



MINNEAPOLIS PUBLIC HOUSING AUTHORITY
HIGHRISE UNIT LEASE

BUILDING MANAGEMENT OFFICE: _____ PROJECT NO: _____

TELEPHONE NO: _____ UNIT I.D: _____

Work Order/After Hour

EMERGENCY NO: 342-1585 REEXAM MO. _____

UNIT SIZE (NO. OF BEDROOMS) _____

SECURITY DEPOSIT \$ _____

LEGAL NAME OF HEAD-OF HOUSEHOLD:

SSN (last 4 digits) _____

First Middle Last

LEGAL NAME OF CO-HEAD OF HOUSEHOLD:

SSN (last 4 digits) _____

First Middle Last

ADDRESS: _____ DWELLING UNIT: _____

Minneapolis, MN Zip Code: _____

Minneapolis Public Housing Authority (MPHA) rents to Tenant Family the dwelling Unit described above according to the terms and conditions of this Lease.

1. LEASE DEFINITIONS

- A. **Abandoned Personal Items.** Any personal property left in the Unit after the Tenant has abandoned the Unit, the Lease is voided or the Lease is terminated by judicial action.
- B. **Burden of Proof.** The civil standard or by a preponderance of the evidence is the Burden of Proof required to establish all Lease violations.
- C. **Common Areas.** Shared areas including entryway, hallway, stairwell, balcony, lobby, community room, laundry room, parking lot, patio, lawn and other shared areas not listed.
- D. **Community Service.** The performance of voluntary work or duties in the public benefit that serve to improve the quality of life, enhance resident self-sufficiency, or increase the tenant's self-responsibility in the community.
- E. **Criminal Activity.** Is any activity, regardless of an arrest or conviction that is punishable by a fine and/or imprisonment under any applicable law or ordinance. Criminal Activity includes any Drug Related Criminal Activity, any conduct governed by the Minnesota Rules of Criminal Procedure and petty misdemeanors.
- F. **Dependent.** A member of the Tenant Family, excluding foster children or foster adults and head of household, or co-head of household, who is less than 18 years of age, a person with a disability, or a full-time student.
- G. **Documentation.** Written, accurate, current, objective and verifiable information.
- H. **Domestic Violence Act.** Includes Domestic Violence, Dating Violence and Stalking as defined by MPHA's VAWA Policy.
- I. **Drug.** Is a controlled substance defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802).

- J. **Drug Related Criminal Activity.** The illegal manufacture, sale, distribution, or use of a Drug, or the possession of a Drug with the intent to manufacture, sell, distribute or use the Drug. Also, illegal means any activity, even in the absence of an arrest or conviction, that violates a state statute, ordinance, charter provision, rule, or regulation governed by the Minnesota Rules of Criminal Procedure and includes a petty misdemeanor.
- K. **Emergency.** An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.
- L. **Family Unit.** All Units except highrise Units such as scattered housing sites or the Glendale Townhomes.
- M. **Flat Rent.** Management's determination of the amount of Rent based upon the market value of the Unit.
- N. **Grounds for Termination.** Serious or repeated violations of a material term of the Lease or other good cause.
- O. **Guest.** A person temporarily staying in the Unit or is on the Premises with the consent of a Tenant or other member of the household who has the express or implied authority to so consent on behalf of the Tenant.
- P. **Income.** All amounts monetary or not, which go to or on behalf of the Tenant Family.
- Q. **Income Based Rent.** Tenant Rent that is based on the Tenant Family's income and MPHA's Statement of Policies.
- R. **Lease.** This Lease and incorporated herein by reference any Addendum to the Lease and Management's Statement of Policies except for the Sections or Appendixes regarding: Requirements for Admissions; Verifications for applicants; Preferences; Waiting List Assignment and Designation of Buildings; Maximum Income Limits for Admission; Applicant Screening Guidelines; Applicant Hearing Rules; and Revenue Recapture Hearing Rules.
- S. **Live-In Aide.** A person whom: a) Management verifies to be essential to the 24 hour care and well-being of an elderly or near elderly person or a Person With a Disability; b) is not obligated for the support of Tenant Family; c) would not live in the Unit except to provide the services; and d) can show they have the skills necessary to provide the services.
- T. **Management.** The Minneapolis Public Housing Authority (MPHA).
- U. **Material.** Having real importance.
- V. **Member(s) of the Household.** Person(s) listed in Section 5 of this Lease or in a Lease Addendum.
- W. **Other Person Under Tenant Family's Control.** Any person whom the Tenant Family has permitted or granted access to the Premises or Unit and includes a Guest.
- X. **Pet.** An animal belonging to a Tenant and limited to a cat or dog that weighs no more than 25 pounds, small caged bird, caged gerbil or hamster, or fish in a thirty gallon or less aquarium. This definition does not include an animal specifically trained to assist a person with a specific disability.
- Y. **Person With a Disability.** A Person With a Disability, as further defined by federal law and regulation and MPHA's Statement of Policies.
- Z. **Premises.** Tenant's Unit and its building, Common Areas and development.
- AA. **Reasonable Accommodation.** A change in MPHA's rules, policies or procedures or a physical change to its property to accommodate a disability as further defined by applicable law and regulation and MPHA's Statement of Policies and Reasonable Accommodation Policy.
- BB. **Registered Guest.** Is a Guest of a Tenant who has been Lease compliant for six months or the length of tenancy if less than six months and who complies with section 7 D.
- CC. **Rent.** Includes all forms of Rent including but not limited to monthly Rent, minimum Rent, Flat Rent, Income Based Rent and retroactive Rent.
- DD. **Statement of Policies.** MPHA's most recent Statement of Policies Governing Admission to and Continued Occupancy of Low Rent Housing (SOP) as approved and amended by the MPHA's Board of Commissioners.
- EE. **Tenant(s).** Person(s) listed as Head of Household or Co-Head of Household in this Lease or in a Lease Addendum. The Head of Household or Co-Head of Household is only a Tenant at the building where they reside.

- FF. **Tenant Family.** Includes Head of Household, Co-Head of Household and Members of the Household listed in Section 5 of this Lease or in a Lease Addendum. Head of Household, Co-Head of Household and Members of the Household are only Tenants at the building where they reside.
- GG. **Unit or Dwelling Unit.** Living Unit and any area assigned for the Tenant’s exclusive use.
- HH. **Victim.** A person who is a Victim of domestic violence, dating violence or stalking (collectively Domestic Violence Act) as defined under MPHA’s VAWA Policy and who has timely and accurately completed the certification under the VAWA Policy.

2. **MINNESOTA STATUTES § 504B.181 DISCLOSURE OF MANAGER AND AGENT TO ACCEPT SERVICES**

- A. The address of your Management Office is the Building Management Office address listed on page one or the Management area office at:

Check One

- 315 Lowry Avenue North, Minneapolis, MN 55411 _____
- 1611 South 6th Street, Minneapolis, MN 55454 _____
- 1815 Central Avenue NE, Minneapolis, MN 55418 _____
- 2123 16th Avenue South, Minneapolis, MN 55404 _____
- 3121 Pillsbury Avenue South, Minneapolis, MN 55408 _____

- B. The person authorized to accept service of process and receive and give receipt for notices and demands is the Executive Director/Chief Executive Officer, Deputy Executive Director/Chief Operating Officer or General Counsel of Minneapolis Public Housing Authority at 1001 Washington Avenue North, Minneapolis, MN 55401.

3. **TERM OF LEASE**

- A. This Lease begins on _____, 20 _____. This is a 12-month Lease.
- B. This Lease will renew automatically unless the Tenant Family does not comply with the Community Service requirements as stated in the SOPs. Violation of the Community Service requirements is grounds for non-renewal of the Lease and termination of the Lease at the end of the 12 month Lease term.
- C. MPHA will give the Tenant and resident organizations a 30 day notice and an opportunity to provide written comments as provided by regulation of any lease changes. A Tenant’s failure to sign the revision or an amendment is Grounds for Termination.

4. **RENTAL PAYMENTS AND OTHER REQUIRED PAYMENTS**

- A. Tenant will pay the first Rent payment of \$ _____ for the period beginning _____, 20 ____, and ending _____, 20 _____. Payment is due as billed.
- B. Tenant will pay monthly Rent of \$ _____. All Rent is due on or before the 1st day of each month beginning _____, 20 _____. Rent may change as the Lease or Addendum provides.
- C. Tenant shall give a 30 day written notice of intent to vacate. (See Section 13-D). Tenant shall pay monthly Rent prorated on a daily basis for a minimum of thirty (30) days after Tenant gives written notice to Management of an intent to vacate. If Tenant does not give Management a written notice of intent to vacate, Rent will be charged for thirty (30) days from the day that Management learns that Tenant has moved out.
- D. Tenant shall pay any charges, penalties and assessments within 30 days of written notice. Within 10 working days from the date of the notice, Tenant shall in writing tell Management of any dispute and request in writing to use the grievance procedure. If Tenant does not request to use the grievance procedure within 10 days, Tenant waives the right to use the grievance procedure.
- E. Tenant shall deposit \$ _____ as a security deposit with Management. Management shall hold the security deposit during the tenancy and refund the security deposit with interest in accordance with MPHA’s Statement of Policies and applicable law and regulation.

F. Tenants will comply with MPHA’s Statement of Policies regarding the payment of Rent and other charges. MPHA will not accept cash as payment, except for the Tenant’s first payment at the time the Tenant signs the first Lease.

5. MEMBERS OF HOUSEHOLD

Only the following persons have the right to the exclusive use and occupancy of the Dwelling Unit with the Heads of Household and Co-Head of Household named above:

| | Name | SSN | Relationship | Sex | DOB |
|----|-------|-------|--------------|-------|-------|
| a. | _____ | _____ | _____ | _____ | _____ |
| b. | _____ | _____ | _____ | _____ | _____ |

6. UTILITIES

- A. Management shall pay the cost of the reasonable use of water, garbage collection, sewer service, gas and electricity.
- B. Management shall furnish a stove and refrigerator.
- C. If Tenant has a room air-conditioner, food freezer, or second refrigerator in the Unit, Management shall charge a monthly utility fee. Tenant shall pay the utility fee each month with the Rent. Tenant shall pay the utility fee for the air conditioner from June through August. Management may change the fee with a 30-day notice to the Tenant.

7. GUEST POLICY

- A. The Tenant has the right to the reasonable accommodation of their Guests, as defined by 24 C.F.R. §966.4(d) (1) or as amended and subject to the terms of this Lease.
- B. Tenant shall cause each Guest to comply with the terms of this Lease. A Guest’s failure to comply with the terms of this Lease shall be grounds for the trespass of the Guest and Lease termination.
- C. Upon a showing of special circumstances or need, Management in its discretion may extend any time period or make an exception to this Section. MPHA shall pre-approve in writing any extension or exception to 7D through 7K.
- D. Before a Tenant Family may house a day or night Guest for more than seven consecutive days, Tenant shall provide in writing to Property Management Staff the Guest’s name, address, dates of the stay and a picture identification for MPHA to make a copy of. MPHA may waive the requirement for children under school age to provide a picture identification.
- E. A Tenant may house Guests in the Unit a total of 30 days per calendar year.
- F. No more than three (3) persons including the Tenant Family and Guests may stay in an efficiency high-rise Unit at the same time. No more than four (4) persons including the Tenant Family and Guests may stay in a one-bedroom high-rise Unit at the same time.
- G. Guests shall not have any animal(s) on the Premises except for an animal specifically trained to assist a person with a specific disability.
- H. Only a Member of the Tenant Family may receive mail at Tenant’s address. Tenant Family will assure that no other person uses Tenant’s address or receives mail at Tenant’s address. A Tenant shall inform the post office to stop delivery of mail and not accept mail for persons other than the Tenant Family. This section does not apply to mail from the Social Security Administration to a representative payee for a Social Security recipient.
- I. When needed, a Tenant shall request in writing MPHA’s approval for a Live-in Aide. A health care provider shall verify in writing a Tenant Family’s need for a Live-in Aide. A Live-in Aide shall meet all tenant selection criteria as outlined in MPHA’s Statement of Policies, except for income criteria, and shall comply with the terms of this Lease. MPHA shall approve in writing a Live-in Aide.
- J. Upon MPHA’s request, a tenant shall provide the name, DOB and address of any Guest.

K. A Guest may not use the Unit key or building access device. If Management determines that a Tenant has violated this section, Management may confiscate the Unit key or building access device or authorized security personnel may confiscate the building access device. Exceptions may be made to this section for medical emergencies or hardships.

L. Guests may not use Common Areas except when accompanied by the Tenant they are visiting and may be in a Unit only when the Tenant is present. This Section does not apply to Registered Guests.

8. DETERMINATION OF RENT, ELIGIBILITY AND UNIT SIZE

Management shall determine Tenant Family's Rent, eligibility and Unit size as stated in Management's Statement of Policies and applicable laws, regulations, and ordinances. Tenant may choose between Income-Based Rent or Flat Rent. Re-determinations will be held every third year for tenants choosing Flat Rent. All other Tenants will have annual re-determinations unless provided otherwise in the Statement of Policies. The Rent listed in Section 4 shall remain in effect until changed by the most recent Lease Addendum. Tenant shall report all changes in income, source of income and family composition to the property manager or the building Management office stated on page one, within five (5) working days of the change.

A. Re-Determination

- 1.) Tenant shall attend the scheduled re-determination meeting. Adult Tenant Family Members shall sign all forms in the Re-Determination Package and any other forms required to complete the re-determination process. Tenant shall also provide Documentation regarding income, assets, family composition, childcare, community service and any other information as Management requests. All signed forms and Documentation shall be returned to Management within 30 days from the date of the first scheduled annual re-determination meeting.
- 2.) If Tenant does not attend the scheduled or rescheduled re-determination meeting without good cause or does not comply with any requirements in the re-determination process, it shall be grounds for Termination.
- 3.) If Tenant fails at any time to timely provide written, accurate, current, objective and verifiable information or misrepresents any information relevant to the re-determination process at any time, it shall be Grounds for Termination.
- 4.) If Tenant does not comply with this Section and as a result Tenant pays a lower Rent than the amount they should have paid, Tenant shall pay the difference between the actual Rent paid and the amount they should have paid even if the Lease is terminated.

B. Interim Re-Determination

- 1.) Interim re-determinations may be required between the scheduled re-determinations when there is a change in Tenant Family's income, source of income, household composition, or if Tenant is transferring to another MPHA Unit.
- 2.) Tenant shall report within five working days any change:
 - a) To the Tenant Family's household including but not limited to a birth, death, childcare, marriage, divorce, separation, student status or other circumstance;
 - b) To the receipt or discontinuance of public assistance;
 - c) In Tenant Family's source of income or assets; or in Tenant Family's income or family composition.
- 3.) Tenant shall provide within 30 days, written, accurate, current, objective and verifiable Documentation of any change listed above. Tenant should keep a copy of the Documentation.
- 4.) MPHA will lower the Rent on the first day of the month after the Tenant reports a decrease in income. However, when delays in verification are the direct result of the Tenant Family's lack of cooperation or unavailability, MPHA will lower the Rent the first day of the month after MPHA receives the verification.

- 5.) When a change in circumstance results in an increase in Rent, MPHA shall give the Tenant a month's notice of the increase in Rent. In cases where the Tenant does not report a change as stated in 2 above or if a delay in verification is a direct result of the Tenant Family's lack of cooperation or unavailability, the Rent will be increased as if timely verified and timely notice had been given.

C. Retroactive Rent and Termination

- 1.) If Tenant Family does not comply with this Section it shall be Grounds for Termination.
- 2.) If Tenant Family does not comply with this Section and as a result Tenant pays a lower Rent than the amount they should have paid, Tenant shall pay the difference between the actual Rent paid and the amount they should have paid even if the Lease is terminated.
- 3.) Tenant shall pay the difference between the actual Rent paid and the amount required under the Statement of Policies within 30 days after MPHA's notification;

D. Misrepresentation or Failure to Provide Documentation

- 1.) If MPHA determines that Tenant Family was admitted to housing or has remained in housing because of Tenant Family's misrepresentation, or because Tenant Family did not timely provide written accurate, current, objective and verifiable information regarding income, assets, family composition, child care, abuse or pattern of abuse of alcohol, illegal use or pattern of illegal use of a Drug or Criminal Activity, it shall be Grounds for Termination even if the Tenant Family is eligible for housing at the time of the determination.
- 2.) MPHA may terminate the Lease of a Tenant who is on minimum Rent or a minimum Rent hardship exemption or has declared zero income, if the Tenant has unreported income during the same period.

E. If Tenant disagrees with any MPHA decision in this Section, Tenant may use the grievance procedure.

9. TRANSFER POLICY

- A. A Management transfer is an approved move from one MPHA owned Unit to another MPHA owned Unit. MPHA will determine the appropriate size of the Unit according to its Statement of Policies. Suitable offers of an available Unit will be made according to the Statement of Policies. Family Units are solely for the use of a Tenant with Dependent(s). Tenant shall move within 15 days after the tenant accepts the offer of the Dwelling Unit and three days after signing the Lease. A Tenant who does not completely move out of the existing Unit by the date established by MPHA shall pay a holdover fee according to the Statement of Policies.
- B. An involuntary transfer is a transfer that MPHA initiates based upon family composition, modernization/demolition of the Unit or other circumstance or because the Unit is uninhabitable. A Tenant's failure to timely transfer shall be grounds for Lease termination. A Tenant's failure to accept the offer of an appropriate Unit shall be grounds for Lease termination.
 - 1.) Tenant shall pay all moving expenses when the transfer is based upon occupancy standards in the Statement of Policies.
 - 2.) Tenant shall move immediately upon MPHA's request when the Unit is uninhabitable or is condemned. If the Tenant, a Other Person Under Tenant's Control or Tenant's Guests causes the uninhabitable condition of the Unit, Tenant shall pay all moving expenses and the cost of repair to the Unit. If a Tenant does not transfer upon request, MPHA may immediately terminate the Lease. If MPHA terminates the Lease, the Tenant may not request a grievance.
 - 3.) Tenant shall move upon MPHA's request when the transfer is based upon the construction or demolition of the Unit. MPHA shall pay moving expenses and provide notice of the transfer according to applicable law and regulation. If a Tenant does not immediately transfer upon request, MPHA may immediately terminate the Lease.
 - 4.) A Tenant in an accessible Unit, who does not require the features of the Unit, shall move upon MPHA's request when another person requires the features of the Unit. MPHA shall pay for the reasonable moving expenses.
- C. A voluntary transfer is initiated by the Tenant's written request. Tenant shall pay for all moving expenses.

- 1.) If Tenant is Lease compliant and MPHA approves the transfer, Tenant is offered one suitable Unit. If Tenant does not accept the offer, the transfer request shall be cancelled.
- 2.) A Tenant's request for a transfer based upon a Reasonable Accommodation shall be decided according to MPHA's Reasonable Accommodation Policy.
- 3.) A Tenant who requests a voluntary transfer shall pay a transfer fee in accordance with MPHA's Statement of Policies.

10. MANAGEMENT'S OBLIGATIONS

Except in circumstances beyond MPHA's control, MPHA agrees to do the following:

- A. Provide an after hour Emergency work order phone number for Emergency maintenance. See first page of the Lease.
- B. Maintain the Unit, building, facilities, grounds, Common Areas and Management's appliances, not otherwise assigned to Tenant for maintenance in a decent, safe and sanitary condition. However, MPHA cannot guarantee a pest free environment.
- C. Comply with applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- D. Make necessary repairs to the Unit. MPHA may abate the Rent in proportion to the seriousness of the damage to the Unit and loss in use of the Unit if necessary repairs are not made in a reasonable time and a replacement Unit is not offered. There will be no abatement in the Rent, if the Tenant Family refuses the replacement Unit or if the damage is caused by the fault or negligence of the Tenant Family, Other Person Under Tenant Family's Control or Tenant Family's Guest.
- E. Maintain in good and safe working condition all electrical, plumbing, heating, ventilation, sanitary and other facilities, appliances and elevators supplied or required to be supplied by Management.
- F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, in compliance with applicable law and ordinance.
- G. Offer a replacement Unit, if available, to the Tenant when the condition of the Unit is uninhabitable and Management does not repair the condition within a reasonable time. However, Management will not offer a replacement Unit when the condition is caused by the fault or negligence of the Tenant Family, Other Person Under Tenant Family's Control or Tenant Family's Guest.
- H. Notify the Tenant in writing of the specific grounds for Management's proposed adverse action and Tenant's rights under the grievance procedure. Adverse action includes but is not limited to: Rent adjustment, proposed Lease termination, transfer and sales or service charges.
- I. Post a notice in the Management Office that Management's Statement of Policies, Grievance Procedure, Post Orders, and Building House/Community Rules are available to Tenant upon request.
- J. Upon Tenant's request, MPHA will schedule a move-out inspection with the Tenant during business hours.
- K. Provide and maintain trash, garbage and recycling containers for highrise buildings except those containers for the exclusive use of a Tenant Family.

11. TENANT FAMILY'S OBLIGATIONS

- A. Tenant shall assure that Tenant Family, Other Persons Under Tenant Family's Control, Live-in Aide and Tenant Family's Guests comply with all obligations, terms and conditions in the Lease.
- B. Tenant Family shall:
 - 1.) Pay Rent when due.
 - 2.) Pay reasonable charges in accordance with the Statement of Policies, for the repair of damages to the Unit or the Premises when the Tenant Family or Tenant Family Guest's intentional or negligent conduct caused the damage.

- 3.) Use the Unit as their sole and principal place of residence. A Head of Household who is absent from the Unit for more than 90 consecutive calendar days per calendar year, or the number of days stated in the Statement of Policies, is not using the Unit as their sole and principal residence. A violation of this term is grounds to terminate the lease.
- 4.) Give MPHA advance written notice when the Head of Household or Co-Head of Household may be absent from the Unit for more than 30 consecutive calendar days.
- 5.) Not intentionally let a person into the building who is not a Guest of the Tenant Family. Only a member of the Tenant Family may let a person into the building or Unit.
- 6.) Not intentionally let a person whom MPHA has trespassed into the building or Tenant's Unit.
- 7.) Use the Unit solely as a private place to live for Tenant Family and assure that the Unit is not used for any other purpose without MPHA's prior written consent. Tenant Family may engage in legal profit making activities in the Unit if MPHA pre-determines in writing that the activities are incidental to the primary use of the Unit as a residence.
- 8.) Not assign the Lease or sublease the Unit.
- 9.) Not house day or night boarders or lodgers.
- 10.) Be in compliance with the relevant portions of the Statement of Policies, including Post Orders and Parking Policy. The SOP is available upon request from the Property Manager.
- 11.) Comply with all applicable codes, ordinances, laws and regulations including but not limited to building, housing, health, sanitation, safety, fire and the recycling of items.
- 12.) Park vehicles only in designated parking areas, which do not obstruct traffic. Assure that the vehicles on the Premises have current license tabs, no flat tires or broken windshields and are currently operable and in compliance with applicable motor vehicle laws and ordinances.
- 13.) Not repair or maintain vehicles on the Premises. A Tenant may fix a flat tire, replace a windshield or jump start a vehicle on the Premises. Remove vehicles from parking area as requested by Management. At Tenant's expense, Management may tow vehicles that are not in compliance with this Lease or Management's parking policy.
- 14.) Not disturb other residents or neighbors. Shall cause household members or Guests to act in a manner which will not disturb another resident's or neighbor's peaceful enjoyment of the Premises and which will keep the Premises and the neighborhood in a decent, safe and sanitary manner.
- 15.) Not create or permit (by an act or omission) any condition or situation on the Premises resulting in a serious risk to the health or safety to any person or damage to property.
- 16.) Ensure the peaceful enjoyment of the Premises and when requested by MPHA: a) obtain and enforce a restraining order against any person who does not comply with the Lease; b) obtain and enforce a trespass against the person; c) enforce MPHA or law enforcement's trespass against the person; d) prevent delivery of and not accept mail to the person at the Tenant's Unit and f) take other reasonable measures.
- 17.) Comply with MPHA's pest control procedures; immediately report the presence of mold; immediately report the presence of bedbugs, roaches, rodents, fleas and other similar pests; and obtain MPHA's written permission before applying any pesticide to the Premises.
- 18.) Use discretion when opening windows when the outside temperature is below 32 degrees. Tenant shall pay for any damages that occur if the windows are left open, including flood damages and repairs to the plumbing and heating systems. If major damage occurs or if Tenant repeatedly violates this section, MPHA may terminate the Lease.
- 19.) Not engage in and assure that a Other Person Under Tenant Family's Control, Tenant Family's Guests and Members of the Household will not engage in any activity which Management determines may threaten the health, safety, or right to peaceful enjoyment of the Premises by any Tenant Family, Guest, neighbor, MPHA employee, MPHA's vendor or other person. Such activity even in the absence of an arrest or conviction shall be Grounds For Termination.

- 20.) Not be involved in any Drug Related Criminal Activity on or off the Premises. An arrest or conviction is not necessary to show a violation of this Section.
- 21.) Not commit fraud in connection with any Federal or State housing assistance program.
- 22.) Meet with Management at any reasonable time and place as Management requests and after reasonable notice.
- 23.) Transfer to an appropriate size Unit when MPHA notifies Tenant that a Unit is available.
- 24.) Not interfere with MPHA's employees or contractors' performance of duties.
- 25.) Immediately report to the Management Office any vandalism damage or the need for repair to the interior or exterior of the Premises. This includes water or gas leaks.
- 26.) Keep the Unit in a clean and safe condition. Dispose of all garbage, rubbish and other waste in a sanitary and safe manner.
- 27.) Not make any repairs or alterations to or install or use any equipment in the Unit or on the Premises such as an antenna, deck, swimming pool, trampoline, glued or nailed down carpet, water bed, lock or other like items. Tenant shall obtain MPHA's prior written approval for a licensed contractor to perform any work on the Tenant's Unit.
- 28.) Not attach a satellite dish to any MPHA structure including but not limited to a building, fence, or tree. MPHA must approve in writing the installation of all satellite dishes and Tenant must provide Documentation of a licensed installation.
- 29.) Not damage, destroy, deface, mar, alter or remove any part of the Unit or Premises, equipment or appliances or affix anything to the outside or inside of the Unit or Premises.
- 30.) Not paint, wallpaper, or install corkboard, tiles, shelves, or contact paper. This does not include the hanging of reasonable wall hangings inside the Unit.
- 31.) Arrange for a licensed electrician to install a ceiling fan or other electrical device after written approval from Management and provide Documentation of the licensed installation. Tenant must remove the ceiling fan and electrical devices prior to the vacate date.
- 32.) At MPHA's discretion and with MPHA's prior written approval, Tenant may install an alarm system and may have either a small freezer or small refrigerator, and one air conditioner, which fits in the sleeve or window if there is no sleeve.
- 33.) Not have a clothes washer, dryer or dishwasher or non-MPHA thermostat.
- 34.) Not have miscellaneous items, fire hazards or clutter in the Dwelling Unit or on the Premises including but not limited to motor vehicle parts, tires, bike parts, flammables, gas, naphtha, or solvents.
- 35.) Not obstruct an entryway, hallway, walkway, doorway, stairwell, elevator, bathroom, shower, bathtub, sink, appliance, heating source, cold air returns, circuit breaker, window or smoke detector.
- 36.) Not keep any personal items including but not limited to furniture, grills, and sports equipment in the Common Areas.
- 37.) Keep the windows and screens in place and in working order. Shall provide proper window covering and maintain windows to prevent mildew and dry rot. Shall not install any window treatment when MPHA provides vertical blinds without MPHA's prior written approval.
- 38.) Receive Management's prior written approval to create or expand an existing garden.
- 39.) Not leave alone on the Premises or in the Unit any child who is under the age of ten, or Dependent who has the mental capacity of a person under the age of ten.
- 40.) Store personal items in the Unit to reasonably permit the circulation of air, inhibit the growth of mold and permit the inspection of walls, corners, and floors.

- 41.) Place personal items in the Unit so that doors fully open and baseboards are to the maximum extent are accessible.
- 42.) Leave the Unit clean and in good condition, and return the keys to Management on or before the Lease termination date. If the Tenant does not provide proper written notice, leave the Unit clean and in good condition or timely return all keys, Tenant may owe additional charges.
- 43.) Wear outdoor footwear, a shirt and other appropriate clothing in the Common Areas. Appropriate clothing does not include sleeping attire, swim suits, or bathrobes.
- 44.) Not engage in any activity that interferes with the safe ingress or egress, passage or the use of wheelchairs, walkers and other mobility aids in the Common Areas.
- 45.) Not engage in any loud, disruptive or other activity in the Common Areas which adversely interferes with other permissible activity.
- 46.) Not use MPHA public restrooms for body washing other than hands.

C. Conservation and Recycling.

- 1.) Tenant shall reasonably use and conserve utilities and utility equipment including heat, air conditioning, water and electricity.
- 2.) Tenant shall not remove any energy or utility conservation equipment including aerators, shower heads, low-flow toilet devices or other devices or misuse water fixtures, electric lights, heating, or air-conditioning.
- 3.) When replacing a bulb in an MPHA fixture, Tenant shall replace it with a florescent bulb.
- 4.) Tenant shall comply with MPHA's recycling procedures and to the maximum extent feasible shall recycle disposable trash. Tenant shall dispose of all trash in a safe and sanitary manner at a location designated by MPHA.

12. PET POLICY AND DEPOSIT

- A. Tenant shall follow the Pet Policy in the Statement of Policies. With MPHA's prior written approval, Tenant may keep as a Pet only one of the following: one cat or one dog which weighs no more than 25 pounds; two caged birds; an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters. See Statement of Policies for a list of prohibited Pets.
- B. Tenant shall register a cat or dog with Management and complete the Pet Lease Addendum before the Tenant may keep the Pet on the Premises or Unit. Pet sitting for Pets not registered in Tenant's building or a Guest's Pet is not permitted. Only Pets registered in Tenant's building and owned by Tenant are permitted on the Premises.
- C. Tenant shall pay a Pet deposit as stated in the SOP. MPHA shall return the deposit with interest less any damage claims when Tenant moves out or no longer has a cat or dog. MPHA may amend the amount of the Pet deposit by amending the Statement of Policies.
- D. If MPHA reasonably believes an animal is in distress or is causing a disturbance or property damage, the Tenant or the local Emergency contact shall remove the animal upon MPHA's request. If the Tenant or local Emergency contact does not remove the animal or if MPHA is unable to reach the Tenant or the local Emergency contact, MPHA at its sole discretion, may immediately enter the Unit and remove the animal. Tenant shall be responsible for all fees and costs related to the animal's removal and boarding.
- E. A Tenant Family or Guest who has an animal specifically trained to assist the person with a specific disability is required to follow MPHA's Pet Policy with regard to registration and Pet control requirements.
- F. Failure to comply with the Pet Policy in MPHA's Statement of Policies may be Grounds for Termination.

13. TERMINATION OF LEASE

- A. Management shall terminate the Lease or refuse to renew the Lease or evict the Tenant Family from the Unit only for serious or repeated violations of a Material term of the Lease or other good cause. Serious or repeated violations of a Material Term of the Lease include but are not limited to:

- 1.) Tenant's failure to timely provide written, accurate, current, objective and verifiable information or to timely provide signed forms to permit MPHA to obtain such information.
- 2.) Tenant's misrepresentation or dishonesty in providing any Material information at any time relevant to the determination or re-determination of the Tenant's Rent, eligibility or family composition.
- 3.) Tenant's non-payment of Rent, or other charges on the Tenant's monthly Rent statement. (See Statement of Policies).
- 4.) The filing of two valid eviction actions for the non-payment of Rent in four consecutive months or three valid eviction actions for the non-payment of Rent in 12 consecutive months.
- 5.) Making major unauthorized alterations to the Unit or Premises or poor housekeeping resulting in an unsafe condition.
- 6.) Serious, major or repeated disturbance to other Tenants or neighbors.
- 7.) Negligent or intentional conduct that results in serious, major or repeated damage to the Unit or Premises including but not limited to fires or floods.
- 8.) Any activity on or off the Premises engaged in by the Tenant Family, Other Person Under the Tenant Family's Control, Guest, or Live-in Aide, even in the absence of an arrest or conviction, that MPHA determines may threaten the health, safety or right to peaceful enjoyment of the Premises of any person on the Premises, Tenant Family, Guest, neighbor, or MPHA's employee or vendor.
- 9.) Any Drug Related Criminal Activity or violent Criminal Activity engaged in by the Tenant Family or Tenant Family's Live-in Aide on or off the Premises regardless of an arrest or conviction or any activity resulting in a felony conviction by the Tenant Family or Live-in Aide.
- 10.) Any Drug Related Criminal Activity or violent Criminal Activity on the Premises even in the absence of an arrest or conviction engaged in by an Other Person Under Tenant Family's Control, Guest, or Live-in Aide.
- 11.) Any activity described in 13.A.8 or 13.A.9 discovered after a Tenant's admission to public housing.
- 12.) Tenant Family's alcohol or drug use even in the absence of an arrest or conviction that MPHA determines may interfere with the health, safety or right to peaceful enjoyment of the Premises of any person on the Premises, Tenant Family, Guest, neighbor or MPHA's employee or vendor.
- 13.) Weapons or illegal Drugs seized on the Premises by a law enforcement officer.
- 14.) Failure of the Tenant Family, Other Person Under Tenant Family's Control, Tenant Family's Guest or Live-in Aide to comply with all obligations, terms and conditions in this Lease.
- 15.) When a member of the Tenant Family is violating a condition of probation or parole imposed by federal or state law.
- 16.) When a member of the Tenant Family or Tenant Family's Guest is fleeing to avoid prosecution or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or in the case of the State of New Jersey, is a high misdemeanor under the laws of the State.
- 17.) When a member of the Tenant Family or Tenant Family's Guest wrongfully takes any money or property from another Tenant, a Guest, MPHA, vendor or a Tenant organization regardless of whether the money or property is returned and regardless of an arrest or conviction.
- 18.) Permitting a Guest or Other Person Under Tenant Family's Control on the Premises whom the Tenant knows has a pending arrest warrant.
- 19.) Tenant's failure to comply with MPHA's pest control procedures or to immediately report the suspected presence of bed bugs, roaches or other pests or mold, and gas or water leaks.
- 20.) Tenant's failure to safely and in a sanitary manner dispose of personal property containing bed bugs, roaches or similar pests.

- 21.) When MPHA initiates a modernization or demolition transfer and the tenant refuses two suitable offers, does not immediately sign a Lease for the transferring Unit or does not vacate the Unit in three days, MPHA may immediately terminate the Lease.
- B. Management shall give the Tenant written notice of termination of the Lease as follows:
 - 1.) Fourteen (14) days for failure to pay Rent.
 - 2.) A reasonable time depending on the seriousness of the situation, when a threat or act against the health or safety of other Tenants, Guests, neighbors, Management's employees or vendors or others exists or when the Tenant violates 9 B. 2 or 3 or 13 A. 8, 9, 10, 11, or 21.
 - 3.) Thirty (30) days in all other cases except if state or local law provides otherwise.
 - C. Management shall give Tenant a written notice stating the grounds for the termination and the Tenant's right to reply and rights under the Grievance Procedure as described in Section 18 of this Lease.
 - D. Tenant has the right to terminate the Lease. To terminate the Lease, Tenant shall give a thirty (30) days written notice properly addressed and either delivered to the assigned Building Management Office or sent by prepaid first class mail to the Area Management Office listed in Section 2.
 - E. If the Tenant(s) is (are) no longer a member of the Tenant Family's household, this Lease shall terminate. Management may approve a new Lease with remaining adult household members who are Lease compliant and meet eligibility requirements.
 - F. If the Tenant transfers to another MPHA Unit, this Lease shall terminate. A new Lease shall be executed for the other Unit. However, the signing of a new Lease does not remove or abate prior or existing Lease violations or outstanding debts.
 - G. MPHA's acceptance of Rent or a partial payment of Rent, does not waive MPHA's eviction action or right to terminate the Lease for non-payment of Rent or any other reason.
 - H. If the Tenant continues to occupy the Dwelling Unit after the termination of the Lease, the Tenant agrees to pay to MPHA the reasonable value of the use of the Premises for the period that the Tenant occupies the Unit. The reasonable value for the use of the Premises shall equal the amount of Rent for such period. However, such payments shall not constitute Rent. Also, Management's acceptance of the payments shall not waive MPHA's right to assert any Lease violation in any legal action.

14. VIOLENCE AGAINST WOMEN ACT (VAWA) PROVISIONS

- A. An incident of an actual or threatened Domestic Violence Act is not a serious or repeated violation of the Lease by the Victim and is not good cause to terminate a Victim's Lease. MPHA may bifurcate the Lease or terminate the Lease of any Tenant who engages in a Domestic Violence Act without terminating the Victim's Lease.
- B. MPHA shall honor court orders arising out of a Domestic Violence Act and addressing the rights of access, control or possession of the property in a Victim's Unit.
- C. Nothing in this Section limits MPHA's discretion to terminate the Lease of a Victim for any reason not premised upon a Domestic Violence Act.
- D. Nothing in this Section limits MPHA's discretion to terminate the Lease of a Victim who is involved in Criminal Activity or Drug Related Criminal Activity.
- E. Nothing in this Section limits MPHA's discretion to terminate the Lease of a Victim if MPHA can show an actual and imminent threat to other Tenants, neighbors, Guests, or MPHA's employees, vendors, or service providers. MPHA will not hold a Victim to a more demanding standard than other Tenants in determining whether to evict or terminate the Lease.
- F. Nothing in this Section limits MPHA's discretion to trespass or terminate the Lease of a perpetrator of a Domestic Violence Act.
- G. A Victim will comply with 11.B.16 and timely provide certification information.

15. INSPECTIONS AND ACCESS

- A. Management and Tenant shall conduct a move-in inspection of the Unit. Management shall give the Tenant a written statement of the condition of the Unit and the equipment in the Unit and needed repairs.

(See Section 10 D). Management and the Tenant shall sign the statement. A copy of the statement shall be kept in the Tenant's file.

B. When Tenant moves out, Management shall inspect the Unit and complete a written statement about the condition of the Unit and the equipment in the Unit. Management shall provide a copy of the statement and a statement of the charges, if any, to Tenant. A copy of the statement shall be kept in the Tenant's file.

C. Management shall have the right to enter Tenant's Unit as follows:

- 1.) Management shall provide Tenant with a minimum 48 hour written notice stating the purpose of the entry into the Unit. The entry shall be at reasonable hours between approximately 8:00 a.m. and 6:00 p.m. for the purposes of performing routine, annual or follow-up inspections, HUD inspections, preventative maintenance inspections, pest control operations, making improvements or repairs, or showing the Premises for re-leasing. The Tenant may give verbal consent to enter the Unit without written notice.
- 2.) Management may enter the Unit at any time without advance notification when there is reasonable cause to believe an Emergency exists.
- 3.) If all adult members of the household are absent at the time of entry, Management shall leave in the Unit a written statement specifying the date, time, purpose of entry and name of the person who entered.
- 4.) During any entry permitted by this section, MPHA may take pictures to show damage to MPHA property, unsafe conditions or housekeeping Lease violations.
- 5.) Tenant's failure to allow access, interference with Management's right to enter or any other non-compliance with this section shall be Grounds For Termination.

16. NOTICE PROCEDURE

A. Management's notice to Tenant regarding Lease violations, Lease terminations or evictions actions shall be in writing and:

- 1.) Delivered to the Tenant or an adult Household Member; or
- 2.) Properly addressed to the Unit address on this Lease and sent by prepaid first class mail.

B. Tenant's notice to Management shall be in writing and be delivered or sent by prepaid first-class mail properly addressed to the assigned Building Management Office or the area Management office listed in Section 2.

C. Management may deliver written communications to the Unit regarding the parking policy, events, pest control, inspections, meetings, lease addenda, Tenant and MPHA publications and other communications.

17. VACATING UNIT OR ABANDONED UNIT OR PROPERTY

A. After a Tenant vacates or abandons the Unit, MPHA will assess sales and service charges as appropriate.

B. If the Tenant owes Rent, Sales and Service or any other charges, MPHA will submit the information to HUD's Enterprise Income Verification (EIV) system per 24 C.F.R. § 5.233 or as amended. MPHA will take action to collect the money owed through the State of Minnesota Revenue Recapture Program or other legal means.

C. After a Tenant vacates or abandons the Unit, whether voluntarily or involuntarily, MPHA will submit adverse information regarding the tenancy to EIV including: abandoning the Unit; fraud; Lease violations; Criminal Activity; failure to pay Rent or other charges; failure to cooperate with or complete the Rent re-determination process; eviction actions or other non-compliance with program requirements.

D. If Management determines that the Tenant has abandoned the Unit without proper notice and return of all keys and key tags, Management shall terminate the Lease.

E. MPHA shall immediately dispose of and will not move or store Abandoned Personal Items in any Unit when there is evidence of roaches, bed bugs or other similar pests. MPHA shall immediately dispose of and will not move or store Abandoned Personal Items which are soiled, beyond repair or have no reasonable resale value.

- F. MPHA will comply with Minnesota law in moving and storing Abandoned Personal Items not disposed of under 17.B or with Tenant's consent.

18. GRIEVANCE PROCEDURE

- A. All disputes about the Lease shall be processed according to Management's Grievance Procedure. The Grievance Procedure is available upon request from the property manager.
- B. The Tenant is not entitled to a grievance hearing when:
- 1.) MPHA denies admission to public housing to an adult Lease add on.
 - 2.) MPHA denies a request for a Lease add-on because of occupancy standards or because MPHA has placed a moratorium upon placing highrise Tenants on the Family Unit waiting list.
 - 3.) A Tenant requests a Reasonable Accommodation or VAWA protection after the Formal Hearing for a Lease termination for the purpose of contesting the results of the Formal Hearing, except when MPHA did not properly inform the Tenant of their right to request the Reasonable Accommodation or VAWA protection.
 - 4.) MPHA terminates a Lease for:
 - a.) The non-payment of Rent or other charges unless the grievance concerns the amount of money owed and the Rent or charge is placed in escrow according to the Grievance Procedure in the Statement of Policies.
 - b.) Any activity even in the absence of an arrest or conviction that threatens the health, safety or right to peaceful enjoyment of the Premises by a Tenant, Guest, neighbor, Management's employee, vendor or other person.
 - c.) Any Drug Related Criminal Activity or violent Criminal Activity on or off the Premises and regardless of an arrest or conviction.
 - d.) Any activity resulting in a felony conviction.
 - e.) Any threat, inference or suggestion of bodily harm to MPHA Staff.
 - f.) A violation of Section 9 B. 2 & 3 or 13 A. 21.
- C. If a Tenant is not entitled to use the grievance procedure or if a grievance hearing panel or officer upholds MPHA's decision to terminate the Lease, and if Tenant does not timely vacate the Unit after MPHA sends a notice of termination, MPHA will file an eviction action in district/housing court.
- D. Under 42 U.S.C. § 1437d(k) and 24 C.F.R. § 966.51, HUD has determined that a Minnesota court hearing provides the basic elements of due process as set out in 24 C.F.R. § 966.53(c).

19. NON-SMOKING BUILDINGS AND TENANT CERTIFICATION

- A. The property at Heritage Commons at Ponds Edge or other buildings designated smoke free are smoke free. The property means all indoor and outdoor areas including but not limited to all apartments, Common Areas, building grounds and parking lot.
- B. Smoke includes but is not limited to the use of cigarettes, cigars, pipe, tobacco, or incense products.
- C. Tenant certifies that no one in the Tenant Family smokes. Tenant also assures that all members in the Tenant Family will not smoke on the property.
- D. Tenant assures that Other Persons Under the Tenant Family's Control, Live-in Aide and Tenant Family's Guests will not smoke on the property.
- E. A violation of this Section is a serious violation of a Material term and is grounds for an immediate Lease termination.

20. CHANGES TO LEASE

Management shall give each affected Tenant a thirty (30) day written notice of any changes to the Lease except for changes in the Tenant’s Rent. The notice shall explain the proposed change, the reasons for the change and how the Tenant may give written comments for Management’s consideration before the change is put into effect. The form of this written notice will comply with applicable federal law and regulation. Management and Tenant shall sign all Lease changes.

21. RECEIPT OF LEASE AND OTHER DOCUMENTS BY TENANT

The Tenant has received a signed copy of this Lease and the Grievance Procedure, was given an opportunity to read the Statement of Policies and understands how these documents apply to the Tenant.

22. CONFLICTS IN DOCUMENTS

- A. If there is a conflict between the Lease and the Statement of Policies, the Lease shall control except where the Lease or Statement of Policies specifically states otherwise.
- B. If a court having jurisdiction determines that any provision in this Lease is invalid, void or unenforceable, such determination shall not affect the validity of the remaining portions of the Lease.
- C. If there is a conflict between any MPHA document in English and a translation into any other language the English version of the document will control.

23. CERTIFICATION

I certify that all information on my application to public housing is current, complete, updated and accurate. If I violate this Section, MPHA may terminate my Lease.

All Lease violations under any prior Lease with MPHA during my continued occupancy are incorporated as violations under this Lease and are not waived.

I have received a translated version of this lease: Yes _____ No _____

After Tenant and MPHA sign below, this Lease shall take effect on the date shown in Section 3, TERM OF LEASE.

| | |
|-------------|-----------------------------------|
| _____ | _____ |
| Tenant | Authorized Representative |
| _____ | _____ |
| Tenant | Print Name |
| Date: _____ | _____ |
| | Designated Representative |
| | _____ |
| | Statutory Power of Attorney |
| | _____ |
| | Court Order- Guardian/Conservator |

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

By: _____ Date: _____

English

This information is important, if you do not understand it, please call your MPHA representative, for free language assistance

Hmong

Yog koj tsi to taub txog cov nqi lust seem ceeb no, thov hu mus rau ntawm tsev luam qhov chaw ua hauj lwj MPHA peb yuav pab ntshais rau nej

Somali

Halkan waxaa ku qoran war ama akhbaar aad u muhim ah, haddii aad fahmi kari weydo, fadlan ula tag wakiilka hay'adda MPHA, si aad tarjumaad bilaash ah uga hesho.

Oromo

Beeksifni kun hedduu barbaachisaa dha. Yaadni isaa hoo isiniif hin galle ta'e, bakka bu'aa "MPHA" (Bulchiinsa Mana Mootummaa Magaalaa Minneapolis) akka afaan isiniif hiikamu gargaarsa tolaa gaafadhaa.

Amharic (Ethiopian)

ይህ መረጃ በጣም አስፈላጊ ነው። ምን እንደሚል የማይገባዎ ከሆነ፣ ከዚህ MPHA (የሚንያፖሊስ የመንግስት የመኖሪያ ቤቶች ባለስልጣን) ወኪል ጋር ተገናኝተው በንጹህ የሚሰጥ የቋንቋ[ማስተርጓሚ] እርዳታ እንዲሰጥዎ ይጠይቁ።

Laotian

ຖ້າຫາກວ່າທ່ານບໍ່ເຂົ້າໃຈໃນຂໍ້ຄວາມສໍາຄັນນີ້, ທ່ານຕ້ອງໄດ້ໄປຫາພັງ ຫ້ອງການເຮືອນຫລວງ MPHA ພວກເຮົາຈະຊ່ວຍອະທິບາຍໃຫ້ທ່ານ.

Spanish

Esta información es importante , si usted no lo entiende, por favor póngase en contacto con MPHA para asistencia lingüística gratuita.