

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF REIDSVILLE, GEORGIA

This first and second page of your lease may change because of provisions in Section III. Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

State of Georgia, Tattnall County

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (hereinafter called "Landlord or HA") relying upon the statements, certifications, and other information provided by **John Smith** (hereinafter referred to "Tenant") concerning the household composition, income, and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated at Apartment (Unit) No. **1** located at **John Clark Homes**, Reidsville, Georgia, (called premises in this lease) consisting of **1** bedrooms, and designated by Landlord as a **Family** unit. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Member of Tenant Household	Relationship	Social Security Number
1. John Smith	Head of Household	123-45-6789
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT, AND DUE DATE OF RENT, SECURITY DEPOSIT AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the **FIRST** day of each month and is delinquent after the **TENTH (10th)** day of the month, Tenant will pay \$25.00 rent stipulated for the period beginning 3/17/2015 and ending at midnight 3/31/2015. Thereafter, Tenant agrees to pay on the first of each month a monthly rent, in advance, of \$100.00. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. **PARTIAL PAYMENTS WILL NOT BE ACCEPTED AFTER THE DELINQUENCY DATE THE 15TH OF THE MONTH.**

It is understood that this lease, until terminated or modified as provided for herein, shall end on March 31st each year and at the option of the Landlord shall be automatically renewed for successive terms of one year each. The Landlord agrees to automatically renew the lease unless the Tenants fail to comply with section XXIV, Community Service Requirements.

If Landlord must take legal action against Tenant because of a violation by Tenant of Provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, costs of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of \$100.00. The security deposit may be paid in installments with a minimum of half due upon execution of this lease with continued installments not to exceed two months. Refunding, handling, and application of the security deposit will be determined by Georgia Law applicable to such deposits. The security deposit without interest shall be returned to the Tenant upon vacating **provided that:**

1. Rent and other charges are paid in full;
2. The dwelling unit and its equipment are clean and orderly;
3. There is no damage to the dwelling unit or its equipment beyond that due to normal wear and tear;
4. 15 days advance written notice of vacating is given to the Landlord; and
5. All keys to the dwelling unit are returned to the Landlord.

The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. The security deposit may not be applied to rent or other charges while Tenant is in occupancy. Landlord acknowledges its compliance with O.C.G.A. Section 44-7-31 concerning Security Deposits in that the Landlord has posted and has maintained an effective surety bond with the clerk of the Superior Court.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement,

failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished with a fine of up to \$1,000 and/or a prison term of up to 1 year.

(D) Utilities and Utility Charges: Tenant agrees to furnish and maintain the following: gas (as applicable), water, and electricity.

Failure of Tenant to furnish **uninterrupted** utility service because of non-payment of utilities or other reasons under tenant's control shall be considered a serious violation of the terms and conditions of this lease.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

A \$20.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 10TH DAY OF THE MONTH.

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

THE HOUSING AUTHORITY OF THE CITY OF REIDSVILLE, GEORGIA

By: _____
Authorized Representative Date

Title

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

Tenant Date

Tenant Date

III. REDTERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment, family composition, and social security numbers of family members for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may

terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination; the Tenant may request a hearing under the Landlord's grievance procedure.

- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition. If any Tenant's income or other family circumstances warrant a change in rent under Landlord's approved schedule of rents posted in the site offices, a new lease will be executed and the Landlord will mail or deliver to Tenant a written "Notice of Rent Change" and such notice of rent change shall automatically constitute an amendment to this lease.
- (C) Within **ten (10) calendar days after there is a change in family income or family composition**, Tenant agrees to provide to Landlord verifiable information regarding such change.
- (D) Changes in rent will be made as follows:

- 1. **Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income.**
- 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported and verified in writing;
- 3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- 4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
- 5. **MINIMUM RENT HARDSHIP EXEMPTIONS:**

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include: The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for

permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; the family would be evicted as a result of the implementation of the minimum rent; the income of the family has decreased because of a change in circumstances, including loss of employment; A death in the family has occurred which affects the family circumstances; and other circumstances which may be decided by the HA on a case by case basis. All of the above must be proven by the Tenant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a Tenant requests a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A Tenant may not be evicted during the ninety day period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship is of a long-term basis, the HA shall retroactively exempt the Tenant from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substances as defined by Federal or the State of Georgia Controlled Substances Acts.

Guest: For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V. (B) of this lease;
- (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have guest for more than 14 consecutive days or 15 cumulative days within a calendar year without the prior written consent of the Landlord;

- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, or project;
- (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest;
- (L) To act, and cause household members or guest to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage:
 - 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.
 - 2. Any drug-related criminal activity on or off such premises that the Landlord determines that a tenant or guest is illegally using a controlled substance;
 - 3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises;

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.

Landlord verifiable information regarding such change (see also Section III,(C) of this lease);

- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of the Landlord and in accordance with the Landlord's pet policy;
- (Q) To pay when due all charges due under this lease;
- (R) Not to install any air conditioners, ceiling fans, clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;
- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlords offices and are incorporated herein by reference;
- (Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;
- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air-powered rifles;
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation;
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available;
- (DD) To furnish complete and accurate written information in a timely manner;
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein;
- (FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling;
- (GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals;
- (HH) To provide to the Landlord with **15** calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit;
- (II) Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing (barring notice) will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice;
- (JJ) Tenant agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from the Landlord. If Tenant resides out of the

dwelling for more than sixty (60) days the Landlord will assume the dwelling unit to be abandoned and take possession in accordance with Section IX;

- (KK) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to or in the presence of Landlord or Landlord's employees, agents, representatives, or guests;
- (LL) Tenant agrees to meet the conditions outlined in the Community Service section of this lease. Failure to meet those conditions may cancel this lease agreement not be renewed and require the Tenant to vacate the unit;
- (MM) Tenant agrees to promptly furnish to the Landlord any letter from HUD concerning the amount or verification of family income and to provide the Landlord any verification of unreported or under-reported income.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member;
- (B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household;
 - 1. With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - a. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - b. The Landlord' obligation to make reasonable accommodation for handicapped persons.
 - 2. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:
 - a. Is determined to be essential to the care and well-being of the person;
 - b. Is not obligated for the support of the person; and
 - c. Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing;
- (B) Landlord may enter the premises at any time without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;
- (C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe, and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord. Provided, however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV.(H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation with the exclusive control of the Tenant and supplied by a direct utility connection.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish

such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30 days written notice to each affected tenant setting forth the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or
2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

- (I) To post in the office of Tenants complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: Provided, that if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph (C) of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

IX. ABANDONED PROPERTY AND FURNISHINGS

In the event the Tenant removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continued occupancy, the dwelling unit may, at the option of the Landlord, be considered abandoned. Upon such abandonment of the premises, provided five (5) days written notice is mailed to Tenant's last known address, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the

premises. The Landlord shall inventory the property of the abandoned premises prior to removal, storage, or disposal and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to store, donate, or dispose of the said property. If the said property is stored, it shall be stored for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant property and furnishings that were abandoned have been removed.

X. NOTICES:

- (A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:
1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI.(B) shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:
1. Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and
 2. Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Georgia Law. They shall be in writing and such notice shall be

delivered to the Tenant or an adult member of Tenant's household or sent pre-paid first-class mail properly addressed to Tenant.

- (C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.
- (D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenant's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Tenant, in accordance with Georgia Law.

Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of this state or Federal law.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause.
- (B) The Landlord shall give written notice of lease termination/demand for possession of:
 - 1. 14 calendar days in the case of failure to pay rent;
 - 2. A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other Tenants or Landlord's employees is threatened; or
 - 3. 30 calendar days in any other case.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
 - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
 - 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 - 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug-related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Georgia statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) Landlord discretion to consider circumstances. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) Notice to Post Office. When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post

office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- (B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

This lease, the schedule of charges for maintenance and repair, schedule of utility allowances, Admission and Continued Occupancy Policy, transfer Policy, and Grievance Procedure, and any rule of Tenant Conduct, which are incorporated in this lease by reference or attachment, together with any future adjustments in rent or dwelling unit, or any changes or amendments of any of the foregoing, evidence the entire agreement between Landlord and Tenant. Any modification of the lease will be accomplished only by a rewritten rider to the lease executed by both parties except (1) that changes in rent shall be governed by Section III, above and (2) changes in any existing schedules for services, repairs, and utility allowances, and any changes in rules and regulations which are incorporated by reference may be modified or changed simply by posting in accordance with the procedure outlined in the Federal regulations. However, nothing shall preclude Landlord from modifying this lease in the event new or amended government regulations are promulgated, or in the event there are changes in any rent schedules or other similar provisions dictated by any appropriate government agency, and Tenant agrees to sign such amendments as may be necessary to comply with such regulations. Failure to sign such amendments shall be a serious violation and ground for termination.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS:

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Tenant delegates to the landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment of Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

XX. DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as Tenant’s beneficiary to be responsible for removal of Tenant’s personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME: Jane Smith
RELATIONSHIP: Daughter
ADDRESS:
HOME PHONE: 912-557-0000
BUSINESS PHONE:

Property shall be stored as provided in the abandoned property section of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord’s grievance procedure.

XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be retained by the Landlord in the Tenant’s files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

XXIII. UTILITY REIMBURSEMENT PAYMENTS:

When the Utility Allowance exceeds the family’s Total Tenant Payment, the Landlord will provide a Utility Reimbursement Payment for the family each month. The check will be made out to the tenant and made co-payable to the utility provider.

If the tenant deposits, chases, or negotiates the Utility Reimbursement Check without the proper endorsement of the utility provider and Management has to return the check for improper endorsement, the Tenant shall be required to take steps to make the check good. Failure of the Tenant to make any improperly endorsed check good or repeated attempts to deposit, cash, or negotiate the Utility Reimbursement Check without the endorsement of the utility provider shall be considered a serious violation of the lease and shall be ground for the Landlord to terminate the lease.

XXIV. COMMUNITY SERVICE REQUIREMENT:

Each adult resident as identified in this agreement shall contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides or participates in an economic self-sufficiency program (as defined in the Landlord’s Admission and Continued Occupancy Policy, hereinafter referred to as the ACOP) for 8 hours per month. The Landlord shall provide an exemption from the community service requirement for any individual who:

1. Is 62 years of age or older;
2. Is a blind or disabled individual, as defined in the ACOP, and who is unable to comply with this section, or is a primary caretaker of such individual;
3. Is engaged in a work activity as defined in the ACOP;
4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the State, including a State-administered welfare-to-work program; or
5. Is a family receiving assistance under a State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program in Tattnall County, Georgia, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

XXV. HOLDING OVER:

Tenant shall promptly vacate the dwelling unit and remove all of Tenant’s goods and property there from after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by Tenant after the expiration of this lease without the express written consent of the Landlord shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of this lease by operation of law.

XXVI. COURT COST AND ATTORNEY FEE:

If it becomes necessary for the Landlord to employ an attorney and bring court proceeding against Tenant to collect any rent and other charges agreed to be paid, or to enforce the provision of this lease, or to evict Tenant from the premises, and if judgment is entered against Tenant in favor of Landlord in such proceedings, Tenant may be obliged to pay all court cost and reasonable attorney’s fee. If judgment is entered against Landlord in favor of Tenant in such proceedings, the Landlord may be obliged to pay all court cost and reasonable attorney’s fee.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT’S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER’S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION

OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

Signatures:

_____	_____
TENANT	DATE
_____	_____
TENANT	DATE
_____	_____
AUTHORITY REPRESENTATIVE	DATE

TITLE	

GRIEVANCE PROCEDURE

A. Applicability

The Housing Authority of the City of Reidsville, Georgia, hereinafter referred to as PHA, grievance procedure shall be applicable to all individual grievances, as defined below, between the Tenant and the PHA.

The PHA may, at its option, exclude from the PHA’s grievance procedure, or included under the expedited grievance procedure, any grievance concerning a termination of tenancy or eviction that involves:

- i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the PHA, or
- ii. Any drug-related criminal activity on or near the PHA’s premises.

This exclusion is only allowed if the PHA uses the Local Superior Court, State Court, or other Court, as determined by HUD that meets the due process determination.

B. Definitions

- 1. “Grievance” shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant’s lease or PHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status.
- 2. “Complainant” shall mean any tenant whose grievance is presented to the PHA or at the project management office in accordance with this procedure.
- 3. “Elements of due process” shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

- b. Right of the tenant to be represented by counsel;
 - c. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - d. A decision on the merits.
- 4. “Hearing Officer” shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.
 - 5. “Hearing Panel” shall mean a panel selected in accordance with this policy to hear grievances and render a decision with respect thereto.
 - 6. “Tenant” shall mean the adult person (or persons) (other than a live-in aide), who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
 - 7. “Resident Organization” means an organized body of tenants with an adopted set of by-laws, a democratic body, and elected officers. It shall include a resident management corporation.

C. Procedure Prior to a Hearing

Any grievance shall be personally presented, either orally or in writing to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. In cases of the PHA’s failure to act, the grievance or complaint must be submitted within a reasonable time, not in excess of 30 days of the PHA’s failure to act which is the basis for the grievance. In cases of PHA’s action, the grievance or complaint must be submitted within a reasonable time, not in excess of 30 days of the PHA’s action or not in excess of a number of days stated in a letter of adverse action which is the basis for the grievance. A Summary of such discussion shall be prepared within a reasonable time, not in excess of 5 working days. One copy shall be given to the complainant and one copy retained the PHA’s tenant file. The Summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under this policy may be obtained if the complainant is not satisfied. The Summary shall be delivered to the complainant in accordance with section XVII of the lease.

D. Procedure to Obtain a Hearing

- 1. The complainant shall submit a written request for a hearing to the PHA or the project office within a reasonable time after receipt of the summary, not in excess of seven (7) calendar days. The written request shall specify:
 - a. The reasons for the grievance, and;
 - b. The action or relief sought.
- 2. A grievance hearing shall be conducted by an impartial person or persons appointed in accordance with this policy. The Hearing Officer or Hearing Panel shall consist of a person or persons other than a person who made or approved the PHA action under review or a subordinate of such person. The Hearing Officer or Hearing Panel may consist of a person or persons who may be an officer or employee of the PHA.

The Executive Director of the PHA shall select a Hearing Officer or Hearing Panel. It shall be the Executive Director's decision, based on the facts and circumstances of the grievance, whether to select a single Hearing Officer or a Hearing Panel consisting of three persons. Careful consideration should be given in the selection of the Hearing Officer or Panel. The Executive Director is not prohibited from selecting himself/herself provided that he/she is impartial and was not the person who made or approved the PHA action.

Prior to final selection of the Hearing Officer or Hearing Panel, the Executive Director shall notify the tenant organizations of his/her decision and allow for comment. Tenant organizations shall have seven (7) calendar days from the date of notice to submit comments. Any recommendations or comments received shall be considered by the Executive Director in making the final selection.

The Executive Director shall have 15 calendar days after receipt of a request for a hearing in which to make a final selection of a Hearing Officer or Hearing Panel.

3. If the complainant does not request a hearing in accordance with D(1) above, then the PHA's disposition of the grievance under this policy shall become final.
4. All grievances, except those identified under the Expedited Grievance Procedure outlined below, shall be personally presented orally or in writing pursuant to the informal procedure prescribed in section C Above as a condition precedent to a hearing under this section. However, if the complainant shall show good cause why he failed to proceed in accordance with Section C to the Hearing Officer or Hearing Panel, the provisions of this subsection may be waived by the Hearing Officer or Hearing Panel.
5. Before a hearing is scheduled in any grievance involving the amount of the rent which the PHA claims is due, the complainant shall pay to the PHA, to be held in escrow, an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account, held by the PHA, monthly until the complaint is resolved by decision of the Hearing Officer or Hearing Panel. The PHA shall hold in escrow all deposits, on behalf of the tenant, pending resolution of the complaint. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure.
6. Upon complainant's compliance with subsections 1, 3, 4 and 5 of this section, a hearing shall be scheduled by the Hearing Officer or Hearing Panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official in accordance.

E. Expedited Grievance Procedure

1. The expedited grievance procedure shall apply only to those grievances concerning a termination of tenancy or eviction that involves:

- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the PHA, or
 - b. Any drug-related criminal activity on or near the PHA's premises.
2. When the PHA notifies the tenant of a termination of tenancy or eviction that involves the above referenced violations, the PHA shall also include in that notice that any grievance hearing requests shall be in accordance with the expedited grievance procedure.
 3. The complainant shall have seven (7) calendar days from the date of the notice in which to file a written request for a hearing to the PHA or the project office. The written request shall specify:
 - a. The reasons for the grievance, and;
 - b. The action or relief sought.
 4. The complainant shall NOT have the grievance informally discussed as outlined in Section C of this policy.
 5. Within 24 hours of receipt by the PHA of the complainant's request for a hearing, the Executive Director or his/her designee shall notify the tenant organizations of his/her selection of a Hearing Officer or Panel. The tenant organizations shall have five (5) calendar days from the date of the notice to submit comments as to the selection of the Hearing Officer or Panel. Upon expiration of the five (5) day comment period, the Executive Director or designee shall have one (1) working day to review the comments and make a final selection as to the member(s) of the Hearing Officer or Panel.
 6. Upon complainants compliance with subsection 3 of this section, a hearing shall be scheduled by the Hearing Officer or Panel promptly for a time and place reasonably convenient to both the complainant and the PHA, not in excess of five (5) working days of the selection of the Hearing Officer or Panel. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

F. Procedures Governing the Hearing

1. The hearing shall be held before a Hearing Officer or Panel, as determined by the Executive Director.
2. The complainant shall be afforded a fair hearing, which shall include:
 - a. The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at the complainant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing;
 - b. The right to be represented by counsel or other person chosen as the complainant's representative, and to have such person make statements on the complainant's behalf;
 - c. The right to a private hearing unless the complainant requests a public hearing;
 - d. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The Hearing Officer or Panel may render a decision without proceeding with the hearing if the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding.
4. Except in the case of an expedited grievance procedure, if the complainant or the PHA fails to appear at a scheduled hearing, the Hearing Officer or Panel may make a determination to postpone the hearing for not more than five (5) business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the PHA shall be notified of the determination by the Hearing Officer or Panel.
5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
6. The hearing shall be conducted informally by the Hearing Officer or Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer or Panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
7. The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
8. The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the complainant is visually impaired, any notice to the complainant which is required under this section must be in an accessible format.

G. Decision of the Hearing Officer or Hearing Panel

1. The Hearing Officer or Hearing Panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing, but not in excess of seven (7) business days for a standard hearing and not excess of three (3) business days in the case of an expedited grievance hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA shall retain a copy of the decision in the complainant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer or Panel.
2. The decision of the Hearing Officer or Panel shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, not to exceed 30 days, and promptly notifies the complainant of its determination, that
 - a. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA

regulations, which adversely affect the complainant's rights, duties, welfare, or status;

- b. The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.
3. A decision by the Hearing Officer, Hearing Panel, or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

H. Actions Not a Waiver of Right to Appropriate Judicial Proceeding

Any action or failure to act by the complainant in any part of this policy shall not constitute a waiver by the complainant of his right thereafter to contest the PHA's actions in disposing of the complainant in an appropriate judicial proceeding.

I. Amendments

Any amendments that need to be made to these procedures shall only be made after a 30 day comment period is allowed for tenants and then only after the PHA has considered the comments received.

IN WITNESS WHERE OF, the undersigned hereby acknowledges that he/she has received a copy of this procedure and has read or has had read to him/her the procedures outlined in this Grievance Procedure.

_____ DATE

TENANT