



KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

PO Box 44
906 East Sevier Avenue
Kingsport, TN 37662-0044
Telephone (423) 245-0135 Fax (423) 392-2530
kingsporthousing.org

APARTMENT LEASE

The Kingsport Housing & Redevelopment Authority ("KHRA") agrees to lease to

("Resident(s)"), the apartment located at _____,
Kingsport, Tennessee, in the _____ public housing community.

All adult Resident(s), by signing this lease, state that they understand this lease and agree to follow and abide by its terms and conditions. The adult Resident(s) specifically agree to each of the following terms of this lease:

1. DESCRIPTION OF PARTIES:

The people who will live in my apartment are:

| <u>Names of Household Members</u> | <u>Relationship</u> |
|-----------------------------------|---------------------|
| _____ | HEAD OF HOUSEHOLD |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I understand that I have the right to exclusive use and occupancy of my apartment for myself and all members of my household. I also may provide accommodation for my guests for fifty-two (52) accumulative days or fifteen (15) consecutive days per year. I may have a foster child or a live-in aide residing with me if I obtain the prior consent of KHRA. I understand that KHRA has policies concerning residence of a foster child or a live-in aide and I agree to follow those policies and abide by them.

I also understand that my apartment is for use as a residence only, although I may engage in legal profit making activities in my apartment as long as the apartment remains my residence and is not used as a retail or commercial business. If I do engage in any legal profit making activities, I know that I must obtain prior permission from KHRA. I want to live in a safe neighborhood and



KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY SHALL NOT DISCRIMINATE BECAUSE OF RACE, COLOR, SEX, RELIGION, FAMILIAL STATUS, DISABILITY, HANDICAP OR NATIONAL ORIGIN IN THE LEASING, RENTAL OR OTHER DISPOSITION OF HOUSING.

want to do everything I can to help KHRA keep its homes and neighborhoods safe and free from criminal behavior or activity which may disrupt the peaceful enjoyment of my home or that of

my neighbors. I agree that if KHRA decides that an individual should not be allowed to enter or come onto KHRA property, I will not knowingly invite that individual into my home or onto the property. KHRA maintains a *Criminal Trespass List* and as a resident I agree to monitor any changes to the *Criminal Trespass List*. I agree that I will cooperate with KHRA in its efforts to maintain a safe, peaceful and crime-free environment for me and the other residents of KHRA property. If an individual on the *Criminal Trespass List* is located in my apartment KHRA will terminate my lease and evict me from my apartment.

2. PAYMENTS DUE UNDER THE LEASE

A. Amount and Due Date of Rent

My rent each month shall be \$_____. Rent is due on the first day of each month. My rent must be paid to KHRA by check, money order or a cashier's check.

If KHRA decides that my rent should be adjusted, it will mail or deliver a "Notice of Rent Adjustment" to me. The rent adjustment notice becomes a part of my lease when it is mailed or delivered to me. The rent adjustment notice will explain the amount of my new rent and when the new rent amount begins.

The initial term of my lease will be for twelve months. My lease will renew automatically for month to month terms unless my family has violated the rules of this lease.

B. Security Deposit

I agree to pay \$200.00 (two-hundred dollars) as a security deposit. This deposit is due when I sign this lease. KHRA will hold this deposit in a HUD approved account. When my lease is terminated, prior to turning in keys to my apartment I can request a walk-thru inspection of my apartment. At that time inspection staff will compile a list of damages. I shall then have the opportunity to determine the accuracy of the list. If I agree, I will sign the list. If I refuse to sign the list, I will state in writing the items on the list with which I disagree, and shall sign a statement of dissent. If damages remain disputed I understand I have the right to appeal.

My security deposit will be applied to any damage (not caused by normal wear and tear) to my apartment. It may also be applied to any rent owed, attorneys' fees, court or eviction costs, or unpaid service charges, in accordance with the terms of my lease. Any remaining portion of my security deposit will be refunded to me within sixty (60) days after I have vacated my apartment. KHRA will send notification to my last known address.

I agree to furnish KHRA with a forwarding address when I move. KHRA will send me a notice if I am entitled to a full or partial refund of my security deposit. KHRA will send an account close out statement along with any refund if applicable to the forwarding address I have provided.

I also agree that I am responsible for any additional amounts owed to KHRA after the amount of my security deposit has been depleted.

C. Late Payment of Rent

My rent is due the 1st day of each month. If I do not pay my rent by the 5th day of the month, it is late and I will be responsible for payment of a late charge equal \$25 or 10% of my balance due, whichever is less. I understand that KHRA will keep records of the number of times I pay my rent after the 5th day of the month. I further understand that KHRA will end my Lease (evict me) if I am late with my rent two (2) times in a six (6) month period.

D. I understand that not paying my rent is a breach of this Lease and that KHRA will evict me for failure to pay my rent.

E. Other Charges

I am responsible for damage to my apartment which is not caused by normal wear and tear. I understand that I will be obligated to pay for maintenance and repair according to the schedule of Charges to Residents which is posted in the main office and the site offices.

I am also responsible for excess utility charges above the Schedule of Utility Allowances which is attached to this lease. I understand that KHRA will charge me for excess utility consumption at the actual cost to KHRA of providing the utilities.

I also understand that any charges for late payment of rent, maintenance, utilities or for excess utilities are not due until fourteen (14) days after KHRA sends me written notice of the charges.

I also understand that if I violate the general maintenance obligations set forth in Section 5 below, and there is a material threat to the health and safety of other residents, I will be required to remedy the situation within fourteen (14) days after written notice by KHRA specifying the breach. If I fail to remedy the breach within that period of time, KHRA may enter my apartment and cause the work to be done, and submit an itemized bill to me for the cost of the repairs. I understand and agree that I will be responsible for any such charges.

I also understand that I am responsible for any attorney fees and court costs, and collection costs incurred by KHRA in enforcing this Lease.

_____ **I have read (or it has been read to me) and understand the provisions of my lease relating to rent and other charges. I understand that if I do not pay my rent, or if I do not pay my rent on time, KHRA will terminate my lease and evict me from my apartment.**

3. CHANGES IN HOUSEHOLD

A. I agree that I will notify KHRA in writing within **ten (10) days** if any of the following things happen:

1. Anyone in my household moves out;
2. Minors who is not listed on my lease moves into my apartment;
3. A child in my household turns eighteen (18);
4. A baby is born to someone in my household.

I must also report any changes in my household to KHRA each year when I am recertified as eligible to reside in a KHRA apartment.

_____ **I understand and agree that I must advise KHRA within ten (10) days, in writing, of any change of income in my household. I also understand that I will have to pay additional back rent if I do not tell KHRA about changes in my household income. If my household income goes down and I don't tell KHRA, I may be subject to paying more rent than I should.**

B. I understand that my lease will be terminated if KHRA determines at any time that I am ineligible for a KHRA apartment. Some of the reasons that I could be ineligible for continued occupancy of my apartment are:

1. Breach (breaking) of my lease by not doing what I have promised to do in my lease.
2. My family has too few or too many people for the size of my apartment. If this happens, I understand that KHRA will place me on a Transfer List to be transferred to an appropriately sized apartment.
3. If I do not qualify as a *"family."*

The term “*family*” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) An elderly family; a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.
 - (iii) A near-elderly family; a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62, or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.
 - (iv) A disabled family; a family whose head (including co-head), spouse or sole member is a person with a disability.
 - (v) A displaced family; A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 - (vi) The remaining member of a tenant family.

- C. If KHRA decides that I should transfer to a different apartment because my apartment is the wrong size for the number of people in my family, I agree to move, at my expense, within the time KHRA asks me to, after I am notified that another apartment is available. If moving is a hardship for me because of my job or the health of someone in my household, I may request a hearing under KHRA's grievance procedure to appeal the transfer.

4. **CHANGES IN RENT**

- A. If KHRA decides that my rent should be adjusted, it will mail or deliver a "Notice of Rent Adjustment" to me. The rent adjustment notice becomes a part of my lease when it is mailed or delivered to me. The rent adjustment notice will explain the amount of my new rent and when the new rent amount begins.
- B. The amount of my rent will stay the same until the next yearly review of my eligibility for a KHRA apartment, or until something happens to cause a special review of my rent or income. If any of the following things happen, my rent will be reviewed:

1. Each year KHRA will examine my eligibility for continued occupancy and will review my household income. KHRA will adjust my rent, up or down, based on my household income.
 2. Any increase or decrease in my household's income may result in the increase or decrease of my rent amount.
 3. Someone in my household receives income for the first time, or stops receiving income; or an income increase
 4. A person including a minor not listed as a member of my household is living in my apartment. (If this happens, KHRA also has to approve adding this person to my household.)
 5. A member of my household who is over eighteen (18) is no longer a full-time student;
 6. My rent amount was calculated for a temporary time period.
 7. A change in the law requires a review of my rent.
 8. I am on a "Minimum-Rent Status" minimum rent amount is fifty-dollars (\$50). KHRA will reexamine my household on a quarterly basis to examine my eligibility for continued occupancy.
 9. I request a rent review because my family income goes down or for another reason that would cause my rent payment to be lowered.
- C. I must give KHRA accurate information about the employment and the amount of income of each person in my household. If anyone in my household has income from a source other than employment, I must inform KHRA. KHRA will use this information to determine the amount of my rent. I agree to authorize KHRA to verify all sources and amounts of income of each member of my household.
- D. I realize that at least once a year KHRA must review my eligibility for a KHRA apartment, the size of apartment and amount of rent I am charged and must conduct an annual recertification.

I understand that I have the right to appeal any decision of KHRA about the amount of my rent and the size of my apartment. I have been provided a copy of KHRA's grievance procedure. I agree to follow the grievance procedure if I disagree with KHRA and want to appeal.

5. TENANT RESPONSIBILITIES

I know that I have the obligation under my lease to follow the rules and regulations of KHRA. I know that I must:

- A. Not assign or sublease my apartment.
- B. Not provide accommodations to boarders or lodgers. Visitors may stay for fifty-two (52) accumulative or fifteen (15) consecutive days per year.
- C. Notify KHRA if I am to be away from my unit for a period longer than seven (7) days.
- D. Use my apartment for my residence and for the residence of my household members and not for any other use.
- E. Comply with the building and housing codes that apply to health and safety.
- F. Keep my apartment and the area around my apartment in a clean and safe condition. I may not place any objects in my yard or change the structure of my apartment in any way without KHRA approval.
- G. Dispose of all trash and garbage from my apartment, porches, and yard in a sanitary and safe manner.
- H. Make reasonable use of the electrical, plumbing, sanitary, heating, ventilating and other appliances or systems provided by KHRA.
- I. Refrain from and prevent members of my household and guests from destroying, damaging or removing any part of my apartment or KHRA property.
- J. Pay reasonable charges (other than for normal wear and tear) for repair of damage to my apartment, or to KHRA property caused by me or by members of my household or my guests.
- K. Immediately notify KHRA management of any damage to my apartment that might be hazardous to the life, health or safety of myself or any members of my household.
- L. Any and all fires must be reported to emergency personnel (911).
- M. Follow all other rules and regulations of KHRA which have been furnished to me and which are posted in KHRA's office such as the pet policy, parking policy, criminal trespass policy, etc.

- N. Act, and require other persons on the premises with my consent, to act in a manner that will not disturb the neighbor's peaceful enjoyment of the premises. This includes repeated police visits, loud music, loud parties, and people congregating at my apartment or yard.
- O. KHRA requires that parents be responsible at all times for the behavior and supervision of their children. No child under the age of twelve may play in any playground or open space on KHRA property without adult supervision. All school aged children should be encouraged to participate in organized activities with the parents knowledge of their activities at all times. KHRA does not condone or sanction any activities which are not under the direct supervision of a responsible adult.
- P. KHRA requires payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pet(s). The pet fee of \$10 will be billed on a monthly basis, and payment will be due 14 calendar days after billing. Charges for the non-refundable pet fee are not part of rent payable by the resident.
- Q. Comply with KHRA's Integrated Pest Management procedures and Bed Bug Policy.

_____ **I have read the above listed tenant responsibilities of KHRA and I have been provided with a list of all the rules and regulations of KHRA. I understand that I must follow these rules and regulations and that these rules and regulations are part of my lease. I also understand that my lease can be terminated if I or a member of my household breaks the rules and regulations of KHRA.**

6. KHRA's RESPONSIBILITIES

KHRA has responsibilities to me. Unless it is prevented by circumstances beyond its control, KHRA must do the following things:

- A. Provide services and maintenance, and make necessary repairs to my apartment, equipment and appliances, upon proper notice being given to KHRA, or when observed by KHRA staff during inspections.
- B. Make reasonable efforts to comply with all state and local building and housing codes and HUD regulations that apply to public housing.
- C. Provide and maintain garbage containers.
- D. Supply running water and reasonable amounts of hot water, and supply reasonable amounts of heat during cold weather.

- E. Furnish utilities as provided in the Schedule of Utility Allowances which is attached to my lease. KHRA will furnish good safe working electricity.
- F. KHRA shall employ reasonable efforts to maintain the common areas.
- G. Send me notices when it is going to take an action that could affect me negatively. Examples of situations where KHRA has to send me a notice are:
 - 1. Change in my rent amount;
 - 2. Termination of my lease;
 - 3. Plan to transfer me to another apartment;
 - 4. Charges for maintenance and repair beyond normal wear and tear and
 - 5. Charges for excess utility use.

If I have a right to appeal an action taken by KHRA, I will receive a notice informing me of my right to request a hearing.

- H. Send me notice of any document or information it needs from me.
- I. Offer to move me to another apartment if my apartment becomes hazardous to the health or safety of my household and KHRA cannot make repairs within a reasonable time.

7. INSPECTIONS & MAINTENANCE

I know there may be times when it is necessary for employees of KHRA to enter my apartment. I agree to cooperate with KHRA employees when they need to come into my apartment to:

- A. Move in Inspection;
- B. Perform routine inspections or maintenance;
- C. Make improvements or repairs;
- D. Respond to an emergency;
- E. Annual or Interim Recertifications

Unless an emergency exists, KHRA will give me advance notification (usually at least forty-eight (48) hours) in writing that it needs to send someone into my apartment. If KHRA needs to come into my apartment to respond to my request for repair or maintenance, forty-eight (48) hours notice is not necessary. I understand that if KHRA believes an emergency exists which requires immediate entry into my apartment; I may not receive any advance notification.

If I or any adult members of my household are not in my apartment when KHRA enters it, unless emergency KHRA will leave a written statement in my apartment of the date, time and reason for entry. If no adult members are present maintenance staff will not enter.

8. ABANDONMENT

KHRA will consider my apartment abandoned if I have vacated without proper notice, and rent is past due. In such cases, KHRA shall change the locks, post 30 day notice at my apartment, and send notice to me by regular mail. Such notice will indicate that KHRA has reason to believe that I have abandoned the premises, and KHRA intends to reenter and take possession of the premises, unless I contact KHRA within thirty (30) days. I understand that if I do not contact KHRA during the thirty (30) day period, KHRA will consider my apartment abandoned and will end my lease. I agree that KHRA may then enter my apartment and dispose of my belongings

9. NOTICES

If KHRA is required to send me a notice, it will be in writing and will be delivered or mailed to me at _____. If I need to send KHRA a notice, I will put it in writing and deliver or mail it to KHRA's offices. KHRA will send all notices to the address indicated above unless I notify KHRA in writing.

When KHRA mails me a notice, it will record the notice as delivered on the second business day after it is mailed. Notices mailed or delivered to KHRA by me are recorded as received when they are date stamped in KHRA's office. Notices will be delivered to _____ Kingsport, TN 37660 or mailed to KHRA Po Box 44 Kingsport, TN 37662.

10. LEASE TERMINATION

A. Material Violation

1. Breaking one or more of the Tenant Responsibilities of KHRA;
2. Not paying my rent or other charges or repeated late payment of rent or not compiling with recertification in a timely manner;
3. Not reporting a change of income or employment in my household or not providing information required by my lease;
4. Giving KHRA incorrect information in my application or recertification for my apartment or in any other written statement;
5. A change in my household that makes me ineligible from admission for my apartment; and

6. Failure to cooperate with KHRA in its efforts to maintain a crime free, peaceful environment; (for example not cooperating with the Criminal Trespass Policy)

B. Violation of KHRA's **"Zero Tolerance"** policy which means:

It is the goal of KHRA to provide housing that is safe and free from criminal activity. KHRA has a "zero tolerance" policy regarding criminal activity involving any resident of KHRA or household member, or guest of a resident or household member. KHRA will evict any resident if it finds that the resident or a member of his household, or a guest engages in:

- a. **any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants;**
- b. **any drug-related criminal activity, either on or off KHRA property; or**
- c. **alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants.**
- d. **KHRA will evict and permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.**
- e. **KHRA will also deny admission to sex offenders who are subject to a lifetime registration requirement.**

I HAVE READ KHRA'S "ZERO TOLERANCE" POLICY (OR THE POLICY HAS BEEN READ TO ME). I WANT TO LIVE IN A HOUSING DEVELOPMENT THAT IS FREE FROM CRIMINAL ACTIVITY, ILLEGAL DRUG USE AND ALCOHOL ABUSE THAT INTERFERES WITH THE RIGHTS AND SAFETY OF OTHERS. I AGREE TO ABIDE BY KHRA'S "ZERO TOLERANCE" POLICY. I UNDERSTAND THAT IF MEMBERS OF MY HOUSEHOLD OR GUESTS VIOLATE THE "ZERO TOLERANCE" POLICY, MY LEASE MAY BE TERMINATED, AND I MAY BE EVICTED FROM MY APARTMENT.

C. Time Frames

If KHRA decides to terminate my lease for failure to pay my rent, or for repeatedly paying my rent late, it will give me written notice that my lease will terminate thirty (30) days after receipt of the notice. If I have still failed to pay rent after fourteen (14) days, my lease shall be terminated. If KHRA decides to

terminate my lease for any other reason, it will give me written notice of at least three (3) days and up to thirty (30) days, depending on the reason it is terminating my lease.

KHRA may terminate my lease within three (3) days of written notice, if I or any person on the premises with my consent commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other residents or persons on the premises.

The Notice of Lease Termination will explain why my lease is being terminated and will explain my rights to respond to KHRA and to examine any documents that KHRA has concerning the termination of my lease. KHRA will also explain whether I have any right to a grievance hearing.

I also understand that if I have the right to file a grievance, my lease will not be terminated until after the time for me to file the grievance has expired. If I request a grievance hearing within the time allowed five (5) working days, my lease will not be terminated until the grievance process has been completed.

If KHRA terminates my lease under its "Zero Tolerance" policy, it will notify the Post Office to stop delivering mail to my apartment.

I understand that I have the right to examine and request a copy of any documents (at KHRA's standard cost for copies) that relates to my eviction. If KHRA does not let me examine and make copies of documents available at standard cost, it may not evict me.

I can terminate my lease at any time by giving a minimum fourteen (14) days written notice to KHRA.

11. VIOLENCE AGAINST WOMEN

KHRA strives to meet the needs of adult and child victims of domestic violence, dating violence, sexual assault, and stalking. Violence against Women Act of 2005 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, or stalking. VAWA provides that "criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim" If KHRA determines that any resident has committed an act of domestic violence, dating violence, sexual assault, or stalking, they will be evicted under KHRA's Zero Tolerance Policy.

_____ **I understand that if I commit an act of domestic violence, dating violence, sexual assault, or stalking, my lease will be terminated.**

12. GRIEVANCE PROCEDURE

_____ I understand that KHRA has a grievance procedure to resolve disputes between me and KHRA. I have reviewed the grievance procedure and know that a copy of the procedure is available in KHRA's offices for my review at any time during regular business hours. I also understand that the grievance procedure is not available to me if I am being evicted for violation of KHRA's "Zero Tolerance" policy.

13. INSURANCE NOTICE

_____ I understand that KHRA (landlord) is not responsible for, and will not provide fire or casualty insurance for my personal property. This notice is in compliance with the requirements of the 1989 Amendment to Tennessee's Uniform Residential Landlord and Tenant Act (URLTA).

14. CHANGING THE LEASE

My lease cannot be changed unless the changes are in writing and signed by me and KHRA. Changes in my rent, utilities, or other charges, apartment size and eligibility, and changes in KHRA's rules and policies also have to be in writing but do not have to be signed. The documents that are attached to my lease are also a part of my lease. If KHRA changes my lease, it will give me thirty (30) days notice and allow me to present written comments to the proposed changes.

15. WAIVER

I understand that if KHRA does not enforce any part of my lease on one occasion, it still has the right to enforce any part of my entire lease at a later date.

16. RIGHTS OF PERSONS WITH DISABILITIES

KHRA will make every effort to provide reasonable accommodations to all persons with disabilities who live on KHRA's premises. This means that KHRA will take measures to provide a person with disability the opportunity to use and occupy his or her apartment like a person without a disability.

17. DISCRIMINATION POLICY

KHRA provides housing to individuals, and enforces its' rules and regulations, without regard to race, color, religion, or national origin. KHRA will take action with respect to incidents of harassment or violence based on race, color, religion, or national origin against its residents in a manner that violates any of the following sections of the Fair Housing Act:

1. Denying or otherwise making a dwelling unavailable to any person because of race, color, religion, or national origin;

2. Discriminating in the terms, conditions or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, or national origin; and
3. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right protected by the Fair Housing Act.

If a resident makes a report of discrimination based on race, color, religion, or national origin, KHRA will make a report to the Office of Fair Housing within two (2) business days. The resident's Case Manager will promptly conduct an investigation into the resident's complaint, and take action accordingly.

KHRA may terminate my lease if it determines that I have engaged in racial, ethnic, or religious harassment or violence that violates the Fair Housing Act against any other tenant or guest.

_____ **I understand that KHRA does not discriminate against residents on the basis of race, color, religion, or national origin. I also understand that KHRA will not tolerate racial, ethnic, or religious harassment or violence by me or by my guests. If I feel that I am being discriminated against, I agree to file a report with my Case Manager immediately.**

18. COMMUNITY SERVICE REQUIREMENT

In order to be eligible for continued occupancy with the KHRA, each non-exempt adult resident between the ages of 18 and 61 must either: (1) contribute eight hours per month of community service (volunteer work), or (2) participate in an economic self-sufficiency program. Residents are exempt if they are:

1. under age 18 or over age 61;
2. blind or disabled, as defined by the Social Security Act;
3. the caretaker of a blind or disabled family member;
4. engaged in a work activity; (minimum 20 hours a week)
5. otherwise exempt under the Social Security Act.

If I am a non-exempt resident, and I do not fulfill the community service requirement, my lease will not be renewed. However, KHRA will give me the opportunity to enter into an agreement, prior to the expiration of my lease, which provides that I will complete the requirement within the next twelve (12) months. If I do not accept the terms of the agreement, and do not fulfill my community service requirement, KHRA shall take action to terminate my lease.

The tenant must notify the case manager of a change from exempt to non-exempt. The community service verification documents must be turned in monthly.

_____ **I understand that all non-exempt residents of my household must complete the community service requirement. I also understand that if I fail to fulfill**

my community service obligations, and fail to enter into an agreement to comply and cure the violation, KHRA will take action to terminate my lease.

19. ENTERPRISE INCOME VERIFICATION

KHRA must verify all information that is used to establish each resident's eligibility and level of assistance, and must obtain each family's consent to collect the information. Applicants and residents must cooperate with the verification process as a condition of receiving assistance. KHRA must verify:

1. the legal identity and age of each family member;
2. the social security number of each family member age 6 or older;
3. the relationship of each family member to the head of household;
4. the student status of all students who are 18 years of age or older;
5. the disability of any family member;
6. the citizenship or eligible immigration status of each family member;
7. any preferences claimed by an applicant;
8. the income and assets of family members; and
9. any mandatory deductions, including dependent and elderly/disabled deductions, medical expense deductions, disability assistance expenses, and child care expenses.

KHRA will not pass on the cost of verification to the resident.

Each family must supply any information that KHRA or HUD determines is necessary, and must consent to KHRA verification of that information.

It is required that all adult applicants and residents sign an Authorization for Release of Information. Adult applicants and residents must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

If any family member who is required to sign a consent form fails to do so, KHRA will deny admission to applicants and terminate the lease of residents.

_____ **I understand that I must sign an Authorization for Release of Information, and supply any other information that KHRA determines is necessary to verify my eligibility and level of assistance. I also understand that if I fail to sign consent forms, or fail to cooperate with KHRA in verifying my eligibility and level of assistance, my lease will be terminated.**

20. DO I UNDERSTAND THIS LEASE?

I must not sign this lease until KHRA has gone over it with me, and I understand all of it. By signing this lease, I am saying that KHRA has reviewed this lease with me. I am also saying that I understand all of it. I understand that this lease is a contract between me and KHRA and that KHRA and I have legal rights under this lease.

I also understand that any person who knowingly makes a false statement, in writing, to get or maintain occupancy in public housing shall not be eligible for public housing and may lose their apartment (and may be guilty of a crime).

This lease is effective on:_____.

Resident:_____ Date:_____

Resident:_____ Date:_____

Resident:_____ Date:_____

Resident:_____ Date:_____

Kingsport Housing & Redevelopment Authority

By: _____

Title: Executive Director