

## **EXHIBIT A**

# **THE SAN FRANCISCO HOUSING AUTHORITY LEASE AGREEMENT**

## **1. LEASE SUMMARY**

Tenant \_\_\_\_\_ Account No. \_\_\_\_\_  
 Co-Tenant \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_  
 Address \_\_\_\_\_ Dwelling Unit No. \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Monthly Rent \$ \_\_\_\_\_ Effective Date \_\_\_\_\_  
 Initial Payment \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_ Other Deposit \$ \_\_\_\_\_

## **2. PARTIES**

This Lease agreement ("Lease") is between the San Francisco Housing Authority ("SFHA") and the Tenant or Tenants listed in Section 1 ("Tenant"). Each of the Tenants is individually, jointly and severally responsible for performance of all obligations under this Lease, including but not limited to payment of Rent.

## **3. PREMISES, LEASE TERM AND RENEWAL**

Under the Lease, the SFHA shall Rent to Tenant the dwelling unit described in Section 1 above ("Residence"). The Residence is located in a Federally funded public housing development ("Development") owned by the SFHA. The term of this Lease shall be one (1) calendar year, renewed as stipulated in Section one (1) of the Lease and shall be automatically renewed for the same period, unless terminated by the SFHA or Tenant pursuant to this Lease.

## **4. HOUSEHOLD MEMBERS**

(A) The Residence is a private residence to be occupied only by Tenant and the following members of Tenant's household:

	Name	Relationship	Sex	Birth Date MM/DD/YYYY	Social Security #	Driver's License # or CA ID
1.		Head of Household		/ /	-	-
2.				/ /	-	-
3.				/ /	-	-
4.				/ /	-	-
5.				/ /	-	-
6.				/ /	-	-
7.				/ /	-	-
8.				/ /	-	-

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- (B) The Household Members listed above shall be considered the sole residents of the Residence. All Household Members agree that they must abide by the provisions of this Lease and that failure to abide may result in termination of this Lease with the entire Household. **All adult (18 years or older) Household Members further agree that if any guest or minor child violates the provisions of this Lease, the Lease may be terminated.** The terms "Household" and "Household Members" shall mean only Tenant and the persons listed in Section 4(A).
- (C) Household Members shall have the right to the exclusive use and occupancy of the Residence in accordance with the terms of this Lease, including reasonable accommodation of guests. The term "guest" means a person in the Residence with the consent of Tenant. Tenant shall not knowingly permit anyone other than a Household Member as defined in Section 4A to use the Residence as an address or as a "mail drop." **Using the premises as a mail drop is considered a material breach of the Lease and could result in termination of this Lease.**
- (D) Tenant shall not permit anyone other than a Household Member listed in Section 4(A) to stay at the Residence for more than fourteen (14) days in any month or forty-five (45) days in any twelve (12) month period, cumulatively, without the prior written permission of the SFHA. Tenant shall notify the SFHA of any guests who have resided in the unit for ten (10) days or more. Tenant shall notify the SFHA within one (1) day if any guest is a parolee or a probationer, a registered sex offender, or has been convicted for the manufacture or production of methamphetamines. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) Any additions to the Household Members named on the Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the SFHA. New Household Members must meet all applicable eligibility and screening requirements, including proof of custody, criminal history check if over eighteen (18), guardianship, or adoption for minor children. The Household shall not be entitled to any priority or preference with regard to transfer to a new dwelling unit based on a change in the size of the Household.
- (F) Tenant agrees to wait for SFHA approval before allowing additional persons to move into the Residence. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (G) If a Household Member qualifies to have a live-in aide, the aide shall have no tenancy rights. 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. Official documentation and/or live-in aide certification must be provided. The aide may live at the Residence only so long as the Household Member qualifies for the aide's services and must vacate immediately upon termination of employment or death of the Tenant.
- (H) Tenant shall notify the SFHA in writing if any Household Member vacates or no longer resides at the Residence within ten (10) days of the occurrence. Tenant shall continue to be fully responsible for the actions of all Household Members until the SFHA has been notified in writing of the change and the Household Member has been removed from the Lease in accordance with Section 9(F). **SFHA will not remove a Household Member**

from the Lease once a Lease violation has occurred, unless the SFHA makes a determination as specified in 18(D) of this Lease Agreement.

#### 5. RENT

- (A) The Initial Payment (see Section 1) shall be for Rent for the period beginning on the Effective Date and ending at 11:59 p.m. on the last day of that calendar month. The Initial Payment is due at the time Tenant signs the Lease. The Monthly Rent listed in Section 1 above ("Monthly Rent") is subject to change pursuant to the procedure set forth in Section 9.
- (B) Monthly Rent shall be paid on or before the first day of each calendar month. A \$25 late charge will be assessed if Rent is not received by the fifth (5) calendar day of the month. **The late charge shall be due and payable fourteen (14) days after the SFHA gives written notice of said charge.** Tenant agrees that this provision for payment of a late charge does not establish a grace period and that the SFHA may serve a notice to pay Rent or quit the premises at any time after the payment is due. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of Rent as defined in Section 5(D).
- (C) Tenant shall pay Rent to the SFHA by personal check, certified check, money order, electronic benefits transfer (EBT), or by other electronic means acceptable to the SFHA. Tenants who submit a check that is returned for insufficient funds or a closed or non-existent account shall be assessed a service charge of \$25.00 and shall make future payment by certified check or money order only. The SFHA will not accept personal checks for past-due Rent. The SFHA has the right to demand certified funds on nonpayment of Rent notices.
- (D) In the event of habitual late payment, the SFHA shall have the right, in addition to all other remedies under this Lease and at law, to require that Tenant participate in a direct payment program. "Habitual late payment" shall mean failure by Tenant to pay Rent timely or any other payments required under this Lease for any three (3) months during any twelve (12) month period. SFHA may terminate or refuse to renew the Lease agreement in the event of habitual late payment.
- (E) Tenant shall be liable for Rent through the date that all Household Members vacate the Residence, provided that Tenant has given at least thirty (30) days' written notice to the SFHA of their intent to vacate. In the absence of such notice, Tenant shall be liable for Rent for thirty (30) days after the date that the property manager has knowledge that all Household Members have vacated the Residence.
- (F) In the event the Tenant is transferring from another SFHA-operated or Public Housing or Section 8 dwelling unit, any charges under the previous Lease are due under this Lease. Except for priority transfers, Tenant must pay all monies owed to the Housing Authority or enter into a Stipulated Agreement to pay any unpaid balance prior to transferring to another managed housing unit or receiving a Section 8 voucher (if available).
- (G) The SFHA shall not be liable for any damage caused by its failure to deliver possession of the Residence at the beginning of the term. Tenant shall not be liable for any Rent until possession is delivered.

#### 6. OTHER CHARGES

- (A) In addition to Rent, Tenant is responsible for the payment of other charges specified in this Lease, including but

not limited to maintenance and repair services, excess utility charges, and late fees. The SFHA shall assess charges for maintenance and repair services in accordance with the Schedule of Charges, which is incorporated by reference in this Lease. Charges for services that are not listed on the Schedule of Charges shall be based on the actual cost of labor and materials, including any overtime rates.

- (B) Tenant shall pay reasonable charges for maintenance and repair of damages beyond normal wear and tear to the Residence, the Development, facilities, or common areas caused by any Household Member or guest. Tenant shall pay reasonable charges for any cleaning or pest control made necessary by any Household Member or guest. Tenant shall be charged in the event the Residence is not prepared for pest control or mold and mildew abatement in a manner specified by the SFHA when requested.
- (C) Charges assessed to Tenant for maintenance or repair services, or for excessive utility consumption, shall be charged to Tenant's account and shall be due on the first day of the second month following the month in which the charges are incurred. Tenant shall make payments at the SFHA property office. Failure to make payments when due shall constitute a material breach of this Lease. This action is subject to paragraph 21 of this Lease Agreement.
- (D) The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the Leased unit or result from the use of major Tenant- supplied appliances.
- (E) The SFHA 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 or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (F) All amounts due and all payments made by Tenant pursuant to this Lease shall be listed on the Tenant's account. The SFHA shall apply all monies received from Tenant to the oldest amount due on the account.

#### 7. DEPOSITS

- (A) At or before move-in, Tenant shall pay an amount equal to the Monthly Rent or a minimum of \$100, whichever is greater, as a security deposit.
- (B) The SFHA may use the security deposit at the termination of the Lease for any purpose permitted by California law. The SFHA shall return the security deposit to Tenant in accordance with law after all Household Members have vacated the Residence, less any deductions permitted by law. If any deductions are made, the SFHA will furnish Tenant with a written statement of all costs for damages or other charges deducted from the deposit as required by law.
- (C) Tenant shall pay a pet deposit of \$100 prior to obtaining any pet approved by the SFHA. Tenant may request a refund of the pet deposit upon the termination of tenancy or after providing satisfactory documentation that Tenant no longer has the pet. The SFHA shall refund such deposit only after an inspection of the Residence for pet damage and after making reasonable deductions for such damage.
- (D) Tenant shall pay a deposit of \$250 prior to conducting any approved business activity in the Residence.
- (E) Tenant shall pay additional deposits as required by the SFHA for approved installation of satellite dishes.

- (F) Payment of security and other deposits does not create a trust relationship between Tenant and the SFHA. The SFHA shall be under no obligation to maintain monies paid toward security or other deposits in a separate account. The SFHA shall be under no obligation to pay interest on these deposits.

#### 8. UTILITIES, APPLIANCES AND SERVICES

- (A) The SFHA shall furnish the Residence with the appliances and utilities listed on the pre-Lease form. The SFHA shall also provide reasonable sewer and garbage collection services and reasonable amounts of running water. Tenant agrees that all appliances supplied by the SFHA shall be received in "as is" condition with no warranties as to performance. Tenant agrees to the upkeep of the refrigerator and stove. In the event of damage beyond repair, the SFHA will only replace the stove and not the refrigerator.
- (B) If the SFHA provides utilities, Tenant may use a reasonable amount of gas or electricity at no cost in accordance with the Utility Allowance Schedule. Tenant shall pay the SFHA reasonable charges for the excessive consumption of gas or electricity as determined by the Excessive Utility Consumption Charge Rates. Both the Utility Allowance Schedule and the Excessive Utility Consumption Charge Rates are incorporated by reference into this Lease.
- (C) If the SFHA does not provide utilities, then Tenant shall purchase utilities directly from the provider. In such cases the Monthly Rent shall already be adjusted downward by the amount set forth in the Utility Allowance Schedule. The actual cost of utilities shall not be deducted from Monthly Rent. The SFHA has no obligation to pay Tenant's utility bills and shall not be responsible for disruptions in service due to Tenant's failure to pay bills or any other reason beyond its control. Tenant shall maintain the uninterrupted supply of utility services by paying the utility bill promptly to avoid shut-off. Failure to maintain utility service for any reason shall constitute a material violation of this Lease.
- (D) Tenant Responsibilities: Tenant shall not waste the utilities provided by the SFHA. Tenant shall not tamper with any gas, electric or other utility meters, lines, or connections, including telephone and television lines. Tenant shall not obtain any utility for which Tenant has not paid, including but not limited to pirating television signals, running extension cords, or water hoses into adjacent units. Tenant shall not use the stove or oven to heat the Residence or to dry clothes. If the Tenant tampers with any utilities, it shall be considered a material breach of the Lease.
- (E) Prior written approval of the SFHA is required before installing appliances such as washing machines or dryers. The Residence must be equipped with the appropriate connections at the time of move-in, including but not limited to washer hook-ups, dryer vents and electrical outlets; otherwise, washers and dryers are strictly prohibited. If the Residence is properly equipped and approval is granted, Tenant shall be solely responsible for installation and maintenance and shall be liable for any damage caused to the Residence or other Development property by the washer or dryer.

#### 9. RENT DETERMINATIONS AND MODIFICATIONS

- (A) All Rent and unit size determinations and Rent adjustments (including utility allowances) shall be made in

accordance with applicable Federal regulations and SFHA policies, which are available at SFHA offices. The SFHA shall re-examine the status of each Household approximately once every twelve (12) months. The amount of the Tenant Rent is subject to change in accordance with HUD requirements.

(B) When requested by the SFHA, Tenant shall furnish complete and accurate information including, but not limited to:

1. Household composition, including but not limited to full name, sex, date of birth, social security number and driver's license number for each Household Member;
2. Each Household Member's income amount, the source of that income, and the place of employment; and
3. Any other information requested by the SFHA to make determinations with respect to Monthly Rent, continued eligibility, accessibility needs, and appropriate dwelling unit size. Such information shall include certifications for any pets approved according to Section 12.

**Failure to provide such information shall constitute a material violation of the Lease and will be grounds for eviction.**

(C) All information must be verified. Tenant shall comply with reasonable requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The SFHA shall treat this information as confidential.

(D) The SFHA shall have the right to request that Tenant submit to an interim Rent review if the SFHA has reason to believe that a change in the Monthly Rent is appropriate. Tenant may make reasonable requests for an interim Rent review at any time provided there is a change in income.

(E) Provisions shall be made for abatement of Rent in proportion to the seriousness of damage and loss in value as a dwelling if repairs are not made in accordance with Section 6(E) of this Lease or with Section 10(A) of this Lease, except that no abatement of Rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.

(F) Tenant shall report changes in Household circumstances (such as change in income, assets or family composition) within ten (10) days of the occurrence as required by the Admissions and Continued Occupancy Policy ("ACOP"). The current ACOP is available at the Development office or from the SFHA, and is incorporated by reference into this Lease. Failure to report changes as required by this provision shall be considered a material violation of the Lease. **Any decrease in Rent will not be effective until the month following Tenant's report of change in circumstance in accordance with this provision. Tenant shall be responsible for payment of the entire Rent until such report is made.**

(G) If Tenant claims that a Household Member has vacated the Residence, then the SFHA shall require Tenant to submit satisfactory written proof that the Household Member no longer lives at the Residence. Such proof includes, but is not limited to, copies of a new Lease agreement, utility bills or Rent receipt for a new residence.

(H) If the SFHA increases the Monthly Rent pursuant to a Rent review, then the new Monthly Rent shall be effective on the first day of the second month following the completion of the review. If Tenant delays in providing information that justifies a Rent increase, then the SFHA may make the increase retroactive to the Tenant's annual review date or the date that the increase should have occurred, whichever is earlier.



- (I) If the SFHA decreases the Monthly Rent pursuant to the review, then the revised Monthly Rent shall be effective on the first day of the month following the completion of the review.
- (J) When the SFHA redetermines the amount of Rent (Total Tenant Payment or Tenant Rent) payable by the Tenant, not including determination of the SFHA's schedule of Utility Allowances for families in the SFHA Public Housing Program, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (K) The SFHA shall give the Tenant written notice stating any change in the amount of Tenant Rent, and when the change is effective.

#### 10. TRANSFERS

- (A) The SFHA shall have the right to transfer the Tenant and Household Members to an alternate SFHA unit whenever the SFHA determines:
  - 1. The size of the Residence is no longer appropriate for the Household composition.
  - 2. A transfer is necessary to protect the health or safety of a Household Member or another SFHA resident.
  - 3. The Residence is needed as a disabled unit and neither Tenant nor any Household Member is disabled.
  - 4. Tenant or a Household Member needs to live in a unit with special features (e.g., handicap access) and the Residence is not reasonably suited for such use.
  - 5. A transfer is necessary so that the SFHA may repair, retrofit, replace or modify the Residence.
  - 6. A court-ordered Stipulated Agreement is executed or the Tenant enters into a written agreement.
  - 7. Other good cause as defined in the ACOP.

**The SFHA will categorize a transfer based on priority in accordance with the criteria set forth in the ACOP.**
- (B) When the SFHA determines that the Tenant must transfer to another unit based on family composition, the SFHA shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the SFHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the SFHA grievance procedure.
- (C) Transfers made pursuant to Section 10 (A) shall be at Tenant's sole expense.
- (D) Tenant shall transfer within thirty (30) days of written notification by the SFHA that an alternate unit is available. Upon receipt of the keys to the new unit, Tenant shall immediately transfer all personal property to the new unit and shall surrender possession of the old unit within three (3) days. Failure to comply with this provision shall constitute a material violation of this Lease and grounds for eviction.
- (E) If the Household transfers to another unit, this Lease shall automatically terminate and a new written Lease agreement shall be executed for the new dwelling unit. By transferring Tenant to another unit, however, the SFHA shall not waive its right to terminate the Lease for the new unit or to evict the Household from that unit based upon conduct that occurred before the transfer (when Tenant resided on the Premises). If any member of the Household transfers to a new unit after the SFHA initiates an eviction proceeding, then the SFHA may re-



- file the action or amend its pleadings to request possession of the new unit, without waiver of the original violation.
- (F) The SFHA will consider any Tenant requests for transfers in accordance with the ACOP. Tenant acknowledges that the SFHA shall use only existing SFHA resources to assist with transfers. If the SFHA approves a Tenant request for a transfer, Tenant shall receive one (1) written offer of housing. If Tenant rejects the offer, without good cause as defined in the ACOP, then the SFHA shall be deemed to have satisfied its obligation for all transfers. Any rejection of an offer by a Tenant must be in writing.
- (G) Tenant may not request a non-priority transfer within twelve (12) months of the move-in date or transfer date. Tenant shall not be permitted to transfer more than two (2) non-priority transfers during the entire tenancy unless required by the SFHA. Tenants who must transfer due to health or safety hazards created by their own acts or omissions may be subject to eviction proceedings but in any case shall not be allowed more than one (1) transfer.

#### II. INSPECTIONS AND ENTRIES

- (A) The SFHA and Tenant shall inspect the Residence before Tenant takes occupancy. The SFHA shall furnish a pre-Lease or pre-occupancy statement of the condition of the Residence and the utilities and appliances provided with the Residence. The statement shall be verified and signed by Tenant and the SFHA.
- (B) Upon request of the SFHA, Tenant shall submit to an annual inspection of the Residence to check needed maintenance, housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the Residence.
- (C) The SFHA may conduct interim inspections of the Residence if it has cause to believe that an unsanitary or hazardous condition exists, a nuisance, or if Tenant has failed or refused to cooperate with inspections, maintenance, repairs, or pest control.
- (D) The SFHA shall inspect the Residence when Tenant vacates and shall furnish a written statement of damages for which Tenant is responsible, including charges to be deducted from the security deposit. Tenant may participate in the move-out inspection unless Tenant vacates without giving prior notice.
- (E) Upon reasonable advance notice or as required by law, Tenant shall permit the SFHA to enter the Residence during normal business hours to perform annual and routine inspections or maintenance, make improvements or repairs, or show the Residence for re-leasing. **Tenant shall furnish security codes or other means of access to their Residence within 24 hours of notification. It shall be considered a material breach of the Lease agreement if the Tenant refuses access to the unit for the purpose of maintenance and/or inspections.**
- (F) The SFHA may enter the Residence without advance notice when there is reasonable cause to believe that an emergency exists, if the Residence appears abandoned, or to make repairs requested or agreed to by Tenant. Tenant's request for maintenance or repairs at the Residence authorizes the SFHA to enter the Residence without notice as allowed by law.
- (G) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the SFHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

- (H) The SFHA may permit a peace officer or building or health inspector to enter the Residence upon presentation by such official of a warrant or order, or to arrest a person that a peace officer believes to be in the Residence, or if a peace officer believes that there is probable cause as well as exigent circumstances warranting his or her entering a unit and said officer orders an SFHA employee to open the residence.

#### 12. PET POLICY

- (A) Pets are forbidden on SFHA property without prior written approval of the SFHA or unless allowed by State or Federal law.
- (B) If approved by the SFHA, Tenant shall be required to sign a Pet Agreement as an Addendum to this Lease and shall pay a pet deposit in accordance with Section 7(C) of this Lease. Tenant acknowledges that approval by the SFHA is conditional and may be withdrawn at any time.
- (C) The current Pet Policy is available at the Development office, and is incorporated by reference into this Lease.
- Keeping an animal in violation of the Pet Policy, shall constitute a material breach of this Lease and grounds for eviction.**

#### 13. NOTICE OF HUD REQUIREMENTS

The SFHA shall be obligated to the Department of Housing and Urban Development for the following:

- (A) To maintain the Residence and the Development in a decent, safe, and sanitary condition.
- (B) To comply with applicable building and housing codes and Federal regulations materially affecting health and safety.
- (C) To make necessary repairs to the Residence.
- (D) To keep Development buildings, facilities and common areas not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition.
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, stoves and other facilities, including elevators, supplied by the SFHA.
- (F) To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the Residence by Tenant in accordance with Section 14(K) of this Lease.
- (G) To supply running water and reasonable amounts of hot water and heat, except in those cases where the heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (H) To notify Tenant in writing, if required, of the specific grounds for any proposed adverse action. The notice of proposed adverse action shall inform Tenant of his or her right, if any, to request a grievance hearing. The term "proposed adverse action" includes, but is not limited to, a proposed Lease termination, transfer of the household to another unit or imposition of charges for maintenance or repair, or for excessive utility consumption.
- (I) To provide, at Tenant's request, reasonable accommodations of a disability of any Household Member.
- Accommodations are not reasonable if they impose undue financial and administrative burdens on the SFHA.

~~The above obligations do not create a right of action.~~

#### 14. OBLIGATIONS OF TENANTS, HOUSEHOLD MEMBERS AND GUESTS

In addition to obligations stated elsewhere in this Lease, Tenant must comply with, and must cause all Household Members, guests and persons under Tenant's control to comply with, the following rules. As used throughout this Lease, "person under Tenant's control" shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member.

- (A) **USE OF RESIDENCE:** Not to assign or sublease the Residence. Not to provide accommodations for boarders or lodgers. To use the Residence solely as a private dwelling for Tenant and Household Members, and not for any other purpose, except when Tenant has received the prior written consent of the SFHA to conduct a specific, lawful business.
- (B) **ALTERATIONS:** To make no alterations, additions or repairs of any kind to the Residence without prior written approval of the SFHA, including but not limited to the following:
1. Dismantle, change or remove any part of the appliances, fixtures or equipment unless owned by Tenant.
  2. Paint any part of the Residence.
  3. Install wallpaper or contact paper.
  4. Install or alter carpeting, resurface floors or alter woodwork.
  5. Install permanently affixed gates, window bars, awnings, shelves or screen doors. Security bars on windows or security gates on doors must conform to the fire code and be of a design compatible with SFHA standards. Security gates on doors must have a lock that can be opened by a SFHA master key.
  6. Attach or place any fixtures, signs or fences on the buildings, the common areas or the property.
- (C) **CARE IN USE OF FACILITIES:** To use only in a reasonable and safe manner all electrical, plumbing, heating, air-conditioning, ventilating, sanitation and other facilities, including elevators.
- (D) **CHILD CARE:** To disclose to the SFHA if the Residence is being used to provide childcare services for any number of children or children from any source. In such case, the SFHA shall impose an additional security deposit in accordance with Section 7 and shall require Tenant to obtain and maintain insurance.
- (E) **COMMUNITY SERVICE:** To participate in community service in accordance with the ACOP and Federal law.
- (F) **DAMAGE TO RESIDENCE OR HOUSING DEVELOPMENT:** To refrain from destroying, defacing, damaging, removing or tampering with any part of the Residence or the Development. To pay reasonable charges for the repair of damages in accordance with Section 6(B), including but not limited to the costs for repairing writing, graffiti or painting on SFHA property. To immediately notify the SFHA of any vandalism or damage to the Residence or the Development. Tenant, Household Members, guests and other persons under their control shall not be permitted on the roof, unless specifically designed for it, and shall not trespass on or illegally enter any SFHA property, including but not limited to vacant units and/or areas under construction.
- (G) **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:** If the Residence is damaged to the extent that conditions exist that are hazardous to life, health or safety of Household Members, Tenant shall notify the SFHA within twenty-four (24) hours of discovery and the SFHA shall repair the Residence within a reasonable time. If

- Tenant, Household Members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant. The Residence shall be presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by the SFHA. Tenant's failure to report such health, safety or habitability defects in a timely manner shall be considered a material breach of the Lease.
- (H) **EXTERMINATION PROGRAM:** To allow the SFHA to enter the Residence in order to complete fumigation for the control of vermin, roaches or other pests. To prepare and make the Residence available on such date and time as the SFHA requests for fumigation. Failure to comply with this provision shall constitute a material breach of the terms of this Lease.
- (I) **FIRE SAFETY:** Storing or keeping any ammunition, explosives, fireworks, flammable or other hazardous materials in or around the Residence or Development is strictly prohibited. No gas powered vehicles or equipment shall be allowed in or around the Residence. No explosives or fireworks of any kind shall be possessed or exploded on or about the Residence or Development. Tenant shall use reasonable precautions to avoid causing a fire, including but not limited to refraining from smoking in bed, failing to control lit materials, or overloading electrical circuits or extension cords. The SFHA shall terminate this Lease if it determines that any Tenant, Household Member, guest or other person under their control deliberately or negligently caused a fire that resulted in damage to any portion of the Residence or Development. In addition, the SFHA shall assess the costs of repair to the Tenant and shall use all legal remedies to recover such costs.
- (J) **SMOKE DETECTORS:** To maintain in proper working order and test monthly all smoke detectors in the Residence, and to immediately report any malfunctions to the SFHA. Tenant shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the Residence or Development. Tenant shall not remove live batteries and shall replace batteries that are worn out. If the SFHA finds that smoke detectors have been disconnected or have dead batteries, Tenant will receive one (1) warning letter. Additional violations may result in Lease termination.
- (K) **GARBAGE REMOVAL:** To dispose of all garbage, rubbish, and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by the SFHA. To refrain from littering or leaving trash or debris in and around the Residence or Development. Tenant is responsible for complying with SFHA's recycling program by separating trash into the appropriate bins. Tenant shall be responsible for putting trash bins out for collection and for promptly retrieving the empty bins after pick-up. Bins must be neatly stored and maintained by Tenant.
- (L) **GUESTS:** Not to allow anyone to enter an SFHA building or property unless the person is the Tenant's guest and is known to Tenant. To comply with procedures for signing in/out guests. To notify the SFHA of guests as required by Section 4(D). To require guests to remain in Tenant's control and not to allow guests to loiter on SFHA property.
- (M) **HEALTH AND SAFETY:** To comply with all obligations imposed by applicable building and housing codes materially affecting health and safety. To follow all health and safety notices posted by the SFHA in and around the Development. To keep the Residence and other areas as may be assigned to Tenant for exclusive use in a

clean and safe condition.

- (N) **HOUSEKEEPING RULES:** To abide by the SFHA Housekeeping Rules (See Section 23) and all other rules established by the SFHA for the benefit and well being of the Development and residents of the Development. Such rules, which may change from time to time, shall be posted on the Development property or available at the Development office and are incorporated by reference into this Lease. Failure to comply with such rules shall constitute a material violation of this Lease and grounds for eviction.
- (O) **INTERFERENCE WITH JOB RESPONSIBILITIES:** To refrain from interfering with the job responsibilities of or in any way threatening SFHA employees, authorized vendors, service personnel or representatives of the SFHA.
- (P) **LOCKS AND KEYS:** Not to change or add any lock or device on any door or window of the Residence without the prior written consent of the SFHA. To provide the SFHA with keys to such lock or device within 48 hours in the event of such installation. Once installed, an approved lock may not be removed even when the unit is vacated. Not to give Residence door/gate keys, which are the exclusive property of the SFHA, to any other person without the prior written consent of the SFHA. To pay for the entire cost of all key and lock replacement in the event that any door/gate keys to the Residence are lost. To return all keys to the SFHA when the Residence is vacated and to pay for the cost of new locks and keys if all keys are not returned. To close and lock doors when entering or leaving the building or grounds. To use building keys to enter the building and to ensure that Tenant, Household Members or guests do not lock themselves out of the Residence. If the SFHA must assist any Tenant or Household Member in unlocking the Residence, the SFHA shall assess a fee and may require Tenant to hire a professional locksmith.
- (Q) **MAINTENANCE:** To maintain the grounds immediately surrounding the Residence in good condition, including but not limited to keeping the grounds free of weeds, debris, waste, trash and rubbish. To secure and maintain a garden hose, if appropriate, adequate for the purpose of watering and maintaining the grounds. Upon termination of tenancy and the request of the SFHA, to restore the Residence to the original condition as received excepting normal wear and tear.
- (R) **MOTOR VEHICLES:** To comply with the following rules concerning motor vehicles.
1. Household Members and guests who drive vehicles onto SFHA property must have a valid driver's license.
  2. All vehicles driven or parked on SFHA property must be insured to the minimum required by California law and have a current registration. Trailers, non-operating motor vehicles and motor vehicles without current registration are not permitted within the Development and shall be towed at the owner's expense.
  3. All vehicles parked on SFHA property must be kept in good running order and must be moved at least every 72 hours or according to signs posted by the SFHA and City and County of San Francisco.
  4. To cooperate with the SFHA by obtaining SFHA-issued parking permits. Only vehicles with currently valid parking permits issued by the SFHA may park in lots located within the Housing Development. If parking spaces are assigned, Household Members shall park only in their assigned space. Vehicles parked by Tenants in violation of Section 14(R) may be subject to immediate tow at Tenant's expense.
  5. Outside of routine maintenance, i.e. flat tires, changing windshield wipers, adding windshield wiper fluid, etc., the Tenant agrees not to repair or service automobiles, motorcycles, other motor vehicles, or any other



- heavy machinery anywhere on the Development property or on public streets within the Development.
6. Not to drive or park motor vehicles on areas not specifically designated for driving or parking. Absolutely no parking on the lawns or sidewalks.
  7. To remove at Tenant's expense from the Development, any unlicensed, unregistered, uninsured or inoperable motor vehicles or trailers owned by any Household Member or guest. Tenant must remove said vehicle or trailer within three (3) days after notice by the SFHA or other appropriate authority.
  8. All traffic signs including, but not limited to, parking and speed limit signs shall be observed.
- (S) NUISANCE: Not to commit or maintain a nuisance on or about the Residence or the Development. Not to create or permit to exist any condition that results in risk to the health or safety of any person or damage to property.
- (T) QUIET ENJOYMENT: To act in a manner that will not disturb the rights of other residents to the peaceful enjoyment of their accommodations, and will be conducive to maintaining the Development in a decent, safe, and sanitary condition. To refrain from playing musical instruments and electronic devices such as radios, televisions, CD, record and tape players at an unreasonable volume anywhere within the Development at any time, and to refrain from playing at a volume audible outside the Residence. To refrain from creating any noise that is reasonably objectionable to other residents.
- (U) SATELLITE DISHES: Not to install any antennas or satellite dishes without prior written approval of the SFHA. Such installation shall be subject to all the following rules and conditions:
1. Dish must be installed within the exterior boundaries of the Residence, or inside balcony railings or windows.
  2. Dish may not exceed one (1) meter in diameter.
  3. A licensed contractor must securely and properly mount dish in a professional manner.
  4. Installation must not damage unit, unit walls or other facilities.
  5. Tenant shall be responsible for any injury or damage to persons or property caused by the satellite dish. Tenant shall obtain liability insurance against injury or damage and shall pay a deposit in accordance with Section 7(D). Proof of such insurance shall be provided to the SFHA, with SFHA listed as "additional insured" prior to approval of installation and upon each renewal of coverage.
- (V) SIGNS: Not to display on or about the Residence or Development any signs or advertisements of any kind including but not limited to signs for goods or services. This excludes political signs.
- (W) STORAGE OF PERSONAL PROPERTY: Personal property shall not be stored outside the Residence at any time without the prior written approval of the SFHA. The SFHA shall not be responsible for any loss or damage to personal property stored outside the Residence.
- (X) UNSUPERVISED CHILDREN: Tenant shall not leave minor children unsupervised.
- (Y) VARIOUS: Pigeons and other wildlife are not to be fed.
- (Z) SPORTS: No ball playing, roller-skating, bicycling or skateboarding except in designated areas.
- (AA) WATERBEDS: Not to install a waterbed or other bed with liquid filling material without prior written approval of the SFHA. To obtain and maintain liability insurance against property damage and to pay a deposit in accordance with Section 6 of this Lease. [CCP.1940.5]

- (BB) **RESTRAINING ORDERS AND/OR STIPULATED AGREEMENTS:** Inform property manager of all restraining orders, emergency protective orders, and/or stay away orders of any kind. Tenant will comply with all such orders until lifted by proper authorities or for the duration of a stipulated agreement, if applicable.
- (CC) **MOLD AND MILDEW:** Tenant will take positive steps to prevent growth of mold and/or mildew in their apartment, including properly ventilating rooms, cleaning small areas, and reporting growth of mold and/or mildew to the SFHA. The Tenant will fully cooperate with the SFHA in the abatement of mold and/or mildew including moving furniture away from the walls, emptying closets, removing items from cupboards, and other actions to make the affected areas accessible for abatement.
- (DD) **CIVIL RIGHTS:** Tenants, their family members, and guests will not engage in any activities that could be construed as hate-based incidents, including racial, ethnic, religious, sex, sexual orientation, gender identification, disability, familial status, or age epithets involving any persons on or near SFHA property. This provision also covers any hate-based graffiti caused by Tenants, their family members, and guests on or near SFHA property. Violation of this provision of this Lease is a material violation of the Lease and grounds for eviction.

#### 15. PROHIBITION ON FIREARMS AND OTHER ILLEGAL WEAPONS

- (A) Ownership, possession, transportation or use of any firearm or any illegal weapon in or around the Residence, the Development, or SFHA property is strictly prohibited. Violation of this provision by any Household Member or guest shall be grounds for immediate Lease termination and eviction. The term "firearm" is defined broadly and shall include but not be limited to all pistols, revolvers, other handguns, rifles, shotguns, automatic and semiautomatic guns, and any other instrument that expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air guns and spring action guns. The term "illegal weapon" shall include but not be limited to all blackjacks, nun chucks, metal knuckles, stun guns and knives.
- (B) Possession of ammunition of any kind in or around the Residence, the Development, or SFHA property is strictly prohibited and shall be grounds for immediate Lease termination and eviction.

#### 16. CRIMINAL AND DRUG RELATED ACTIVITIES

- (A) In an effort to make public housing communities safer, the SFHA has implemented a "zero tolerance" policy towards the commission of criminal and drug-related activities. Tenant agrees that the SFHA may terminate this Lease in accordance with Section 18 if any Tenant, Household Member, guest, or other person under Tenant's control engages in any of the following activities below. As used throughout this Lease, "person under Tenant's control" shall mean a person other than a guest who enters the Development at the invitation of Tenant or a Household Member or guest. INT. \_\_\_\_\_
- (B) **CRIMINAL ACTIVITY:** Tenant shall ensure that no Household Member, guest, or other person under Tenant's control engages in any criminal activity on or off SFHA owned property including HOPE VI sites under private management. Such criminal activity includes but is not limited to any conduct that threatens the health or safety of any SFHA resident, employee or member of the public who is on or near SFHA property, or that threatens



the right of any SFHA resident, guest or neighbor in the immediate vicinity to the peaceful and quiet enjoyment of their residence. Tenant shall be held responsible for any criminal activity of a Household Member, guest or other person under Tenant's control. The SFHA may terminate this Lease for criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.

- (C) **DRUG-RELATED CRIMINAL ACTIVITY:** The SFHA will comply with all HUD regulated One Strike laws. In accordance with HUD One Strike regulations, Tenant shall ensure no Household Member engages in drug related criminal activities on or off the property. For purposes of this Section, "drug-related criminal activity" shall mean the illegal use, manufacture, sale, possession or distribution of a controlled substance in violation of State or Federal law. The SFHA may terminate this Lease for drug-related criminal activity regardless of whether there is an arrest or conviction. Residents who are evicted pursuant to this Lease provision shall be barred from readmission to SFHA Public Housing in accordance with the ACOP in effect on the date the application for readmission is submitted.
- (D) **USE OF CRIMINAL RECORD:** If the SFHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the SFHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before the SFHA grievance hearing or court trial concerning the termination of tenancy or eviction. The Tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The SFHA may not pass along to the Tenant the costs of a criminal records check.
- (E) **CIVIL CITATIONS:** Tenants must comply with all provisions of this Lease. The SFHA or its designee reserves the right to issue citations for Lease violations. A Tenant receiving three (3) or more citations in a twelve (12) month period shall be subject to non-renewal of the Lease or eviction, depending on the nature of the violation.
- (F) **ALCOHOL ABUSE:** Tenant shall ensure that no Household Member, guest or other person under Tenant's control engages in any alcohol abuse that affects the health, safety or right to peaceful enjoyment of the premises by other residents, SFHA employees or agents. Consumption of alcoholic beverages in public areas of the Development is strictly prohibited.
- (G) **METHAMPHETAMINE CONVICTION:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally or publicly assisted housing. Any person convicted of manufacturing or producing methamphetamines on the premises is ineligible to receive public housing assistance. The SFHA shall deny assistance to applicants with such convictions and shall evict any resident who is already receiving assistance.
- (H) **REGISTERED SEX OFFENDER:** The SFHA shall immediately terminate this Lease if it determines that any Household Member has ever been convicted of a sexual criminal offense that is subject to the California Sex Offender Registration Program. Residents who are evicted pursuant to this provision shall be permanently barred from readmission to public housing.

- (I) FUGITIVE FELON OR PAROLE VIOLATOR: The SFHA shall terminate this Lease if it determines that any Household Member is fleeing to avoid prosecution or incarceration for a felony crime or for violating a condition of probation or parole imposed under Local, State or Federal law.
- (J) FRAUDULENT INFORMATION: Tenant and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any public housing program. Tenant and Household Members shall not receive any public housing program or housing choice voucher program while receiving another housing subsidy under any other Federal, State or local housing assistance program. The SFHA shall terminate this Lease if it determines that Tenant or any Household Member has submitted fraudulent information or committed fraud to secure or otherwise remain in Public Housing and may do so with a 30-Day Notice to Quit.

#### 17. TERMINATION BY TENANTS

- (A) Tenant may terminate this Lease at any time by giving at least thirty (30) days' written notice to the SFHA. Notice will be deemed given when the SFHA is in receipt of Tenant's written notice. Tenant shall move out promptly and shall leave the Residence in as clean and good a condition as received at the start of occupancy, reasonable wear and tear accepted, and return all keys to the SFHA. All Household Members and other occupants shall completely vacate the Residence within the 30-day period. If Tenant does not give the full notice, Tenant shall be liable for Rent to the end of the notice period or to the date the Residence is re-Rented, whichever comes first.
- (B) Upon Lease termination, eviction by the SFHA, abandonment of the Residence, or transfer of the Household to another dwelling unit, any personal property left at the Residence shall be stored for no more than eighteen (18) days. Tenant shall be responsible for moving and storage charges. Property unclaimed after eighteen (18) days shall be deemed abandoned and the SFHA may dispose of it without liability.
- (C) If any Tenant who has signed the Lease ceases to reside at the Residence for any reason the SFHA must be notified and this Lease shall terminate. If an eviction action has not been brought, the SFHA may allow remaining Household Members who are already on the Lease to occupy the Residence provided that a qualified and responsible remaining adult Household Member, or a court appointed guardian or court declared emancipated minor meets all the eligibility and sustainability criteria, enters a new Lease agreement with the SFHA.

#### 18. TERMINATION BY SFHA

- (A) Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.
- (B) The SFHA may terminate this Lease for violations of material terms of the Lease, such as failure to fulfill the obligations set forth in this Lease or for other good cause. Such serious or repeated violation of terms shall include but not be limited to the following:
  1. Failure to pay Rent or other charges when due, or habitual late payment of Rent as defined in Section 5(D).
  2. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the utility company.

3. Failure to comply with Tenant obligations described in Section 14.
  4. Failure to supply timely and accurate statements of income, assets, expenses and family composition needed to process annual Rent re-examinations or interim re-determinations.
  5. Failure to attend scheduled re-examination interviews or to cooperate in the verification process if the Tenant has chosen to pay Rent based on a percentage of income.
  6. Serious or repeated damage to the Residence, nuisance, creation of physical hazards in the Residence, common areas, grounds or parking areas of any Development.
  7. Criminal activity or alcohol abuse as provided in Section 16.
  8. Failure to perform community service as required by Federal law or participate in an economic self-sufficiency program. This constitutes grounds for non-renewal of the Lease and termination of tenancy.
  9. Failure to allow inspection of the dwelling unit.
  10. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the Lease to permanently reside in their public housing unit.
  11. Failure to comply with a court order or written statement.
  12. Fraud.
  13. Failure to accept the SFHA's offer of a Lease revision to an existing Lease that is on a form adopted by the SFHA with written notice of the offer of the revision at least sixty (60) calendar days before the Lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- (C) The SFHA shall give Tenant written notice of termination of the Lease, stating the grounds for the termination, and informing Tenant of the right to make such reply as Tenant may wish. The notice shall also inform Tenant of the right to examine SFHA documents directly relevant to the Lease termination, and the right to request a grievance hearing, if applicable. The length of the notice shall be as follows:
1. Fourteen (14) days in the case of failure to pay Rent.
  2. Three (3) days when the health or safety of other residents, SFHA employees or contractors, or neighbors residing in the immediate vicinity of the premises are threatened; or if any Household has a dog in violation of the Lease; or if any Household Member has engaged in any criminal or drug-related activity as described in Section 16; or if any Household Member has been convicted of a felony; or if any Household Member has committed fraud.
  3. Thirty (30) days in any other case or such period as allowed by State or local law.
- (D) In deciding to evict for criminal activity as described in Section 16, the SFHA shall have sole discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of Household Members, and the effect the eviction would have on Household Members who did not engage in the prohibited activity. The SFHA may, in its sole discretion, permit continued occupancy by non-offending Household Members provided they agree that the offending Household Member shall not reside at or visit the Residence and shall not be invited or allowed upon the Development. The SFHA has a "zero tolerance" policy for illegal drug activity and may, in its sole discretion, require a Household Member who

- engaged in the illegal use of drugs to present credible evidence of successful completion of a satisfactory treatment program as a condition of being allowed to reside at the Residence. This is not intended to be an exhaustive list and the SFHA reserves its right to impose other conditions, terms and stipulations.
- (E) When the SFHA evicts a Tenant from a Residence for criminal activity, the SFHA shall notify the local post office serving that Residence that such individual or family is no longer residing in the unit so that the post office will stop mail delivery for such persons and they will have no reason to return to the unit.
- (F) The unintended receipt of money by the SFHA from Tenant or Household Members after notice of termination of Lease shall neither reinstate the Lease nor affect the notice. By depositing said payments, the SFHA shall not be deemed to have waived its right to terminate the Lease or to prosecute and maintain an action to evict Tenants.
- (G) Any notice to vacate or quit that is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this Section. The notice to vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant. In case of litigation, each party agrees to be responsible for their own attorney's fees unless otherwise stipulated to by the parties or provided by law.
- (H) When the SFHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under the SFHA's grievance procedure, the tenancy shall not terminate (even if the Notice to Vacate under the State or Local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- (I) When the SFHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the SFHA has decided to exclude such a grievance from SFHA grievance procedure, the notice of Lease termination shall:
1. State that Tenant is not entitled to a grievance hearing on the termination.
  2. Specify the judicial eviction procedure to be used by the SFHA for eviction and state that HUD has determined that this eviction procedure provides opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations.
  3. State whether the eviction is for criminal activity as defined in Section 16.

## 19. ABANDONMENT

- (A) If Tenant is absent from the Residence for fourteen (14) consecutive days without giving notice and while in default of Rent, the SFHA shall proceed with establishing that Tenant has abandoned the unit according to State law. The SFHA may then repossess the unit and dispose of Tenant's personal property pursuant to State law.
- (B) The SFHA reserves the right to terminate this Lease in accordance with Section 18 if Tenant is absent from the Residence for more than sixty (60) consecutive days without providing advance written notice to the SFHA. Under no circumstances will this Lease continue if Tenant has been absent for more than six (6) months. These measures are in place for security and maintenance reasons. The SFHA will take into consideration travel and medical needs as long as the Rent remains paid and the unit is well kept.

20. NOTICES

- (A) Notices to Tenant shall be in writing and delivered to any adult Household Member, or sent by first-class mail properly addressed to Tenant.
- (B) Notices to the SFHA shall be in writing and delivered to the property office or the SFHA main office, or sent by first-class mail properly addressed and with sufficient postage.
- (C) Notice shall be defined as written correspondence between the SFHA and Tenants.
- (D) If the Tenant is visually impaired, all notices will be made in an accessible format.
- (E) The notice of proposed adverse action shall inform the Tenant of the right to request a grievance hearing. In the case of a Lease termination, a notice of Lease termination in accordance with Section 18(C) of the Lease shall constitute adequate notice of proposed adverse action.

21. GRIEVANCE PROCEDURE

- (A) If the SFHA seeks to terminate the Lease or takes some other adverse action against the Household, Tenant may, in some instances, be entitled to request a grievance hearing to contest the action. Tenant may also be entitled, in some instances, to a hearing to resolve other disputes or grievances with the SFHA.
- (B) The SFHA's Grievance Procedures set forth the matters that can be the subject of a grievance hearing as well as the process for requesting a hearing and the procedures to be followed during the hearing. Upon request, the SFHA will furnish the Grievance Procedures. The SFHA Grievance Procedures are incorporated by reference.
- (C) In the case of a proposed adverse action other than a proposed Lease termination, the SFHA 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.

22. PROVISIONS FOR MODIFICATION

- (A) This Lease, together with any attachments and all documents incorporated by reference, constitutes the entire agreement between the parties. Neither the SFHA nor any of its employees has made any representations other than those contained in this Lease.
- (B) Any changes to this Lease shall only be made in writing, dated and signed by both Tenant and the SFHA, except for Rent changes as provided in Section 9. Failure by a Tenant to accept a Lease revision is grounds for termination of tenancy.
- (C) Documents incorporated into this Lease, such as the Maintenance Charge List, Schedule of Utility Allowances, Grievance Procedures, Pet Policy, ACOP, transfer and Rent policies, and any building or development rules or other regulations, may be changed from time to time by the SFHA. The SFHA shall give thirty (30) days' notice prior to the effective date of any amendments to these documents, setting forth the proposed changes and providing residents with an opportunity to make written comments. The SFHA shall consider resident comments before the proposed changes become effective.

## 23. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the SFHA, uniform standards for resident housekeeping have been developed for all Tenant families.

(A) SFHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The SFHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the SFHA will notify Tenant in writing if he or she fails to comply with the standards. The SFHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the SFHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(B) Tenant Responsibility: Tenant shall abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a material violation of this Lease and grounds for eviction.

## (C) General Housekeeping Standards Inside the Apartment

1. Walls and ceilings shall be clean and free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors shall be clean, clear, dry, and free of hazards.
3. Windows shall be clean and not nailed shut.
4. All window coverings such as drapes, shades, or blinds shall be clean and intact.
5. Exterior and interior window ledges shall be clean and free of all objects.
6. Doors shall be clean and free of grease, dirt, holes, and fingerprints. Doorstops shall be present.
7. Heating units shall be dusted and kept clear of any clutter or furniture within three (3) feet.
8. Trash shall be disposed of properly and not left in unit.
9. Entire unit shall be free of clutter and debris. Hallways through the unit shall be unobstructed.
10. Entire unit shall be free of rodent and insect infestation.
11. Entire unit shall be free of mold and mildew.
12. Nothing shall be stored in the area of the hot water heating system.

## (D) Housekeeping Standards Inside the Kitchen

1. Stove shall be clean and free of food and grease.
2. Refrigerator shall be clean. Freezer door shall close properly and freezer have no more than one inch of ice. Freezer shall not be over-packed so that sufficient room is allowed for air circulation.
3. Cabinets shall be clean and neat. Cabinets shall not be overloaded. Storage under the sink shall be limited to small lightweight items to permit access for repairs.
4. Cabinet surfaces, food storage areas and counter tops shall be neat and free of grease and spilled food.
5. Exhaust fan shall be free of grease and rust.
6. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner.
7. Trash shall be separated for recycling and stored in a covered container until removed to the disposal area.

## (E) Housekeeping Standards Inside the Bathroom



1. Toilet and tank shall be clean and odor free.
  2. Tub and shower shall be clean and free of mildew and mold.
  3. Basin shall be clean.
  4. Exhaust fans shall be free of rust and dust.
  5. Floors shall be clean and dry.
- (F) Housekeeping Standards in Storage Areas
1. All closets shall be neat and clean.
  2. Other storage areas shall be clean, neat and free of hazards.
- (G) Housekeeping Standards Outside the Residence
1. All yards, balconies, porches, and patio areas designated for the exclusive use of Tenant shall be free of debris, trash and clutter.
  2. Entryways, sidewalks, halls, paths, stairways and other common areas shall be clean and free of hazards.
  3. Exterior and interior walls and fences shall be free of graffiti.
  4. No items, including but not limited to rugs and clothing, shall be shaken, cleaned or hung on or from windows, balconies or fences.
  5. Common laundry areas shall be clean and neat, and lint shall be removed from dryers after use.
  6. Utility rooms shall be free of debris, motor vehicle parts, and flammable materials.

#### 23. INDEMNITY

Tenant agrees to hold the SFHA harmless, and to indemnify the SFHA against the claim of any person for injury or damage resulting from circumstances beyond the control of the SFHA.

#### 24. INSURANCE

The SFHA is not responsible for loss or damage to personal property in or around the residence. Tenants are strongly encouraged to obtain Renter's insurance at their own expense to protect their property against loss or damage due to fire, flood, theft, vandalism, or other casualty. The SFHA's liability for loss, damage or personal injury is limited to that imposed by law.

#### 25. MEGAN'S LAW

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



26. MISCELLANEOUS

- (A) Each and every term in this Lease shall be considered material.
- (B) If any provision of this Lease is found to be void, unenforceable or illegal, then the remaining provisions shall remain in effect.
- (C) Tenant warrants that all statements and representations Tenant made in the application for SFHA housing are truthful. Tenant agrees that false statements or misrepresentations made in the application or during the Rent review process (see Section 9B) shall constitute grounds for eviction.
- (D) In any legal action to enforce any provision of this Lease, each party shall bear its own attorney's fees.
- (E) The SFHA's failure to insist in any one or more instance upon the strict observance of the terms of the Lease shall not be considered a waiver of the SFHA's right thereafter to enforce the provisions of the Lease. The SFHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the SFHA.
- (F) The acceptance of Rent by the SFHA with knowledge of any violations of this Lease shall not operate as a waiver of the violations.

27. SIGNATURES

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read, or has had this Lease explained or read to him or her, and that Tenant understands the Lease;
  2. That all of the information that Tenant gave to the SFHA is true and correct; and
  3. That Tenant shall occupy the Residence as Tenant's sole residence as of the Effective Date (see Section 1).
- Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT(S) SIGNATURES:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

SAN FRANCISCO HOUSING AUTHORITY:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_