

e To Transform and Empower Communities

### **PBV LEASE**

This agreement made this date \_\_\_\_\_, between the Kingsport Housing & Redevelopment Authority ("KHRA"), agent for Riverview Place agrees to lease to \_\_\_\_\_ ("Resident(s)"), the unit located at \_\_\_\_\_, Kingsport, Tennessee, in the \_\_\_\_\_ community.

# 1. TERM

The initial term of my lease will be for twelve (12) months beginning \_\_\_\_\_and ending \_\_\_\_\_. At the end of the initial term, this agreement will automatically continue as a month to month lease.

## 2. NUMBER OF OCCUPANTS

Resident agrees that the leased apartment shall	<u>Relationship</u>
be occupied by no more than persons	
consisting of adults and children as	
set forth below, with additional persons	
permitted only upon written consent of	
ManagementNames of Household Members	
-	HEAD OF HOUSEHOLD

## **3. PAYMENTS DUE UNDER THE LEASE**

## A. <u>Amount and Due Date of Rent</u>

My rent each month shall be \$\_\_\_\_\_. Rent is due on the first day of each month. My rent must be paid in full to KHRA as follows:

- a. By debit card, credit card, or electronic funds transfer through the web portal.
- b. By check, money order or a cashier's check at my site office, in the drop box located at my development, or mailed to 906 E. Sevier Ave., Kingsport, TN 37660.
- c. Cash will not be accepted.
- d. There shall be no partial payments of rent unless there is prior approval by KHRA or it had been previously agreed to by KHRA.

## B. <u>Security Deposit</u>

I agree to pay \$300.00 (three-hundred dollars) as a security deposit. This deposit is due when I sign this lease. KHRA will hold this deposit in a Bank of Tennessee or Regions bank account. When my lease is terminated, prior to turning in keys to my unit I can request a walk-thru inspection of my unit. 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 shall be applied to any damage (not caused by normal wear and tear) to my unit. 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. A notice of any remaining portion of my security deposit will be sent to me within sixty (60) days after I have vacated my unit. If I fail to claim any remaining portion of my security deposit within sixty (60) days of being notified the security deposit shall be forfeited and retained by KHRA. If-the remaining money remains unclaimed, then that money will be sent to the State of Tennessee as unclaimed funds.

I agree to furnish KHRA with a forwarding address when I move. KHRA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes KHRA with a forwarding address. KHRA will send me a notice if I am entitled to a full or partial refund of my security deposit and an account close out statement 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. I understand that KHRA can sue me for such an amount and garnish any wages or levy against my back accounts to collect those monies.

### C. Late Payment or Non-Payment of Rent

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

### D. <u>Other Charges</u>

I am responsible for damage to my unit 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 also understand that any charges for maintenance will be added to the next month's rent statement.

I also understand that if I violate the general maintenance obligations set forth in Section 6 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 unit 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, and these charges will be added to my next month's rent statement.

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

## 4. CHANGES IN HOUSEHOLD

A. Resident acknowledges that the apartment complex is operating under Section 42 of the Internal Revenue Code (LIHTC) and that the rental benefits are conditioned upon the gross income, family size and student status of each unit. A household may never be occupied in its entirety by full time students unless such students qualify for one of the student status exemptions set forth in IRS Code Section 42. These household characteristics are subject to change and, therefore, the Resident agrees to notify KHRA property mangers of any change in family size and student status.

Upon notice from HCV of the need to recertify, the Resident must within thirty (30) days provide HCV with the information and authority to verify income and family size. Should the Resident fail to provide the information as requested above or misrepresent information on the application or any other required form, this lease shall be considered breached and HCV may, at its sole discretion, terminate their assistance.

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

- 1. My family has too few or too many people for the size of my unit.
- 2. If I do not qualify as a family.

C. If KHRA (HCV) decides that I should transfer to a different unit because my unit is the wrong size for the number of people in my family, they will give me thirty (30)days notice to do so. I agree to move, at my expense, within the time KHRA has set, after I am notified that another unit 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.

## **5. CHANGES IN RENT**

A. If KHRA (HCV) determines that my rent should be adjusted, it will communicate a "Notice of Rent Adjustment" to me, in the manner selected by me to receive notices. The rent adjustment notice becomes a part of my lease when it is delivered to me, in the manner selected by me to receive notices. 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 unit, 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 (HCV) will examine my eligibility for continued occupancy and will review my household income. KHRA (HCV) 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 unit. (If this happens, KHRA (property managers) 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 (HCV) 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.
- 10. If my income requires that I pay contract rent for at least 180 days, I shall execute a new lease with KHRA. If my income changes downward while on contract rent, I can reapply for rental assistance.

C. I must give KHRA (HCV) 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 (HCV). KHRA (HCV) will use this information to determine the amount of my rent. I agree to authorize KHRA (HCV) to verify all sources and amounts of income of each member of my household.

D. I realize that at least once a year KHRA (HCV) must review my eligibility for a KHRA unit, the size of unit, the amount of rent I am charged and must conduct an annual recertification. As part of the annual recertification, KHRA may do a criminal background check.

E. I realize that at least once a year I must meet with my property manager for recertification under the tax credit program. As part of this annual recertification KHRA may do a criminal background check.

# 6. FAMILY RESPONSIBILITIES

I know that I have the obligation under my lease to follow all the posted and disclosed rules and regulations. I know that I must:

- A. I have the right to exclusive use and occupancy of my unit 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 (property managers). 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.
- B. My unit is for use as a residence only, although I may engage in legal profit making activities in my unit as long as the unit 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(property managers).
- C. Not assign or sublease my unit. Not provide accommodations to boarders or lodgers.
- D. Notify KHRA if I am to be away from my unit for a period longer than seven (7) days.
- E. Use my unit for my residence and for the residence of my household members and not for any other use.
- F. 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* which can be found on the KHRA website, from your site manager, or by going to the main KHRA office at 906 E. Sevier Street Kingsport, TN. 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 unit KHRA will terminate my lease and evict me from my unit.
- G. Comply with the building and housing codes that apply to health and safety.
- H. Dispose of all trash and garbage from my unit, porches, and yard in a sanitary and safe manner. Pay reasonable charges for any trash, debris, and/or litter on my porch or yard area that has to be removed by KHRA.
- I. Make reasonable use of the electrical, plumbing, sanitary, heating, ventilating and other appliances or systems provided by KHRA.

- J. Refrain from and prevent members of my household and guests from destroying, damaging or removing any part of my unit or KHRA property.
- K. Pay reasonable charges (other than for normal wear and tear) for repair of damage to my unit, or to KHRA property caused by me or by members of my household or my guests.
- L. Immediately notify KHRA management of any damage to my unit that might be hazardous to the life, health or safety of me or any members of my household.
- M. Any and all fires must be reported to emergency personnel (911).
- N. 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.
- O. KHRA requires that parents be responsible at all times for the behavior and supervision of their children.
- P. Garbage containers (rollout cans) if provided are to be stored on the back patios or designated enclosure. The container can only be taken to the curb for pick up after 5:00 pm the day before pick up and they must be removed from the curb before 10:00 pm the day of pick up. The resident will pay any reasonable charges for Garbage containers that have to be returned to the appropriate location by KHRA.
- Q. To timely report maintenance issues in writing by work order to the property managers. Failure to do so could result in additional charges or termination of your tenancy.

#### 7. 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 unit, 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 the Project Based Housing Choice Voucher Program.
- C. Provide and maintain garbage containers.
- D. Supply water and electricity.
- E. KHRA shall employ reasonable efforts to maintain the common areas.
- F. 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 by HCV;
  - 2. Termination of my assistance by HCV;
  - 3. Plan to transfer me to another unit by property managers;

4. Charges for maintenance and repair beyond normal wear and tear by property managers.

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 in the manner selected by me to receive notices.

- G. Send me notice, in the manner selected by me to receive notices, of any document or information KHRA needs from me.
- H. Property manager will offer to move me to another unit if my unit becomes hazardous to the health or safety of my household and KHRA cannot make repairs within a reasonable time.
- I. Consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), provided that, if KHRA chooses to bifurcate a lease; no assistance will be given for an individual who does not meet eligibility and 24 CFR 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status.

### 8. INSPECTIONS & MAINTENANCE

A. <u>Mandatory Inspections</u> Before I Move In

KHRA and I (or my representative) will inspect my unit at move in. KHRA will provide me with an "Inspection Form" describing the condition of the unit and appliances. I will read this statement and if I agree with it I will sign it and a copy will be kept in my folder in KHRA's offices.

1. When I Move Out

Within 30 days of termination of occupancy, KHRA will inspect my apartment and will compile a list of any damage to the apartment which is not caused by normal wear and tear and an estimate of charges. I have the right to inspect the apartment and to review the list of damages made by KHRA If I disagree with the list I have the right to give KHRA a list of the items that I disagree with, in writing. My security deposit will be applied to the cost of any repairs to my apartment.

#### B. Periodic Inspections

I know there may be times when it is necessary for employees of KHRA to enter my unit. I agree to cooperate with KHRA employees when they need to come into my unit 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 twenty-four (24) hours) in the manner selected by me to receive notices that it needs to send someone into my unit. If KHRA needs to come into my unit to respond to my request for repair or maintenance, twenty-four (24) hours notice is not necessary. I understand that if KHRA believes an emergency exists which requires immediate entry into my unit; I may not receive any advance notification.

If only minors are present, maintenance staff will not enter.

## 9. ABANDONMENT

KHRA will consider my unit abandoned if I have vacated without proper notice, and rent is past due, or I have been absent from the unit for thirty (30) days. In such cases, KHRA shall change the locks for safety reasons, post a thirty (30) day notice at my unit, and send notice to me in the manner selected by me to receive notices. 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 ffrom the date of the notice. I understand that if I do not contact KHRA during the thirty (30) day period, KHRA will consider my unit abandoned and will end my lease. I agree that KHRA may then enter my unit and dispose of my belongings.

# **10. NOTICES**

If KHRA is required to send me a notice, it will be in writing and will be delivered to me in the manner selected by me to receive notices on the portal or at . If I

need to send KHRA a notice, I will put it in writing and deliver or mail it to KHRA's office located at 906 E. Sevier Avenue Kingsport TN. KHRA will send all notices in the manner indicated above unless I notify KHRA in writing of a change.

When KHRA sends me a notice in the manner selected by me to receive notices, it will record the notice as delivered on the second business day after it is sent to me. Notices mailed or delivered to KHRA by me are recorded as received when they are date stamped in KHRA's office located at 906 E. Sevier Avenue Kingsport TN, your site office or the portal. It shall be the tenant's responsibility to obtain and keep a file stamped copy.

# **11. LEASE TERMINATION**

A. Material Violation

- 1. Breaking one or more of the Family Responsibilities of KHRA as set out in Paragraph 6;
- 2. Not paying my rent or other charges, repeated late payment of rent or not complying\_with recertification in a timely manner;
- 3. Not reporting a change of income or employment in my household to HCV or not providing information required by my lease to either HCV or property managers;
- 4. Giving KHRA incorrect information in my application or recertification for my unit or in any other written statement;
- 5. 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 is as follows:

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 housing admission to people 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.
- C. If KHRA determines that any resident has committed an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking they will be evicted under KHRA's Zero Tolerance Policy.
- D. Assistance to law enforcement: By the resident's signature below, the Resident gives consent for Management to provide law enforcement officers with access to the Resident's dwelling unit when the officers present a valid warrant to Management and request access.

# E. Time Frames

If KHRA decides to terminate my lease for failure to pay my rent, it will give me written notice by first class mail, in the manner selected by me to receive notices, and by posting it on my door that my lease will terminate thirty (30) days after receipt of the notice. If I have still failed to pay rent after thirty (30) days, my lease shall be terminated. In the case of nonpayment of rent, you will receive notification at least thirty (30) days before a formal judicial eviction is filed. 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 in the manner selected by me to receive notices.

KHRA may terminate my lease within three (3) days by written notice in the manner selected by me to receive notices, 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, except in an accelerated hearing. If I request a grievance hearing within ten (10) days of the notice of termination, my lease will not be terminated until the grievance process has been completed.

To request a Grievance Hearing, you must fill out the Grievance Hearing Request Form provided on the portal, <u>www.kingsporthousing.com</u>. The grievance hearing request can be oral but must then be reduced to writing. In the written request you must include the reasons for the Grievance Hearing Request that explains why and how you believe KHRA made a mistake and how you want the matter resolved.

You must present your grievance request in person or by 1<sup>st</sup> Class Mail to KHRA at its main office, 906 E. Sevier Ave, Kingsport, TN 37660, at the office of the property where the tenant lives or on the portal, www.kingsporthousing.com.

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

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. The Tenant can receive only copies of their individual EIV. The tenant is entitled to copies of all other information related to their tenancy.

I can terminate my lease at any time by giving a minimum thirty (30) days written notice to KHRA, delivered to KHRA's office located at 906 E. Sevier Avenue Kingsport TN, your site office, or the portal.

### **12. GRIEVANCE PROCEDURE/ HEARING OFFICER SELECTION**

If a grievance hearing is requested, KHRA will appoint a Hearing Officer. The Hearing Officer must be someone other than a person who made or approved the KHRA action under review or a subordinate of such person.

### **13. RULES AND REGULATIONS**

- **A. Buildings and Porches:** Residents shall not display any signs, exterior lights or markings on apartments. I may not place any objects in my yard or change the structure of my unit in any way without KHRA approval. Porches are not intended or permitted to be used for storage or garbage. Only lawn/patio furniture is permitted on porches. I must keep my unit and the area around my unit in a clean and safe condition.
- **B.** Lawns and Grass Area: No vehicles are permitted on the grass or sidewalk areas at anytime. Lawns and grass areas are NOT for egress and ingress purposes for any reason. There shall not be any alterations to the landscaping ONLY non-hanging potted plants are permitted.
- **C. Antennas and Satellite Dishes:** Radio aerial, television aerials, and satellite dishes are NOT permitted. They will be removed at the resident's expense.
- **D.** Parking: Resident agrees to abide by the parking regulations established by management.
- **E.** Storage: No goods or materials of any kind or description which are combustible or would increase fire risk shall not be taken or placed in storage areas. Storage in such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.
- **F. Recreation and Service Areas:** Residents agree to abide by rules and regulations established for use of recreational and service facilities by Management.
- G. Pools and Grills: Residents are not permitted to have pools or grills of any kind.
- **H. Locks:** Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the apartments without the written permission of Management.
- I. Walls: No screws or adhesive hangers except standard picture hooks, small nails, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of apartment.
- J. Shades and Blinds: Management shall provide blinds in each unit and they may not be changed by the resident. If blinds are found to be broken they will be replaced at the resident's expense.
- K. Water Beds: Residents are not permitted to have water beds.

- L. Guests: Residents shall be responsible and liable for the conduct of there guests at all times. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach by the Resident.
- **M. Firearms:** No firearms of any kind will be permitted outside the apartments at any time (this includes, but not limited to B-B guns, air rifles, etc.)
- **N. TVS:** Residents are not promitted to mount tvs on the wall without the written permission of Management.
- **O. All Other Rules and Regulations:** Management may hereafter, from time to time, adopt and promulgate for the operation and management, are hereby made a part of this lease and shall, during the term hereof, be in all instances observed and performed by Resident. Resident does hereby accept and agree to abide by and uphold the Rules and Regulations.

# **14. SMOKE-FREE HOUSING POLICY**

In accordance with HUD regulations, the Kingsport Housing & Redevelopment Authority (KHRA) has adopted these smoke-free policies. The policies are effective as of \_\_\_\_\_\_.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, learning centers, laundry centers, and similar structures.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

Violation of the smoke-free policy constitutes a violation of the terms of the lease. Consequences of lease violations will result in payment by the tenant to remediate the damage done to the dwelling.

### **15. PROPERTY LOSS**

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).

## **16. CHANGING THE LEASE AND UTILITIES**

My lease cannot be changed unless the changes are in writing and signed by me and KHRA property managers. Changes in my rent, utilities, or other charges, unit 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.

Resident shall exercise due diligence in conserving electricity and water. If the leased premises are not presently individually metered for electricity, or water and sewer, the parties hereto agree that the Lessor may at any time during the term hereof or otherwise, install individual meters for electricity, or water and sewer. The rent shall be adjusted in accordance with published utility allowances as established by the local housing authority and/or as reasonably determined by the Landlord, and the Resident shall thereafter assume the liability for the payment of the utility charges after 30 day notice of this change.

If the Tenant fails to pay their utility bills and the utility service is disconnected or lapses into Landlord's name, the Tenant is in material breach of this Agreement and Landlord may pursue Lease Termination.

#### **17. 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.

Resolution 2025-02

### **18. 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 unit like a person without a disability.

### **19. DISCRIMINATION POLICY**

KHRA provides housing to individuals, and enforces its rules and regulations, without regard to race, color, religion, sex, national origin, age or disability. KHRA will take action with respect to incidents of harassment or violence based on race, color, religion, sex, national origin, age or disability 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, sex, national origin, age or disability;
- 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, sex, national origin, age or disability; 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, sex, national origin, age or disability, KHRA will make a report to the Office of Fair Housing within two (2) business days. The resident's Property 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 behavior or violence that violates the Fair Housing Act against any other tenant or guest.

#### **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 shall not be eligible for housing assistance and may lose their unit (and may be guilty of a crime).

This lease will be effective	2
Resident:	Date:
Resident:	Date:
Resident:	Date:
Kingsport Housi By:	ing & Redevelopment Authority
EXEC	CUTIVE DIRECTOR