

# HOUSING AUTHORITY OF BILLINGS LEASE AGREEMENT

## THIS LEASE IS IN TWO PARTS:

**Part I establishes the Terms and Conditions of the Lease.** These apply to all residents.

**Part II is the Lease Contract.** This is executed by the resident and all adult household members and the Housing Authority of Billings including Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household.
- Unit address, occupancy date.
- Pro-rates and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease)
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Housing Authority of Billings working hours.
- Section 504 contact person.



## PART I : RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

**THIS LEASE AGREEMENT** (called the "Lease") is between the Housing Authority of Billings, (called "PHA") and Tenant named in Part II of this lease (called "Tenant"). [966.4(a)]

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

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

Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section XIV. [966.4(f)(3)]
- (c) Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]
- (d) The Housing Authority of Billings Board of Commissioners adopted a No Smoking Indoors Policy for the Public Housing Program. This policy applies to all rental units, garages, common areas and any other indoor area of the Public Housing Program. Smoking will only be allowed in an outside HA designated area. At no time will smoking be permitted by windows or doorways. This policy applies to tenants, guests, employees and contractors/vendors.

**Violation of this policy is immediate grounds for termination of tenancy.**

### II Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section VII, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)]  

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4 (c)]

The PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy shall determine the amount of the Total Tenant Payment and Tenant Rent. [966.4 (c).
- (b) **Rent is DUE and PAYABLE on the first day of each month and shall be considered delinquent after the sixth calendar day of the month.** Rent may include utilities as described in Section VI below, and may include maintenance services other than normal wear and tear. [966.4 (e)(1) & (3)]  

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

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

- (a) Maintenance costs — The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with Schedule of Maintenance Charges posted by PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
- (b) Excess Utility Charges – At developments where utilities are provided by PHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to tenants who pay their utilities directly to a utility supplier [966.4(b)(2)].
- (c) Installation charges for tenant-supplied air conditioners.
- (d) Charges for service of notice.
- (e) Late Charges – A charge of \$25.00 for rent or other charges paid after the sixth calendar day of the month. [966.4 (b)(3)] PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due.

**IV. Payment Location:** Rent and other charges can be paid at the Housing Authority Office located at 2415 1<sup>st</sup> Avenue N. PHA will not accept cash or 2-party checks. Payment must be made by cashier check, personal check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit**

- (a) Tenant Responsibilities: Tenant agrees to pay an amount of \$\_\_\_\_\_. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)] The security deposit must be paid in full before receiving the keys and possession of the unit.
- (b) PHA's Responsibilities: PHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

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

The return of a security deposit shall occur within 30 days after Tenant moves out. If no charges are assessed, the deposit will be returned within 10 days. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

You will be responsible for any charges due the Housing Authority over and above the security deposit. You will have ten (10) days to pay any balance owing or legal action will be initiated.

Please give your Administrator as much notice as you can that you are vacating your unit.

The security deposit will not be returned if a 30-day notice is not submitted in writing to the Housing Authority.

It is your responsibility to provide us with your new address.

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

- (a) PHA Supplied Utilities: The PHA will supply water, sewer service and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

PHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written

approval of PHA. For the St Johns complex monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Excess Utility Cost Schedule attached to the lease or posted in the Housing Authority office. [966.4 (b)(2)]

- (b) Tenant-paid Utilities: If Tenant resides in a development where PHA does not supply electricity and natural gas, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, PHA will pay a utility Reimbursement each month. [5.632]

PHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance. A change in Tenant Rent due to allowance change will take effect at the next interim or annual recertification [966.473(c)]

Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the allowance for Utilities, Tenant shall receive the benefit of such savings.

- (c) Tenant Responsibilities:

- (1) Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [966.4 (f)]
- (2) Tenant agrees not to use space heater in dwelling units. In the event that you lose heat to your unit due to a system failure, the HAB will provide a heat source for you.

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

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. With the prior written consent of PHA, members of the household may engage in legal profitmaking activities in the dwelling unit with the exception of daycare. [966.4(d)(1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the PHA Administrator, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease, THEN; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

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

1. The status of each family is to be re-examined at lease once a year. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]
2. Tenant agrees to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]
3. Please notify your administrator immediately of any of the following changes:
  - (i) Loss or addition to the number of family members through birth, death, adoption, marriage or divorce
  - (ii) You or any family member goes to work
  - (iii) You or any family member stops working
  - (iv) You or any family member change jobs (from one company to another company)

- (v) You or any family member becomes unemployed. When you get a “Letter of Determination of Benefits” take it to your Administrator to verify your benefits
- (vi) You or any family member START receiving benefits (TANF, SS, SSI, SSDI, Unemployment, Child Support, Worker’s Compensation, etc.) or you or any family member STOPS receiving benefits from any source.
- (vii) You or any family member receive a lump-sum payment for the delayed start of payments such as TANF, Child Support, SS, SSI, SSDI, Annuities, Insurance, Retirement, Pensions, Disability or Death Benefits or other similar payments. Report this information to your Administrator immediately so you rent can be adjusted.
- (viii) Disabled or elderly residents will need to furnish proof of ongoing “out-of-pocket” medical expenses. These are expenses that are not covered by Medicare, Medicaid, or supplemental insurance policies.

If you have daycare expenses (for children 12 years old and under or who are disabled) and you or your spouse work or go to school, this expense may be deducted from your income before your rent is calculated. Please provide your Administrator with a signed statement from your daycare provider stating the amount you actually pay for daycare and what period of time the expense covers. Only those “out-of-pocket” expenses not covered by other programs may be considered.

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

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

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

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

4. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]
  - (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant’s TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.
 

Tenant must report all changes in income amount or source within 30 days of the occurrence on the Housing Authority change form and with documentation of the change. Changes must be received by the 15<sup>th</sup> of the month to take effective the first of the following month. Failure to report within the 30 days may result in a retroactive rent charge and/or termination of rental agreement.
  - (b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Any addition to family composition **excluding natural births, adoptions, and court awarded custody**, must be requested and approved by the Housing Authority before anyone moves into the Unit. All decreases in the family composition must be reported within 30 days to the PHA administrator. Failure to report these changes may result in a retroactive rent charge and/or termination. [966.4 (c)(2)]
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
2. In the case of a rent increase when a \$50.00 increase in monthly income occurs and is reported within 30 days of the occurrence the increase will become effective the first day of the following month. If the 30 day reporting period ends after the 15<sup>th</sup> of the month, the increase will become effective the first day of the 2<sup>nd</sup> following month.
3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition or failure to report an increase in income, PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred and/or termination.

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

1. Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. PHA may move a Tenant to another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
4. A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given 30 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease. [966.4 (c)(3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4(c)(4)]
7. PHA will consider any Tenant requests for transfers in accordance with the transfer policy established in the Admissions and Occupancy Policy.

**VIII. PHA Obligations** [966.4 (e)]: PHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (c)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and equipment, including elevators supplied or required to be supplied with PHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease; [966.4(e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by PHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in

amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When PHA is required to afford Tenant the opportunity for a hearing under the PHA Grievance Procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with [966.4(1)(3)] shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process had been completed. [966.4(e)(8)]

**IX. Tenant's Obligations: Tenant shall be obligated:**

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
- (b)
  1. Not to give accommodation to boarders or lodgers; [966.4 (f)(2)]
  2. Not to give accommodation to long-term guests (in excess of 14 days per year) without the advance written consent of PHA. (A guest registration form must be obtained and completed prior to receiving written consent of PHA.)
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the lease, and not to use or permit its use for any other purpose. [966.4 (F)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]
- (d) To abide by necessary and reasonable regulations promulgated by PHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the Housing Authority office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 ((f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.5(f)(6)] This includes keeping the yard watered, free of debris, litter, and snow removal in assigned areas. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. BE CAREFUL – water hoses left connected to the faucet may freeze during cold weather. Frozen faucets may lead to broken pipes. To avoid this danger, please remember to disconnect your hoses if there is even a possibility that it may freeze. You will be charged if the exterior faucet or piping is broken due to your neglect. [966.4(g)]
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [966.4(f)(7)] To refrain from, and cause members of tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and equipment including elevators. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.5(f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. Normal wear and tear does not include cuts, burns, holes, dents or stains of any size in the floor covering, cabinets, countertops, doors, woodwork, fixtures or appliances. [966.4(f)(10)]
- (k) Fences are installed at some of the premises for the safety of your family. It is your responsibility for closing the gates on entering or leaving the unit. If there are any damages to the gate or fences, it is your responsibility to notify the Housing Authority. It is also your responsibility to supervise family and guests at all times. If a gate or fence is broken or being repaired, ensure your family and guests are being watched. It is your responsibility.

- (l) To act, and cause household members or guests to act in a manner that will;
  - 3. Not disturb other residents' peaceful enjoyment of their accommodations. Remember, quiet hours are from 10:00 p.m. to 7:00 a.m. seven (7) days a week. Curfew is 10:00 p.m. for minors. If you experience any problems with noise, neighbors, etc., please write down the date, time and incident, and contact your Administrator with the information.
  - 4. All family members/guests on the premises must be under direct adult supervision at all times. No one shall be allowed to play with B-B guns, bows and arrows, slingshots, or any other hazardous items on the premises. These could be grounds for an eviction. These items are hazardous to the safety of others and will be confiscated. No one shall be allowed to climb in trees or on the roofs of buildings.
  - 5. Be conducive to maintaining all PHA properties in a decent, safe, and sanitary condition. [966.4(f)(11)]
- (m) To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control, shall not engage in:
  - 1. Any criminal activity on or off the premises that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
  - 2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act). [966.4(f)(12)]
  - 3. Violent criminal activity committed on or off Management's property.
  - 4. Behavior that would indicate that the tenant or any member of the tenant's household abuses alcohol in such a manner that would interfere with the health, safety or right to peaceful enjoyment of the premises by the other residents.
- (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. Tape may remove the finish from doors, please do not tape anything on doors. To make no changes to locks or install new locks on any doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture nails are acceptable) without authorization by PHA. No nails or tacks are to be placed in any doors or woodwork.
- (o) To occupy the unit on a regular and continuous basis (5 days out of 7 days per week) and to be the tenant family's only place of residence. To give prompt prior notice to PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week. If the tenant family fails to notify the Housing Authority of any absences of more than seven days, the Housing Authority may consider the property abandoned. During the absence of the tenant in excess of seven days, the Housing Authority may enter the dwelling unit at times reasonably necessary.
- (p) To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff. Use of racial slurs may be cause for immediate termination.
- (q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Montana anywhere on the property of PHA. Discharge of any firearm on PHA premises is grounds for immediate termination of the tenancy.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon premises. Do not store anything around or on water heater or furnace/boiler. To refrain from disabling smoke detectors.
- (s) The burning of candles is absolutely not allowed. No open flames such as fondue pots, barbecues, incense burners, etc., are allowed in the dwelling units.
- (t) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

- (u) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit. No exterior TV or satellite dishes are allowed. Only PHA authorized personnel are allowed on roofs.
- (v) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- (w) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy or Auxiliary Aide policy.
- (x) To remove from PHA property any vehicles without valid registration stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site. All automobile tires must be inflated. Washing automobile on project site is not allowed. **Any visiting guests of the Tenant should park on the street, not in the parking spaces provided for the Tenant.** Trucks, trailers, or buses may be parked only with the written permission of the Housing Authority.
- (y) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by PHA. Costs for removal, storage and disposal shall be assessed against the former tenant.
- (z) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to have contributed to any damage that occurs. Notify the Housing Authority immediately of any water leaks you are unable to clean up or stop. There are water shut-off valves behind each toilet, under each sink and laundry hookups if an emergency arises.
- (aa) When it has been established that damage to the premises, equipment or grounds is due to misuse or neglect by the resident, members of the household or guests, the resident will be charged for the damage. Residents will also be charged for all broken glass and for the replacement of damaged screens **REGARDLESS OF THE CAUSE**. The only exception to this is a filed police report indicating break-ins or vandalism done by others than those listed as family members or guests.
- (bb) Report any weather damage within twenty-four (24) hours.
- (cc) Keys, Lockouts, and Lock Change: You have been issued two keys to your unit. Should you lose the key to your unit, you may have another one made at the Housing Authority office for a fee. If you are locked out of your unit, please call 245-6391 during business hours and 248-4111 after hours. A charge will be assessed. Lock changes may be requested and a charge will be assessed. Mailbox keys are supplied by the post office.
- (dd)
  1. Not to commit any fraud in connection with any Federal housing assistance program, and
  2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (ee) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (ff) For each adult in the Tenant's household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (gg) Exclusion Rule: The Housing Authority of Billings is committed to providing a safe and decent environment through HAB's property. Tenant agrees to HAB's reservation of the following rights to aid in providing a safe and decent environment throughout HAB's property.
  1. HAB reserves the right to prohibit non-HAB residents soliciting and/or trespassing on HAB property.

2. HAB reserves the right to exclude non-residents, including but not limited to Tenant's guests who: (1) disturb other residents' peaceful enjoyment of their accommodations, community facilities, or other areas of HAB property; (2) engage in illegal or other activity which would impair the physical or social environment on HAB's property; (3) engage in any criminal activity threatening other residents, HAB employees, contractors, and/or law enforcement official's health, safety or peaceful enjoyment of HAB's properties; (4) engage in drug-related criminal activity on HAB property; (5) destroy, deface, damage or remove HAB's equipment, vehicles, and/or any part of the dwellings, buildings, facilities, or other areas of HAB's properties; (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons on HAB's property; and/or (7) intentionally violate HAB's rules, regulations, policies, and/or procedures established for the benefit and well being of HAB's residents, property, and law enforcement officials.
3. Any Tenant who disagrees with HAB's excluding of a guest may submit the matter to the Grievance Procedure process.
4. Any person excluded under this Section shall be excluded for a period determined by the Executive Director or one (1) year from the date they are notified of the exclusion, whichever is shorter.

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

PHA Responsibilities:

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

Tenant Responsibilities:

- (a) Tenant shall immediately notify the PHA Administrator of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. The Housing Authority recommends renter's insurance to insure your personal property against loss or theft. Personal property is not covered in the structural insurance we maintain on your unit. Please contact your insurance agent for more information. [966.4(h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

#### **XI. Move-in and Move-out Inspections**

- (a) Move-in Inspection: PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement detailing the condition of the dwelling unit and outside area noting any equipment provided with the unit. The statement will be signed by PHA and Tenant and a copy of the statement retained in Tenant's folder. Note: when you vacate the unit, this report will be compared with the move-out inspection performed to determine the condition in which the unit was left. [966.4(1)]
- (b) Move-out Inspection: PHA will inspect the unit at least 48 hours prior to termination date and provide the tenant a written checklist of any additional cleaning or other items for which the tenant is responsible. Tenant and/or representative may join in such inspection. After the inspection, the tenant will have 48 hours

to do additional cleaning or correct other items specified. If those items are not cleaned or remedied, tenant will be charged according to posted maintenance rate schedule. [966.4(i)]

Leave all issued equipment, including hoses, sprinklers, ice cube trays, and water keys. For single family homes in addition to the above listed items, also leave brooms, rakes, and shovel in unit upon your departure.

Return all keys to your unit to the Housing Authority office. If your lease terminates on a weekend, return your keys to the Housing Authority by 10:00 am Monday morning.

Please lock your windows and doors before turning your keys in to the Housing Authority.

In the winter months, make sure you leave heat on in your unit.

## **XII. Entry of Premises During Tenancy**

### (a) Tenant Responsibilities:

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit to prospective tenants. [966.4(j)(1)]
2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

### (b) PHA's Responsibilities:

1. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4(j)(1)]
2. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4(j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4(j)(3)]
4. Management and Maintenance will perform an annual preventative maintenance inspection.
5. Annual inspections of housing units are required by federal regulation. A letter is sent from the Housing Authority to advise you of the date of the inspection. Inspections of the dwelling unit and equipment will be made to determine whether repairs or maintenance are necessary to preserve the property in good working order. Report maintenance problems as they occur. Do not wait for this inspection to report any maintenance problems.

## **XIII. Notice Procedures**

- (a) Tenant Responsibility: Any notice to PHA must be in writing, delivered to the Housing Authority office or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- (b) PHA Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4(k)(1)(i)].
- (c) PHA will give a 14-day notice to remedy lease violations as stated in Section 70-24-422 of the Montana Residential Landlord and Tenant Act.
- (d) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (e) If Tenant is visually impaired, all notices must be in an accessible format. [966.4(k)(2)]

**XIV. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by PHA and Tenant.

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(l)(2)]

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due: [966.4(1)(2)]
  2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due. If a tenant fails to pay rent after a 14-Day Notice has been sent, the rental agreement will be terminated. If two (2) 14-Day Notices to Vacate have been issued for non-payment of rent and a third failure to pay rent on time occurs within a six-month period, a 30-Day Notice to Vacate will be issued. Note: even if rent is subsequently received, the 30-Day Notice to Vacate for late payment breach will still be upheld. [966.4(1)(2)]
  3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities. If the utilities are disconnected for non-payment, the PHA will allow you ten (10) days to get them reestablished. If they are not turned back on you will be issued a 30-day notice. [966.5(l)(2)]
  4. Misrepresentation of family income, assets, or composition; [966.4(c)(2)]
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations; [966.4(c)(2)]
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
  7. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer; (966.4(l)(2))
  8. Any fire on PHA premises caused by carelessness, unattended cooking, and/or burning candles. [966.4(l)(2)]
  9. Violation of the exclusion rule.
  10. Violation of the no smoking indoors rule.
- (b) PHA shall give written notice of the proposed termination of the Lease of:
1. 14 days in the case of failure to pay rent;
  2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened;
  3. 30 days if 14-day notice violation is not remedied. [966.4(l)(3)(i)(A), (B) & (C)]
  4. If substantially the same act or omission that constituted a prior non-compliance of which notice was given recurs within 6 months, a 30-day notice will be issued.
- (c) The notice of termination:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4(l)(3)(ii)]
  2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4(l)(3)(ii)]
  3. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
  4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4(l)(3)(iv)]

5. When PHA is not required to offer the Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedures to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff for a drug-related criminal activity. [966.4(l)(3)(v)]
  6. PHA may evict Tenant from the unit only by bringing a court action. [966.4(l)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above. Tenant acknowledges that rent and utilities are payable for thirty days (30) days from the date Tenant notifies Management in writing of the intention to terminate tenancy. If rent becomes due after notice is given, the rent will be prorated for that period and shall be payable.
  - (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and/or the family members, and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(l)(5)]
  - (f) When a PHA evicts a Tenant from a dwelling unit for criminal activity PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4(l)(5)(ii)]
  - (g) Abandonment: If the tenant abandons the unit, the Housing Authority must wait a five-day period since first notice of such abandonment to remove the tenant's personal belongings and take possession. The Housing Authority will inventory and store the belongings. The Housing Authority will comply with applicable State of Montana notification requirements for abandoned property. Upon issuance of certified notification letter mailed to last known address, the tenant will have fifteen (15) days to contact the Housing Authority and remove possession. If the tenant fails to do so, the property will be disposed of or sold.
  - (h) **VAWA - Domestic Violence, Dating Violence, Stalking.** The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HAB's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1.and A.2. above, HAB may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

4. Further, nothing in this section shall prohibit HAB from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HAB shall not apply a more demanding standard to you than to other tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(f)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HAB may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HAB may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HAB may (but is not required to) request the individual to deliver to HAB a certification. The certification may be delivered in one of the following forms:

1. a HUD-approved form (supplied by HAB) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. 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 domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. a federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HAB within 14 days after the request for certification is received from HAB. If the certification is not delivered to HAB within the 14-day period allowed, the provisions of this section will not apply and HAB may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to HAB concerning an incident of incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

#### ALTERNATE PROVISIONS

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HAB may (but is not required to) request the individual to deliver to HAB a certification. The certification may be must be delivered within 14 days after the request for certification is received from HAB and may be made in the

manner described in the request. If the certification is not delivered within the time allowed, HAB may proceed to terminate tenancy and evict without reference to this section.

- D. Confidentiality. Information provided to HAB concerning an incident or incidents of domestic violence, dating violence, or stalking shall be retained by HAB in confidence and disclosed only as permitted by applicable law.

**XV. Waiver:** No delay or failure by PHA in exercising any right under this lease 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.

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

- (a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance. Within a reasonable period of time, PHA will schedule a second inspection. A failed inspection will result in a charge to reinspect. Failure of a second inspection will constitute a violation of the lease terms and may result in eviction.
- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction. As in any home, keeping it free of roaches, insects and other pests is the responsibility of the resident. Extermination costs may be charged to the family.
- (c) Housekeeping Standards: Inside the Apartment

General—

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards. We suggest that you place coasters or pads under all legs of furniture that might indent floor covering.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.

Kitchen—

- (1) Stove: should be clean and free of food and grease. Don't use abrasive cleaning supplies that will damage porcelain or painted surfaces.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice. Your refrigerator should be defrosted and cleaned periodically. To do this, turn the dial to the "OFF" position, making sure you have a container under the freezing unit during the defrosting period. It is also helpful to clean the inside of the refrigerator weekly using a tablespoon or two of baking soda in your water. Please remember to wash the rubber stripping around the door to prevent deterioration. NEVER use an ice pick or sharp object to remove ice from a refrigerator or freezer compartment.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom—

- (1) Sewage Stoppage: To prevent problems with your sewer, please do not wash clothes in the bathtub. Lint from clothes washed in the bathtub can create sewer blockages. Please do not empty grease, tea leaves, or coffee grounds in the sink as they could also create sewer problems. Finally, please do not flush diapers, tampons, or other feminine sanitary products down the toilet.
- (2) Toilet and tank: should be clean and odor free.
- (3) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (4) Lavatory: should be clean.
- (5) Exhaust fans: should be free of dust.
- (6) Floor should be clean and dry.

Storage Areas—

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

(c) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant. Once per week office personnel will drive through areas to review the condition of lawns and landscaping. If the exterior of your unit does not meet our standards, if you have garbage on your lawn, have failed to water lawn, have not shoveled snow, not cleaned oil spots in parking lot, a resident will be given twenty-four (24) hours to bring his/her unit up to standards.

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any item stored on the porch/patio shall not impede access to the unit. Storage of garbage, appliances, indoor furniture, motor vehicle parts, etc., is not allowed.
3. Steps (front and rear): should be clean and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars; there should be no cars repaired in the lots; cars are not allowed to be washed on premises. The parking area is the responsibility of the resident to keep free of any oil spills, antifreeze spills, etc. If the resident does not keep areas cleaned, the Housing Authority will charge a flat rate each time it cleans.
7. Motorcycles shall not be allowed in the unit or driven on the sidewalks or yards. At scattered sites, all motorbikes must be parked in the parking area.
8. Hallways: should be clean and free of hazards.
9. Stairwells: should be clean and uncluttered.
10. Laundry areas: should be clean and neat. Remove lint from dryers after use.

11. Utility room: should be free of debris, motor vehicle parts, and flammable materials.
12. Access to water shutoffs and electrical panels must not be blocked.
13. Garbage Cans and Dumpsters: please place all garbage in dumpsters and keep dumpsters covered. The space around your dumpster must also be kept clean and free of debris. These two points are critical to avoid unsanitary conditions. If your garbage is not picked up, please call the City Sanitation Department. If you are discarding large objects (couches, bed frames, etc.), DON'T. You are responsible for removing these objects from the premises yourselves. Please do not store quantities of cans, newspapers, etc., in or around unit or storage sheds.

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

## PART II: RESIDENTIAL LEASE AGREEMENT

**THIS AGREEMENT** is executed between the Housing Authority of Billings (herein called "PHA") and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as this date: \_\_\_\_\_.  
[966.4(a)]

**I. Unit:** That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.

**II. Household Composition:** The Tenant's household is composed of the individuals listed below. Each household member should be listed oldest to youngest. [966.4(a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship
Head	
1	
2	
3	
4	
5	
6	
7	
8	

**III. Term:** The term of this lease shall be one calendar year.

Beginning \_\_\_\_\_ and ending \_\_\_\_\_ and renewed as stipulated in Part I of the Lease.

**IV. Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from PHA for Utility Reimbursement (for partial month) paid to the tenant for the period \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the sixth (6<sup>th</sup>) day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the Tenant.  
[966.4(b)(1)]

This is the flat rent for the Premises.

This rent is based on the income and other information reported by the Resident

**V. Utilities and Appliances:**

a. Each tenant is responsible for his/her own utilities with the exception of water/sewer that will be paid by the Housing Authority. The Housing Authority will provide a utility allowance for the tenant that will be subtracted from the Total Tenant Payment (TTP). It is your responsibility to put utilities in your name before moving into the unit. Your payments for utilities are made directly to the utility company.

The exception to this is MT1-4, the St. John's Complex, where all utilities are paid by the Housing Authority and there is not a utility allowance deducted from the TTP. If a tenant resides at the St. John's Complex, a cost for excess utilities will be assessed if the tenant has additional appliances such as air conditioners, freezers, extra refrigerators, or waterbeds, etc. See attached listed excess utility charges.

b. Tenant agrees to maintain sufficient heat in the dwelling unit to prevent freezing of piped water. If, for any reason, Tenant is unable to maintain sufficient heat, Tenant shall immediately notify Management. Tenant will be charged for any damages resulting from Tenant's failure to maintain sufficient heat in the dwelling. Failure of the Tenant to maintain utility service to the dwelling shall render the dwelling substandard and be cause for termination of the tenancy.

- c. Management shall furnish the following services and equipment without additional cost:
  - KEYS: Two keys per household
  - SERVICES: Trash removal from dumpster, lawn mowing (complexes only)
  - EQUIPMENT: Stove, refrigerator and smoke detectors

**VI. Security Deposit:** Tenant agrees to pay \$\_\_\_\_\_. as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3(b)(5)]

**VII. Execution:** By Tenant's signature below, tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of this lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT_____	DATE_____
CO-TENANT_____	DATE_____
CO-TENANT_____	DATE_____
CO-TENANT_____	DATE_____
PHA ADMINISTRATOR_____	DATE_____

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless this was fully disclosed to PHA before execution of the lease, or before PHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

DATE \_\_\_\_\_

**ATTACHMENTS:**

If indicated by an (x) below, PHA has provided the tenant with the following attachments and information:

- |  |  |
|--|--|
| <input type="checkbox"/> Part I of this Lease                          | <input type="checkbox"/> Pet Policy                                  |
| <input type="checkbox"/> Standard Maintenance Charges (May be updated) | <input type="checkbox"/> Auxiliary Aide Policy                       |
| <input type="checkbox"/> Excess Utility Allowance Lease Addendum       | <input type="checkbox"/> Grievance Procedure (May be updated)        |
| <input type="checkbox"/> Excess Utility Cost Schedule                  | <input type="checkbox"/> Mold Disclosure                             |
| <input type="checkbox"/> Condition of Premises                         | <input type="checkbox"/> Protect Your Family From Lead in Your Home  |
| <input type="checkbox"/> Fair Housing, It's Your Right                 | <input type="checkbox"/> Violent & Sex Offender Notification Website |
| <input type="checkbox"/> Single Family Home Lease Addendum             | <input type="checkbox"/> Reasonable Accommodation Packet             |
| <input type="checkbox"/> Community Service Packet                      | <input type="checkbox"/> Live-In Aide Addendum                       |
| <input type="checkbox"/> Helpful Phone Numbers                         | <input type="checkbox"/> Deposit Addendum                            |
| <input type="checkbox"/> Other _____                                   |  |

**II. STATEMENT ON RECEIPT OF INFORMATION**

I/we have received a copy of the above information. The above information has been thoroughly explained to me/us.

_____	Date _____
Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	
_____	Date _____
Co-Tenant's Signature	

OFFICE ADDRESS: 2415 First Avenue North HOURS 8:00 am – 5:00 pm

TELEPHONE NUMBER: 406-245-6391  
FAX: 406-245-0387  
MT RELAY: 711 – for Hearing Impaired

EMERGENCY MAINTENANCE TELEPHONE NUMBER: 406-248-4111  
Monday thru Friday after 4:30 p.m., weekends and holidays

1. The Housing Authority of Billings does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.
2. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development/s regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Lucy Brown, Executive Director  
Name

2415 First Avenue North  
Address

<u>Billings</u>	<u>MT</u>	<u>59101</u>
City	State	Zip

(406) 245-6391  
Telephone – Voice

(406)-711 (Montana Relay)  
Telephone – Hearing Impaired

(406) 245-0387  
FAX

**504 POLICY/NONDISCRIMINATION/GRIEVANCE**

The Housing Authority and any of the properties it manages does not discriminate on the basis of handicap status in the admission of, access to, or treatment or employment for any of its projects or programs

The Housing Authority adheres to the 504 Act policies to assist those with disabilities as delineated by H.U.D. The 504 Act applies to clients and client applicants as well as employees and job applicants. The Executive Director is the 504 Coordinator. Any of these groups may request a reasonable accommodation, and if denied a right to grieve the decision. The following is the process to be followed.

1. Client applicants and clients may request a reasonable accommodation in writing and it will be directed to the effected department. Staff will then present to their supervisor and the supervisor will take it to the Executive Director. If the reasonable accommodation is denied, the client applicant or client may request a grievance hearing or review as set up in the various program policies.
2. Job applicants may request a reasonable accommodation in writing and it will be submitted to the Executive Director. If denied, the denied job applicant may request a grievance hearing within ten days of denial. The grievance hearing officer will conduct a hearing within ten days of the request and within ten days of the hearing render a decision.
3. For all current employees, a reasonable accommodation may be requested during employment. If denied, the employee should following the grievance procedures spelled out in the Affirmative Action Plan.

For external complaints, you may contact:

- U.S. Department of Housing & Urban Development: 1-800-669-9777; TDD 1-800-927-9275
- Your local, state, or national protection and advocacy system
- Your private Fair Housing agency
- The Mental Health Law Project: 1-202-467-5730
- The U.S. Department of Justice: 1-202-514-4713

## **HELPFUL PHONE NUMBERS**

### Maintenance Work Orders

During Maintenance Hours 8:00 am – 4:30 pm	245-6391
AFTER HOURS EMERGENCY MAINTENANCE	248-4111
Police Department - Emergency	911
Police Department – Non-emergency	657-8200
Fire Department	911
Ambulance	911
Civil Defense	911
Northwestern Energy (electricity outage and customer service)	1-888-467-2669
MDU (gas leaks and customer service))	1-800-638-3278
OPA (welfare office)	237-0520
HRDC	247-4732
Deering Clinic	247-3350
Family Services	259-2269
WIC	247-3370

**MAINTENANCE LABOR RATE CHARGES**  
(Effective January 1, 2011)

Charges not on this list will be charged out at time and materials basis with the time charged figured by the hourly rate of the maintenance position classification assigned to do the work or by the actual contract price of the contractor hired to do the job. An overtime rate of 1-1/2 times the hourly rate will be used to calculate charges for after hours work with a 1-hour minimum charge.

**LABOR RATES**

<u>Position</u>	<u>Rate Per Hour</u>
Maintenance	\$ 28.44
Maintenance II	18.17
Maintenance Painter	30.80
Groundskeeper	17.79

**CHARGES**

Watering Yards	\$7.11 each occurrence
Shoveling Snow (Labor)	\$7.11 Minimum, \$28.44 per hour
Oil spots – Flat Charge	\$30.00 each time
Lock change – Flat Charge	\$30.00 each time
Lock Out	\$7.11 during main hours – not on site \$42.66 after maintenance hours
Keys	\$2.00 plus \$7.11 if delivered
Cleaning (Labor)	\$18.17 per hour
Cleaning Hallways (Laundry Room) Labor	\$18.17 per hour
Maintenance hourly wage	\$28.44 per hour
Lawn Mowing (Labor)	\$17.79 per hour per man
Prefinished Door (Labor)	\$14.22 per door
Unfinished Door (stain and varnish) Labor	\$28.44 per door
Screens (Labor)	\$7.11 per screen
Garbage Pick-up (1 hour min.)	\$28.44 per hour
Carpet will be replaced based on depreciation of current replacement cost.	
A/C New install - \$28.44 per hour plus \$13.45 for materials	
A/C Reinstall - \$28.44 per hour	

**EXCESS UTILITY CHARGES**  
**Effective June 1, 2004**

MONTHLY CHARGES TO TENANTS AT ST. JOHNS COMPLEX - MT 1-4 FOR MAJOR APPLIANCES:

AIR CONDITIONER	\$23.25
FREEZER	\$3.98
AUTO DEFROST FREEZER	\$6.02
WATERBED	\$14.20
HEADBOLT HEATER	\$16.90



**EQUAL HOUSING  
OPPORTUNITY**