

CITY OF MANISTEE HOUSING COMMISSION

LEASE AGREEMENT

This Lease agreement contains three (3) parts:

- Part I:** Terms and Conditions
- Part II:** Residential Lease Agreement
- Part III:** Reference Documents
 - Grievance Procedure
 - Schedule of Maintenance Charges
 - House Rules
 - Housekeeping Standards

NOTE TO TENANT:

Please retain your copy of the lease and all documents provided to you at the time of signing your lease.

PART I RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the City of Manistee Housing Commission, (called "CMHC") 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) CMHC, 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. [966.4 (d) (1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of CMHC. Such approval will be granted only if the new family members pass CMHC's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a) (2) & (d)(3)(i)] Tenant agrees to wait for CMHC'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 CMHC may terminate the lease in accordance with Section XVI. [966.4 (f) (3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the CMHC in writing, within 10 days of the occurrence. [966.4 (c) (1) & (2) & (f) (3)]

II. Term of Lease

Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)], subject to Tenant's compliance, and the compliance by members of Tenant's household, with the provisions of CMHC's Community Service Policy and 42 U.S.C. 1437j(c). In the event of failure by Tenant or any non-exempt adult member of Tenant's household to cure non-compliance of this requirement within the period and in the manner specified by CMHC's Community Service Policy and 42 U.S.C. 1437j(c), CMHC will not renew this Lease, and will proceed to evict the household pursuant to XIV(b)(7) below.

III. Lease and Amount of Rent

- (a) The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the CMHC in accordance with Section VII herein. [966.4 (c)]
Tenant is given the choice annually between paying an income-based rent or a flat rent. (Section 3(a) USHA)
The amount of the income-based Total Tenant Payment and Tenant Rent shall be determined by the CMHC in compliance with HUD regulations and requirements and in accordance with CMHC's Admissions and Occupancy Policy. [966.4 (c)]
- (b) Rent is DUE and PAYABLE in advance on the first day of each month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e) (1) & (3)].

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

- (c) Repeated late payment of rent or other charges will be considered a violation of this Lease Agreement and may result in termination of same. Repeated late payment is defined for these purposes as more than two [2] late payments in one 12 month period. *(Ref: CMHC ACOP, Chapter 13 "Other Serious or Repeated Violations of Material Terms of the Lease)*

IV. Other Charges:

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. These other charges shall be considered as additional rent and be payable as rent under the terms of this Lease Agreement. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement.

- (a) Other charges can include: [966.4 (b) (2)]
 - (i) 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 CMHC 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 the Schedule of Maintenance Charges posted by CMHC or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to CMHC for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b) (2)]
 - (ii) Excess Utility Charges --At developments where utilities are provided by CMHC, a charge shall be assessed for excess utility consumption. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b) (2)]
 - (iii) Installation charges for tenant-supplied air conditioners.
 - (iv) CMHC shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives CMHC's written notice of the charge. [966.4 (b) (4)]
- (c) Late Charges -- A late fee of \$50.00 late shall be added to tenants obligations and shall be due as additional rent when any rent or other charge is not paid before the fifth calendar day of the month when due [966.4 (b) (3)].

V. Payment Location:

Rent and other charges can be paid at the Main Office located at 273 Sixth Avenue or at other locations specified in Part II of this Residential Lease. CMHC will not accept cash payment greater than \$20.00. Tenants who have submitted a check that is returned for non-sufficient funds or having no account, shall be required to make all future payments by cashier's check or money order and a \$25 returned check fee shall be added to the amount owed hereunder.

VI. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay a Security Deposit as provided for in Part II of this Lease Agreement.
- (b) CMHC's Responsibilities: CMHC 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 costs for repairs due to tenant caused damages to the unit beyond normal wear and tear.

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 CMHC has inspected the dwelling unit.

VII. Utilities and Appliances [966.4 (b) (1)]

- (a) CMHC Supplied Utilities: If indicated by an (X) on Part II, CMHC will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. CMHC will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, CMHC 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 CMHC. A monthly service fee or excess utility charge, will be payable by the Tenant for excess consumption of utilities. A surcharge, as established by the Energy Performance Contract Firm, shall be charged daily for each window open in a tenant's unit during the posted Heating Season. [966.4 (b)(2)] (*Ref: CMHC ACOP, Chapter 16 16-I.C Surcharges for PHA-Furnished Utilities*)
- (b) Tenant-paid Utilities: If Tenant resides in a development where CMHC does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, 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, CMHC will pay a Utility Reimbursement each month directly to the utility company. [5.632]

CMHC may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant 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 saving.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by CMHC and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f) (8)]

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

- (d) Authorization for entry. Tenant acknowledges that PHA, or the representative of a utility provider, including, but not limited to, cable television/internet which may not be subscribed to by Tenant, may require access to the premises for update, repair or maintenance of the utility. Further, that Tenants rental unit is subject to the terms and conditions of a contract between PHA and a cable television/internet provider. Tenant consents to the entry into the premises for update, repair or maintenance of all utilities and further acknowledges that this Lease Agreement is subject to the terms of all authorizations granted by PHA to utility providers.

VIII. 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.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) consecutive days or 30 cumulative days each year up to two guest in any one 12 month period.

Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d) (1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease, cannot make arrangements for someone to aid him/her in complying with the lease, and CMHC cannot make any reasonable accommodation that would enable Tenant to comply with the lease, then CMHC will contact the tenant's emergency contact and/or appropriate agencies to assist Tenant in complying with the terms of this lease or securing suitable housing. If the emergency contact and/or appropriate agencies are either unwilling or unable to assist the tenant, CMHC will terminate the Lease. [8.3]

At the time of admission, all Tenants shall be encouraged to identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part 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 least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]
 2. Tenant promises to supply CMHC, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c) (2)]
- Failure to supply such information when requested is a serious violation of the terms of the lease and CMHC may terminate the lease.

All information must be verified. Tenant agrees to comply with CMHC 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)]

CMHC 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 CMHC to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

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

3. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]
 - (i) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent 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.

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - (ii) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. CMHC then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (iii) Rent formulas or procedures are changed by Federal law or regulation.
4. All changes in family composition must be reported to the CMHC within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]

THIS LEASE WILL NOT BE REVISED TO PERMIT A CHANGE OF FAMILY COMPOSITION RESULTING FROM A REQUEST TO ALLOW ADULT CHILDREN TO MOVE BACK INTO THE UNIT UNLESS IT IS DETERMINED THAT THE MOVE IS ESSENTIAL FOR THE MENTAL OR PHYSICAL HEALTH OF TENANT AND IT DOES NOT DISQUALIFY THE FAMILY FOR SIZE UNIT IT IS CURRENTLY OCCUPYING.

- (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 and provided necessary verification in a timely manner, as specified above.
 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase

will become effective the first day of the 2nd month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), CMHC shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

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

1. Tenant agrees that if CMHC determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, CMHC 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. CMHC may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a reasonable accommodation has been granted and the required accessible features are available in no existing appropriate unit, CMHC may transfer Tenant to another unit with the features requested at CMHC'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 CMHC. Tenant shall be given 30 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, CMHC 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. CMHC will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

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

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e) (1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e) (2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e) (3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with CMHC; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]

- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e) (7)]
- (h) To respect and maintain the confidentiality of records of residents in accordance with Statutes, Executive Orders, and Rules and Regulations relating thereto;
- (i) To notify Tenant of the specific grounds for any proposed adverse action by CMHC. (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 CMHC is required to afford Tenant the opportunity for a hearing under the CMHC 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, CMHC shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e) (8)]

IX. Tenant's Obligations: Tenant 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 (any one guest in excess of 14 days at one time or 30 days cumulative in one year and no more than 2 guests total in one 12 month period) without the advance written consent of CMHC.
- (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 CMHC's Occupancy standards, and so long as CMHC 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 rules promulgated by CMHC for the benefit and well-being of the housing project and Tenants. These rules shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such rules constitutes a violation of the Lease. [966.4 (f) (4)]

Including, but not limited to

- Policy on Banning Individuals from CMHC property
- Smoke Free Property Policy
- Energy Conservation Policy
- Pet Policy
- Parking

- (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. [966.4(f) (6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]
- (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 CMHC. [§ 966.4(f) (7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances 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. [966.4 (f) (9)]
- (j) To refrain from, and to cause the household and guests to refrain from destroying, disabling, removing or otherwise causing a smoke and/or CO2 detector from functioning properly. Furthermore, tenant must immediately notify the CMHC of non-functioning or improperly functioning smoke and/or CO2 detector[s]
- (k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4(f) (10)]
- (l) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining all CMHC projects in a decent, safe, and sanitary condition. [966.4 (f) (11)]
- (m) To assure that no tenant, member of the tenant's household, or guest engages in:
 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 2. Any drug-related criminal activity on or off the premises; [966.4(f) (12)]
- (n) To assure that no other person under the tenant's control engages in:
 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 2. Any drug-related criminal activity on the premises; [966.4 (f) (12)]
- (o) To assure that no member of the household engages in:
 1. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [966.4 (f) (12)]
 2. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises. [966.4 (l) (5)]
- (p) To ensure that no family member furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. [966.4 (l) (5)]

- (q) To ensure that no household member commits any fraud in connection with any Federal housing assistance program, and does not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (r) 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.
- (s) To ensure that each nonexempt adult family member performs at least 8 hours per month of qualifying community service (Section 12, USHA).
 - i. **Requirement:** Each nonexempt adult family member shall participate in 8 hours per month of either verifiable community service (not including political activities), or economic self-sufficiency classes or program. Exemption is provided subject to specific requirements.
 - ii. **Noncompliance:** This Lease shall not be renewed or extended upon determination of initial noncompliance unless the Tenant and nonexempt adult family member enter into an agreement with CMHC, before the expiration date, to cure any noncompliance or by certifying that the noncompliant nonexempt family member is no longer residing in the unit. Failure to do either agree to cure the noncompliance in the upcoming months, failure to certify that the noncompliant adult is no longer residing in the unit, or failure to meet the community service requirement at the end of the upcoming 12-month lease term will result in termination and eviction.
- t) To perform seasonal maintenance or other maintenance tasks as specified in the lease, where performance of such tasks by tenants of dwellings units of a similar design and construction is customary: CMHC shall exempt tenants who are unable to perform such tasks because of age or disability.

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)]

CMHC Responsibilities:

- (a) CMHC 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) CMHC shall offer Tenant a standard alternative accommodation, if available, if necessary repairs cannot be made within a reasonable time. [966.4 (h) (3)]
- (c) In the event, as described above, CMHC 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)]
- (d) If CMHC 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.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h) (1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by CMHC, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

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

XII. Entry of Premises during Tenancy

(a) Tenant Responsibilities--

- 1. Tenant agrees that the duly authorized agent, employee, or contractor of CMHC will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 6:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, **ALLOWING HUD TO INSPECT THE UNIT FOR PURPOSES OF HUD-REAC ASSESSMENT**, or showing the unit for releasing. [966.4 (j) (1)]
- 2. When Tenant calls to request maintenance on the unit, CMHC shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when CMHC comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) CMHC's Responsibilities--

- 1. CMHC shall give Tenant at least 48 hours written notice that CMHC intends to enter the unit. CMHC may enter only at reasonable times. [966.4 (j) (1)]
- 2. CMHC 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, CMHC 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)]

XIII. Notice Procedures

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

XIV. Termination of the Lease: This Lease may be terminated only for serious or repeated violations of material terms of the Lease, or for other good cause. [966.4 (1)(2)]

- (a) Serious or repeated violation of terms of this lease for which CMHC may terminate the lease shall include but not be limited to:
 - 1. Failure to pay rent or other payments when due as described in Sections II and III above; [966.4 (1) (2)]
 - 2. Failure to fulfill tenant obligations as detailed in Section IX above; [966.4 (1) (2)]
- (b) Other good cause, for which CMHC must, at the direction of the Department of Housing and Urban Development, terminate this lease, includes, but is not limited to, the following:
 - 1. Failure to sign and submit consent form s/he is required to sign for any reexamination. [24 CFR 960.259 (a) and (b)];
 - 2. Repeated late payment of rent or other charges. Two late payments within a 12 month period shall constitute a repeated late payment.
 - 3. Failure to submit required documentation in the required timeframe concerning any family member's citizenship or immigration status, or the United States Citizenship and Immigration Service does not verify eligible immigrant status of the family, resulting in no eligible family members, or a family member who knowingly admits another ineligible individual to reside in the unit. [24 CFR 5.514 (c) and (d) and 24 CFR 960.259(a)];
 - 4. Failure to provide the documentation or certification required for any household member who obtains a social security number, or joins the family. [24CFR 5.218(c) and 24CFR 960.259(a) (3)];
 - 5. Failure to accept the CMHC's offer of a lease revision to an existing lease, provided CMHC has complied with the regulatory and policy requirements found at 24 CFR 966.4(1)(2)(ii)(E) and the CMHC Admissions and Continuing Occupancy Policy Section 13-II.E. [24 CFR 966.4(1) (2) (ii)(E)];
 - 6. Discovery by CMHC that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, CMHC must immediately terminate assistance for the household member.

In this situation, CMHC must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, CMHC must terminate assistance for the household.

7. Determination by CMHC that a household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing [24 CFR 966.4 (1) (5) (i) (A)]
 8. Failure of a family member to comply with community service requirements – as grounds only for nonrenewal of the lease for initial noncompliance and termination of tenancy for continued noncompliance at the end of the 12-month lease term. See this Lease Parts II and IX(s). [FR 966.4(l) (2) (ii) (D), 24 CFR 960.603(b) and 24 CFR 960.607(b) (2) (ii) and (c)]
- (c) Other good cause, for which CMHC may, in accordance with its Admissions and Continued Occupancy Policy, terminate this lease includes, but is not limited to, the following:
1. Failure, on the part of the tenant, to assure that:
 - a. No tenant, member of the tenant's household, or guest engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, CMHC management staff residing on the premises, or other residents in the immediate vicinity or residing in the neighborhood [24 CFR 966.4(l)(5)(ii)(A)]; or
 - ii. Any drug-related criminal activity on or off the premises; [24 CFR 966.4(l) (5) (i) (B)]
 - b. No other person under the tenant's control engages in:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, CMHC management staff residing on the premises, or other residents in the immediate vicinity[24 CFR 966.4(l)(5)(ii)(A)]; or
 - ii. Any drug-related criminal activity on the premises; [24 CFR 966.4(l) (5) (i) (B)]
 - (c) No member of the household engages in:
 - i. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. [24 CFR 966.4(l) (5) (i) (B)]
 - ii. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises. [24 CFR 966.4(l) (5) (i) (B)]
 2. If CMHC determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers. [24 CFR 966.4(l)(5)(vi)(B)]
 3. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State

of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

4. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
5. Discovery after admission of facts that made the tenant ineligible
6. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income
7. Failure to furnish such information and certifications regarding family composition and income as may be necessary for CMHC to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size
8. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by CMHC that such a dwelling unit is available
9. Failure to permit access to the unit by CMHC after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
10. Failure to promptly inform CMHC of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.
11. Failure to abide by the provisions of CMHC grievance procedure, house rules, housekeeping standards, or pet policy.
12. If the family has breached the terms of a repayment agreement entered into with CMHC.
13. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
14. If a household member has engaged in or threatened violent or abusive behavior toward City of Manistee Housing Commission personnel. [24 CFR 966.4(1) (2) (ii) (B) and (C)]

Abusive or violent behavior towards CMHC personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

- (d) ***Eviction for criminal activity.***
- (a) *Evidence.* CMHC may evict the tenant by judicial action for criminal activity in accordance with this section if CMHC determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - (b) *Use of criminal record.* If CMHC seeks to terminate the tenancy for criminal activity as shown by a criminal record, CMHC shall notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before City of Manistee Housing Commission grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
 - (c) *Exclusion of culpable household member.* CMHC may require a tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- (e) CMHC shall give written notice of the proposed termination of the Lease of:
- 1. 14 days in the case of failure to pay rent;
 - 2. 7 days when the health or safety of other tenants or CMHC staff is threatened, the tenant causes extensive and continuing physical injury to the premises, or the tenant, a member of the tenant's household, or other person under the tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises;
 - 3. 30 days in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]
 - 4. CMHC is in a HUD-declared due process state. When CMHC is not required to afford the tenant the opportunity for a hearing under the CMHC's Grievance Procedure for a grievance concerning the lease termination (see § 966.51(a) (2)), and CMHC has decided to exclude such grievance from CMHC grievance procedure, the notice of lease termination under paragraph (1) (3) (i) of this section shall:
 - i. State that the tenant is not entitled to a grievance hearing on the termination.
 - ii. Specify the judicial eviction procedure to be used by CMHC for eviction of the tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - iii. State whether the eviction is for a criminal activity as described in § 966.51(a) (2) (i) (A) or for a drug-related criminal activity as described in § 966.51(a) (2) (i) (B).

- (f) The notice of termination:
1. CMHC may evict Tenant from the unit only by bringing a court action. [966.4 (l) (4)] (See XIV (g) (4)).
 2. Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.

XV. Domestic Violence, Dating Violence, Sexual Assault, Stalking

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, 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 the CMHC'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, sexual assault, 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, sexual assault, or stalking, engaged in by member of the tenant's household, a guest, or affiliated individual, 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, sexual assault or stalking.
3. Notwithstanding anything to the contrary contained in paragraph A.1 and A.2 above, CMHC may terminate the 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 located.
4. Further, nothing in this section shall prohibit the CMHC 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, sexual assault, 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. above. However, in taking any such action to terminate tenancy, the CMHC shall not apply a more demanding standard to you than to other tenants.

(b) Bifurcation of Lease: Under the authority provided in Section 6(I)(6)(B) of the United States Housing Act of 1937, as amended [42 U.S.C. §1437d(1)(6)(B)], the CMHC 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. The CMHC 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, the CMHC may [but is not required to] request the individual to deliver to the CMHC a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form [supplied by HANH] attesting that the individual is a victim of domestic violence, dating violence, sexual assault, 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 a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation, or
3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The CMHC shall not require third-party documentation [forms 2 and 3] in addition to certification [form 1], except as specified below under "Conflicting Documentation," nor may it require certification in addition to the third-party documentation [VAWA final rule].

Any request for documentation for domestic violence, dating violence, sexual assault, or stalking will specify a deadline of 14 business days following receipt of the request, will describe three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The CMHC may, at its discretion, extend the deadline by 10 business days. Any extension granted by the CMHC will be in writing.

If the Tenant fails to provide the documentation with 14 business days from the date of receipt, or such longer time the CMHC may allow, the CMHC may deny relief for protection under VAWA.

- (d) Confidentiality: The law requires that information provided to the CMHC concerning an incident or incidents of domestic violence, dating violence, sexual assault, 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.
- (e) Conflicting Documentation [24 CFR 5.2007 (e)]: In cases where the CMHC receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as perpetrator, the CMHC may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above [forms 2 and 3]. The CMHC must honor any court orders issued to protect the victim or to address the distribution of property.

- (f) Discretion to require no formal documentation [24 CFR 5.2007 (d)]: The CMHC has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007 (b).

XVI. Waiver: No delay or failure by CMHC 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.

XVII. Housekeeping Standards: In an effort to improve the livability and conditions of the units owned and managed by CMHC, uniform standards for resident housekeeping have been developed for all tenant families. These standards are included in this lease by reference as *CMHC Housekeeping Standards*.

- (a) **CMHC Responsibility:** CMHC will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection CMHC will notify Tenant in writing if he/she fails to comply with the standards. CMHC will advise Tenant of the specific correction(s) required establishing compliance. Within a reasonable period of time, CMHC will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth in the *CMHC Housekeeping Standards*.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

PART II: RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the City of Manistee Housing Commission (herein called CMHC) and **[Fill in Tenant’s Name]** (Herein called the “Tenant”), and becomes effective as of this date **[Fill in Date of Lease Signing]**.

- 1) **Unit:** That the CMHC, 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 **[Fill in Street Address and Unit Number]** (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. [966.4(a)].
- (2) **Household Composition:** The tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4(a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birth Date	Social Security #
1			
2			
3			
4			
5			
6			
7			
8			

- (3) **Term:** The term of this lease shall be one year, renewed as stipulated in Part I of the Lease.
- (4) **Rent:** Initial rent (prorated for partial month), shall be \$**[Fill in Initial Rent Amount]** and, if applicable, the Tenant shall receive the benefit of \$**[Fill in Appropriate Amount]** from the CMHC for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning _____ and ending at midnight on _____.
 Thereafter, rent in the amount of \$**[Fill in Appropriate Amount]** per month shall be payable in advance on the first day of each month, and shall be delinquent on the second (2nd) day of said month. A late fee of \$50.00 shall be assessed if delinquent amount is not paid in full by the fifth [5th] day of said month. A utility reimbursement of \$ **[Fill in Appropriate Amount]** per month (if applicable) shall be subtracted from the total tenant payment to determine rent. [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.

- (5) **Utilities and Appliances:** CMHC-Supplied Utilities [966.4 (b) (1)] If indicated by an (X) below, CMHC provides the indicated utility as part of the rent for the premises:
 () Electricity () Natural Gas () Heating Fuel () Water () Sewerage
 () Other

If indicated by an (X) below, CMHC shall provide the following appliances for the premises:

- () Cooking Range () Refrigerator

- (6) **Utility Allowances:** Tenant-Paid Utilities [5.632]. If indicated by an (X) below, CMHC shall provide Tenant with a Utility Allowance in the monthly amount totaling **\$0.00** the following utilities deducted from your monthly rent amount (tenant pays utilities directly to utility supplier):

- () Electric () Gas () Heat () Water () Sewerage () Trash removal () Tenant-supplied cooking range () Tenant-supplied refrigerator

- (7) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following: [966.4 (b) (2)]

- Air Conditioner

- Energy Star Compliant \$20.00 per month for 12 months from date of installation

- Non-Energy Star Compliant \$30.00 per month for 12 months from date of installation

- Excess Appliance

- Energy Star Compliant \$5.00 per appliance, per month for 12 months from date of installation

Excess Appliance List (subject to verification by CMHC)

- Non-Energy Star Compliant \$10.00 per appliance, per month for 12 months from date of installation

Excess Appliance List (subject to verification by CMHC)

- (8) **Security Deposit:** Tenant agrees to pay a security deposit equal to the family’s total tenant payment. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b) (5)]
- (9) **Lead Safety:** The CMHC shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease. *(CMHC is exempt from this provision due to completion of Lead Based Paint Abatement required by the Department of Housing and Urban Development.)*
- (10) **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 the 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
MANAGER:	DATE
WITNESS:	DATE

TENANT'S CERTIFICATION

I, [INSERT TENANT NAME(S)] HEREBY CERTIFY THAT I, AND OTHER MEMBERS OF MY HOUSEHOLD, HAVE NOT COMMITTED ANY FRAUD IN CONNECTION WITH ANY FEDERAL HOUSING ASSISTANCE PROGRAM, UNLESS SUCH FRAUD WAS FULLY DISCLOSED TO CMHC BEFORE EXECUTION OF THE LEASE, OR BEFORE CMHC 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 CMHC 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.

I FURTHER CERTIFY THE ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD. I AGREE TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

CMHC Representative Signature _____ Date _____

ATTACHMENTS:

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

- Part I of this Lease
- CMHC's Statement of Language Assistance
- Pet Policy (for General Occupancy Developments or Mixed Population (Elderly/Disabled Developments and Elderly-only Developments.
- Schedule of Maintenance Charges (May be updated)
- (N/A) Lead Hazard Information Pamphlet
- Lead Disclosure Addendum****(CMHC is exempt from providing this disclosure due to completion of Lead Based Paint Abatement required by HUD)**
- Grievance Procedure (May be updated)
- Housekeeping Standards
- Notice to Public Housing Applicants and Tenants Regarding the Violence Against Women Act (VAWA)
- Other: House Rules, Community Service Policy, Parking Policy, Smoking Area Policy

**The Lead Disclosure Addendum should be filled out with property-specific information, except for the applicant's initials and signature, which are obtained at lease signing.

(CMHC is exempt from providing this disclosure due to completion of Lease Base Paint Abatement required by HUD)