Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is HAKC’s policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD’s regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the HAKC’s policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

GENERAL LEASING POLICY

General Terms

1. All units must be occupied pursuant to a lease that complies with HUD’s regulations.
2. No lease will have an effective date before the unit is ready for occupancy.
3. The lease will be signed by the head, spouse, co-head, and all adult members of the unit and by the authorized representative of HAKC, prior to actual admission.
4. If a resident transfers from one HAKC unit to another, a new lease will be executed for the dwelling into which the family moves.
5. If at any time during the life of the lease agreement, a change in the resident’s status results in the need for changing or amending any provision of the lease, either:
   a) A new lease agreement will be executed, or
   b) A Notice of Rent Adjustment will be executed, or
   c) An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the authorized representative of HAKC.

A. LEASE ORIENTATION

All adult household members are required to attend a New Resident Orientation session at move in. Failure to attend the Orientation may be grounds for termination of the lease.

The purpose of the Orientation will be to familiarize all new residents with rules, regulations, policies, and procedures pertinent to successful occupancy in HAKC’s public housing program. The Lease, House Rules, Maintenance Policies, Housekeeping Policies, Community Service requirement and Earned Income Disallowance (public housing only) will be among the topics reviewed at Orientation.
At the time of lease signing, the family will be provided with copies of the:

- Lease
- Grievance Policy and Procedures
- Community Service Requirements and Policy
- Pet Policy
- VAWA Policy
- Other HAKC Lease Addenda

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Lead-based paint provisions
- Smoke Free Policy
- HUD Form HUD-92006
- Etc.

Form HUD-92006, Supplement to Application for Federally Assisted Housing

Form HUD-92006 must be included as an attachment to the HAKC’s application.

Prior to execution of the lease, the following must be discussed:

1. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the HAKC may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

2. Applicants who are currently on the HAKC’s waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.

3. HAKC cannot require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on
the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they “choose not to provide the contact information” and sign and date the form.

4. HAKC should provide applicants the opportunity at time of admission to update, remove or change contact information provided at the time of application, particularly if a long period of time has elapsed between the time of application and actual admission to the program.

5. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to HAKC the reason each person or organization may be contacted. The HAKC should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the HAKC may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. A new lease will be executed for 12-month terms with the following exception:

- HAKC will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).
- Because of the community service requirements, the lease does not automatically renew for terms of 12 months, and an annual signing process is required.
- The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, in the following action- 24 CFR 966.4 (D) Failure of a family member to comply with service requirement provisions of part 960, subpart F, —as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term; Chapter 15 of this Admissions and Continued Occupancy Policy.

Failure to comply with HAKC or HUD community service requirements for continued eligibility will result in termination of the lease. Refer to Chapter 15 Community Service Policy/Self-Sufficiency.

C. EXECUTION OF LEASE

The lease will be executed by the head of household and all adult members of the dwelling unit, and by an authorized representative of HAKC, prior to admission.
The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and HAKC will retain the original in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current HAKC policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one HAKC unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names and date of birth of all household members are listed on the lease at initial occupancy and on the Personal Declaration each subsequent year. Only those persons listed on the most recent certification will be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by HAKC, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to HAKC assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member. A live-in Aide will not sign the lease.

HAKC may modify its form of lease from time to time after giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. **ADDITIONS TO THE LEASE**

Only those persons listed on the most recent certification form and lease will be permitted to occupy a dwelling unit. This includes situations in which a tenant is granted custody of a child.
or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for example, after a medical procedure.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded care and custody or Durable Power of Attorney for minor children or a disabled adult any family seeking to add a new member must request approval in writing before the new member moves in. All adults must be screened.

When a resident requests approval to add a new person to the lease, HAKC will conduct pre-admission screening of any proposed new adult member to determine whether the HAKC will grant such approval. New household members must be approved by HAKC, prior to the actual move-in by the proposed new member.

Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. This would be known as a “caretaker”. A caretaker would be allowed for 30 days, with renewal periods as verified by a medical professional. No additional bedroom will be authorized for a caretaker. The caretaker will be screened for criminal background and other criteria such as the criteria of a live-in aide.

Following receipt of a family's request for approval, HAKC will conduct a pre-admission screening, including the Criminal History Report, of the proposed individual. Only the individual that has been approved for temporary situations are authorized in to stay in the unit.

Children under the age at which juvenile justice records are available or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from HAKC to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders.

Requests for the addition of a new member of the household must be approved by HAKC prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, HAKC will conduct a pre-admission screening, including but not limited to the Criminal History Report, of the proposed new member. Only new members approved by HAKC will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
   - Resident plans to marry and requests to add the new spouse to the lease;
   - Adults 18 years and older who pass the pre-admission screening,
   - Resident desires to add a new family member to the lease or utilize a live-in aide, or take in a foster child(ren) must be screened
A unit occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:
   - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
   - Children under the age below which Juvenile Justice Records are made available or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.

3. Residents who fail to notify HAKC of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without HAKC approval will be considered unauthorized occupants and the entire household will be subject to eviction \(^5\) [24 CFR 966.4(f)(3)].

4. Family members 18 and over who move from the dwelling unit to establish new households will be removed from the lease. The tenant must notify HAKC of the move-out within 10 days of its occurrence.

5. HAKC in making determinations under this paragraph will consider:
   - Occupancy Standards to prevent overcrowding of a unit
   - Medical hardship or other extenuating circumstances

Visitors and Absence from the unit

1. Visitors may be permitted in a dwelling unit so long as they are not on the trespass list. Refer to Chapter 11 Visitors (Page 13) for details. Visitors remaining beyond the periods in this policy will be considered unauthorized occupants and the lessee will be guilty of a breach of the lease.

2. Roomers and lodgers will not be permitted to move in with any family. Violation of this provision is ground for termination of the lease\(^6\).

3. Residents will not be given permission to allow a former resident of HAKC who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

4. Medical hardship or other extenuating circumstances will be considered by HAKC in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The HAKC will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Property Manager. There will be no additional bedroom or transfer authorized for the temporary caretaker. The caretaker may be screened for criminal background.
5. Residents must advise HAKC if they will be absent from the unit for more than 14 days. Residents will notify the manager, secure the unit and provide a means for HAKC to contact the resident in an emergency. Failure to advise HAKC of an extended absence is grounds for termination of the lease.

6. Visits exceeding 14 days per year may be authorized by the HAKC. Visitors expected by residents must be reported to the HAKC within 72 hours of their arrival or prior thereto.

7. Written approval at the discretion of the manager, based on the circumstances, must be obtained for guest visits of more than 14 days during any 12-month period. Visitors remaining beyond this period without written approval will be considered an unauthorized occupant and the family head will be guilty of breaching the lease.

8. Residents are responsible for the actions and conduct of their guests/visitors in accordance with the lease.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, HAKC will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;

- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under HAKC’s control, who has a disability that requires the special features of the vacant accessible unit;

- If there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit;

- If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR 8.27.
However, the HAKC will require the applicant to execute the HAKC public housing lease that requires to the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the HAKC that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

F. UTILITY SERVICES AND RESIDENT OWNED APPLIANCES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

If it is determined that any utility service is not on in a unit, the tenant will receive a 24-hour notice to restore service. If the utilities are not restored in the 24-hour period, then a 24-hour Expedited Notice due to the Health and Safety lease violation will be issued. The tenant must provide documentation of proof of service within 24 hours and the unit will be inspected on the next day to assure utilities have been restored. If the utility service has not been restored at the time of inspection, the Property Manager will proceed with the eviction process. If utilities are restored after the first occurrence of a notice of no utilities, this will result in a conference agreement explaining consequences of subsequent violations. If the tenant violates the conditions again while in assisted housing, the third violation may result in the termination of the lease.

The lease will designate the appliances provided by HAKC (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e. dryers). Residents are required to make sure all appliances are operable or they must be removed from the unit.

G. SECURITY DEPOSITS (Refer to Chapter 18 on Security Deposits)

Security Deposit

New tenants must pay a security deposit to HAKC at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

Pet Deposit (Refer to chapter on Pet Policy)

HAKC will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. HAKC will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

H. RENT PAYMENTS-

Rent is DUE and PAYABLE in advance on the first day of each month and will be considered delinquent after the fifth calendar day of the month. In cases where the due date occurs on a holiday or a weekend day then the due date will be the next business day. Rent may include
utilities, and maintenance service repair cost. Rent and other charges shall be paid at: P.O. Box 414226 KCMO 64179. Late charges for payment of delinquent rent that has been mailed may be avoided so long as postmarked prior to the due date.

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

All payments of money will be applied to rent amounts due first and then other charges.

I. FEES AND NONPAYMENT PENALTIES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in the lease or according to payment plan worked out between tenant and manager. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

(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 HAKC determines that needed maintenance is not caused by normal wear and tear, Tenant will be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HAKC or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to HAKC for the labor and materials needed to complete the work. If overtime work is required, overtime rates will be charged. Payment of the maintenance charges is due no less than 2 weeks after receipt of notice of the charge, unless otherwise stated in a repayment agreement [966.4 (b)(2)]

(b) Excess Utility Charges -- At developments where utilities are provided by HAKC, a charge will be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]

(c) Installation charges for tenant supplied air conditioners, ceiling fans or other non HAKC provided appliances.

(d) A minimum charge of $25.00 will be assessed against the tenant for failure to remove trash from the unit upon vacating the unit.

(e) HAKC will provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent, other than late charges, are due no later than fourteen (14) calendar days after the HAKC gives written notice of the charge. [966.4 (b)(4)]
(f) Late Charges – If the resident fails to make payment by the fifth day of the month, a reasonable late fee will be charged. Such late fee will be determined annually by the Housing Authority. Notices of late fees will be in accordance with requirements regarding notices of adverse action. **Charges are due and payable 14 calendar days after billing.** [966.4 (b)(3)]

Late fees apply only to unpaid rent balances.

(g) Tenants who have submitted a personal check that is returned for insufficient funds will be required to make all future payments by cashier’s check or money order. A returned check fee of $35 will be charged the tenant.

**HAKC will not accept cash for payment of rent or other charges.**

**J. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference will be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

**K. MODIFICATIONS TO THE LEASE or ACOP**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice will be posted in the central office, and:

- Posted in at least two conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

**L. INSPECTIONS OF PUBLIC HOUSING UNITS**

**Initial Inspections**

HAKC and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by HAKC staff and the tenant, will be kept in the tenant file.

**Vacate Inspections**
Housing management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. HAKC will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all the family's security deposit. The move-out inspection also assists HAKC in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

**Annual Inspections**

HAKC will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS). A written notice will go out a week before the inspection with a 5-day time frame to inspect.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 calendar days to correct noted items. Another inspection will be conducted. Residents may be assessed an additional security deposit to potentially cover the cost of damages at the time of vacating the unit.

Residents will be issued a copy of the inspection report with required corrections. If necessary to bring the unit into UPCS compliance, needed repairs will be completed by HAKC.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by HAKC.

Required corrections will be repaired by HAKC within 25 days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

**Quality Control Inspections**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which HAKC can be of service to the family.

HAKC staff will conduct quality control inspections on a sample size of units or the mandatory minimum per the HUD protocol.

The purpose of these quality control inspections is to assure that the inspections were performed properly and repairs were completed at an acceptable level of craftsmanship and within an
acceptable time frame.

**Special Inspections**

Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review HAKC operations periodically and as a part of their monitoring may inspect a sampling of the HAKC's inventory.

**Other Inspections**

The HAKC inspector will periodically conduct windshield, walk and talk, and/or walk-through inspections to determine whether there may be lease violations, adverse conditions, local code violations or for neighbor dispute resolutions.

**Emergency Inspections**

Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) Abatement of the emergency must be completed within 24 hours.

**Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

1. Fires – Call the Fire Department at 911 before contacting Maintenance.
2. Heating /AC problems in winter based on the current temperature, summer based on extreme heat.
3. Electrical failures (affecting more than just a lighting or outlet circuit)
4. Gas leaks.
5. Plumbing stoppages affecting ALL toilets.
6. Breaks in main water lines and major water leaks.

*Residents who disengage smoke detectors for convenience purposes will be cited and subject to charges and lease termination. (See "Housekeeping Citations" below)*

**Entry of Premises Notices**

HAKC will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

HAKC will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.
If HAKC enters a unit, they will leave notice that they were in the unit and the reason. Reasons HAKC will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

It is encouraged that an adult family member be present during the Annual Inspection, but it is not required.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the HAKC to enter.

**Non-Inspection Emergency Entry**

HAKC staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

**Family Responsibility to Allow Inspection**

HAKC must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight hour written notice will be considered reasonable in all cases, except emergencies.

HAKC will reschedule the inspection no more than twice unless the resident has a verifiable medical reason, which has hindered the inspection. HAKC may request verification. There may be a charge for the reinspection.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and HAKC will notify the family of its intended action.

**Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 10 calendar days by housing management staff.

If the family fails to comply with the re-inspection, it can result in lease termination. If the family is issued another Housekeeping Citation within 30 days of the reinspection, the family will be summoned for a lease violation conference.

Families will be required to attend housekeeping programs after the failure of a reinspection. Citations will be issued to residents who purposely disengage the unit's smoke detector.

Repeated citations will be considered a violation of the lease.

**Tenant Damages**
Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items, which could be charged against the tenant's security deposit under state law or court practice.

1. 24 CFR § 966.4 (i)
2. 24 CFR § 966.4 (p)
3. 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)
4. 24 CFR § 966.4 (f)(3) & (c)(2)
5. 24 CFR § 966.4 (f)(3)
6. 24 CFR § 966.4 (f)(2)