clothes, newspapers, magazines and other personal goods beyond what is "normal" and "reasonable" are not permitted in your Unit. Your Unit is not a storage space.
13. Keep all walls, fixtures, electrical panels and closets accessible.
14. Keep smoke detectors operable. Notify Maintenance immediately of malfunctioning smoke detectors.
15. TV cables and speaker wiring or similar wires are not permitted on floors where they create a tripping hazard. Run cables/wires across tops of doors. Do not install wiring on outside of Units.
16. Report all missing, broken or leaking components immediately to maintenance (301-733-6916).
17. Carpet cleaning is the responsibility of the Resident. Clean carpets on a regular basis and only with products specifically manufactured for carpets. Removing or replacing existing carpeting or installing other carpeting over the carpeting provided in the unit is prohibited.
18. Swimming, wading pools, hoses and sprinklers are not permitted.
19. Play equipment, of limited size, is permitted and may be located in rear yards only. Equipment must be portable and be capable of being moved off lawn to facilitate regular mowing. Residents are responsible for maintaining equipment, damage to lawns, and for any liabilities resulting in injury from use of such equipment.

**B. THE KITCHEN**

1. Keep your stove and oven clean and free of grease, food, and other spills.
2. Keep refrigerators clean, wiped down, and defrosted, if necessary.
3. Do not store heavy pots and pans underneath your sink.
4. Keep exhaust fan clean and free of grease and food build up.
5. Keep sinks clean and free of grease. **DO NOT PUT FOOD OR GREASE DOWN THE SINK.** Dirty dishes must be washed and put away in a timely manner.
6. Keep countertops clean by wiping down after use and only used for food preparation. Keep dishwashers clean and wiped down.
7. Care should be taken to use a cutting board when slicing vegetables, etc. in order to prevent scratching countertops. Hot pans will also mar the finish on countertops so always use a trivet or hot pad.

#### **C. THE BATHROOM**

1. Keep toilet scrubbed clean and keep foreign objects out of the bowl to prevent clogs.
2. Keep shower, sink and tub clean.
3. Dust exhaust fan to prevent build up.
4. Keep medicine cabinets and vanity cabinets clean and orderly.

#### **D. CLOSETS**

Keep closets clean and orderly.

### **VIII. LAUNDRY FACILITIES**

Washer/Dryer hookups are located within the unit. Initial set-up of washers/dryers will require inspection and approval from management. Contact the maintenance department at 301-733-6916 to schedule an inspection.

### **IX. LOCKOUT SERVICE**

Two keys are furnished to the Tenants at time of occupancy. If Management must respond to a lockout call, the Tenant must present proof of identity (driver's license, social security number, etc.) to the maintenance mechanic. Any damage and associated costs caused by forced entry will be the responsibility of the Tenant. Tenants have the option of calling a local locksmith to gain entry; usually this is less costly than Management's lockout fee. McCleary Hill Associates I, L.P. Management will respond to all lockout calls in accordance with the Schedule of Tenant Charges.

### **X. MAINTENANCE REPAIRS**

Tenants must call the Maintenance Department to notify McCleary Hill Associates I, L.P. Management of any need for repairs. Early reporting of a problem is essential. The maintenance required due to the normal wear and tear of the property is included in the rent. Tenants are charged for the maintenance costs that are a result of negligence, damage, a failure to fulfill Tenant obligations, and unnecessary visits such as when a Tenant reports that the heating system is not working properly and the service call reveals that the heating system is operating correctly and providing the Tenant with heat in accordance with the levels stipulated by local code.



## **XI. MOWING**

- A. Tenants are responsible for removing all lawn furniture and equipment from lawns in preparation for mowing. Tenants that do not properly prepare their lawns for mowing shall be charged in accordance to the Schedule of Tenant Charges.
- B. Periodically, lawns may be treated by McCleary Hill Associates I, L.P.'s contractor with fertilizer and weed control chemicals. PAINT, WALLCOVERINGS, DECALS
- C. Every five (5) years, paint will be furnished, free of charge, for Tenants to repaint the interior of the unit – subject to inspection and approval of workmanship by Management. The Tenant is required to make corrections to the painting if so directed by Management.
- D. No paint other than that furnished by McCleary Hill Associates I, L.P. may be used. If other colors are discovered during inspections, Tenants will be directed to repaint at once at their expense.
- E. Wallpaper, contact paper, stenciling and/or decals of any kind are not permitted to be used on the walls, ceilings, cabinets or appliances. Damages caused by the prohibited use of these products and the labor required to remove them will be charged to the Tenant. Tenant may purchase paint at any time from Management.

## **XII. PEST CONTROL PROGRAM**

Extermination service is provided on a regular basis. This service is provided to all Units and cannot be refused. Schedules for treatment are posted in the monthly newsletter. Tenants must complete the following preparations prior to the scheduled treatment:

- A. Remove all items from the base cabinet at the kitchen sink and bath vanity.
- B. Clean off countertop in kitchen and bath vanity.
- C. Clean out other areas where infestation has been observed.
- D. Advise the exterminator of any problem areas.
- E. Comply with the Landlord's Housekeeping Standards.

If infestation is heavy, the Tenant will be notified by letter that a special treatment will be scheduled. The Tenant must comply with the exterminator's instructions attached to the letter. Tenants will be charged accordingly for treatment of infestations determined to be caused or perpetuated by the Tenant. Tenants may not refuse these treatments. Tenants are encouraged to utilize their own traps following manufacturer's instructions and precautions. If tenant should use their own exterminator and/or traps, it will be at the tenant's expense and will not be reimbursed by McCleary Hill Associates I, L.P..

### **XIII. PICTURES AND FIXTURES**

Small and medium sized pictures and mirrors are permitted. Use hangers that won't mar walls. Do not install extra towel racks, shelves, etc. Damage to walls or woodwork (holes, scratches, marks, etc.) will be repaired by the Maintenance Department and Tenants will be charged for these repairs.

Pictures, hangers, and fans must be carefully removed when the Unit is vacated and the Unit returned to its original condition.

### **XIV. REPAIRS BY TENANTS**

Any repairs performed by the Tenant are to be made utilizing materials and workmanship acceptable to Management. Unsatisfactory work may be replaced by Management at the Tenant's expense.

### **XV. PLAY EQUIPMENT**

Play equipment, of limited size, is permitted and may be located in the rear yards only. Equipment must be portable and be capable of being moved off the lawn area on the rear patio to facilitate periodic mowing. Tenants are responsible for maintaining the equipment, for any damage to the lawns, and for any liabilities resulting in injury from use of such equipment. Trampolines are prohibited.

### **XVIII. SATELLITE DISH TV ANTENNA POLICY**

Tenants choosing to install their own satellite dish must comply with the following standards:

- A. Dishes shall not exceed eighteen (18") inches in diameter.
- B. Dishes shall not be attached to roofs, walls, fences, trees, concrete slabs or any other part of any building.
- C. Dishes may be ground mounted only.
- D. Exposed wiring outside of the building is not permitted. Cables inside the building may not cross aisles of circulation on the floor but must be carried over the doorways and openings.
- E. Exterior junction box shall be of a non-corrosive, non-staining material such as aluminum or PVC. Interior cover plates at outlet box shall be ivory in color. All work shall be neat and workmanlike.
- F. Installation at family Units may only be in side or rear yards. Installation in front yards is strictly prohibited.

- G. All installations must be by a contractor pre-approved by McCleary Hill Associates I, L.P..
- K. All work is subject to McCleary Hill Associates I, L.P.'s approval. Tenants are required to properly maintain the installation and to immediately correct deficiencies noted by McCleary Hill Associates I, L.P. Management.
- L. Tenants, upon vacating the Unit, must remove antennas, mounting and all wiring. All lawns and buildings must be restored to their original condition. Permanently mounted exterior junction boxes, sleeves and interior recessed outlet boxes shall not be removed and shall become the property of the Landlord.
- M. The Tenant shall pay, to McCleary Hill Associates I, L.P., the cost of both pre-installation and post-installation inspections. These costs shall be as listed in the current Schedule of Tenant Charges.
- N. All material and installation costs shall be the responsibility of the Tenant.
- O. Building orientation, trees, and other obstacles shall not be reason to deviate from these standards. Orientation/location of some Units may preclude satellite dish installation.
- P. The Tenant, by installing a dish, shall hold McCleary Hill Associates I, L.P. harmless from all liabilities resulting from damages to, or caused by, the installation of a satellite dish.

**XIX. SNOW AND ICE REMOVAL**

Tenants are responsible to remove snow and ice from walks, stoops, and steps leading to the Unit. Tenants sharing a walk shall clear their half or share the responsibility. If a Tenant fails to remove snow/ice within twenty-four (24) hours, McCleary Hill Associates I, L.P. Management may do so and charge the Tenant.

Snow and ice removal from the parking pads in the rear of the residences are the responsibility of the Tenant. The rear parking pad and the sidewalk leading to the rear of the unit is the responsibility of the Tenant. If the rear sidewalk leading to the Unit is a shared sidewalk, both tenants are to share the responsibility of removing snowing and ice.

**XX. STORAGE STANDARDS**

In general, it is McCleary Hill Associates I, L.P.'s intent that the leased apartment be utilized in a form and physical manner in which it is intended. That the Unit is used primarily as a safe and decent dwelling for Tenant "habitation" (as opposed to a bulk storage area) and that storage of an acceptable and "normal" quantity of items is mainly limited to the properly designated space for such items – e.g. Closets, pantries, exterior storage bins, etc. --- in order to minimize safety hazards associated with fire, tripping, accessibility, etc. It is noted that storage of excessive quantities of refuse and materials (cardboard boxes, paper, etc.) additionally contributes to the presence and infestation of pest insects (roaches, spiders, flies, etc.).

## **GENERAL FLOOR AREA –**

Miscellaneous “floor storage” of items neatly packaged and arranged so as not to impede normal access throughout, along with egress to or from, the apartment is permitted within acceptable limits as listed herein. Electric panels, appliances and plumbing fixtures must be accessible for use and servicing. Floor storage of items shall not block doorways, window egress, bathroom/closet access or general area of travel.

Miscellaneous “floor storage” is material (i.e.: boxes, bags, hampers, containers, etc.) which is stored outside assigned storage spaces (pantries, closets, storage containers) in other areas normally viewed as living spaces (living rooms, bedrooms, kitchens and bathrooms).

Acceptable miscellaneous floor storage is viewed as material NOT EXCEEDING fifteen percent (15%) of square footage living space or exceeding three feet in height. (Pantry and closet areas excluded).

## **KITCHEN AREA**

### **COUNTER AREA**

Storage of kitchen utensil and supply items only at the kitchen area, NOT blocking GFCI receptacle outlets. Counters are primarily a workspace.

### **STOVE AREA**

NO storage of combustible materials on the stovetop surface or in close proximity to the stove burners.

### **PANTRY AREA**

Additional storage of miscellaneous items along with food and kitchen items is permitted so long as such storage is neat and contained within the door opening area. Pantry doors, where applicable, must remain operable. Shelving area must be accessible for use.

## **LIVING ROOM**

This area is primary living space, as opposed to storage area. However, minimal storage of miscellaneous items is permitted provided it is placed in a neat manner at appropriate wall areas. See “general floor area” limitation listed above.

## **BEDROOM AREA**

### **CLOTHES CLOSET AREA**

Storage of items is limited to available floor or shelf capacity within the door opening area. Closet doors **MUST** be operable. All items are to be neatly stacked or placed.

## **BATHROOM AREA**

No storage of items is permitted on the commode or within the bathtub/shower areas, which would limit their intended use and purpose.

## **EXTERIOR PATIOS**

For aesthetic and safety purposes all patio items not used on a recurring basis should be stored in storage rooms. Acceptable storage items at rear yard patio areas include: covered trash receptacles.

## **XXI. TELEVISION/TELEPHONES**

- A. Tenants are encouraged to contract with the local cable service. Cabling and outlets may only be installed by the local cable company or their subcontractors and must comply with McCleary Hill Associates I, L.P.'s policies.
- B. Tenants must comply with the Satellite Dish TV Antenna Policy, see paragraph XVIII.
- C. Tenants are not permitted to tamper with any TV or telephone wiring/cable within their Units that is not their property. Tenants may not access attic spaces.
- D. The Tenant must arrange for telephone service. This service is strictly between the Tenant and the telephone company. McCleary Hill Associates I, L.P. does not supply or repair telephone jacks or wiring. Access to mechanical spaces required by the telephone company will be provided by McCleary Hill Associates I, L.P. Maintenance at no cost, provided twenty-four (24) hours advance notice is given and access is requested during regular business hours. Access shall not be given after hours or on weekends.

## **XXII. UNIT LANDSCAPING**

- A. McCleary Hill Associates I, L.P. Management will trim and maintain foundation plantings and planting beds. Tenants are not to trim plants.
- B. Grounds must be returned to their original condition prior to the Tenant vacating the Unit. Residents are responsible for damage to lawns. Seed is available through the Management Office at no cost.

## **XXIII. VANDALISM TO OCCUPIED UNITS**

Tenants are responsible for all damage and vandalism to the Unit or Community caused by the Tenant, other members of the household, guests, or visitors.

Exterior graffiti/damage or damage from forced entry is immediately reported to the City Police and Management. Resident must furnish Management with a copy of the detailed police report.

## **XXIV. WATER**

In order to conserve, all Tenants must promptly report any leaks or dripping faucets, hoses or fixtures to the Maintenance Department **301- 733-6916**. Insure all faucets are turned completely off when you are not drawing water.

## **XXV. WATERBEDS**

Waterbeds are not permitted due to the potential for leaks and property damage.

**XXVI. WINDOW GLASS & SCREENS**

Repair/replacement of window glass and screens is the Tenant's responsibility. The Maintenance Department will make the repair at the Tenant's expense or the Tenant has the option of having the repair made locally. All new work and materials must match existing.

**XXVII. WINDOW TREATMENT**

McCleary Hill Associates I, L.P. Management provides window treatment. It is the Tenant's responsibility to maintain these items in a manner that shall not deface the appearance of the community. Windows must be treated uniformly and maintained in a neat and orderly fashion at all times. Bent or broken slats are unacceptable.

**XXVIII. MAINTENANCE PROCEDURES**

Routine maintenance repairs are conducted between the hours of 8:00 am and 4:30 pm, Monday through Friday (excluding holidays).

All requests for maintenance must be submitted to the Management Office, either by personal visit or by telephone. A work order will be initiated and distributed to the proper personnel.

The maintenance department has established a preventive maintenance program. This program has been most effective in our efforts to eliminate serious maintenance problems in your community. Your full cooperation with our staff is anticipated and appreciated.

Residents will be charged for the cost of repairs, labor and material for any damage caused to the unit by negligence. The resident will be billed for all such charges.

# **Exhibit G**

## **OXYGEN USE POLICY**

### **I. INTRODUCTION**

Oxygen can be potentially hazardous if handled improperly. Oxygen accelerates combustion in areas where oxygen is used or stored. In order to ensure the safety of all Tenants in our Housing communities and properties managed by the Landlord, the Landlord has established regulations regarding the use or presence of oxygen in our Units.

### **II. GENERAL POLICY**

- A. Tenants must notify McCleary Hill Associates I, L.P. in writing before the presence of any oxygen tank(s) in or on McCleary Hill Associates I, L.P. property.
- B. Oxygen tanks must be secured in a cart or stand designed for such purpose. The cart and/or stand must also be designed to keep the oxygen cylinder upright and protect the main valve from rupture or leakage.
- C. 'Oxygen In Use' and 'No Smoking' signs must be posted on the exterior doors (Unit entrance) and inside the Unit and must be clearly visible to those entering the Unit.
- D. Oxygen tanks are not to be stored near electric or gas heaters or any open flame. Oxygen users should not go within eight feet of any open flame. Oxygen users are prohibited from smoking while oxygen is in use.
- E. Tenants and guests must comply with all recommendations of their supplier regarding the proper use, storage, and maintenance of oxygen and oxygen tanks in their Unit.

## **Exhibit H**

### **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

#### **I. PURPOSE AND APPLICABILITY**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of **2013 (Pub. L. 113–4, 127 Stat. 54) (VAWA 2013)** and more generally to set forth the Landlord’s policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Landlord of the Housing Program under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status who are victims of domestic violence, dating violence, or stalking.

#### **II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the Landlord;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, or stalking;
- D. Creating and maintaining collaborative arrangements between the Landlord, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by the Landlord; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by the Landlord.

#### **III. OTHER POLICIES AND PROCEDURES**

This Policy shall be referenced in and attached to the Housing Authority’s Five-Year Housing Agency Plan. the Housing Authority’s annual Housing agency plan shall also contain information concerning the Landlord’s activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Landlord, the provisions of this Policy shall prevail.



#### IV. DEFINITIONS

As used in this Policy:

A. *Affiliated individual.* (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (2) any individual, tenant, or lawful occupant living in the household of that individual. Under VAWA 2013, the term “affiliated individual” replaces the term “immediate family member”.

B. *Bifurcate.* To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

C. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim(as defined in 18 U.S.C. 2266) , by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner , by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

D. *Dating Violence* – means violence committed by a person—

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a) The length of the relationship.
  - b) The type of relationship.
  - c) The frequency of interaction between the persons involved in the relationship.

E. *Intimate Partner (18 U.S.C. 2266):* Is a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, type of relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction in which the injury occurred or where the victim resides.

*Stalking* – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person’s individual safety or the safety of others; or
2. Suffer substantial emotional distress.–

F. *Sexual assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

G. *Actual and imminent threat* – means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

H. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

## V. ADMISSIONS AND SCREENING

*Non-Denial of Assistance.* The Landlord will not deny admission to the Housing program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, including any adverse factors that are a direct result of domestic violence, dating violence, sexual assault, or stalking provided that such person is otherwise qualified for such admission.

### TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, Housing Tenants following specific protections, which will be observed by the Landlord:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be in good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by the Landlord as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the Tenant’s control, and the Tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - a) Nothing contained in this paragraph shall limit any otherwise available authority of the Landlord to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the Tenant or a member of the Tenant’s household. However, in taking any such action, the Landlord may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other Tenants.
  - b) Nothing contained in this paragraph shall be construed to limit the Landlord from evicting or terminating the assistance any Tenant or lawful applicant if the owner or the Landlord, as the case may be, can demonstrate an actual and imminent threat to other Tenants or to those employed at or providing service to the property, if the Tenant is not evicted or terminated from assistance.

- B. Lease Bifurcation (*Removal of Perpetrator*). Notwithstanding anything in Federal, State or local law to the contrary, the Landlord may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the Tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Landlord.

## **VI. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

- A. *Requirement for Verification*. The Landlord shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Landlord.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form – (HUD form 5382)* by providing to the Landlord a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to the Landlord documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or court record* – by providing to the Landlord a Federal, State, tribal, territorial, or local police or court record (24 CFR 5.2007(d)) describing the incident or incidents in question.

- B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Landlord, to provide verification, must provide such verification within fourteen (14) business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Director or Designee may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Director or Designee. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## VIII. CONFIDENTIALITY

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to the Landlord shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
  1. requested or consented to by the individual in writing, or
  2. required for use in a Housing eviction proceedings, as permitted in VAWA, or
  3. otherwise required by applicable law.
- B. *Notification of rights.* All Tenants of Housing programs administered by the Landlord shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. **EMERGENCY TRANSFER REQUESTS** A person seeking an emergency transfer for protection under VAWA must verify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. One way to satisfy this requirement is to fill out and submit to the Landlord, HUD Form – 5382 which is located on our website.

X. The Landlord will consider Lease bifurcation as provided in 24 CFR 5.2005 in circumstances' involving Domestic Violence, Dating Violence, Sexual Assault, or stalking addressed in 24 CFR Part 5, Subpart L.

### **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

#### **Emergency Transfers**

The Landlord is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> HHA allows tenants who are victims of domestic violence,

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of HHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HHA is in compliance with VAWA.

## **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HHA's management office and submit a written request for a transfer to Landlord at 35 W. Baltimore Street, Hagerstown MD 21740. Landlord will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

## **Confidentiality**

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<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

HHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

HHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HHA has no safe and available units for which a tenant who needs an emergency is eligible, HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachments: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking and HUD Form 5382.

## **X. COURT ORDERS/FAMILY BREAK-UP**

*Court orders.* It is the Landlord's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Landlord. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

## **XI. RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of the Landlord to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Landlord staff becomes aware that an individual assisted by the Landlord is a victim of domestic violence, dating violence, sexual assault or stalking, the Landlord will refer the victim to such providers of shelter or services as appropriate. This Policy does not create any legal obligation requiring the Landlord either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

## **XII. NOTIFICATION (24 CFR 5.2005(a))**

In accordance with VAWA 2013, The Landlord will provide written notification to the Housing Choice Voucher applicants and Tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at the following times;

- A. at the time an applicant is denied assistance or admission;
- B. at the time the individual is provided assistance or admission under the covered housing program; and
- C. at the time that any notification of eviction or notification of termination of rental assistance is issued.
- D. at the time of recertification.

The notification will also include the VAWA Certification Form described in Section 22.7(A) 1 above to be used as verification to the Landlord for any resident or applicant claiming protection under the Act. The notices will include VAWA Appendix A – HUD Form 5380, VAWA Appendix C – HUD Form 5380, and Emergency Transfer Request Form.

## **XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

## **XIV. AMENDMENT**

This policy may be amended from time to time by the Landlord as approved by the Board of Commissioners.

# Exhibit I

## Parking Policy - McCleary Hill Associates I, L.P.

Parking on property owned/managed by McCleary Hill Associates I, L.P. is a privilege and not a right. This Policy has been designed to allow for adequate and controlled parking. Any vehicle that appears abandoned, disabled, and/or displays expired or otherwise illegal state-issued registration (license plates) may be towed without notice. Non-residents have no expectation of the same privileges as residents. The Policy is enforced and McCleary Hill Associates I, L.P..

### G. Citations, Towing, and Loss of Parking Privileges

1. Citations are issued for violations of the parking policy. Some examples of violations are:
  - Unregistered vehicle
  - Transfer of permit [subject to immediate tow]
  - Parking in a reserved area
  - Unauthorized use of a handicapped space
  - Altering/falsifying permit [subject to immediate tow]
  - Parking in No Parking area (or area not marked as permitting parking)
  - Double-parking
  - Washing/Working on vehicle (where prohibited)
2. Vehicles which accumulate three (3) or more citations may be towed immediately upon the issuance of the third citation and on each subsequent citation. If the vehicle belongs to a resident, the resident's parking privileges may be suspended for a period of sixty (60) days during which time they will not be allowed to park on McCleary Hill Associates I, L.P. property. Residents will be notified in writing of the dates of the suspension. If a resident believes the suspension is unfair, they may file a written appeal with the Executive Director of the Hagerstown Housing Authority or his designee, within seven (7) calendar days of receiving the suspension letter. The notification letter will explain the appeal process. The resident will be notified of the decision on their appeal within (7) calendar days of consideration of the appeal. If a meeting is scheduled, the decision on the appeal will be issued within seven (7) calendar days of the meeting.
3. A vehicle with suspended parking privileges will be towed each time it is discovered on McCleary Hill Associates I, L.P. property after being suspended. Repeated violations during suspension may result in the resident's parking privileges being permanently revoked.
4. A vehicle belonging to a non-resident which has incurred three (3) or more citations, thereby showing a disregard for McCleary Hill Associates I, L.P.'s parking policies, may be towed upon the issuance of the third citation and for each subsequent violation.



# **Exhibit J**

## **VISITATION POLICY**

A *guest/visitor* is defined as a person temporarily staying in the Unit any part of the day or night, without regard to the length of stay, with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The number of overnight visitors may not cause the total number of persons in the dwelling Unit to exceed the occupancy standards for the dwelling Unit as set forth in .local code.

The tenant has the right to exclusive use and occupancy of the leased Unit by the members of the household authorized to reside in the Unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4]. The head of household is responsible for the conduct of visitors and guests, inside the Unit as well as anywhere on or near McCleary Hill Associates I, L.P.'s property [24 CFR 966.4].

- Visitors staying more than seven (7) consecutive days must obtain a visitors pass. The total number of visitation days, with or without a visitor pass, cannot exceed forty-two (42) cumulative visitation days in any twelve (12) month period. All visitors eighteen (18) years of age and older may be required to provide a photo ID.
- Visitor passes are issued at the discretion of McCleary Hill Associates I, L.P. and contingent on the applicant screening process.
- A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure or family member on military leave).
- An exception will not be made unless the tenant can identify and provide documentation to the satisfaction of McCleary Hill Associates I, L.P., of the residence to which the guest will return at the conclusion of the visitation period.
  - Former residents who have been evicted for criminal or drug activity or disturbances within the last twelve (12) months are not permitted as overnight guests.
  - Under no circumstances will a person whose name appears on Managements No Trespass list be permitted as a guest.
  - Guests who represent the Unit address as their residence address for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the Unit beyond the allowable time limit will be considered unauthorized occupants, and their presence will be considered by Landlord to be a substantial violation of a material term of the Lease.

The cumulative restriction does not apply to a Tenant with joint custody of a child when the Tenant is not the primary custodian of the child but shares custody or familial visitation. In this case, the child will be considered a visitor of the non-primary custodian unless/until the child spends more than one-half (1/2) of the calendar year (cumulative) with the non-primary custodian (Tenant). If this is the case, the child is no longer considered a visitor, and the Tenant will be required to add the child to their lease. The Tenant must notify McCleary Hill Associates I, L.P. of the presence of the non-custodial child within fourteen (14) days of the first visit, as well as the determined or anticipated terms of visitation. The non-custodial parent/Tenant shall be required to provide documentation of the terms of visitation/custody.

Fulltime college students who were part of the family prior to going to college but who have been removed from the Lease and who now live at college during the school year and who are not

considered an unauthorized member of the household may visit for up to one hundred twenty (120) days per year without being considered a member of the household. In such cases the family will not be entitled to an additional bedroom and must submit to McCleary Hill Associates I, L.P. documentation that the student is currently enrolled in college, and must request and receive authorization from Management for the planned dates of visitation (i.e., student days off within the academic calendar)

A full time college student who is on the lease and is a member of the household is not subject to this paragraph.

**McCleary Hill Associates I, L.P. will review the following types of documentation to help in its determination of a visitor's status:**

- Absence of evidence of any other address could be considered verification that the visitor is an unauthorized occupant.
- Statements from neighbors, police reports and/or any other reliable source will be considered in making the determination.
- Use of the Unit address by the visitor for any reason could be construed as the Unit address being primary place of residence.

The burden of proof that the individual is an authorized occupant or visitor is entirely on the family. In the absence of such proof, the individual will be considered an unauthorized occupant and McCleary Hill Associates I, L.P. Management will consider this to be a substantial violation of a material term of the Lease and may take lease enforcement action against the Tenant.

# **Exhibit K**

## **SMOKE-FREE HOUSING POLICY**

effective August 1, 2014

### **I. INTRODUCTION**

McCleary Hill Associates I, L.P. is committed to providing healthy and safe living conditions for our residents. HUD strongly recommends and supports the idea that Landlord's implement no-smoking policies in all Housing Units. To that end, McCleary Hill Associates I, L.P. has a No-Smoking Policy which is fully in effect.

### **II. GENERAL POLICY**

- A. Smoking is not permitted on McCleary Hill Associates I, L.P. property except in areas designated for smoking. Smoking will not be permitted in housing Units, Common Areas, Administration building, community buildings, and playgrounds. The smoking ban applies to all residents, family members, applicants, guests, employees, contractors or other person(s) on McCleary Hill Associates I, L.P. property.
  
- B. Smoking will be permitted at designated smoking areas and/or at locations which are a minimum of 25 feet from any building entrance, window, or a closed or semi-closed entryway, whether covered, top or side. Also, smoking is prohibited on a handicap ramp leading to a specific entrance regardless of distance to the building.
  
- C. Periodic smoking cessation classes will be scheduled for residents wishing to participate. Notification of such events will be published in the resident newsletters and/or announced at resident meetings. Participation is not required but is being offered to those tenants who wish to stop smoking.
  
- D. Any resident, family member, guest or other person in violation of the No-Smoking Policy will be deemed to be in violation of the material term of the lease and could face eviction.

## EXHIBIT L

### MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

#### ADDENDUM TO LEASE

WHEREAS, the Owner has received a loan from the Department of Housing and Community Development, a principal department of the State of Maryland or the Community Development Administration, a unit of the Division of Development Finance of the Department of Housing and Community Development (the “**Department**”); and

WHEREAS, as a condition to receiving the loan from the Department, the Owner must provide rental housing to households of limited incomes; and

WHEREAS, the Tenant may be required to have an annual income which does not exceed certain income limits established by the Department, in order to be eligible to occupy the rental unit identified in the Lease (the “**Rental Unit**”);

NOW, THEREFORE, it is hereby agreed and understood by the Tenant that the following conditions apply to this Lease:

The Tenant is required to provide to the Owner, at the time of application and once a year thereafter, information necessary for the completion of the Department’s Form Owner's Certificate of Continuing Program Compliance, or its equivalent, acceptable to the Department. This form requires the tenant to certify each year information about Tenants current income and household composition, and to provide documentation acceptable to the Department to support the information provided to the Owner as to income and household composition;

*[remainder of page intentionally left blank]*

This ADDENDUM is hereby incorporated into and hereafter is a part of the Lease by and between Tenant and Owner for rental unit # \_\_\_\_\_ located at \_\_\_\_\_.

TENANT:

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

TENANT:

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

OWNER/MANAGING AGENT:

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# EXHIBIT M

**Tenancy Addendum**

**U.S. Department of Housing**

OMB Approval No. 2577–

**Section 8 Project-  
Based**

**and Urban Development**

0169

**Voucher Program**

Office of Public and Indian  
Housing

(exp. 07/31/2022)

(to be attached to the lease)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

## **Instructions for use of Tenancy Addendum:**

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions. Part B: Tenancy addendum (no information is entered in this part).

## **How to fill in Part A - Section by Section Instructions:**

### **Section 2: Tenant**

Enter full name of tenant.

### **Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

### **Section 4. Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

### **Section 5. Initial Lease Term**

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

### **Section 6. Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

### **Section 7. Initial Tenant Rent**

Enter the initial monthly amount of tenant rent.

**Section 8. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 9. Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Part A of the Tenancy Addendum**

(Fill out all of the information in Part A.)

**1. Contents of Tenancy Addendum**

This Tenancy Addendum has two parts: Part A: Tenancy Addendum Information Part B: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy):

The initial lease term ends on (mm/dd/yyyy):

**6. Initial Rent to Owner**

The initial rent to owner is: \$

**7. Initial Tenant Rent**

The initial tenant rent is: \$ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

**8. Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**9. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type		Provided by		Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					Provided by
Range/Microwave					
Other (specify)					

**Signatures: Owner**

**Tenant**

\_\_\_\_\_  
 Print or Type Name of Owner  
 Print or Type Name of Family Representative

\_\_\_\_\_  
 Signature



Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory  
Print or Type Name of Family Representative

\_\_\_\_\_  
Date  
Date

**Part B of the Tenancy Addendum**

**1. Section 8 Project-Based Voucher (PBV) Program**

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant’s family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

#### **4. Rent to Owner**

a. The initial and redetermined rent to owner are established in accordance with HUD requirements.

b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

#### **5. Family Payment to Owner**

a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non- housing services such as food, furniture or supportive services provided by the owner.

f. The owner must immediately return any excess rent payment to the tenant.

## **6. Other Fees and Charges**

a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## **7. Maintenance, Utilities, and Other Services**

### **a. Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### **b. Utilities and Appliances**

(1) The owner must provide all utilities needed to comply with the HQS. (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

## **8. Termination of Tenancy by Owner**

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity. (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes: (a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA” and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1). (b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant’s household or any guest or other person under the tenant’s control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant’s household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats: (a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant; (b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;



(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(14) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

#### h. Owner Notice of Grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

### **9. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

### **10. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

### **11. Family Right to Move**

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements. b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

### **12. Security Deposit**

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### **13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

### **14. Conflict with Other Provisions of Lease**

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

### **15. Changes in Lease and Rent**

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The

PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

## **16. Written Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## **17. Definitions**

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Excepted Unit.** A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA- approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 project-based voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

## Exhibit N: PBV Lease Rider

**A. Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- i.** A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction;
- ii.** 14 days in the case of nonpayment of rent; and
- iii.** 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

**B. Grievance Process.** HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i.** In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),<sup>1</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

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<sup>1</sup> § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
  - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
- ii.** An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
- iii.** The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- iv.** The PHA (as owner) provide opportunity for an informal hearing before an eviction.