



**Housing Assistance Payments Contract (HAP) Contract  
Project-Based Assistance Housing Choice Voucher Program**

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**Part 1 of the HAP Contract:**

**1. Contract Information**

**a. Contents of Contract**

This is a housing assistance payments contract (HAP contract) between the PHA and the owner. The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph b.

**b. Contract Exhibits**

The HAP contract includes the following exhibits:

**Exhibit A: Description of the Contract Units** – Number of units by unit size (number of bedrooms), address, and applicable initial rent to owner.

**Exhibit B: Services, Maintenance, and Utilities to be provided by the Owner**

**Exhibit C: Lease Agreement**

**Exhibit D: Tenancy Addendum**

**c. Effective date and term of HAP Contract**

**i. Effective Date**

1. For all contract units, the effective date of the HAP Contract is: **August 1, 2005**
2. The term of the HAP contract begins on the effective date.

**ii. Length of Term**

1. Subject to paragraph (2), the length of the term of the HAP contract for all contract units is: **10 years**
2. Notwithstanding paragraph (1), the length of the term of the HAP contract may not be less than one year, nor more than 10 years.
3. The length of the term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funds (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP contract.
4. If sufficient appropriated funds are not available, the PHA may terminate the HAP contract upon notice to the owner.

**d. Occupancy and Payment**

**i. Payment for Occupied Unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of the contract units, the owner may keep the housing assistance payment for the month in which the family moves out.

**ii. Vacancy Payment**

There is no vacancy payment provision in this contract.

**iii. The PHA is not responsible for family damage or debt to the owner**

Except as provided in this paragraph d (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**iv. Income-Mixing Requirement**

1. Except as provided in paragraph iv.2, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any building.
2. In referring eligible families to the owner for admission to the number of contract units in any building exceeding the 25 percent limitation under paragraph iv.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.

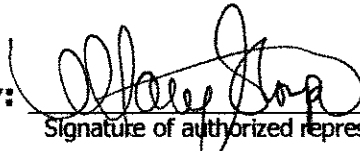
3. The following specifies the number of contract units (if any)
- a. Designated for occupancy by disabled families, or
  - b. Designated for occupancy by elderly families, or
  - c. Designated for occupancy by families receiving supportive services.
- Check this box if any contract units are designated for disabled families.  
The following number of contract units shall be rented to disabled families
- Check this box if any contract units are designated for elderly families.  
The following number of contract units shall be rented to elderly families
- Check this box if any contract units are designated for families receiving supportive services.  
The following number of contract units shall be rented to families receiving supportive services: N/A

**Execution of HAP Contract**

**PUBLIC HOUSING AUTHORITY (PHA):**  
**Sonoma County  
Housing Authority**

**OWNER OF DANIEL DRIVE APARTMENTS:**  
**Petaluma Ecumenical Properties**

**By:**   
Signature of authorized representative

**By:**   
Signature of authorized representative

**Kathleen H. Kane,**  
**Executive Director**  
Name and Title

**Mary Stompe,**  
**Executive Director**  
Name and Title

**Date:** 7/15/05

**Date:** 7.15.05

## Part 2 of the HAP Contract:

### 2. DEFINITIONS

- **Contract Unit.** The housing units covered by this HAP Contract. The contract units are described in Exhibit A.
- **Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.
- **PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined by the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).
- **HAP Contract.** The housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in paragraph 1.b of the HAP contract).
- **Housing Quality Standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based assistance under the housing choice voucher program assisted under the PBA program.
- **HUD.** The U.S. Department of Housing and Urban Development.
- **HUD Requirements.** HUD requirements which apply to the housing choice voucher program (42 U.S.C. 1437f(o)). HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
- **Premises.** The building or complex in which a contract unit is located, including common areas or grounds.
- **Principal or Interested Party.** This term includes a management agent and other persons or entities participating in project management, and the offices and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.
- **Program.** Project-based assistance under the housing choice voucher program (see authorization for project-based assistance at 42 U.S.C. 1437 (o)(13)).
- **Rent to Owner.** The total monthly rent payable to the owner under the lease for a contract unit. The rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- **Tenant Rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. Purpose

1. This is a HAP contract between the PHA and the owner.
2. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with HUD housing quality standards (HQS) from the owner.
3. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

### 4. Rent to Owner; Housing Assistance Payments

#### a. Amount of Initial Rent to Owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

#### b. HUD Rent Requirements

1. Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements.
2. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

#### c. PHA Payment to Owner

1. Each month the PHA must make housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of Assistance for Family**

The PHA may terminate assistance for a family in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such a case, and that housing assistance payments for the family under the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA Determination of Adjusted Rent**

At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount determined by the PHA.

**b. Maximum Rent**

Rent to owner for each contract unit, as adjusted from time to time by the PHA in accordance with this section, may at no time exceed reasonable rent, as determined by the PHA, charged for comparable units in the private unassisted market.

**c. No Special Adjustments**

The PHA will not make any special adjustments of the rent to the owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the housing quality standards, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of Rent Adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

1. Performing all management and rental functions for the contract units.
2. Enforcing tenant obligations under the lease.
3. Paying for utilities and housing services (unless paid by the family under the lease).
4. Collecting from the tenant:
  - a. Any security deposit.
  - b. The tenant rent.
  - c. Any charge for unit damage by the family.

**7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

1. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
2. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
3. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
4. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
5. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
6. The amount of the housing assistance payment is the correct amount due under the HAP contract.
7. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
8. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
9. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

**8. CONDITION OF UNITS**

**a. Owner Maintenance and Operation**

1. The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the housing quality standards, including performance of ordinary and extraordinary maintenance.
2. The owner must provide all the services, maintenance and utilities set forth in Exhibit B, and in the lease with each assisted family

**b. PHA Inspection**

The PHA may inspect the contract units and the premises annually, and at any time the PHA deems necessary to assure that the contract units and premises are in accordance with the housing quality standards and that the owner is providing the maintenance, utilities and other services in accordance with the leases and the HAP contract. The PHA shall give the owner reasonable notice of the annual inspection.

**c. Violation of Housing Quality Standards.**

1. If the PHA determines a contract unit is not in accordance with the housing quality standards, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

2. The PHA shall not make any housing assistance payment for a dwelling unit that fails to meet the housing quality standards, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA approved extension).

**d. Maintenance and Replacement – Owner’s Standard Practice**

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

**9. LEASING CONTRACT UNITS**

**a. Selection of Tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list.
2. The owner may apply its own admission standards in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
3. The PHA must determine the family eligibility in accordance with HUD requirements.
4. The contract unit leased to each family must be appropriate for the size of the family under the PHA’s subsidy standards.
5. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
6. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If vacancies occur, the PHA may give notice to the owner amending Exhibit A of the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for a period of 120 or more days since owner notice of vacancy.

**10. TENANCY**

**a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. The lease must include word-for-word all provisions required by HUD. (See Tenancy Addendum, Exhibit D)

**b. Termination of Tenancy**

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State and Local law.

**c. Family Payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for the payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance.

**d. Other Owner Changes**

1. The lease may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not ground for termination of tenancy.
2. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security Deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

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

**11. OVERCROWDED AND UNDEROCCUPIED UNITS**

If the PHA determines that a contract unit is not decent, safe and sanitary because of an increase in the family size which causes the unit to be overcrowded, or that a contract unit is larger than appropriate, under the PHA's subsidy standards, for the size of the family in occupancy, the owner must offer the family a suitable unit as soon as one becomes vacant and ready for occupancy, and the owner must require the family move.

**12. PROHIBITION OF DISCRIMINATION**

1. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, creed, religion, sex, national origin, disability or familial status (i.e. because the family includes children).
2. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3610-3619) and implementing regulations at 24 CFR parts 100, et seq.; Executive Orders 11063, 12259, and 12892 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d – 2000d-4) (prohibition of discrimination in Federally-assisted programs) and implementing regulations of 24 CFR part I; the Age Discrimination Act of 1975 (42 U.S.C. 6101 – 6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (prohibition of discrimination because of disability) and implementing regulations at 24 CFR part 8; Executive Orders 11625, 12138 and 12432 (promoting minority and womens' business enterprise); title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (prohibition of employment discrimination because of disability) and the fair housing advertising poster guidelines at 24 CFR part 110.
3. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

**13. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

**14. OWNER DEFAULT AND PHA REMEDIES**

**a. Owner Default**

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD:
  - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement, or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-assisted mortgage.
6. If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA Remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of the rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA Remedy is not Waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**15. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required Information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD Access to Premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours, and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**16. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of Owner Action or Failure to Act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal Relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors, used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of Third-Party Claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

**d. Exclusion of Owner Claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**17. CONFLICT OF INTEREST**

**a. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the housing choice voucher program, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.

2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of Member of or Delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Contract or to any benefits arising from the HAP contract.

**18. EXCLUSION FROM FEDERAL PROGRAMS**

**a. Federal Requirements**

The owner must comply with and is subject to requirements of 24 CFR Part 24, concerning debarment, suspension and limited denial of participation.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.

**19. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When Consent is Required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
  - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract of the property;
  - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - c. The creation of a security interest in the HAP contract or the property;
  - d. Foreclosure or other execution on a security interest; or,
  - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee Assumption of the HAP Contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of Consent to Transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property including further transfers to any successors or assigns of an approved transferee.

**d. When Transfer is Prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed in the U.S. General Service Administration list of parties excluded from Federal procurement or non-procurement programs.

**20. OWNER DISCLOSURE OF OTHER GOVERNMENT ASSISTANCE**

**a. Owner Disclosure**

The owner must disclose to the PHA in accordance with HUD requirements information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

**b. Limit of Payments**

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amounts of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

**21. OWNER LOBBYING CERTIFICATIONS**

1. The owner certifies, to the best of owner's knowledge and belief, that:
  - a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**22. NOTICES AND OWNER CERTIFICATIONS**

1. Where the owner is required to give any notice to the PHA pursuant to the HAP contract, such notice must be in writing, and must be given in the form and manner required by the PHA.
2. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction made or entered into.

**23. HUD REQUIREMENTS**

The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.

**24. ENTIRE AGREEMENT**

The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner. No changes in the HAP contract may be made except in writing signed by both the owner and the PHA.

**Exhibit A**  
**Description of the Contract Units**

**Daniel Drive Apartments**

<b>Bedroom Size</b>	<b>Address</b>	<b>Initial Rent to Owner</b>
One	701 Daniel Drive Petaluma, CA 94954	\$800
One	705 Daniel Drive Petaluma, CA 94954	\$800

**Exhibit B**  
**Services, Maintenance, and Utilities**  
**To be Provided by the Owner**

**Services:** See Lease Agreement (Exhibit C)

**Maintenance:** The owner must do maintenance work necessary to keep the rental units in compliance with HUD Housing Quality Standards. See Lease Agreement (Exhibit C) for Tenant/Owner responsibilities.

**Utilities Provided by the Owner:** Water, sewer, garbage

**Appliances Provided by the Owner:** Refrigerator and stove



# Exhibit C

## PETALUMA ECUMENICAL PROPERTIES Residential Lease



The parties to this Agreement are Petaluma Ecumenical Properties, referred to as Landlord, and \_\_\_\_\_, referred to as Resident. Landlord leases to Resident \_\_\_\_\_ located at \_\_\_\_\_ Petaluma, California, 94954 in the property known as \_\_\_\_\_ together with fixtures, accessories, and the following appliances and furniture: refrigerator, stove, and window coverings.

**1. Regulations.** This lease and your occupancy of the premises are governed by the Program Regulations (the "regulations") of the: (check all that apply)

- a. California Tax Credit Allocation Committee (TCAC)
- b. Rental Housing Construction Program (RHCP)
- c. Other \_\_\_\_\_

If any terms of this lease are inconsistent or in conflict with regulations applicable to the Project, then the regulations shall control. A copy of the regulations governing your apartment is available for inspection by you during normal business hours at our office of \_\_\_\_\_ may be obtained by writing:

Petaluma Ecumenical Properties  
3920 Cypress Drive, Suite B  
Petaluma, CA 94954  
(707) 762-2336

**2. Length of Time (Term):**

The initial term for this Agreement shall begin \_\_\_\_\_ and end on \_\_\_\_\_. After the initial term ends, the Agreement will continue for successive terms of one month each unless automatically terminated as permitted in paragraph 23 of this Agreement.

**3. Rent:**

The Resident agrees to pay \$ \_\_\_\_\_ for the partial month of \_\_\_\_\_. After that, Resident agrees to pay a rent of \$ \_\_\_\_\_ per month. The amount is due on the first day of the month at the office. Rent shall be paid by check or certified funds only. Dishonored checks must be replaced with certified funds only. No cash will be accepted.

**4. Charges for Late Payments and Returned Checks:**

If Resident does not pay the full amount of the rent shown in paragraph 3 by 5:00 p.m. on the fifth day of the month, Landlord may collect a late fee of \$10.00. Landlord may not terminate this Agreement for failure to pay, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. Landlord may collect a fee on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by Resident. All subsequent payments by Resident shall be applied first to late rent fees, then to bounced check charges, then to past due rent, then to rent currently due.

**5. Condition of Dwelling Unit:**

By signing this Agreement, Resident acknowledges that the unit is safe, clean and in good condition. Resident agrees that all appliances and equipment in the unit are in good working order, except as described in the Unit Inspection Report that is Attachment No. 4 to this Agreement. Resident also agrees that Landlord has made no promises to decorate, alter, repair, or improve the unit, except as listed in the Unit Inspection Report. Nails, tacks, brads, or screws shall not be driven into the woodwork, walls, doors, ceilings, or floors of the property without the Landlord's prior written approval.

Any drape or curtain rod, bracket or track, or any blind, carpeting, light fixture, or any other item whatsoever installed by Landlord in or upon the premises shall become a part of the realty and shall not be removed without Landlord's prior written approval.

Landlord reserves the right to require Resident to remove and or all improvements or alterations made by Resident, even if approved by the Landlord, upon termination of the tenancy. If so instructed, Resident shall return the premises to their original condition at Resident's expense and to Landlord's satisfaction.

**6. Charges for Utilities and Services:**

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. Resident agrees that these charts accurately describe the utilities and services paid by Landlord and those paid by Resident.

- a. Resident must pay for the utilities checked in column 1. Payments should be made directly to the appropriate utility company. The items checked in column 2 are included in the Resident's rent.

<u>Column 1</u> Put an 'x' by any utility Resident pays directly	<u>Type of Utility</u>	<u>Column 2</u> Put an 'x' by any utility included in Resident rent
_____	PG&E	_____
_____	Cable	_____
_____	Telephone	_____
_____	Water	_____
_____	Garbage	_____

- b. Resident will contact all utility companies checked in column 1 before move-in to have these services put in Resident's name.

**7. Security Deposits:**

Resident has deposited \$ \_\_\_\_\_ with Landlord. Landlord will hold this security deposit for the period Resident occupies the unit. No interest is to be paid on such security deposit. After Resident has moved from the unit, the Landlord will determine whether Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a. After Resident has moved from the unit, Landlord will inspect the unit and complete another inventory. Landlord will permit Resident to participate in the inspection, if Resident so requests.
- b. Landlord will refund to Resident the amount of the security deposit less any amount needed to pay the cost of:
  1. Unpaid rent;
  2. Damages that are not due to normal wear and tear and are not listed on the original inspection report;
  3. Charges for late payment of rent and returned checks, as described in paragraph 4; and
  4. Charges for unreturned keys, as described in paragraph 8.
- c. Landlord agrees to refund the amount computed in paragraph 9b within 21 days after Resident has permanently moved out of the unit and returned possession of the unit to Landlord. Landlord will also give Resident a written list of charges that were subtracted from the deposit. If Resident disagrees with Landlord concerning the amounts deducted and asks to meet with Landlord, Landlord agrees to meet with Resident and informally discuss the disputed charges.
- d. If more than one person rents the unit, Residents agree that they will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Resident identified in paragraph 1 of this Agreement.
- e. Resident understands that the security deposit may not be used during Resident's occupancy of the unit in lieu of rent or any of the charges set forth in this Agreement.
- f. Resident agrees not to use security deposit as last month's rent.

#### **8. Locks and Keys:**

Resident agrees not to install additional or different locks or gates on any doors or windows of the unit. If Landlord approves Resident's request to change a lock, Resident agrees to provide payment in advance for the replacement lock. When this Agreement ends, Resident agrees to return all keys to the dwelling unit to Landlord.

#### **9. Maintenance:**

- a. Landlord agrees to:
  1. Regularly clean all common areas of the project;
  2. Maintain the common areas and facilities in a safe condition;
  3. Arrange for collection and removal of trash and garbage;
  4. Maintain all equipment and appliances in safe and working order;
  5. Make necessary repairs with reasonable promptness;
  6. Maintain exterior lighting in good working order;
  7. Provide extermination services, as necessary; and
  8. Maintain grounds and shrubs.
- b. Resident agrees to:
  1. Keep the unit clean;

2. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
3. Not litter the grounds or common areas of the project;
4. Not destroy, deface, damage, or remove any part of the unit, common areas, or project grounds;
5. Give the Landlord prompt notice of any defects in plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities;
6. Remove garbage and other waste from the unit in a clean and safe manner; and
7. Replace any windows or screens that are lost or damaged during the Resident's residency.

#### **10. Damages:**

Whenever damage is caused by carelessness, misuse, or neglect on the part of Resident, his/her family or visitors, Resident agrees to pay:

- a. The cost of all repairs and do so within 30 days after receipt of Landlord's demand for the repair charges; and
- b. Rent for the period the unit is damaged whether or not the unit is habitable.

#### **11. Restrictions on Alterations:**

Resident agrees not to do any of the following without first obtaining Landlord's written permission:

- a. Change or remove any part of the appliances, fixtures or equipment in the unit;
- b. Paint or install wallpaper or contact paper in the unit;
- c. Attach awnings or window guards in the unit;
- d. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
- e. Attach any shelves, screen doors, or other permanent improvements in the unit;
- f. Install washing machines, dryers, fans, heaters, or air conditioners in the unit; or
- g. Place any aerials, satellite dishes, antennas, or other electrical connections anywhere in the project.

#### **12. General Restrictions:**

Resident must live in the unit and it must be Resident's primary place of residence. Extended leaves of absence, except medical, may not exceed sixty (60) days and must be approved in writing by the Landlord. Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Resident Eligibility Form. (Attachment #1) Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. Resident agrees not to:

- a. Sublet or assign the unit or any part of the unit;
- b. Use the unit for unlawful purposes;

- c. Engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. Have pets or animals of any kind in the unit without prior written permission of the Landlord, or
- e. Make or permit noises that will disturb the rights or comfort of neighbors. Resident agrees to keep the volume of any stereo system, television, or musical instrument at a level that will not disturb neighbors.

### 13. Community Rules:

Resident agrees to abide by the Rules that are Attachment No. 3 to this Agreement. Resident agrees to obey additional rules established after the date of this Agreement if:

- a. The rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and
- b. Resident receives written notice of the proposed rule at least 30 days before this rule is enforced.

### 14. Regularly Scheduled Recertification:

Your eligibility to occupy this unit is based on information that you have provided to us regarding your household income and assets. Every year the Landlord will request Resident to report the income and composition of Resident's household and to supply any other information required by HUD or other government agencies for the purposes of determining Resident's rent and/or assistance payment, if any. Resident agrees to provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord will verify the information supplied by Resident and use the verified information to recalculate the amount of Resident's rent and to ensure the household is not over income. If upon recertification, your income increases over the limits specified for the property, your rent will be recalculated according to state and federal regulations of the agencies that govern the property.

- a. If Resident does not submit the required recertification information by the date specified in Landlord's request, Landlord may impose the following penalties. Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks, and instructions related to the administration of senior housing subsidy programs or other government agency regulations.
  - 1. Requires Resident to pay the higher, HUD-approved market rent for the unit.
  - 2. Implement any increase in rent resulting from the recertification process without providing the 30-day notice, otherwise required by paragraph 3 of this Agreement.
- b. Resident may request to meet with Landlord to discuss any change in rent or assistance payment resulting from the recertification process. If Resident requests such a meeting, Landlord agrees to meet with Resident and discuss how Resident's rent and assistance payment, if any, were computed.

**15. Reporting Changes Between Regularly Scheduled Recertifications:**

- a. If any of the following occurs, Resident agrees to advise Landlord immediately:
  - 1. Any household member moves out of the unit;
  - 2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
  - 3. The household's income cumulatively increases by \$40 or more per month.
- b. Resident may report any decrease in income or any change in other factors considered in calculating Resident's rent. Unless Landlord has confirmation that the decrease in income or change in other factors will last less than one month, Landlord will verify the information and make the appropriate rent reduction. However, if Resident's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and Landlord may not evict Resident for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. Resident has thirty days after receiving written notice of any rent due for the above described period to pay or Landlord can evict for nonpayment of rent.
- c. If Resident does not advise Landlord of these interim changes, Landlord may increase Resident's rent to the HUD-approved market rent. Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations or other State regulations, handbooks, and instructions on the administration of senior housing subsidy programs.
- d. Resident may request to meet with Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If Resident requests such a meeting, Landlord agrees to meet with Resident to explain how Resident's rent or assistance payment, if any, was computed.

**16. Resident Obligation to Repay:**

If Resident submits false information on any application, certification or request for interim adjustment, or does not report interim changes in family income or other factors as required by paragraph 15 of this Agreement, and as a result is charged less than the amount required by HUD's rent formulas, Resident agrees to reimburse Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. Resident is not required to reimburse Landlord for undercharges caused solely by Landlord's failure to follow the "regulations". HUD's procedures for computing rent or assistance payments.

**17. Occupancy:**

- a. Premises shall be occupied only by members of Resident's household consisting of \_\_\_\_\_ household member(s) (anyone 18 years of age or older) with the following names. Resident must inform Landlord in writing and receive written approval before allowing another person to reside in the unit. The approved Resident of the premises are:

Name	Age	Name	Age
------	-----	------	-----

- b. Resident shall not sublease or assign this lease or any portion thereof. If Resident attempts to sublease or assign this lease, any such sublease shall be null and void and no right to occupy this unit shall arise therefrom.
- c. Resident must be 62 years of age or older. Resident acknowledges that this lease is between Landlord and each person executing this lease jointly and severally. In the event of default by any one, each and every remaining person who executed the lease shall be responsible for payment of the total rent, as stated in paragraph 3, or as amended in paragraph 14, and all other provisions of this lease.
- d. No additional person may occupy the premises without prior written approval. No guests are allowed to stay at the premises for more than seven (7) consecutive days or more than fifteen (15) total days in any six (6) month period without prior written approval.

**18. Access by Landlord:**

Landlord reserves the right to enter and inspect the premises after giving notice in writing to Resident for:

- a. Making necessary or agreed upon repairs, alterations, or improvements;
- b. Inspecting for compliance with terms of the lease;
- c. Showing the premises to prospective lenders, purchasers, residents, contractors, or repair workers or representatives of any governing program;
- d. Performing contracted pest control services;
- e. Conducting annual and any other inspections.

Twenty four (24) hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, Landlord may enter the premises without notice if necessary in an emergency, including, without limitation, the occurrence of fire or flooding.

**19. Emergency contact:**

Resident shall provide Landlord with current emergency contact, whom Landlord will contact in the event that Resident becomes incapacitated. Current name, address and telephone number of Emergency Contact person is amended to this lease as Attachment No. 8.

**20. Emergency Call Systems**

Emergency Pull cords are located in the bathroom and/or bedroom of every unit. A master annunciation panel is located on the property and connected to a certified response monitoring agency. When a resident has an emergency and pulls the cord, the alarm sounds and is automatically responded to by the monitoring agency who in turn calls 911. Cords should be used ONLY in emergencies. PEP staff provides no medical care at any time.

There is no guaranteed response to this system. Resident should call 911 if possible to insure the fastest emergency response. By initialing below, you hereby acknowledge that you are aware that the emergency call system is not a responsibility of the Landlord.

\_\_\_\_\_  
(Initial)

**21. Discrimination Prohibited:**

Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as recipients of public assistance, or because there are children in the family.

**22. Change in Rental Agreement:**

Landlord may change the terms and conditions of this Agreement. Any change will become effective only at the end of the initial term or a successive term. Landlord must notify Resident of any change and must offer Resident a new Agreement or an amendment to the existing Agreement. Resident must receive the notice at least 60 days before the proposed effective date of the change. Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to Landlord. Resident may reject the changed terms and conditions by giving Landlord written notice that he/she intends to terminate the tenancy. Resident must give such notice at least 30 days before the proposed change will go into effect. If Resident does not accept the amended Agreement, Landlord may require Resident to move from the project, as provided in paragraph 23.

**23. Termination of Tenancy:**

- a. To terminate this Agreement, Resident must give Landlord 30 days written notice before moving from the unit. If Resident does not give the full 30 day notice, Resident shall be liable for rent up to the end of the 30 days for which the notice was required or to the date the unit is re-rented, whichever comes first.
- b. Any termination of this Agreement by Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this agreement. Landlord may terminate this Agreement only for:
  - 1. Resident's material noncompliance with the terms of this Agreement. Material noncompliance includes (1) one or more substantial violations of the lease including, but not limited to, three or more late rent payments [defined as received after the fifth (5<sup>th</sup>) day of the month] within any six (6) month period; (2) repeated minor violations of the lease that: (a) disrupt the livability of the project, (b) adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project; (3) failure of the Resident to timely supply all required information on the income and composition or eligibility factors of Resident household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation after the due date but within the grace period permitted under State law constitutes a minor violation. Any behavior which adversely affects the health or safety of any person may result in a Three Day Notice to Terminate Tenancy and is a non-curable breach of this Lease.

2. Resident's material failure to carry out obligations under any State Landlord and Resident Act; or
  3. Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents or by persons residing in the immediate vicinity of the project, or any drug-related criminal activity on or near the project, engaged in by a Resident, any member of a Residents household, or any guest or other person under Resident's control, as mandated in HUD's "one strike rule; or
  4. Any other good cause, which includes, but is not limited to, Resident's refusal to accept Landlord's proposed change to this Agreement. Termination for "other good cause" may only be effective as of the end of any initial or successive term; or
- c. If Landlord proposes to terminate this Agreement, Landlord agrees to give Resident written notice of the proposed termination. If Landlord is terminating this Agreement for "other good cause", the termination notice must be mailed to Resident and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date Resident will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
- Specify the date this Agreement will be terminated;
  - State the grounds for termination with enough detail for Resident to prepare a defense;
  - Advise Resident that he/she has ten (10) days within which to discuss the proposed termination of tenancy with Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. The "date the notice is mailed" is defined as the date the notice was placed into the United States mail with first class postage prepaid. If Resident requests the meeting, Landlord agrees to discuss the proposed termination with Resident; and
  - Advise Resident of his/her right to defend the action in court.

**24. Grievance and Appeal Procedure.** We have adopted a procedure complying with all potential program regulations which may govern the occupancy of your apartment for the resolution of disputes arising out of this lease or your occupancy of the Premises. The procedure establishes your right to a hearing on grievances related to your occupancy and appeal of most of our decisions regarding your occupancy, including notices of termination and eviction, but not for those notices excepted in the grievance and appeals procedures. By initialing as provided, you acknowledge receipt of such procedure (Attachment No. 2) upon occupancy.

(Initials)

#### **25. Hazards**

Resident shall not undertake, or permit his/her family or guest to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material noncompliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be

lived in and the damage is not caused or made worse by Resident, Resident will be responsible for rent only up to the date of destruction.

**26. Penalties for Submitting False Information:**

Knowingly giving Landlord false information regarding income or other factors considered in determining Resident's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, a Resident could become subject to penalties available under Federal law. These penalties include fines up to \$10,000 and imprisonment for up to five years.

**27. Contents of this Agreement:**

This Agreement and its Attachments make up the entire Agreement between Landlord and Resident regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both Landlord and Resident will continue to be bound by them.

**28. Waiver:**

Failure of Resident or the owner to insist upon the strict performance of these terms, agreements and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of Resident's or Landlord's right thereafter to enforce any such term, but the same shall continue in full force and effect. The acceptance of rent by Landlord shall not waive his right to enforce any term herein.

**29. Notices:**

Any notice which either party may give or is required to give may be given by mailing the same or by personal delivery to Resident at the premises or to the Landlord at the Office of Petaluma Ecumenical Properties, Inc. or at such other places as may be designated by the parties from time to time.

**30. "Megan's Law"**

Notice: The California Department of Justice, sheriffs' departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service."

**31. Proposition 65 – "The Safe Drinking Water and Toxic Enforcement Act of 1986."**

We are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. These signs are posted at each property.

**32. Attachments to Agreement:**

Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement. (Check all that apply)

- Attachment Number 1 – Form 50059 or other Certification/Recertification of Resident Eligibility
- Attachment Number 2 - Grievance and Appeal Procedure
- Attachment Number 3 – Community Rules Agreement
- Attachment Number 4 – Unit Inspection Report
- Attachment Number 5 – Reasonable Accommodations Notice
- Attachment Number 6 – Pesticide Notification
- Attachment Number 7 – Security Deposit Agreement
- Attachment Number 7a – Security Deposit Transmittal
- Attachment Number 8 – Emergency Information
- Attachment Number 9 – Pet Policy
- Attachment number 9a – Pet Deposit & Receipt
- Attachment Number 10 – Service Animal Agreement
- Attachment Number 10a – Service Animal Agreement
- Attachment Number 11 – Emergency Contact Form
- Attachment Number 12 – Low Income Tax Credit Addendum
- Attachment Number 13 – Section 8 Lease Addendum
- Attachment Number 14 – Mold Notification
- Attachment Number 15 - Fully Accessible Units (Disabled)
- Other - \_\_\_\_\_

**Signature(s):**

**RESIDENT**

By:

1. \_\_\_\_\_

\_\_\_\_\_ Date signed

2. \_\_\_\_\_

\_\_\_\_\_ Date signed

**LANDLORD**

By:

1. \_\_\_\_\_

\_\_\_\_\_ Date signed

2. \_\_\_\_\_

\_\_\_\_\_ Date signed

**Petaluma Ecumenical Properties  
Grievance and Appeal Procedure**

1. DEFINITIONS

- a. \_\_\_\_\_, is referred to as "the project" in this procedure.
- b. Petaluma Ecumenical Properties is referred to as "management" or "we"/"us" in this procedure.
- c. Complainant is defined as any resident or prospective resident in the project whose rights, duties, welfare, or status are or may be adversely affected by management's action or failure to act and who files a grievance with management with respect to such action or failure to act. Complainant is referred to in this procedure as "complainant," "you," or "resident."
- d. Grievance is defined as any dispute with respect to management action or failure to act in accordance with lease requirements, or any management action or failure to act involving the interpretation of management regulations, policies, or procedures which adversely affects the rights, duties, welfare, or status of the complainant.

2. DISTRIBUTION AND AMENDMENTS TO THIS PROCEDURE.

We must give a copy of this procedure to you at the time you move into the project and to each prospective resident who is rejected for tenancy. Whenever this procedure is changed, we must provide a revised copy to you, with a 30-day notice of any change's effective date.

3. APPLICABILITY.

- a. This procedure shall apply to all individual grievances between you and us.
- b. This procedure shall not apply to:
  - 1) the validity or propriety of the terms and conditions of the residential lease,
  - 2) eviction or termination of tenancy based upon your creation or maintenance of a threat to the health or safety of other residents or our employees,
  - 3) class grievances, and
  - 4) disputes between you and other residents not involving us.

4. RIGHT TO A HEARING.

When you file a written or oral request as described in this procedure, you are entitled to a hearing, relative to any grievance as defined in Section 1. of this procedure.

5. TYPES OF HEARINGS.

There are two types of hearing with respect to this procedure:

- a. Informal hearing. This is an informal meeting between you and us to discuss your grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing. In the event the problem is not settled, you are entitled to request a formal hearing as provided in this procedure.
- b. Formal hearing. This is a formal hearing with you, us, and a hearing officer or hearing panel.

6. INFORMAL HEARING.

- a. Presentation of grievance. You must personally present your grievance either orally or in writing to us at our office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed five (5) days from our action or failure to act which is the basis for your grievance. The grievance may be simply stated, but you should specify the particular ground(s) for the grievance and the action or relief you seek. We will schedule a meeting with you within five working days after we receive your request.
- b. Summary and answer. We will prepare a written, dated, and signed answer to your grievance with a reasonable time, not to exceed fourteen days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the names of the hearing participants, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefor, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.
- c. Request for a formal hearing. If you are dissatisfied with the proposed disposition of the grievance as stated in the answer, you may submit a written request to us for a formal hearing. You should make your written request within a reasonable time after you receive the answer to the grievance, not in excess of five days, and you must date and sign the request. We will place a copy of your request in your file along with the grievance and the answer.
- d. Failure to request a hearing. If you do not request a formal hearing within the time allowed in c. above, you waive your right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

**FORMAL HEARING.**

- a. **Selection of the hearing officer or hearing panel.** When we receive your request for a formal hearing, we will contact you in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be an impartial, disinterested person selected jointly by you and us. If you and we cannot agree on a hearing officer, you and we shall each appoint a representative and the two members so appointed shall select a third member. If the members you and we appoint cannot agree on a third member, such member shall be appointed by an independent organization contacted by us, such as a local mediation board or chapter of the American Arbitration Association "JAMS". The members of the panel shall elect the chairperson of a hearing panel.

The following guidelines govern the selection of hearing officers and panel members:

- 1) No relative of yours may serve as a hearing officer or panel member.
  - 2) None of our officers or employees who directly proposed a disposition to the grievance or whose duties and responsibilities directly involve him/her in any way with the grievance at issue may serve as a hearing officer or panel member for the formal hearing.
  - 3) The third member of a panel may not be one of our officers or employees, or a resident of any property under our jurisdiction.
- b. **Time limits.** Both you and we must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected and the hearing scheduled by us as promptly as possible, no more than five days after the receipt of your request for a hearing. We will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. We will inform you of the schedule for the hearing and the procedures governing the hearing by way of written notification delivered or mailed to you no less than five days in advance.
- c. **Fair hearing.** You are entitled to a fair hearing providing the basic safeguards of due process before the hearing officer or panel and counsel or another person chosen as your representative may represent you. You must be personally present at the hearing.
- d. **Private hearing.** The hearing will be private unless you request a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.
- e. **Discovery.** You or we may request, in advance, and at your or our expense, a transcript of the hearing.
- f. **Disputed rents or other charges.** If the grievance involves the amount of rent, or other charges that we claim as due, we may require you to pay to us up to 100% of any disputed rent or charges, and we will deposit the funds in a trust account until resolution of the dispute. If you fail to make the required payments, the hearing officer or hearing panel may determine that you have waived your right to a hearing. Your failure to make payments shall not constitute a waiver of your right to thereafter contest our disposition of the grievance in an appropriate

judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to you or directed to us as is appropriate based upon the decision of the hearing officer or hearing panel.

- g. Proof. At the hearing, you must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on us to justify the action or inaction we proposed in the answer to the grievance. You may present evidence and arguments in support of your grievance, raise arguments against evidence relied upon by us, and confront and cross-examine all witnesses on whose testimony or information we rely.

Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or documentary evidence, as limited, however, to the facts and issues raised by the grievance and answer, may be received by the hearing officer or hearing panel without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

- h. Failure to appear at hearing. If either you or we fail to appear at a hearing, the hearing officer or hearing panel may postpone the hearing for up to five days, or make a determination that the absent party has waived its right to a hearing.

8. DECISIONS OF THE HEARING OFFICER OR HEARING PANEL.

The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable law.

- a. Proposed decision. Both you and we may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each of us shall submit same to the officer or panel for consideration.
- b. Written decision. The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by you or us. This shall be done within a reasonable time after the date of the hearing, not to exceed five days. Copies thereof shall be mailed or delivered to parties and/or their representatives. Also, we will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in your file.
- c. Costs. If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expenses of the hearing to you. In all other cases, the costs and expenses of the formal hearing shall be borne equally by PEP and the resident. Both parties shall be required to pay their share of the costs and expenses to the hearing officer no later than 24 hours prior to the hearing.

9. ENFORCEMENT OF HEARING OFFICER'S OR HEARING PANEL'S DECISION.

- a. Compliance with decision. If the decision is in your favor, we shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless we determine and notify you in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, or local law. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed.
- b. Failure to comply with decision. Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.
- c. Enforcement of an eviction action. If you request a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal to evict, our action to regain possession runs concurrently with the grievance procedure.

10. RIGHT TO GO TO COURT.

This grievance and appeal procedure has been established to provide all parties with a nonjudicial means of resolving problems and disputes. Neither use of nor participation in any of the procedures included herein, nor a decision by the hearing officer or hearing panel, which is in favor of us and/or denies you your requested relief in whole or in part, shall constitute a waiver of, nor affect in any manner, whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter.

**Petaluma Ecumenical Properties  
Community Rules Agreement**

Welcome to PEP! We have developed these community rules to ensure your living environment is safe and comfortable. These "rules" are consistent with all government local, state, and federal regulations. You are responsible for knowledge of and compliance with these community rules. Your support and cooperation as a resident is needed to maintain harmonious and pleasant living conditions within your community. Your On-site Manager should be your first point of contact for all concerns.

This agreement is attached to and forms part of the Residential lease dated \_\_\_\_\_, between Petaluma Ecumenical Properties, Inc. and \_\_\_\_\_

Resident(s).

**1. Office Hours**

The apartment community business and rental office hours (as applicable) and emergency telephone numbers are posted in the community room/laundry room of your community.

**2. Children.**

It is your responsibility to supervise children in your care.

For their protection, children should play only when supervised by a Resident, a parent, or other adult. Children must not play in areas that will destroy landscaping, damage property, or cause disturbances to other residents. Children must not be permitted to play in the driveways, parking areas, trash collection areas, laundry room, or stairways.

Residents are responsible for supervising and instructing the children of their guests in the proper use of equipment. Residents are responsible for damage and injuries caused children in their care.

**3. Guests.**

The safety of your guests is your responsibility. Management is not liable for injury to guests or damage to their property while visiting. It is the responsibility of all residents to see that their guests obey all rules of the community.

Recreation facilities, community areas and laundry room, if any, are intended primarily for use by our residents. The Resident must accompany guests while they use these facilities or the Manager will request that all of the guests leave the premises immediately.

**4. Noise.**

Noise from your radio, stereo, party, spirited discussion, or other source must not disturb other residents at any time of the day or night. Any activity that results in denying to other residents the quiet environment of the community may result in recommendation for terminating a residency. The Key Tenant or On-site Manager shall be the judge of acceptable noise levels.

### **5. Parking.**

You must furnish the Manager with a written notice of the make, type, and license number of any vehicle that is parked on the premises. Resident is allowed one parking space on the property. In addition you must provide a valid insurance card and registration card issued by the DMV. Guests are to use Visitor or off-premises parking at all times.

Any vehicle illegally parked on the property, or any vehicle that obstructs entrances or exits to any part of the community, or violates any other parking policy will be towed away and stored at the expense of the violator.

Properties with twenty-five (25) or more residents will be issued a parking permit which must be attached to your vehicles' inside windshield and displayed at all times. This ensures only residents are utilizing the parking spaces.

Only automobiles may be parked on the property. The parking of boats, boat trailers, trailers, campers, recreational vehicles, or commercial vehicle anywhere on the premises is prohibited. Motorcycles are permitted in designated spaces only, and are not allowed on sidewalks, landscaped areas, patios, or in your apartment.

Auto repairs, except for the changing of flat tires and other minor adjustments that are completed within twenty-four (24) hours, are not permitted on the premises. Vehicles with fluid leaks must be repaired immediately but not later than one (1) week of the date of any Warning Notice. The Resident will bear the cost of clean up of, and repairs to, the parking surface. All vehicles will be kept registered and in working condition while on the premises.

Bicycles, if kept outside, are to be kept in areas specifically designated for bicycles only.

### **6. Pets.**

Pets are allowed on the premises in accordance with the Pet Policy. (Attachment #9)

Certified service animals or service animals in training as verified by a certified trainer are allowed in accordance with the Certified Service Animal Policy. (Attachment #10)

### **7. Alcoholic Beverages.**

Drinking of alcoholic beverages will not be permitted in common areas, including the driveway and parking lot(s). Disorderly conduct resulting from drunkenness or inebriation will not be permitted on the premises.

### **8. Maintenance.**

Please contact the On-site Manager or the PEP office during posted business hours for any maintenance request you may have. Non-emergency services will be handled during business hours.

Emergencies should be reported at any time by first calling the Manager. If the Manager is unavailable, follow the Emergency Contact Policy (Attachment #11) which is also posted in the community/laundry rooms. They will contact the Management staff person on duty. Emergencies are fires, leaks, water flooding, and electrical problems that may pose a threat to

residents or to the building. Maintenance issues that occurred yesterday or last week and that you are just now reporting are not considered emergencies. Only absolute emergencies will receive attention after hours.

The use of abrasives for cleaning in apartments is prohibited. Check with the Manager for a list of authorized non-abrasive cleaners for counters, cabinets, floors, sinks, and tub areas.

#### **9. Lockout and Lost Keys.**

You are responsible for the custody and care of issued keys. Residents locked out of their apartment due to misplaced keys or keys left in the apartment will not be charged. Any replacement keys to the apartment, mailbox, or other locked area will be replaced subject to the key replacement charge of \$ 5.00. Residents who fail to return all issued keys upon termination of tenancy will be charged for missing keys and re-keying service. Lockout and replacement charges are subject to change without notice.

#### **10. Utilities.**

Electricity must be connected and operating within the unit at all times to prevent damage to the refrigerator. Upon move-out, you must clean the refrigerator and leave the door open. Except as noted in your Lease, you will be responsible for the utilities used at the premises. We are not liable for interruption or failure in the supply of any such utilities to your apartment.

#### **11. Smoke Detectors and Fire Alarm Systems.**

The premises are equipped with a smoke detection device. You should keep the smoke detector unobstructed, clean and free from dust, lint, and other foreign material. You should inform Management immediately of any defect, malfunction or failure of any detector. You must allow Management access to the premises for testing smoke detectors periodically.

You or your guests must not tamper with, disable, alter, or abuse the fire alarm system. Such an act will be considered a material noncompliance and/or breach of the Lease and could be cause for termination of your tenancy. You must immediately report any known tampering or malfunction of the fire alarm system to the Management.

#### **12. Balconies, Patios, Yards, Entrances.**

Your entry, patio, and/or balcony must be kept safe, clean, and neat. Potted plants will not be permitted on balcony rails. Patios, balconies, and entryways cannot be used for storage. Awnings and other screens or shade devices may not be installed without the Manager's prior written permission. Clothing, towels, mops, trash, or other personal items are not permitted on hand or balcony rails, or in walkways, windows, entryways, or patios.

#### **13. Barbecues.**

You may use electric, charcoal, or propane only under the following restrictions:

- A. When in use, the barbecue must be at least three (3) feet from any fence or siding, and at least two (2) feet above the deck surface.
- B. Barbecues may not be placed on top of any railing.

- C. Barbecues must be cold to the touch before being stored or placed inside or under any building structure.
- D. An adult must constantly attend barbecues at all times during operation.
- E. The Resident assumes all risk and liability for any damage or loss caused by their use of a barbecue device or appliance.
- F. Charcoal briquettes and other barbecue paraphernalia shall not be stored in patio or balcony areas.

#### **14. Garbage and Trash Disposal.**

Garbage and trashcan lids must be kept closed at all times. Management will make very effort to provide containers for recycling. Recycling rules require that we do not put trash in the recycling containers or we will be fined. If you contaminate the recycling containers with trash, you will be charged for the cost to clean them out.

#### **15. Laundry Rooms.**

You may use the laundry facilities at your own risk. Please use the laundry facilities only between the posted hours of operation. Management cannot be responsible for the care or condition of any Resident's clothing. Please assist us in keeping the laundry rooms clean. Wipe off all machines and remove lint when done. Tinting or dyeing clothes in the laundry equipment is prohibited. Please use trashcan provided for empty detergent containers and dryer lint. Report equipment problems to the Management Office.

#### **16. Community Room Usage**

The community room is for every resident's enjoyment and the occasional use of management for meetings, luncheons, etc. Hours of use are posted. Requests may be made in writing for hosting special private events and must be pre-approved by management. There are specific rules which govern usage of these rooms. The Manager will provide details and necessary forms for you.

#### **17. Waterbeds, Fish Tanks.**

No liquid furniture of any kind (e.g., waterbed) or fish tank exceeding five (5) gallons is allowed on the premises without the prior written consent of Management. Consent will not be unreasonably withheld.

#### **18. Alterations.**

As noted in the Lease, you will not make any alterations to an apartment without written consent of Management. You also agree not to use adhesive-type hooks on any wall, ceiling, or fixture on the premises. Residents may not install any radio or TV antenna or aerial, air conditioning equipment or other heating or cooling unit on the roof, window, or side-walls of the premises, without the prior written permission of Management. You agree not to pierce the exterior stucco, paneling or trim with sharp objects, such as nails, screws, hooks, or staples.

**19. Windows and Doors.**

Tin foil, window air conditioners, colored drapes, papers, or other such items are not allowed in your windows or glass doors. Only window coverings with all white backing showing to the outside of the window are permitted. The Management must approve any deviations from this rule.

Any damage to unit doors will be your responsibility. Do not paste, glue, or nail anything to the doors or force entry because of loss or misplacement of keys. Cost of replacement of broken windows and screens will be charged to you if the breakage was caused from within the unit or by the Resident, Resident's children, or guests.

**20. Wall, Ceiling, and Fixture Patching and Painting.**

Upon termination of tenancy, you agree to remove all nails, tacks, pins, hooks, and other such devices from all walls, ceilings, and fixtures within the premises. You may not repair any damage to the walls or ceilings caused by the removal of nails, tacks, pins, hooks, and other such devices. After tenancy, any needed repairs will be done by Management and the cost of such withheld from your Security Deposit.

**21. Childcare/Commercial Business**

No childcare or commercial business is permitted on the premises without the prior written consent of the Manager.

**22. Security.**

For emergency security assistance, we suggest you call the local Police/Sheriff at 911.

**23. Zero Tolerance**

Any resident, employee, guest, vendor or person found to be carrying or using recreational or illegal drugs on PEP property will be immediately given notice to vacate the property and will be reported to the appropriate authorities.

**24. Relations with Staff.**

We ask that you do not compensate any PEP staff member for work performed in your apartment. We do not want you to feel obligated to give gifts to staff. However, small gestures of appreciation are permitted. Staff is not permitted to perform personal favors, and should not be requested to do so. This includes, but is not limited to, repairs of personal property, errands, witnessing documents, working on their free time, lending or borrowing money or holding of valuables or goods.

**25. Supplies.**

Property on the grounds or in the laundry and/or community room is for every resident's enjoyment. We ask you do not remove any belonging or supplies without prior permission of the manager. PEP will not be responsible for damage you cause to community property, and you may be charged if negligence is proven.

**These Community Rules become apart of your lease and will be enforced. Persistent violation is a basis for eviction.**

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Petaluma Ecumenical Properties

Apartment Inspection Report: Check One : Move In \_\_\_\_\_ Move Out \_\_\_\_\_

Property Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

Name of Resident(s): \_\_\_\_\_

Apt. No.: \_\_\_\_\_ No. of Bedrooms: \_\_\_\_\_ No. of baths: \_\_\_\_\_

	Acceptable		Repairs Needed
	Yes	No	
<b>KITCHEN</b>			
Ceiling			
Doors			
Walls			
Floor			
Stove			
Refrigerator			
Drainboard			
Sink			
Electric fixtures			
Cabinets			
Other			
<b>BATHROOM</b>			
Ceiling			
Doors			
Walls			
Floor			
Toilet			
Sink			
Tub or shower			
Electric fixtures			
Other			
<b>LIVING &amp; DINING AREA</b>			
Ceiling			
Doors			
Walls			
Floor			
Electric fixtures			
Window(s)			
Other			
<b>BEDROOM</b>			
Ceiling			
Doors			
Walls			
Floor			
Electric fixtures			
Window(s)			
Other			

	Acceptable		Repairs Needed
	Yes	No	
<b>HEATING/COOLING</b>			
Furnace			
Filter			
Thermostat			
Hot water heater			
<b>MISCELLANEOUS</b>			
Screens			
Drapes			
Porch/patio			
Stairs			
Other			
<b>YARDS</b>			
Front			
Back			
Side			
<b>OTHER</b>			

**Resident Certification**

I certify that the foregoing 2-page report correctly represents the conditions of the above-identified apartment.

Signature(s) of Resident family members who Made this inspection:

\_\_\_\_\_  
\_\_\_\_\_

**Owner Certification**

I certify that the foregoing 2-page report correctly represents the conditions of the above-identified apartment. If this report discloses any deficiencies, I certify that they will be remedied within 30 days of the date this resident moves into this apartment.

Signature of Owner:

\_\_\_\_\_

**Petaluma Ecumenical Properties**

**Notice to all applicants: Reasonable Accommodations for applicants with Disabilities**

This property is managed by Petaluma Ecumenical Properties. We provide housing to senior families. We are not permitted to discriminate against applicants based on race, color, religion, sex, national origin, familial status, disability, or handicap. We have a legal obligation to provide "reasonable accommodations" to applicants if they or any family members have a disability or handicap. Compliance actions may include reasonable accommodations such as structural modifications to the unit or premises, to the extent these can be implemented without creating financial or administrative burdens on the property.

A reasonable accommodation is some modification or change that we can make to the policies or procedures that will assist an otherwise eligible applicant with a disability to take advantage of the program. Examples of reasonable accommodations and structural modifications include:

- Altering a unit so it could be used by a family member with a wheelchair;
- Installing strobe-type flashing-light smoke detectors in an apartment for a family with a hearing-impaired member;
- Making large type documents or a reader available to a vision impaired applicant during the application process;
- Making a sign language interpreter available to a hearing impaired applicant during the interview;
- Permitting an outside agency to assist an applicant with a disability to meet the property's applicant screening criteria.

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy: they must be able to pay rent, to care for their apartment, to report required information to the management, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a family member has a disability or handicap and think you might need or want a reasonable accommodation, you may request it at any time in the application process or after admission. If you would prefer not to discuss your condition with management, that is your right.

If you do choose to make such a request, you waive your right to privacy concerning your situation only to the extent necessary to verify the need for such accommodation or modification.

Applicant/Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant/Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Petaluma Ecumenical Properties  
Pesticide Notification

**CALIFORNIA STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION:**

**Caution – Pesticides are toxic chemicals. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding. For further information, contact any of the following: the local Hydrex office; for health questions – the County Health Department (see below); for Application information – the Structural Pest Control Board, (800) 737-8188, 1418 Howe Ave., Suite #18, Sacramento, CA 95825.**

**COUNTY AGRICULTURAL COMMISSIONERS**

Marin (415) 899-8601 Solano (707) 421-7465  
Napa (707) 253-4357 Sonoma (707) 527-2371  
or (707) 565-2371

**COUNTY HEALTH DEPT.**

Marin (415) 499-6921 Solano (707) 421-6644  
Napa (707) 253-4279 Sonoma (707) 565-4700

**POISON CONTROL**

Sacramento (800) 876-4766  
San Francisco (800) 523-2222

**Petaluma Ecumenical Properties  
Security Deposit Refund/Retention Notification**

**Please read the following carefully.** You will be responsible for the following items upon moving out of your apartment. We will consider the condition of your apartment noted on the Move-In Inspection Form and charge you for any changes (normal wear and tear excepted) at move-out.

**Rent:**

Before moving out, a 30-day written notice of intent to vacate is required. You will be expected to pay rent for an additional 30 days after the date we receive the written notice. If you vacate the apartment before the end of the 30-day notice and, during this time, the apartment is re-rented, your rent obligation will stop the day before the day the new residents take possession of the apartment. If you do not submit a written notice, you will be responsible for rent for 30 days from the time the apartment is discovered vacant.

**Cleaning:**

The apartment should look like new upon moving out, excepting normal wear and tear. You are responsible for completely cleaning your apartment before returning the keys and completing a move-out inspection. Once you surrender the keys, you may not enter the apartment to clean.

**A. Entire Apartment – General Cleaning**

1. **Painting:** Do not attempt to paint or touch up your apartment.
2. **Windows:** Wash inside and clean or vacuum door tracks.
3. **Trash:** Remove all trash from the unit. Sweep walkways and patio areas.
4. **Walls:** Remove all nails and hooks.

**B. Kitchen and Bath**

1. **Floors:** Wash floors completely. Exercise care when moving refrigerator so as not to damage floor or floor covering.

- 2. Appliances: Clean refrigerator inside and out, including crisper and ice trays. Clean oven, range top, drip pans, and range hood. Clean medicine cabinet and toilet fixtures.
- 3. Cupboards. Never use permanent contact paper. You will be charged if we have to remove it.
- 4. Remove and dispose of shower curtain.

**Damages:**

When you give notice to terminate your residency, you will be sent move out instructions. If upon vacancy anything in your apartment needs to be repaired or replaced, you will be charged for the actual cost of hiring an outside contractor, if one is used. If PEP performs the work, you will be charged for the cost of supplies plus labor of \$25.00 per hour.

**Statement:**

Within three weeks (21 days) after your move-out date, we will mail an itemized statement of all charges to your forwarding address, or your last known address, if we have no forwarding address. Any rent or security deposit to be refunded will be included with this statement. Any outstanding charges are to be paid within 30 days.

Failure to schedule the move out inspection and return the apartment to the condition it was in at the time of move in may result in the loss of your security deposit.

**I understand and agree to all of the items listed above.**

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

etaluma Ecumenical Properties  
**SECURITY DEPOSIT TRANSMITTAL**

**MOVE IN**

Complex Name \_\_\_\_\_ Apt. # \_\_\_\_\_

Resident's Full Name \_\_\_\_\_ Move-in Date \_\_\_\_\_  
(May be paid in 4 monthly installments)

Security Deposit Due \_\_\_\_\_ Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

2<sup>nd</sup> Installment Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

3<sup>rd</sup> Installment Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

4<sup>th</sup> Installment Amount Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

**MOVE OUT**

Date Notice Given \_\_\_\_\_ Date Vacated \_\_\_\_\_

Forwarding Address \_\_\_\_\_

**DEPOSIT REFUND**

DEPOSIT \$ \_\_\_\_\_

DEDUCTIONS

Carpet \$ \_\_\_\_\_

Drapery Cleaning \$ \_\_\_\_\_

Cleaning \_\_\_\_\_ hours at \_\_\_\_\_ per hour \$ \_\_\_\_\_

Unpaid Rent Due \$ \_\_\_\_\_

Painting (due to unusual wear) \$ \_\_\_\_\_

Keys not returned (\$10) \$ \_\_\_\_\_

Damage/Repairs

1. \$ \_\_\_\_\_

2. \$ \_\_\_\_\_

3. \$ \_\_\_\_\_

4. \$ \_\_\_\_\_

Miscellaneous Due

1. \$ \_\_\_\_\_

2. \$ \_\_\_\_\_

3. \$ \_\_\_\_\_

**TOTAL DEDUCTIONS** \$ \_\_\_\_\_

**REFUND DUE RESIDENT** \$ \_\_\_\_\_

Were Keys Returned: Yes \_\_\_\_\_ No \_\_\_\_\_

DATE REFUND PAID \_\_\_\_\_

CHECK NUMBER \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Petaluma Ecumenical Properties  
Emergency Information and Disposition Arrangements**

To: \_\_\_\_\_  
Property Name

Resident name: \_\_\_\_\_

In the event of an emergency, you may notify the persons listed below. I also authorize the person(s) listed below to be contacted if a problem arises concerning my residency at PEP

1. Name \_\_\_\_\_ Permission to enter unit? \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

2. Name \_\_\_\_\_ Permission to enter unit? \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

If I should die or become incompetent and, in the sole judgment of the management, it is impracticable to refund any of my security deposit to me, then it should be paid to one of the two persons listed below. Any furniture or other personal property left in my apartment at time of vacating may be turned over to any one of the persons listed below.

1. Name \_\_\_\_\_ Permission to enter unit? \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

2. Name \_\_\_\_\_ Permission to enter unit? \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Petaluma Ecumenical Properties  
Pet Policy/Rules**

Pet ownership must be approved in writing through the execution of a Pet Agreement and Deposit Receipt (Attachment #9A) between management and resident.

Except for residents who have pets to assist them (e.g., Dogs for the Blind, Canine Companions, Dogs for the Deaf), all pet owners must abide by the rules below:

**Rules**

1. Residents must comply with:
  - A. The health and safety code;
  - B. All other applicable governmental laws and regulations such as, but not limited to, licensing and controlling;
  - C. All Pet policies and rules set forth below.
2. Residents who wish to keep a Pet must request permission in writing and must submit a photograph of the Pet and the required documentation, as noted below, to the Resident Manager. No Pet Agreements will be executed until these requirements are met.
3. When the Resident who owns the Pet vacates the unit or dies, the Pet must be promptly removed from the unit. If another household member is eligible to own the Pet and wishes to do so, he/she must request and receive management approval and complete a Pet Agreement and Deposit Receipt form.
4. Only common household pets are permitted. A common household pet is defined as a domesticated dog, cat, bird, or aquarium that is traditionally kept in the home for pleasure rather than commercial or other purposes. Management may approve of other types of animals that may be categorized as common household pets upon request of a Resident.
5. The number and size of pets is limited as follows:
  - A. Dogs and Cats: Total of two per household, with a maximum weight of 25 pounds for each animal.
  - B. Birds: Total of two per household, no larger than a parakeet.
  - C. Fish: Total of one tank per household with a maximum capacity of 10 gallons, and no more than 10 small nonpoisonous fish.
  - D. Other approved pets: A reasonable limit specified by management.
6. Residents must board their Pets away from the project when they intend to leave their unit for a day or more and no other household member is present, able, and willing to properly care for the Pet.
7. Any Pet left unattended for 12 or more hours or whose health is jeopardized by your neglect, mistreatment, or inability to care for the Pet shall be reported to the SPCA/Animal Control or other appropriate authority. Such circumstances shall be deemed an emergency for the

purposes of our right to enter your unit to allow such authority to remove the animal from the premises. We accept no responsibility for any Pet so removed.

8. Resident represents that the Pet is quiet, harmless, and housebroken, and will not cause any damage or annoy other residents.
9. Resident agrees that the Pet will not be permitted outside your unit unless restrained by a leash. \_\_\_\_\_ (Initials) Resident agrees to immediately clean up if the Pet defecates on the grounds anywhere in, on, or near the premises. \_\_\_\_\_ (Initials) Failure to immediately clean up pet feces is a material breach of the Residential Lease and grounds for termination of tenancy.
10. Resident shall not permit the Pet to cause any damage, discomfort, annoyance, nuisance, or any way to inconvenience or cause complaints from any other residents. Pet owners must keep their Pets under control at all times, and must insure that other residents are not disturbed by odor, noise, aggressive behavior, or personal injury. When a Pet causes physical injury of any kind to any person on the property (e.g., attack by Pet on staff member, another resident, or a guest), Pet owner will remedy any emergency within 24 hours and any nuisance situation within 5 days. Any attack, including bites, scratches, or clawing, by a pet on any human shall be a material breach of the Residential Lease and grounds for termination of tenancy.
11. Resident agrees to exercise reasonable and courteous behavior so that the presence of their Pet on the property in no way violates the rights of others to peaceful enjoyment of the premises.
12. Resident agrees to be financially responsible for any flea or other insect infestation that affects your own or adjacent units as a result of your Pet.
13. Resident agrees to maintain their Pet in a healthy condition and to update us should your Pet die or should you need to take on another Pet.
14. Management may impose fines upon residents for violation of any Pet rules contained herein. At the time of the first occurrence of that owner or Pet violating the same policy/rule or other policy/rule, the Resident Manager will fine the resident \$10.00. The Resident Manager may assess additional \$10.00 fines for subsequent violations, and may request the resident to remove the Pet or be subject to eviction.
15. Residents may exercise their rights under the grievance and appeal procedure if they choose to dispute any management action or failure to act relative to the rules governing Pet ownership.
16. Resident agrees to provide the Resident Manager with the name and phone number of a relative or friend who has agreed to assume responsibility for the Pet in the event of the Resident's illness or death. (See Pet Deposit Receipt-Attachment 9A).
17. For dogs and cats a current vaccination certificate for rabies must be provided as well as verification of license upon signing of Pet deposit and agreement.

# PETALUMA ECUMENICAL PROPERTIES PET AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PETALUMA ECUMENICAL PROPERTIES, Owner and Managers of the premises (hereinafter referred to as we or us), and \_\_\_\_\_, (hereinafter referred to as you). The Parties, in consideration of their mutual promises agree as follows:

1. You desire and have received permission from us to keep the Pet named \_\_\_\_\_ And described as (color, weight, male/female) \_\_\_\_\_  DOG  CAT  OTHER \_\_\_\_\_
2. This Agreement is an Addendum to and part of the Residential Lease between us and you executed on (Date) \_\_\_\_\_. You agree to abide by the Pet Policies/Rules as set forth in the attached form (Resident has been given a copy). \_\_\_\_\_ (Initials)
3. I \_\_\_\_\_ (Resident) deposit with owner/manager, the sum of \$ \_\_\_\_\_ as required by the owner/manager of my apartment number \_\_\_\_\_, located at \_\_\_\_\_ Petaluma, CA.
4. In the event of default by you of any of the terms of this Agreement, you agree, upon proper written notice of default from us, to cure the default, remove the Pet, or vacate the Premises.
5. Upon move-out, you agree to pay us for any damages or costs by the Pet in excess of your Security Deposit on demand by us.
6. You agree to indemnify, defend, and hold us harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by your Pet.
7. The person responsible for my pet in case of my illness or death is:  
 \_\_\_\_\_ Relationship to me  
 \_\_\_\_\_ Relationship to me

\_\_\_\_\_  
Resident Signature DATE

\_\_\_\_\_  
Resident Signature DATE

The above named Resident has read and Signed this Agreement in my presence

PETALUMA ECUMENICAL PROPERTIES

Signed \_\_\_\_\_ DATE \_\_\_\_\_

## Petaluma Ecumenical Properties, Inc.

**Emergency Contact Policy**

**Policy:** Residents will be notified of the appropriate procedure for handling emergencies at P.E.P. housing Properties when they are unable to contact staff.

**Effective Date:** March 12, 2001 (revised 2/20/02)

**Procedure:**

1. Emergency is defined as any event that threatens the health or safety of persons or property, such as fire, flooding, loss of utilities, or any criminal activity.
2. After hour emergencies are defined as those emergencies that occur between the hours of 4:30 PM and 8:30 AM, Monday through Friday, and Saturdays, Sundays or holidays.
3. All residents will be given a written copy of this emergency procedure.
4. In the event of an emergency, residents are to use the following procedure:
  - A. For fire or any criminal activity, Resident will first call 911 and report the emergency to appropriate authorities.
  - B. Resident will then call Resident Manager and notify the Manager of the emergency and of the impending arrival of emergency authorities (police or fire).
  - C. In the event of a life threatening, situation, Resident should then immediately vacate the premises and then, if possible, notify other residents of the emergency and advise them to vacate the premises.
  - D. If Resident has not called 911 in the event of an emergency requiring such intervention, Resident Manager will immediately make that call and then proceed immediately to the emergency location, and ascertain that all residents who are affected are aware of the emergency and are taking appropriate action.
5. After responding to an emergency, The Resident Manager will write the details in the Incident/Accident/Vandalism Form in accordance with the Incident/Accident/Vandalism Policy.
6. In the event of after hours emergency, Resident should contact authorities and Management Representatives in the following order:

**Note: emergency contact telephone numbers are posted in each laundry room.**

  - A. 911 in the event of a fire or criminal activity;
  - B. Resident Manager of the project at \_\_\_\_\_, if available, or
  - C. Maintenance Emergency # 762-2336, dial extension 120, or
  - D. P.E.P. Executive Director at 364-3637.
7. After determining what steps the Resident has taken in response to the emergency, P.E.P. staff will then take the appropriate action to assure that the emergency is appropriately handled.
8. After Resident has notified one of the above P.E.P. representatives, Resident should take appropriate action to maintain personal safety and the safety of other residents.

9. In no event should Resident risk personal harm or injury by attempting to rectify an emergency him- or herself, or by remaining on the premises to notify authorities if remaining on the premises increases the risk to the Resident.

A. If personal harm is possible, Resident should first flee to a safe environment and then make the appropriate notifications.

10. In no event should P.E.P. staff risk personal harm or injury by attempting to rectify an emergency him- or herself.

A. If personal harm is possible, staff person should contact appropriate authorities to rectify the emergency.

11. If the Executive Director has not been notified, P.E.P. staff should notify Executive Director of emergency and of steps taken to rectify it.

**Petaluma Ecumenical Properties**  
**EMERGENCY CONTACT NUMBERS**

**OFFICE LOCATION:** 3920 CYPRESS DRIVE  
SUITE B  
PETALUMA, CA 94954

**OFFICE NUMBER:** 707-762-2336

**FAX NUMBER:** 707-762-4657

**CROSS STREET:** PINE VIEW WAY  
**EXECUTIVE DIRECTOR:** MARY STOMPE  
415-898-1576

**OPERATIONS MANAGER** JIM LANGFORD  
**CELLULAR PHONE:** 707-753-1527

**MAINTENANCE EMERGENCY** 707-762-2336  
**(For after office hours, weekends, and** Ext. 120  
**holidays)**

**RESIDENT SERVICES** DEBORA FAUST  
**CELLULAR PHONE:** 364-5022

**FIRE DEPARTMENT:** NON EMERGENCY: 778-4390  
EMERGENCY 911

**P.G. & E.:** 1-800-743-5000

**POLICE DEPARTMENT:** NON EMERGENCY: 778-4372  
EMERGENCY 911

**Petaluma Ecumenical Properties  
Lease Addendum – Mold Notification**

In order to maintain the highest quality living environment for our residents, PEP has inspected the apartment before leasing to you and are not aware of damp or wet building materials nor mold or mildew contamination. The Resident is hereby notified that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the apartment, it can cause mildew and mold to grow. It is important for residents to regularly allow air to circulate in the apartment, to keep the interior of the apartment clean, and to promptly notify PEP of any leaks, moisture problems, and/or mold growth.

**Resident(s) Responsibility:**

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew and to uphold this responsibility in part by complying with the following list of responsibilities:

**Resident agrees to:**

1. Keep the apartment free of dirt and debris that can harbor mold;
2. Immediately report to PEP any water intrusion such as plumbing leaks, drips, or 'sweating' pipes;
3. Notify PEP of overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls and cabinets;
4. Report to PEP any mold growth on surfaces inside the premises;
5. Use bathroom fans while showering or bathing and to report any non-working fan to PEP;
6. Allow PEP staff to enter the apartment to inspect and make necessary repairs;
7. Use exhaust fans when dishwashing, cooking, or cleaning;
8. Use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from entering into the interior of the apartment;
9. Clean and dry any visible moisture on windows, wall, and other surfaces, including personal property, as soon as possible;
10. Notify PEP of any problems with the air conditioning or heating systems as soon as possible;
11. Indemnify and hold harmless PEP from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that PEP may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying, or using the premises.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management representative

\_\_\_\_\_  
Date

# Exhibit D



## Tenancy Addendum

### Section 8 Project-Based Voucher Program

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#### 1. Section 8 Project-Based Voucher Program

- A. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 Project-Based Voucher program of the United States Department of Housing and Urban Development (HUD).
- B. The owner has entered into a Housing Assistance Payment Contract (HAP contract) with the PHA under the Project-Based Voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### 2. Lease

- A. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the Tenancy Addendum.
- B. The tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is any conflict between the Tenancy Addendum and any other provisions of the lease, the language of the Tenancy Addendum shall control.

#### 3. Use of Contract Unit

- A. During the lease term, the family will reside in the contract unit with assistance under the Project-Based Voucher program.
- B. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- C. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- D. The tenant may not sublease or let the unit.
- E. The tenant may not assign the lease or transfer the unit.

#### 4. Rent to Owner

- A. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- B. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- C. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

#### 5. Family Payment to Owner

- A. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- B. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher program.
- C. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- D. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- E. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

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

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

- A. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- B. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- C. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

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

### **A. Maintenance**

- (1) The owner must maintain the unit and premises in accordance with HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with standard practice for the building concerned as established by the owner.

### **B. Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

D. **Housing services.** The owner must provide all housing services as agreed to in the lease.

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

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

### **C. Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residence by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody of confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
  - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**D. Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

**E. Eviction by court action.** The owner may only evict the tenant by a court action.

**F. Owner notice of grounds**

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

**9. Lease: Relation to HAP Contract**

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

**12. Security Deposit**

- A. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charges by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract).
- B. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- C. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- D. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

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

- A. The terms of the Tenancy Addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 Project-Based Voucher program.
- B. In case of any conflict between the provisions of the Tenancy Addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required Tenancy Addendum shall control.

## 15. Changes in Lease or Rent

- A. The tenant and the owner may not make any change in the Tenancy Addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the Tenancy Addendum
  - B. In the following cases, Project-Based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements.
    - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
    - (2) If there are any changes in lease provisions governing the term of the lease;
    - (3) If the family moves to a new unit, even if the unit is in the same building or complex;
  - C. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph B.
  - D. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
16. **Notice** – Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 17. Definitions

**Contract unit.** The housing units covered by this HAP Contract. The contract units are described in Exhibit A.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in paragraph 1.b of the HAP contract).

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

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based assistance under the housing choice voucher program assisted under the PBA program.

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

**HUD requirements.** HUD requirements which apply to the housing choice voucher program (42 U.S.C. 1437f(o)). HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined by the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

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

**Principal or Interested Party.** This term includes a management agent and other persons or entities participating in project management, and the offices and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** Project-based assistance under the housing choice voucher program (see authorization for project-based assistance at 42 U.S.C. 1437 (o)(13)).

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. The rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant Rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.