



HOUSING AUTHORITY OF THE CITY OF HARTFORD

Residential Rental Agreement

Low-Income Public Housing (LIPH) Units

This rental agreement is between the Housing Authority of the City of Hartford (“HACH”) and:

Head-of-Household: _____

Spouse/Co-Head: _____

(individually or together, “Tenant”). The parties agree as follows:

SECTION 1. BASIC AGREEMENT

1.1 LIPH Resident Worksheet

(A) This rental agreement references facts stated in the most recent *LIPH Resident Worksheet* (“Worksheet”) signed by the Head-of-Household and HACH on or about _____.

(B) This rental agreement may be amended by a subsequent Worksheet signed by the Head-of-Household and HACH.

(C) A Worksheet does not amend this rental agreement if this rental agreement has terminated. Such a Worksheet may amend use-and-occupancy payments or a stipulated agreement.

1.2 Unit

(A) This rental agreement is for the unit stated in the Worksheet’s *Basic Information, Address* (“Unit”).

(B) “Development” means the building containing a Unit, along with any other related buildings and Common Areas.

(C) “Common Areas” means all other areas of the Development other than inside the Unit, including hallways, stairwells, elevator (if any), the grounds, sidewalks, driveways, and parking areas.

1.3 Term

(A) This rental agreement’s term begins on the Worksheet’s *Effective Date Of This Certification*.

(B) The term of this rental agreement is 12 months from the beginning of the term or until the Worksheet’s *Scheduled Effective Date Of Next Certification*, whichever is sooner.

(C) This rental agreement automatically renews for one year at the end of each term unless Household has violated HACH’s Community Service requirements.

1.4 Rent

(A) Tenant shall pay HACH as “Rent” the greatest of the Worksheet’s *Rent Calculation: Item 13, Flat Rent; Item 21, Total Rent (TTP – Utility Allowance);* and *Item 27, Tenant Rent for Mixed Family;* per month, subject to change in accordance with HACH policy and Dept. of Housing and Urban Development (HUD) requirements.

(B) If there is an initial partial month, Tenant shall pay HACH a prorated share of the monthly Rent for the partial month, at the signing of this rental agreement.

1.5 Security Deposit

(A) Tenant has deposited \$ _____ with HACH as a “Security Deposit.”

(B) HACH acknowledges the receipt of the Security Deposit, subject to collection.

1.6 Utilities and Appliances

The following are provided by HACH, as indicated:

Utility		Appliance	
Yes	No	Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.7 Fire Sprinkler System

This Unit **does not** have an operating fire sprinkler system.

The Unit has an operating fire sprinkler system.

Last inspection: _____

Last maintenance: _____

SECTION 2. RENTER’S INSURANCE

(A) Tenant may obtain insurance for personal property and personal liability. HACH recommends but does not require that Tenant get renter’s insurance coverage for:

1. Personal Property: \$10,000, minimum;
2. Liability: \$100,000, minimum;
3. Alternative Livings Expenses (ALE);

(B) HACH is not liable for any loss or damage to property, or any injury to any person, not caused by HACH, its agents, or employees.

SECTION 3. HOUSEHOLD

3.1 Household Members

(A) Tenant may permit only the individuals listed in the Worksheet’s *Household Composition* section to live in the Unit with Tenant (those individuals, each a “Household Member,” and collectively with Tenant and any Live-in Aide, the “Household”).

(B) Tenant shall ensure that Household complies with all obligations of this rental agreement.

(C) Household Members do not have rights of possession of the Unit.

3.2 Adding and Removing Household Members

(A) Tenant may add a child born to, adopted by, or awarded by the court to the Household without HACH's prior permission.

(B) Tenant shall within 10 business-days inform HACH of any child covered by subsection (A) residing in the Unit, so that HACH may add the new child to the Household.

(C) Tenant shall request HACH's prior written approval to add anyone not covered by subsection (A) to the Household, including a foster child and a foster adult.

(D) Tenant shall wait for HACH's approval, and a Worksheet signed by both parties amending this rental agreement, prior to allowing anyone not covered by subsection (A) to reside in the Unit.

(E) Tenant shall promptly notify HACH of any Household Member or Live-in Aide removed from the Unit within 10 business-days of his or her removal.

SECTION 4. RENT AND OTHER CHARGES

4.1 When Due

(A) Rent is due on, and payable in advance of, the first day of each month. HACH deems any Rent payment made after the tenth day of the month as late.

(B) If Tenant fails to pay Rent timely, HACH may:

1. Charge Tenant a late fee in accordance with the *Resident Services Fee Schedule*; and
2. Serve Tenant a written notice terminating this rental agreement.

(C) HACH's acceptance of Rent or use-and-occupancy payments after Tenant's violation of this rental agreement is not a waiver of HACH's right to terminate this rental agreement.

4.2 Payment Location

(A) Tenant shall *deliver* Rent and payments for other charges, including repayment agreement payments, to the rent box at the main office, by direct debit, or by mailing it to the main office:

*Rent Collections
Housing Authority of the City of Hartford
180 John D. Wardlaw Way
Hartford, CT 06106*

(B) HACH does not accept cash. Tenant shall make payments by personal check, money order, or direct debit from a Tenant-specified bank account.

(C) If two of Tenant's Rent checks bounce within any 12-month period, HACH may require Tenant to pay Rent and other charges by money order.

4.3 Payments and Arrearages

(A) If Tenant has an arrearage more than Tenant's payment, HACH shall allocate the payment first to Tenant's oldest due and owing amounts. If Tenant owes more than one charge for any month, HACH will allocate Tenant's payment to fees first, then rent. Only after all prior months

have been paid in full will HACH allocate Tenant's payment to the current month. Tenant may not avoid the above allocation, including by expressing a payment be allocated to the current month.

(B) Tenant's partial Rent payment and HACH's endorsement of any check or any letter accompanying any partial Rent payment, is not an accord and satisfaction of Rent. HACH may accept partial payment without prejudice to its right to recover the Rent balance.

(C) HACH may charge Tenant any amount Tenant owes to HACH under any prior rental agreement as if it had occurred under this rental agreement, maintaining the arrearage's character, order, and amount in Tenant's rent ledger.

4.4 Unpaid Debts

(A) Tenant shall repay any non-Rent amount owed to HACH, including overdue fees, within 30 days. If the Tenant is unable to repay the amount owed to HACH within 30 days, HACH may either:

1. Require Tenant to enter into a repayment agreement; or
2. Terminate this rental agreement.

(B) Tenant shall make all scheduled repayment agreements payments, if any.

(C) If, after the termination of this rental agreement and the settlement of Tenant's security deposit, Tenant has an outstanding balance due, HACH will report the outstanding balance to HUD, and HACH may:

1. Work with a debt collection agency to collect Tenant's remaining balance owed to HACH and charge Tenant's account an associated a debt collection fee; and
2. Report the debt to credit reporting agencies.

4.5 Maintenance and Other Charges

(A) HACH will charge Tenant reasonable and customary charges for services and repairs.

(B) A list of common charges is found in the *Resident Services Fee Schedule*, which HACH may amend with notice to the Tenant. The *Resident Services Fee Schedule* is available in HACH's main office and in the local Development's management office.

(C) In addition to Rent, Tenant shall pay all maintenance and other charges, including charges for:

1. Paying Rent late;
2. Payments not honored by Tenant's bank;
3. Proper marshal service;
4. Services or repairs due to intentional or negligent damage to the Unit or Development beyond normal wear and tear, caused by the Household and any pets;
5. Lock-out services;
6. Removal of trash or debris that has been improperly disposed of or abandoned;
7. Air Conditioner usage fees; and
8. Any rescheduled extermination caused by Tenant's failure to permit entry into the Unit.

(D) HACH will provide Tenant with written notice of the amount of any charge and when the charge is due. Charges are due no sooner than two weeks after HACH delivers HACH's written notice of the charge. Before a charge is due, Tenant may appeal, in writing, a contested charge.

SECTION 5. UTILITIES AND APPLIANCES

5.1 Utilities

(A) HACH shall supply the Unit with all essential utilities except those provided by the Tenant, as indicated on the first page of this rental agreement. HACH is not liable for the failure to supply utilities for any cause beyond its control.

(B) Tenant shall not waste HACH provided utilities.

(C) HACH may charge Tenant for excess utility use at the thresholds and rates listed in the *Resident Service Fee Schedule*.

5.2 Space Heaters

(A) Tenant shall comply with any local ordinance or *Property Rules* restricting or prohibiting the use of space heaters.

(B) Tenant shall notify HACH of any resident-purchased heating equipment prior to its installation and use, so that HACH can determine if the equipment meets code and safety requirements.

5.3 Air Conditioners

(A) Tenant may have an air conditioner if permitted by the *Property Rules*.

(B) If permitted by the *Property Rules*, Tenant may only install an air-conditioner in the Unit from April 1st through October 31st.

(C) Tenant shall pay an annual electricity usage fee for each of the one or more air conditioners installed during the calendar year in the Unit.

(D) Tenant shall pay a fee for any air conditioner not removed before November 1st.

5.4 Appliances

Tenant shall obtain HACH's written permission prior to installing or using Tenant's own appliances, such as a freezer, refrigerator, washer-dryer, etc. If permitted, Tenant shall ensure that all Tenant's appliances are suitable for use in a residential dwelling, and are installed and used in accordance with state and local requirements.

SECTION 6. SECURITY DEPOSIT

6.1 General

(A) HACH will hold the security deposit for the period Tenant occupies the Unit, in accordance with state law.

(B) Tenant shall not order the payment of a Rent arrearage or other charges with Tenant's Security Deposit.

6.2 Return of Security Deposit

(A) At the termination of this rental agreement, HACH may deduct from the Security Deposit:

1. Any Rent owed by Tenant;
2. Any additional charges owed by Tenant;
3. Any amounts owed on Tenant's repayment agreements with HACH; and
4. The cost of repairing any damage to the Unit caused by Household or pets that is not normal wear and tear.

(B) HACH will not refund Tenant's Security Deposit until:

1. Tenant moves out of the Unit; and
2. HACH inspects the Unit and calculates deductions.

(C) If HACH makes deductions, HACH will furnish Tenant with a written statement itemizing the costs for damages and other charges deducted from the Security Deposit.

(D) HACH will return the full Security Deposit, or any remaining Security Deposit and an itemized deduction statement, before the latter of:

1. Twenty-one (21) days of Tenant's move out; or
2. Fifteen (15) days after HACH receives from Tenant written notice of Tenant's new address.

(E) If more than one Tenant rented the Unit, HACH will send the remaining Security Deposit to one of the listed Tenants, and Tenants will determine its division.

SECTION 7. MOVE-IN, KEYS, AND MOVE-OUT

7.1 HACH's Failure to Give Possession

Tenant shall not hold HACH liable for HACH's inability to give Tenant possession of the Unit at the beginning of the term. Tenant's first-month's Rent is not due until he or she has possession of the Unit. HACH will prorate Tenant's first month's Rent, as applicable.

7.2 Keys

(A) HACH shall provide Tenant with at least one key to the Unit at the beginning of the term or earlier.

(B) Tenant shall not change, remove, or replace the locks on doors, gates, or windows. Tenant may request HACH to change the locks, for a fee.

(C) Tenant shall not install any additional locks.

7.3 Move-in Inspection

(A) HACH shall inspect the Unit prior to occupancy by Tenant. Tenant or Tenant's representative shall be present during the inspection.

(B) HACH shall give Tenant a written *Move-in Inspection Report*, e.g., a statement of the condition of the Unit, both inside and outside, and a list of equipment provided with the Unit.

(C) Tenant shall report any other latent Unit deficiencies within 15 days of the Move-in Inspection for notation in the inspection report.

(D) HACH will correct all deficiencies noted in the inspection report.

(E) Tenant shall report any subsequent deficiencies as part of HACH's maintenance procedures.

(F) Tenant acknowledges that HACH has made no promise to decorate, alter, repair, or improve the Unit, except as listed in the inspection report.

7.4 Move-out

(A) Tenant shall sign a *Vacancy Notice*, available at the Development's management office, to certify that Tenant is vacating the Unit. If Tenant fails to sign the *Vacancy Notice*, Tenant may be charged fees for failing to provide proper notice, including additional Rent and late fees.

(B) At move-out, Tenant shall:

1. Remove *all* Household's belongings from the Unit;
2. Remove *all* trash or debris from the Unit;
3. Clean the Unit, including the floors and appliances, and leave it in good condition; and
4. Return all keys to HACH.

(C) HACH may charge Tenant a replacement fee for any key not returned, including any entry fob, or mailbox key.

(D) HACH will inspect the Unit when Tenant vacates, including for evidence of smoking in the Unit after January 1, 2018. HACH will give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may attend the inspection.

(E) HACH may remove Tenant's property left in the Unit after move-out. HACH may treat all property unclaimed seven days after move-out as discarded, will dispose of the property, and may charge the Tenant's account a fee.

SECTION 8. GUESTS AND OVERNIGHT CARE

8.1 Guests

(A) "Guest" means a person who is in the Unit or in the Development with the consent of a Household adult. A visitor is a Guest.

(B) Tenant shall ensure the Guest follows the obligations of this rental agreement as though he or she is a Household Member.

(C) Tenant shall notify HACH when Guest will stay in the Unit overnight for more than three consecutive nights.

(D) Tenant may permit a Guest to live in the Unit for a period of:

1. No more than 14 consecutive days; and
2. No more than 30 days in each rolling 12-month period.

(E) Tenant shall request HACH's prior written permission to extend a Guest's visitation period.

(F) Tenant acknowledges that a Guest who remains in the Unit beyond the allowable visitation period is an unauthorized occupant, and Guest's presence is in violation of this rental agreement.

(G) Tenant shall ensure that a Guest does not represent the Unit as his or her residence or use the Unit as the address of record for receipt of mail, benefits, or any other purposes, regardless of the duration of the Guest's visit. Such a Guest is

an unauthorized occupant, which is a violation of this rental agreement and the LIPH program.

(H) Tenant shall not provide accommodations to boarders or lodgers.

8.2 Overnight, Live-in Aide

(A) Tenant may request an overnight, live-in aide ("Live-in Aide") as an accommodation for a disability. A Live-in Aide may not reside in the Unit without HACH's prior written permission.

(B) HACH will screen a Live-in Aide with the same rigor as a HACH applicant and will approve or deny the Live-in Aide based on those screening criteria.

(C) Once approved by HACH, Tenant's Live-in Aide is Tenant's Guest, except with no limit on his or her stay, and with the right to represent the Unit as his or her residence.

(D) A Live-in Aide does not have any right of possession of the Unit.

8.3 Regular Daytime Care Visits

(A) Tenant shall notify HACH if Tenant has regular caregivers visiting the Unit.

(B) HACH may screen regular caregivers, including nurses and personal care assistants (PCAs).

SECTION 9. PROPERTY RULES, PARKING, AND PETS

9.1 Property Rules

(A) HACH may establish and amend *Property Rules* for the benefit and well-being of the Development and tenants. The *Property Rules*, as amended by HACH from time to time, are part of this rental agreement.

(B) Tenant shall comply with the *Property Rules*. A violation of the *Property Rules* is a violation of this rental agreement.

(C) HACH shall make the *Property Rules* available at each Development and at the main office.

(D) HACH will provide Tenant written notice of a *Property Rules* change at least 30 days prior to enforcing the new rule.

9.2 Parking

(A) Vehicle parking rules are found in the *Property Rules*.

(B) Tenant must get written permission from HACH prior to parking his or her vehicle at the Development.

(C) HACH may remove from the Development, at vehicle owner's expense, any vehicle parked in violation of the parking rules.

9.3 Pets

(A) HACH may establish and amend rules for the possession of pets ("*Pet Policy*"). The *Pet Policy* is part of this rental agreement. Tenant shall comply with the *Pet Policy*.

(B) Tenant shall not permit anyone in the Household to keep, harbor, or board any dog, cat, or other animal, in the Development or in the Unit, unless the animal is registered with HACH in accordance with HACH's *Pet Policy*. HACH's

failure to notify Tenant of a violation of this provision is not HACH's consent to possess an unregistered animal.

(C) HACH may charge Tenant a *Pet Security Deposit* in accordance with the *Resident Services Fee Schedule*, for each pet.

(D) Tenant shall ensure that service or assistance animals comply with HACH's *Pet Policy*, as is applicable.

SECTION 10. RENTAL AGREEMENT TERMINATION

10.1 Tenant Termination

Tenant may terminate this rental agreement at any time by giving HACH written notice no less than 30 days in advance.

10.2 HACH Termination

(A) If HACH chooses to terminate this rental agreement, HACH will provide only the notice required by law.

(B) Tenant shall not engage in any criminal activity, including drug-related criminal activities.

(C) Tenant shall not be or become convicted of manufacturing or producing methamphetamine in the Development.

(D) Tenant shall not at any time be subject to a lifetime registration requirement under a state sex offender registration program.

(E) Tenant acknowledges that if any criminal activity takes place in Tenant's Unit, it may be grounds for termination, even if Tenant or the perpetrators are not arrested.

10.3 Death of Tenant

(A) If Tenant is the sole Tenant and Tenant dies, this rental agreement terminates.

10.4 Abandonment of Unit

Abandonment of the Unit by the Tenant or the Household terminates this rental agreement, and HACH may take possession of the Unit in accordance with state law.

10.5 Violence Against Women Act (VAWA) Protections

(A) HUD's regulations protecting victims of domestic violence, dating violence, sexual assault, and stalking, found at 24 CFR part 5, subpart L, apply to this rental agreement.

(B) HACH may bifurcate this rental agreement, terminating the tenancy of Tenant or one or more Household Members who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.

SECTION 11. HACH'S RIGHTS

In an emergency, HACH may notify the individuals listed on Tenant's *Emergency Contact* form (on file with HACH) of the emergency.

SECTION 12. HACH'S OBLIGATIONS

HACH shall:

1. Make necessary repairs to the Unit;
2. Keep building, facilities, and Common Areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

3. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances;

4. Provide and maintain appropriate common receptacles and facilities (except a container for the exclusive use of a specific Unit) for the deposit of trash and debris, removed from the Unit by Tenant; and

5. Supply running water and working equipment for utilities necessary for Tenant to have hot water and heat at appropriate times of the year according to local custom and usage.

SECTION 13. TENANT'S RIGHTS

13.1 Tenant's Rights

(A) Tenant has the right to exclusive use and occupancy of the Unit as a residence for Household listed as part of this rental agreement.

(B) No one in the Household may have another residence.

13.2 Economic Activities

(A) Tenant, with HACH's prior written permission, may engage in legal profit-making activities, with the following restrictions:

1. No signs;
2. No customer shall enter Tenant's Unit or the Development;
3. Tenant shall confine activity to Tenant's Unit; and
4. Tenant shall comply with all state and federal laws pertaining to the activity, including obtaining all applicable licenses and permits.

SECTION 14. TENANT'S OBLIGATION

14.1 General

Tenant shall:

1. Use the Unit solely for residence of the Household and shall not use or permit its use for any other purpose;
2. Be responsible for the actions of the Household and cause them to conform with Tenant's obligations in this rental agreement;
3. Provide prior written notice to HACH of Tenant's intent to leave Unit unoccupied for more than two weeks;

14.2 Intolerable Behavior

Tenant shall:

1. Not abuse, threaten, or behave violently towards neighbors or HACH personnel, including verbal, written or physical abuse, violence, the use of racial epithets or other language that is customarily used to intimidate or that is considered abusive, or threatening or violent behavior that communicates an intent to abuse or commit violence;
2. Not disturb other tenants' peaceful enjoyment of their units or the Common Areas; and
3. Not engage in alcohol or drug use that HACH determines sufficient to interfere with the health or safety, or right to peaceful enjoyment of the Unit by Household or HACH employees.

14.3 No Smoking

(A) To *smoke* means any inhaling, exhaling, vaping, burning, or carrying any lighted cigar, cigarette, pipe, water pipe, hookah, e-cigarette, or similar consumable in any manner or any form.

(B) Tenant shall not smoke in the Unit or anywhere in the Development.

(C) HACH has not designated any smoking areas on its properties. Tenant shall leave HACH property to smoke.

(D) Tenant acknowledges that the cost to clean up smoking residue in a Unit *may cost HACH from \$100 to \$3,000, and possibly more*. HACH may deduct this cost from Tenant's Security Deposit if Tenant permitted smoke damage after January 1, 2018.

(E) Tenant acknowledges that federal law prohibits the possession, use, sale, or distribution of marijuana (cannabis), including that prescribed for medical use, in any Unit or in the Development.

14.4 No Open Flames

Tenant shall not permit open flames in the Unit or at the Development, including the use of candles or incents.

14.5 Property Condition

Tenant shall:

1. Keep the Unit and other such areas as may be assigned to Tenant's exclusive use in a clean and safe condition, including keeping any entrances and walkways for the exclusive use of Tenant free from snow, ice, and trash, and any yard free of trash and debris;

2. Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators, in reasonable and non-abusive manner;

3. Maintain all appliances in a clean, safe, and sanitary condition, whether they are provided by HACH or by Tenant;

4. Not permit in the Unit hazardous or flammable materials including hazardous chemicals, gasoline, oily rags, and the storage of gas-powered equipment without all its fuel removed, except for in quantities reasonably needed for normal household use; and

5. Not create conditions that violate the requirements of HUD's *National Standards for the Physical Inspection of Real Estate* (NSPIRE), applicable state and local building or housing codes, or that materially affect the health or safety of Household.

14.6 Development Condition

Tenant shall:

1. Not destroy, deface, damage, or remove any part of Unit, Common Areas, or Development;

2. Take reasonable precautions to prevent fires, including those that may be caused by carelessness, failure to supervise, or inattentiveness; and

3. Not obstruct passages, including sidewalks, areaways, and stairs, and not use these areas for purposes other than access to the Unit.

14.7 Modifications and Repairs

Tenant shall:

1. Notify HACH in a timely manner of any condition requiring repair regardless of the cause;

2. Not make any repairs, alterations, or changes to the Unit;

3. Not install permanently affixed carpet, wall coverings, and equipment including major appliances; and

4. Not set up or use a waterbed.

14.8 Garbage

Tenant shall:

1. Dispose of all trash or debris from the Unit in a sanitary and safe manner, fully within the containers approved or provided by HACH; and

2. Pay for the disposal of any oversized item and any items that require payment of a removal fee, including hazardous items.

14.9 Television Reception

(A) Tenant shall:

1. Obtain HACH's prior written approval to install a satellite dish, an antenna, or any other reception device outside of the Unit; and

2. Install an approved satellite dish in accordance with HACH's *Satellite Policy's* installation guidelines.

(B) Tenant acknowledges that satellite dishes are not permitted at certain developments (see HACH's *Satellite Policy*).

14.10 No Weapons

Household shall not display, use, or possess any firearms (operable or inoperable) or any other offensive weapon (as defined by the laws and courts of the State of Connecticut), in the Unit or in the Development, without HACH's prior written permission.

14.11 Additional Responsibilities for Tenants in Charter Oak Terrace and Stowe Village Units

(A) As required by the *Property Rules*, Tenants in Charter Oak Terrace and Stowe Village are required to:

1. Mow the Unit's lawn; and

2. Remove snow and ice from, and apply sand on, sidewalks and the driveway; and

3. Keep the property clean and safe.

(B) If Tenant fails to maintain the Unit in an acceptable manner, as described in the *Property Rules*, HACH will bill Tenant its cost to perform the service.

(C) Tenant's obligations in this subsection do not confer to Tenant exclusive access to the Common Areas maintained by Tenant. HACH employees and agents may enter the Common Areas without notice.

SECTION 15. HACH ACCESS TO UNIT

15.1 Tenant Responsibilities

(A) Tenant shall permit HACH's duly authorized agent to enter Tenant's Unit upon notice and during reasonable hours for purpose of performing routine activities.

(B) Tenant's failure to permit HACH to enter Tenant's Unit after required notice and without good cause is a violation of this rental agreement.

(C) Tenant hereby grants HACH permission to enter Tenant's Unit at any time without notice when HACH believes an emergency exists. Tenant shall not deny HACH emergency entry into Tenant's Unit, even if Tenant has not received advanced notice. Failure to provide emergency entry without notice is a violation of this rental agreement.

15.2 HACH's Responsibilities

(A) HACH will give Tenant 24-hours advance written notice of its intent to enter the Unit for routine activities, including maintenance, making improvements or repairs, inspections, or showing the Unit to prospective tenants.

(B) HACH will give Tenant 48-hours advance written notice of its intent to enter the Unit if HACH requires Tenant to prepare the Unit for a maintenance service, including extermination.

(C) HACH staff will not enter the Unit for routine activities if all those present are under the age of 18.

(D) If all Household adults are absent from the Unit at the time of entry, HACH will leave a written statement in the Unit specifying the date, time, and purpose of the entry, prior to leaving the Unit.

SECTION 16. DAMAGE TO OR LOSS OF UNIT

16.1 Tenant's Responsibilities

(A) If the Unit is damaged so that it or any portion of it is uninhabitable, or is hazardous to the life, health, or safety, of the occupants, Tenant will:

1. immediately notify HACH of the damage;
2. continue to pay full Rent to HACH, less HACH's agreed upon Rent reduction.

(B) If HACH or an appropriate government agency determines the Unit is uninhabitable, Tenant shall accept HACH's provision of:

1. a replacement unit; or
2. reasonable temporary housing.

(C) Tenant shall pay HACH the cost of repairs for damage caused by Household.

(D) If the owner of HACH's temporary housing terminates Tenant's stay for violating the owner's rules, HACH may:

1. refuse Tenant additional temporary housing; and
2. waive Rent until HACH provides a unit.

16.2 HACH's Responsibilities

(A) If a portion of the Unit is uninhabitable, HACH will:

1. repair the Unit; and

2. reduce Rent in proportion to the seriousness of the damage and loss in value of Unit as a dwelling, unless Household caused the damage.

(B) If HACH or an appropriate government agency determines the Unit is uninhabitable, HACH will provide Tenant with:

1. a replacement unit; or
2. reasonable temporary housing, until HACH can provide Tenant with a unit.

SECTION 17. LIPH PROGRAM REQUIREMENTS

17.1 Program Information

(A) This Unit is part of HUD's Low-income Public Housing Program (LIPH) program, which is governed by federal law and regulations, and HACH's *Admissions and Continued Occupancy Policy* (ACOP), as amended. The ACOP is available in the main office and on HACH's website.

(B) Tenant may not receive assistance from any other state or federal housing assistance program during the term of this rental agreement.

(C) Tenant shall comply with the LIPH program.

17.2 Over-Income and Over-Asset Families

(A) Household may not have income over the LIPH income limit for 24 consecutive months.

(B) Household may not at any time have net assets that exceed \$100,000, or own property in which it is suitable for the Household to live.

17.3 Mailbox

(A) HACH shall assign Tenant a mailbox for the Unit at the Development for use by the U.S. Postal Service and Tenant.

(B) HACH may mail program notices of importance to the Unit's mailbox as its sole means of communicating Tenant's obligations under the LIPH program.

(C) Tenant shall maintain the Unit's mailbox so that Tenant has regular access to and can open the Unit's mailbox, including by having a key to the mailbox.

(D) Tenant shall regularly check the mailbox for HACH notices.

17.4 Annual Reexamination (Recertification)

(A) HACH will reexamine Tenant's Household composition annually and may reexamine Tenant's Household income annually.

(B) Tenant shall furnish such information, certifications, and the signatures of Household Members as required by the LIPH program, when requested by HACH.

17.5 Community Service and Self-Sufficiency

(A) Tenant shall ensure that each adult Household Member either performs Community Service (not including political activities) or participates in a Self-Sufficiency program, or a mixture of both, for a total of eight hours each month, except for those individuals that met a regulatory exclusion, including being: (i) 62 or older, (ii) disabled and

unable to work, (iii) employed 30 hours or more per week, (iv) full-time students, or (v) exempted under a state program, such as Welfare-to-Work.

(B) HACH will certify each adult Household Member's compliance with the Community Service or Self-Sufficiency requirement during the Tenant's annual reexamination. If at Tenant's annual reexamination Tenant's Household is not compliant with the obligations of subsection (A), this rental agreement does not automatically renew.

17.6 Penalties for Submitting False Information

Tenant shall not knowingly give HACH false information regarding Household's income or other factors HACH uses to determine Tenant's eligibility and Rent.

17.7 Rent Adjustments

(A) HACH establishes and revises Rent in accordance with the LIPH program.

(B) If HACH is required to change the Rent, HACH will deliver to Tenant a *Notice of Rent Adjustment*, which includes the new Rent, the effective date of the change, and the deadline to appeal (grieve) the rent change, which Tenant must do in writing.

17.8 Unit Size Adjustments

(A) Tenant shall transfer from the Unit to a different unit if HACH determines Household is residing in a unit that is:

1. Larger or smaller than appropriate for the Household's composition under HACH's unit-size/occupancy standards;
2. Hazardous to the health or safety of the occupants or is not in a decent, safe, and sanitary condition;
3. A unit with one or more disability-related features and Tenant's Household does not require any of the disability-related features of the unit;
4. In need of substantial repairs; or
5. Scheduled for modernization.

(B) If HACH determines that Tenant must transfer to a different unit, HACH shall notify Tenant in accordance with policy. If Tenant may appeal (grieve) HACH's determination that the Household must move.

(C) After HACH delivers to Tenant its notice of an involuntary transfer of the Household to a new unit and HACH notifies Tenant that an appropriate unit is available for the unit transfer, HACH may terminate this rental agreement.

17.9 Unit Inspections

(A) HACH will inspect the Unit at least annually.

(B) HACH will conduct Unit inspections during business hours. HACH may inspect Unit if Tenant is not present.

(C) If Tenant needs to reschedule an inspection, Tenant shall notify HACH at least 24 hours prior to the scheduled inspection. Tenant may reschedule an inspection only once, unless Tenant has a verifiable *good cause* for delaying the inspection.

(D) Tenant not permitting HACH to inspect the Unit is a violation of this rental agreement.

(E) HACH may take photos during inspections of the Unit's general condition, inspection failures, and concerns.

17.10 Change to Income

(A) Tenant shall report to HACH within 10 business-days any Household income increase, including when:

1. Household Member is newly employed;
2. Household begins to receive new assistance; and
3. Household begins to receive child support.

(B) HACH may change Rent if Household misrepresents the facts on which HACH based its Rent calculation. If the new Rent is greater than the program's rent requirement, HACH will charge Tenant for past underpaid rent.

(C) Tenant may report to HACH any changes in the following expenses (which may lower Tenant's Rent), including:

1. Household's circumstances have changed, and have continued for at least one month or are likely to continue, and would result in a rent decrease;
2. A change in reasonable childcare expenses for children under thirteen, necessary to enable a Household Member to be employed or to attend school;
3. A change in disability assistance expenses that enable a Household Member to work;
4. Other changes that impact the Household's adjusted income.

(D) HACH will not make retroactive changes to the Rent, except when Household's misrepresentation caused the Rent to be too low.

17.11 Termination of Tenancy

Notwithstanding other violations of this rental agreement, HACH shall terminate this rental agreement if:

1. Household is no longer eligible to participate in the LIPH program;
2. Tenant fails to provide required information at the time of annual reexamination, including changes in Household composition or changes in income;
3. Tenant fails to provide HACH a Social Security number for new members of the Household in a timely manner;
4. Tenant fails to sign and submit, or rescinds required consent and verification forms (such as HUD-9887 and HUD-9887-A);
5. Tenant fails to accept the offer of a revised rental agreement within 30 days;
6. HACH is unable to establish citizenship or eligible immigration status for any Household Member from Tenant provided information, and it determines that the Household Member does not meet the citizenship requirement;
7. A Household Member has committed fraud in connection with a federal housing program, or any type of assistance program, including unemployment benefits; or

8. HACH discovers after admission that Tenant was ineligible at the time of admission.

SECTION 18. APPEALS AND GRIEVANCE PROCEDURES

(A) HACH has established a process for Tenant to appeal an adverse HACH action concerning Tenant’s occupancy. The ACOP’s *Resident Appeals: Appeals (Grievance) Process* is part of this rental agreement.

(B) Tenant may appeal (grieve) any rental agreement termination except those that result from:

- 1. any activity that threatens the health, safety, or right to peaceful enjoyment of the Unit or Development of other tenants or HACH staff;
- 2. any violent or drug-related criminal activity on or off the Development; and
- 3. any activity resulting in a felony conviction of a Household Member.

(C) For HACH’s adverse actions HACH shall:

- 1. Notify Tenant of the specific grounds for any proposed adverse action and include information notifying Tenant of the right to appeal HACH’s action; and
- 2. Not take the proposed action until the time for Tenant to request a grievance hearing has expired or, if Tenant timely requested a grievance hearing in writing, until HACH’s administrative appeal process has ended.

SECTION 19. MISCELLANEOUS

19.1 Notices

(A) HACH shall give Tenant notices in writing to Tenant’s address. Unless the law requires otherwise, HACH can give sufficient notice by:

- 1. Mailing it by U.S. Postal Service;
- 2. Sending it by a contract carrier;
- 3. Hand delivering it to Tenant or any adult who answers Tenant’s door; or
- 4. Delivering it by any other means reasonably likely to give Tenant actual notice, including leaving it at the Unit.

(B) Tenant shall give HACH notices in writing. Tenant can give sufficient notice by:

- 1. Delivering it to HACH’s main office or the local Development’s management office;
- 2. Mailing it postage paid to: *Housing Authority of the City of Hartford, 180 John D. Wardlaw Way, Hartford, Connecticut 06106.*

(C) The parties agree any proof of attempted delivery is sufficient evidence that notice was given, regardless of receipt acknowledgment.

19.2 Modification

HACH and Tenant may modify this rental agreement only with a written amendment signed by both parties.

19.3 Reasonable Accommodations

Tenant or any Household Member is disabled and needs a reasonable accommodation in policy or a modification to the Unit to fully utilize HACH’s programs and services, may

contact HACH concerning that accommodation or modification.

19.4 Assignment and Sublet

Tenant shall not assign this rental agreement and shall not sublet the Unit. Any assignment of this rental agreement or sublet of the Unit is void.

19.5 Calendar Days

In this rental agreement, “days” means calendar days unless otherwise noted.

SECTION 20. RESIDENT MATERIALS

By initialing next to each document below, Tenant acknowledges receipt of HACH’s rental agreement addendums and resident materials at initial admission to the LIPH program, or updated versions, if any, available at a reexamination of the Household:

Document	Initials
<i>LIPH Resident Worksheet</i>	_____
<i>Property Rules</i>	_____
<i>Resident Services Fee Schedule</i>	_____
<i>Pet Policy</i>	_____
<i>Grievance Procedure Summary</i>	_____
<i>Lead Disclosure</i>	_____
<i>Reasonable Accommodation Notice</i>	_____
<i>VAWA Notice & HUD-5382</i>	_____
<i>Is Fraud Worth It? [HUD-1141-OIG]</i>	_____
<i>What You Should Know about EIV</i>	_____

SECTION 21. SIGNATURES

Tenant has read and understands all the terms of this rental agreement.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

Authorized Agent Date

TENANT(S)

Head-of-Household Date

Spouse/Co-Head Date