

HELENA HOUSING AUTHORITY

812 ABBEY STREET

HELENA, MONTANA 59601

Alternative Formats Available Upon Request

DWELLING LEASE

Initial Rent:

Unit #:

Monthly Rent: \$

Project:

Lease Date:

Lease #:

Security Deposit: \$

Telephone:



Initial Security Deposit Installment: \$

Monthly Security Deposit Installment: \$

Utility Allowance: \$

Parking #:

Box #:

1) DESCRIPTION OF PARTIES AND PREMISES

THE HELENA HOUSING AUTHORITY OF THE CITY OF HELENA, MONTANA, hereinafter called “HHA,” hereby leases to _____, hereinafter called the “Resident,” a dwelling located at _____; Unit No. _____. The members of the household of the Resident who will occupy the dwelling with the Resident, hereinafter called the “Household Member(s),” include only the following:

Name	D.O.B.
Name	D.O.B.
Name	D.O.B.

Name	D.O.B
Name	D.O.B
Name	D.O.B.

The Resident must promptly inform HHA of the birth, adoption, or court-awarded custody of a child, in writing, within ten (10) days of the child’s arrival. In the event a Household Member permanently ceases to occupy the dwelling, the Resident shall give prompt written notice of the change to HHA. In the event the Resident wants to add any other person as a Household Member, the Resident must inform HHA within ten (10) days of the arrival of the person and submit a written request to HHA to add the person as a Household Member. A Household Member may not be added without the written permission of HHA. The Dwelling Lease may not be modified unless by written agreement signed by the Resident and HHA.

2) **TERM OF DWELLING LEASE**

The term of this Dwelling Lease shall be one year beginning from the lease date noted above. The Dwelling Lease will be automatically renewed for the same period unless terminated in writing by HHA or the Resident in accordance with Section 15 of the Dwelling Lease.

3) **RENT**

A. Rent means all payments made to HHA under this Dwelling Lease. Rent is payable in advance upon signing the Dwelling Lease and is due on the first day of each month at the HHA office located at 812 Abbey Street, Helena, Montana. If rent has not been paid by the **sixth day of the month**, a \$25.00 Late Fee will be charged. If rent is not paid by the **seventh day of the month**, a fourteen-day Notice of Lease Termination will be issued. The Late Fee shall be due two (2) weeks after HHA gives

the Resident written notice of the Late Fee. The arrangement for the payment of rent may not be changed unless by written agreement signed by the Resident and HHA.

- B. HHA shall determine the amount of rent the Resident must pay in accordance with Department of Housing and Urban Development (“HUD”) regulations and requirements. The initial amount of rent is noted on the first page of the Dwelling Lease. The amount of rent is subject to change, as determined by HHA in accordance with HUD regulations. The Resident shall pay the rent and any rent changes determined by HHA. Rent due for part of a month, at the beginning or end of the tenancy, will be prorated in accordance with the terms of the Dwelling Lease.
- C. HHA shall notify the Resident in writing of any change in the amount of rent. Such notice shall specify the date the change becomes effective. The notice shall explain how the new amount of rent was computed. The notice may also set a deadline for requesting further explanation of the change in the amount of rent.
- 4) **SECURITY DEPOSIT**
- A. The Resident shall pay the designated amount as a security deposit upon signing the Dwelling Lease. Payment of the security deposit may be made in installments as provided above until such deposit is paid in full. The security deposit shall be returned to the Resident within thirty (30) days after the Resident vacates the dwelling unit after having given written notice, less any rent and other charges owed by the Resident, including any lock replacement charges, repairs, cleaning, trash removal, and consumption of utilities, if applicable, which has been made necessary by the acts of the Resident, the Resident’s Household Members, their guests, or others under their control. If after the final move-out inspection there are no damages to the premises, no cleaning required, no rent or utilities

left unpaid, and if there are no other charges owed by the Resident, the security deposit shall be returned within ten (10) days by mailing it to the new address provided by the Resident or the Resident's last-known address.

The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling unit. Failure to pay the security deposit, including any installments due, is grounds for termination of the Dwelling Lease.

B. HHA requires that the Resident give HHA a written Notice to Vacate a minimum of thirty (30) days prior to the Resident vacating the dwelling unit. If such notice is not given, rent continues to accrue and will be charged against the security deposit.

5) **KEY POLICY**

The Resident shall sign a key log listing the number of keys issued. Upon terminating the tenancy and vacating the dwelling unit, the Resident must return all keys issued to the Resident and listed in the key log. The Resident will be charged for lock replacement when the Resident fails to return all of the keys issued to the Resident or Household Members.

6) **RECERTIFICATION OF ELIGIBILITY, RENT, AND DWELLING SIZE**

A. The Resident's rent will be re-determined at least 30 days before the Resident's anniversary date. HHA will redetermine the Resident's rent based on income and family composition. HHA may make an interim redetermination of rent based on income and family composition if the redetermination will result in an increase or decrease of the Resident's rent.

- B. The Resident shall provide HHA with accurate information and any documentation, certification, or release which HHA or HUD reasonably determines is necessary regarding family income, assets, employment, and household composition, including submissions required by HHA for the annual re-examination or an interim re-examination of family income or composition. HHA shall notify the Resident in writing of what certification, release, information, or documentation the Resident must supply and the Resident shall deliver the required information to HHA **within ten (10) calendar days** of receipt of the notice. The Resident's failure to provide information will be viewed as a serious lease violation and is grounds for termination of the Dwelling Lease.
- C. No assets or income may be transferred or disposed of at less than market value for the purposes of determining eligibility or rent for a period of two (2) years prior to signing the Dwelling Lease. Should this occur, the Resident's monthly rental payment shall be based on an imputed income figure. The Resident's imputed income shall consist of the Resident's actual income, plus the difference between the actual and fair market value of the assets disposed of at less than fair market value. This figure shall be an average of the two (2) years prior to the disposal of assets and shall be used to determine the rent for two (2) subsequent years.
- D. The Resident shall inform HHA in writing **within ten (10) days** of any change in household composition, change in assets, change in deductions, or substantial change in amount or source of income. A substantial change in amount of income means a change in the amount of **two hundred dollars (\$200.00) or more per month**. If it is discovered that the Resident has misrepresented income status, which would have resulted

in a rent increase if the Resident had represented income status correctly, rent will be made retroactive to the date the rent should have been increased and the amount will be due immediately.

- E. The Resident agrees to transfer to another dwelling unit under the following circumstances:
1. The dwelling unit is no longer suitable for the Resident's household size or composition under HHA's unit size standards. In this case, HHA will place the family on a transfer list and offer a replacement dwelling unit of suitable size when one becomes available.
 2. The character of the dwelling unit is inappropriate for the household composition. In this case, HHA will place the family on a transfer list and offer a replacement dwelling unit of suitable size, if available, or when a replacement dwelling unit becomes available.
 3. The dwelling unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. In this case, HHA will place the family on a transfer list and offer a replacement dwelling unit of suitable size, if available, or when a replacement dwelling unit becomes available.

7) **UTILITIES**

- A. Whether specific utilities are paid by HHA or the Resident depends upon the composition of the project in which the dwelling unit is located. The project number applicable to this Dwelling Lease is noted on the first page. HHA pays water, sewer, and trash collection as part of the rent for all projects. *In addition, HHA pays gas and electricity on the ME Anderson Building.* Residents who pay gas and electricity are provided a utility allowance calculated in accordance with HUD regulations on all

projects except ME Anderson. If applicable, the utility allowance is noted on the first page of the Dwelling Lease.

- B. The Resident shall use all utilities in moderation.
- C. On projects qualified for a utility allowance, the Resident shall provide verification to HHA that the utility services have been placed in the name of the Resident.
- D. HHA shall determine, periodically, the amount of the applicable utility allowance on projects qualified for an allowance according to HUD regulations and requirements. HHA will use the utility allowance to determine the amount of rent and shall notify the Resident in writing of any changes in the applicable allowance.
- E. HHA shall not be responsible for failure to provide utilities for reasons beyond its control, nor for consequential or incidental damages for failure to provide such utilities.
- F. When the utility supplier shuts off or threatens to shut off utility service because the Resident failed to pay the utility bill on projects with Resident purchased utilities, the occurrence of the shut-off shall be considered a serious violation of the Dwelling Lease by the Resident and will be considered grounds for termination of the Dwelling Lease. The Resident shall also be held responsible for the costs of repairs for any damages caused by the shut-off.
- G. Upon vacating the dwelling unit, the Resident is responsible for notifying the utility company of the move and of the Resident's forwarding address.

8) **DWELLING UNIT EQUIPMENT**

HHA shall supply each dwelling unit with a cook stove, a refrigerator, a heating system, and a method of supplying domestic hot water. The Resident shall supply all other appliances. Portable heating units may not be used without written permission from HHA.

9) **RESIDENT'S RIGHT TO OCCUPY AND USE**

- A. The Resident shall have the right to exclusive use of the dwelling unit and shall occupy it as their sole residence. The Resident shall not assign the Dwelling Lease, sublet the dwelling unit, or take in any boarders or lodgers. The Resident shall not use or permit the use of the dwelling unit for any purpose other than as a private dwelling solely for the Resident and the Household Members, identified above.
- B. The Resident may provide reasonable accommodations for the household's guests. With the prior written consent of HHA, the Resident may provide accommodation for foster children and live-in care for a Household Member. Such use of the dwelling unit must be reasonable and shall comply with HHA rules for the use of the dwelling unit for guests and visitors.
- C. The Resident and Household Members may engage in legal profit-making activities within the dwelling unit. Such activities shall be incidental to the household's primary use of the dwelling unit for residential purposes. Such activities shall not increase the usage of utilities nor increase operating costs to HHA. The Resident must first obtain a City Business License and written permission from HHA. The

Resident agrees to comply with all state and local laws which impose obligations on the Resident in connection with any incidental profit-making activities performed in the dwelling unit.

- D. The Resident agrees to comply with all state and local laws, which impose obligations on the Resident in connection with the occupancy of the dwelling unit and its surrounding premises.

10) **OBLIGATIONS OF HHA**

HHA agrees:

- A. To provide services and maintenance necessary to keep the dwelling unit, common areas, and facilities in the buildings, in a decent, safe, and sanitary condition, and in conformity with the requirements of the local housing codes and HUD regulations materially affecting the health or safety of the Resident or Household Members;
- B. To make necessary repairs to the dwelling unit within a reasonable time;
- C. To inspect the dwelling unit at least once a year and to maintain in good and safe working order electrical, plumbing, sanitary, heating, ventilating, systems and other facilities, appliances, and equipment, including elevators supplied or required to be supplied by HHA;
- D. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual household) for the deposit of, garbage, rubbish, and other waste removed from the dwelling unit by the Resident in accordance with Section 11(l), listed below;
- E. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local custom and usage) except where the building which includes the dwelling unit is not required by law

to be equipped for that purpose or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;

- F. To give the Resident written notice of what certification, release, information, or documentation must be supplied to HHA;
- G. To notify the Resident in writing of the specific grounds for any proposed adverse action by HHA, including proposed lease termination, transfer of the Resident to another unit, and imposition of charges for maintenance and repair or for excess consumption of utilities, or when HHA affords the Resident the opportunity for a hearing under HHA's Grievance Procedure;
- H. To install a smoke detector in the dwelling unit and verify that it is in good working order upon commencement of the Dwelling Lease. HHA agrees to maintain and semi-annually test the smoke detector(s) in the dwelling unit; and
- G. Not to knowingly allow any resident or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that the neighboring tenants may be injured by the criminal production of dangerous drugs, as prohibited by § 45-9-110, MCA; by the operation of an unlawful clandestine laboratory, as prohibited by § 45-9-132, MCA; or by gang-related activities, as prohibited by Title 45, chapter 8, part 4, MCA.

11) **OBLIGATIONS OF THE RESIDENT**

The Resident agrees:

- A. That the Resident, any Household Member, or guest shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, nor engage in any drug-

related criminal activity on or off the premises. The Resident further agrees that no person under the Resident's control will engage in such activity on the premises. Such activity shall be cause for termination of tenancy;

- B. To notify HHA when the Resident expects to be absent from the dwelling unit for a period of time longer than seven (7) days, no later than the first day of the absence;
- C. To lease the dwelling unit as the Resident's sole place of residence. Absence from the dwelling unit for medical or personal reasons shall be permitted for a period of less than 30 consecutive days in a 12-month period. A waiver of the absence limitations may be granted by the Executive Director under compelling circumstances, but a waiver may not exceed 180 days in a 12-month period;
- D. To use reasonable care to keep the dwelling unit, equipment, and facilities in good condition and to notify HHA promptly of the need for repairs to the dwelling unit, or of any unsafe conditions in the common areas or grounds of the building which are known to the Resident;
- E. To pay, upon written notice, reasonable charges for repairing damages to the dwelling unit or the building and its appurtenances, other than normal wear and tear, caused by the Resident, Household Members, guests, visitors, or other persons under the control of the Resident. Such charges to the Resident shall be based on a schedule of repair charges posted in HHA's office and provided to tenant at lease execution. Written notice of any such charges shall describe the damage repaired, the costs thereof, and specify the date when such charges are due and payable. Except in cases in which HHA issues an eviction notice pursuant to Section 15(D)(3), such

charges shall not become due before the first day of the second month following the month in which the charges were incurred;

- F. Not to assign the Dwelling Lease or sublease the dwelling unit;
- G. Not to provide accommodations for boarders or lodgers;
- H. To use the dwelling unit solely as a private dwelling for the Resident and Household Members as identified in the Dwelling Lease, and not to permit its use for any other purpose except those incidental profit-making activities as approved in writing by HHA and in accordance with all applicable state and local laws;
- I. To abide by the necessary and reasonable rules and regulations as defined by HHA policy and HUD regulations for the benefit and well being of the housing projects and the Residents. Such rules and regulations shall be posted in HHA's office and are incorporated by reference into this Dwelling Lease. A copy of the Dwelling Lease will be given to the Resident;
- J. To comply with all obligations imposed upon Residents by applicable provisions of state and local building and housing codes materially affecting health and safety;
- K. To properly dispose of all, garbage, litter, refuse, and other waste from the dwelling unit, walkways, and lawn areas adjacent to the Resident's dwelling unit. If the Resident fails to comply with this provision within two (2) days of notice of noncompliance, HHA may charge a \$25 clean-up fee and remove the waste itself;

- L. Not to disturb other residents and to prevent disturbance of other residents by Household Members, guests, visitors, or other persons under the control of the Resident;
- M. To conduct oneself and require other persons on the premises with the Resident's consent to conduct themselves in a manner that will not disturb others' peaceful enjoyment of the premises;
- N. Not to damage, destroy, deface, or remove any part of the dwelling unit or premises, and to prevent such damage, destruction, defacement, and removal by Household Members, guests, visitors, or other persons under the control of the Resident;
- O. Not to engage in criminal activity in the dwelling unit, or premises, and to prevent criminal activity in the unit by Household Members, guests, visitors, or other persons under the control of the Resident;
- P. Not to commit fraud in connection with any federal housing assistance program;
- Q. Not to receive assistance for occupancy of any other dwelling unit assisted under any federal, state, or local housing assistance programs during the term of the Dwelling Lease;
- R. To perform seasonal maintenance and other maintenance tasks for the particular project in which the Resident's dwelling unit is located and when performance of such tasks by residents of dwelling units of similar design and construction is customary. Unless otherwise agreed in writing, Resident is responsible for shoveling snow from Resident's porch, steps, and the sidewalks from the Resident's unit to the main sidewalk. Resident is also responsible for raking leaves around Resident's unit and complying

with HHA's watering policies. HHA shall exempt from seasonal maintenance and other maintenance tasks those residents who are unable to perform such tasks because of age or disability;

S. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, utilities, appliances, equipment, systems, facilities, and appurtenances including elevators. Residents must contact HHA and have a work order issued to replace light bulbs.

T. Not to allow any pets on the premises or in the dwelling unit without the written permission of HHA; (HHA's pet policy does not pertain to animals that assist or provide service to persons with disabilities. Anyone

considering an animal under the HHA pet, service or companion animal policy must receive approval prior to obtaining an animal.)

U. Not to make repairs or alterations to the dwelling unit, building, appliances, or common areas including the installation of air conditioners, ceiling fans, TV or radio antennae, satellite dishes, wall paper, contact paper, fences, storage sheds, play ground equipment, wading pools, Slip 'n Slides, trampolines, door locks, or place signs on, in, about, or around the dwelling unit without the written permission of HHA;

V. To attend scheduled informal conferences and grievance hearings, if any. Failure to attend such conferences or hearings will be reason for termination of tenancy;

W. Not to disable any smoke detectors, including removing batteries, and to immediately notify HHA of any problems with a smoke detector. Disabling the smoke detector is grounds for termination of tenancy, and the Resident will be charged for the cost of the replacement battery;

- X. To provide temporary or permanent assistance as needed for adequate self-care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations, in the event Resident(s) or a Household Member(s) become(s) incapacitated;
- Y. To remove all personal property from the dwelling unit upon vacating the dwelling unit. Abandoned property will be disposed of in accordance with Montana law;
- Z. To check the mailbox assigned to the Resident at least two (2) times a week for any correspondence from HHA and to remove all contents from the mailbox;
- AA. To furnish such information and certifications regarding household composition and income as may be necessary for HHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size;
- BB. To keep the dwelling unit and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition;
- CC. To assure that the Resident, Household Members, and guests do not engage in an abuse or pattern of abuse of alcohol that affects the health, safety, or right of peaceful enjoyment of the premises by other residents. Such activity shall be grounds for termination;
- DD. To register any guest the Resident expects to stay longer than seven (7) consecutive days. Residents may not allow a visitor to stay overnight more than fourteen (14) days in a month or more than thirty (30) days in twelve (12) months;

- EE. Not to engage or knowingly allow any person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring residents may be injured by the criminal production or manufacture of dangerous drugs, as prohibited by § 45-9-110, MCA; by the operation of an unlawful clandestine laboratory, as prohibited by § 45-9-132, MCA; or by gang-related activities, as prohibited by Title 45, chapter 8, part 4, MCA; and
- FF. Not to engage in any criminal activity or behavior that threatens the health or safety of other residents, HHA employees, or persons residing in the immediate vicinity of the premises.

12) **DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY**

If a dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Resident shall immediately notify HHA of the damage. HHA is responsible for repair of the dwelling unit within a reasonable time. However, if the damage was caused by the Resident, Household Members, guests, or any person(s) under the control of the Resident, the reasonable cost of the repairs shall be charged to the Resident. HHA shall offer alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. If accommodations are not provided and repairs are not made within a reasonable time, provisions shall be made for the abatement of rent in proportion to the seriousness of the damage and the unit's loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, Household Members, guests, or any person(s) under the control of the Resident.

13) **INSPECTIONS**

- A. The Resident and HHA shall jointly inspect the Resident's dwelling unit prior to the Resident's move-in date. HHA shall give the Resident a written description of the condition of the dwelling unit and the equipment contained therein as of that date. Both the Resident and HHA shall sign this description and each shall receive a copy of the description. Should any defect not noted be found by the Resident during the first fourteen (14) days of occupancy, the Resident shall notify HHA in writing of the defect.
- B. The Resident agrees that HHA shall have the right to enter the Resident's dwelling unit upon 48 hours written notice to the Resident for purposes of inspecting, maintaining, or repairing the unit, providing other services (such as extermination), or showing the unit to prospective tenants. HHA may only enter the dwelling unit at reasonable times. The Resident further agrees that HHA shall have the right to enter the Resident's dwelling unit without the prior notice and consent of the Resident only if HHA has reasonable cause to believe that there is an emergency. If the Resident and all adult Household Members are absent from the dwelling unit at the time of entry, HHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. A request by the Resident for maintenance or other work to be done shall be considered permission to enter the dwelling unit for that primary purpose.
- C. When the Resident vacates the dwelling unit, HHA shall inspect the dwelling and give the Resident a written statement of the charges for damages over and above normal wear and tear for which the Resident is responsible. The Resident or a representative of the Resident may join in

the inspection, unless the Resident vacates the unit without giving proper written notice to HHA.

14) **NOTICE PROCEDURE**

- A. Any notice to the Resident required or permitted by this Dwelling Lease shall be in writing and shall be sufficient if delivered (1) to the Resident personally, or (2) to any adult Household Members residing in the dwelling unit, or (3) mailed by first class mail, postage pre-paid, with a certificate of mailing, addressed to the Resident of the dwelling unit. If a Resident is visually impaired, all notices to the Resident will be in an accessible format.
- B. Notices designed to inform the Resident of any adverse actions proposed by HHA against that individual Resident shall be sent to the Resident and describe when such actions are to be taken. HHA shall send such notices when proposing:
1. To terminate the tenancy or evict the occupants of the dwelling unit;
 2. To require the Resident to move to another dwelling unit;
 3. A decision determining the amount of rent payable by the Resident to HHA, the amount of utility reimbursement by HHA to the Resident, or the amount of HHA charges payable by the Resident;
 4. A decision determining the amount of HHA charges in addition to the rent; and
 5. Any decision to take other specific, concrete, and affirmative individualized action contrary to the interests of the Resident.
- C. Notice by the Resident to HHA shall be in writing and shall be delivered to the HHA office or sent by first class mail, postage pre-paid, properly addressed, to the HHA office. If the Resident's notice is mailed to HHA,

it must be received by HHA on or before any applicable deadline. Notices sent from a visually impaired Resident must be in an accessible format. Persons with disabilities may submit request(s) in writing, orally, or by any other equally effective means of communication.

15) **TERMINATION OF TENANCY**

- A. The Resident may terminate the Dwelling Lease at any time by giving thirty-days notice in the manner specified in Section 14(C) of the Dwelling Lease.
- B. HHA shall not terminate the Dwelling Lease and shall not evict the Resident and Household Members from the dwelling unit except for serious and/or repeated violations of the Dwelling Lease, or failure to make payments due under the Dwelling Lease, HHA may terminate the Dwelling Lease for Resident's failure to fulfill household obligations, or other good cause. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Dwelling Lease by the victim of such violence. The Resident's failure to accept new lease terms shall constitute good cause for termination of the Dwelling Lease.
 - 1. Grounds for Termination of Tenancy. Among other grounds and except as set forth below, the following activities by any Resident or Household Member are grounds for termination of tenancy:
 - a. Alcohol abuse HHA determines threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - b. Violent criminal activity, which includes any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;

- c. Drug-related criminal activity on or off the premises. Drug-related criminal activity is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance; and
- d. Possession of drug paraphernalia. Drug paraphernalia means all equipment, products, and materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a dangerous drug.

It includes, but is not limited to all items identified under Mont. Code Ann. § 45-10-101 as drug paraphernalia.

- 2. Standard of Evidence. In determining whether to terminate the Dwelling Lease based on criminal activity, drug-related criminal activity, violent criminal activity, or possession of drug paraphernalia, HHA may act where HHA determines the preponderance of evidence indicates that the Resident, Household Member, and when indicated below, the guest or person under the Resident's control, has engaged in such activity, regardless of whether the Resident, Household Member, guest, or person under the Resident's control has been arrested or convicted.
- 3. Terminating Tenancy of a Resident for the Activity of Others. Except as set forth below, HHA may terminate the tenancy of a Resident where HHA determines, based on a preponderance of evidence, a guest has engaged in drug-related criminal activity on or off the premises; a person under the Resident's control has engaged in drug-related criminal activity on the premises; a guest or person under the Resident's control has possession of drug paraphernalia; a guest or person under the Resident's

control engages in violent criminal activity; a guest engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents; or a Household Member, guest, or person under the Resident's control engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HHA staff living and working on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.

C. Violence Against Women Act Requirements. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a Household Member or any guest or other person under the Resident's control, shall not be cause for termination of the Dwelling Lease or occupancy rights, if the Resident or immediate member of the Resident's family is a victim of that domestic violence, dating violence or stalking.

1. Notwithstanding the foregoing paragraph, HHA may terminate Resident's tenancy under this Dwelling Lease if it can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the development or project in which the unit is located, if the Resident's tenancy is not terminated.

2. Nothing in this Section 15(C) shall prohibit HHA from terminating tenancy under this Dwelling Lease based on a violation of this Lease not premised on an act or acts of domestic violence, dating violence, or stalking against the Resident or a Household Member. However, in taking any such action to terminate tenancy, HHA shall not apply a more demanding standard to a victim of such violence.

3. HHA may bifurcate the Dwelling Lease or remove a Household Member from the Dwelling Lease, without regard to whether a Household Member is a signatory to the Dwelling Lease, in order to evict, remove, or terminate assistance to any Resident or lawful occupant who engages in criminal acts of physical violence against family members or others. HHA

may take such action without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or lawful occupant.

4. If the Resident or a lawful occupant, as a defense to termination of tenancy or an action for possession of Resident's unit, claims protection under Section 15(C) against such action, HHA may (but is not required to) request the individual to deliver to HHA a certification. The certification may be delivered in one of the following forms:

(a) A HUD-approved form (supplied by HHA) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of Paragraph 15(C)(1);

(b) Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim as signed or attested to the documentation; or

(c) A federal, state, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HHA within fourteen (14) business days after the request for certification is received from HHA. If the certification is not delivered to HHA within the fourteen-day period allowed, the provisions of Paragraph 15(C)(1) will not apply, and HHA may elect to terminate tenancy and bring an action for possession without regard to the protections provided in Section 15(C).

D. HHA shall give the Resident reasonable notice of the termination of the Dwelling Lease, including:

1. **A fourteen-day eviction notice** shall be given to the Resident in cases of non-payment of rent;
2. **A three-day eviction notice** will be given when the health or safety of other residents, HHA employees, or persons residing in the immediate vicinity is threatened;
3. **A three-day eviction notice** will be given when any part of the premises is destroyed, defaced, damaged, impaired or removed. However, if the noncompliance is remedied by repairs or the payment of damages, the tenancy does not terminate if the Resident adequately remedies the noncompliance before the date specified on the notice;
4. **A five-day eviction notice** will be given for any drug related criminal activity or violent criminal activity;
5. **A fourteen-day eviction notice** will be given for unauthorized persons and/or pets;
6. **A fourteen-day eviction notice** will be given when the Resident or any Household Member has been convicted of a felony;
7. **A fourteen-day eviction notice** will be given if a Resident is fleeing to avoid prosecution, fleeing custody or confinement after conviction of a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or is a high misdemeanor, or for violation of probation or parole under federal and state law, or for harboring or sheltering an individual engaged in such activity.
8. An immediate eviction notice will be given when HHA determines that the Resident or Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally-assisted housing.
9. In any other case, the Resident shall receive a thirty-day eviction notice.

- E. The notice of lease termination shall state when the Dwelling Lease will terminate, that HHA may terminate the Dwelling Lease only for serious and/or repeated violations of the Dwelling Lease or other good cause, the specific reasons for termination, that the Resident may request a hearing by following HHA's Grievance Procedure, and that HHA may only evict the Resident from the dwelling unit through a civil court proceeding in which the Resident has the opportunity to present a defense, and after a decision by the court on the rights of the parties.
- F. When a notice of termination of tenancy is given to the Resident by HHA, or when a thirty-day notice to vacate is given to HHA by the Resident, the Resident shall be responsible for payment of rent until the date on the notice, unless HHA is able to lease the unit to another resident before the date on the notice. If HHA leases the unit before the date on the notice, rent shall be prorated to the date immediately before the unit is occupied by the new tenant.
- G. The Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted and to return the keys to HHA office when the unit is vacated.

16) **GRIEVANCE PROCEDURE**

The Resident acknowledges that a written description of the key features of HHA's Resident Grievance Procedure, including a description of when HHA is required to provide the opportunity for an informal hearing, and how to request a hearing, was provided to the Resident at the time this Dwelling Lease was signed. HHA's Resident Grievance Procedure, which provides for administrative resolution of covered grievances, may be revised by HHA from time to time. A copy of the procedure is attached to this Dwelling Lease and incorporated herein by reference. A copy of the

procedure is also available for inspection and copying by the Resident at the HHA office.

17) **TENANT CERTIFICATION**

A. The Resident certifies that:

1. The Resident and Household Members have not committed any fraud in connection with any federal housing assistance program which was not disclosed to HHA before execution of this Dwelling Lease, and before HHA approves occupancy of the dwelling unit by any additional Household Member in the future; and
2. All information and documentation ever submitted by the Resident and Household Members to HHA in connection with any federal housing assistance program are true and complete to the best of the Resident's knowledge and belief.

B. The Resident acknowledges that any intentional withholding or misrepresentation of income will be considered fraud and is grounds for termination of this Dwelling Lease. The Resident will also be held responsible for any retroactive rent due to HHA from the date when the rent should have increased.

18) **CONFIDENTIALITY**

Information provided to HHA concerning an incident or incidents of domestic violence, dating violence, or stalking (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) will be retained in confidence, not placed in any shared database nor provided to a related entity, except to the extent the disclosure is requested or consented to by the individual supplying such information, or required for use in an eviction or possession proceeding, or otherwise required by applicable law.

19) **NO SMOKING POLICY**

Smoking is prohibited in the dwelling unit and in all common areas. "Dwelling unit" is defined as the domicile or shelter leased to the Resident and includes any structures,

vestibules, patios, and balconies appurtenant to the dwelling. "Common area" is defined as areas other than the dwelling unit that are owned or managed by HHA inside or outside the structure.

I have been given and read a copy of the Dwelling Lease and agree to adhere to the conditions contained in it during the term of my tenancy.

DATE _____ **RESIDENT** _____
HELENA HOUSING AUTHORITY **HEAD OF HOUSEHOLD**

DATE _____ **HHA** _____

EMERGENCY INFORMATION

Who to notify in case of emergency:

Name

Address

Telephone number

Other:

Doctor: _____

Name

Address

Telephone number