PROPOSED LEASE – FOR REVIEW AND COMMENT | DRAFT – NOT YET ADOPTED BY PBHA

Public comment period: October 29, 2026 – November 30, 2026, 4:30 p.m. Central Time. Not in effect until adopted.

POPLAR BLUFF HOUSING AUTHORITY

PO BOX 1009 POPLAR BLUFF, MISSOURI 63902-1009 PHONE 573-785-8265 www.pbhousing.org

Housing Authority of the City of Poplar Bluff

SMOKE FREE DWELLING LEASE

Resident No. _____ Unit No. _____ No. of Bedrooms: _____ Handicap___ Non-handicap___

A. DESCRIPTION OF PARTIES AND PREMISES: The Housing Authority of the City of Poplar Bluff, Missouri, (hereinafter called the PBHA) does hereby lease to_____ all of whom shall be referred to as "Resident" either singular or together and family consisting of:

First Name		Last Name	Date of Birth	Social Security #	Relation

Dwelling Unit located at _____

B. INITIAL PERIOD OF LEASE & RENEWAL:

The lease shall begin on _____ and end on the last calendar day of the previous month one year hence. The Lease shall be automatically renewable for a successive term of one (1) year unless the community service requirement is not fulfilled or, unless terminated sooner by PBHA or Resident as hereinafter provided.

Move-in orientations and move-out inspections must be scheduled with PBHA management and shall not take place after 3:00 PM on weekdays or Saturday or Sunday.

C. RENT AND ADDITIONAL CHARGES:

The rent for the initial period (prorated for partial month) of this Lease shall be **$ 0.00** if applicable, an amount of **$ 0.00** from the PBHA for utility reimbursement. The monthly rental thereafter shall be a calculated rent of **$ 0.00,** excess utilities (air conditioner, freezer and/or additional refrigerator) of **$00.00** or a flat/ceiling rent of **$000.00,** whichever the Resident elects, or at such an amount that may be established at the time of annual or interim review, which is in accordance with the Lease, and if applicable, an amount of **$ 0.00** from the PBHA for utility reimbursement.

D. RENT COLLECTION POLICY:

Rent is due on the first day of each month and is delinquent after the fifth (5th) day of the month. All payments received after 4:00 p.m. shall be dated the next workday, but for delinquency purposes they will have the actual payment date noted on the receipt. Maintenance charges and all other charges are due within thirty days following written notification of the charge (i.e., work order statement). Maintenance charges and other charges, not otherwise mentioned in this policy, appearing on rental accounts are due on the thirty-first day following written notification of the charge. All payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance. No amount shall be considered too small to issue a dispossessory warrant. Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case-by-case basis.

E. LATE PAYMENT: In the event the Resident shall fail to pay the rent provided herein within FIVE days after the First Day of the month, a late payment notice will be issued on the 6th day of the month. A $25.00 LATE CHARGE will be added on the 10th day of the month. If any payment tendered by the Resident is not honored for payment, for whatever reason, the PBHA will charge a $30.00, returned payment fee. Nevertheless, nothing contained in this Paragraph shall be interpreted to conflict with the provisions of the lease which permit the PBHA at its option, to terminate this Lease for non-payment of rent when the same becomes due.

F. RENTAL PAYMENTS AFTER THE DELINQUENCY DATE:

- The PBHA will assess a late charge to all Residents, except those Residents who have received a waiver, on the delinquency date.
- Payments tendered by Residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.
- No payments will be accepted after the expiration of the eviction notice unless the Resident has made a written request for late payment and delay of court action such requests have been determined and approved for only those reasons which are emergencies as determined by the PBHA management.

G. SECURITY DEPOSIT:

Resident agrees to pay a security deposit of **$ 0.00** This will be used at lease termination toward partial or total reimbursement for the cost of repairing any intentional or negligent damages as to the aforementioned dwelling unit, ordinary wear and tear excepted, and any unpaid rent or applicable charges owed to PBHA by the Resident. If such deductions are made, PBHA will provide Resident with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit. Payment of the security deposit due Resident will be refunded within thirty (30) days after Resident yields possession. The security deposit **shall not** be used to pay rent or other charges while Resident occupies the dwelling unit.

H. PET DEPOSIT:

Resident agrees to pay a deposit of **$ 100.00** to defray the cost of potential damage done by the pet to the unit or to communal areas of the community. The pet deposit shall not preclude charges to a Resident for repair of damages done on an ongoing basis by a pet. The Resident is responsible for all damage caused by the pet and will reimburse the Authority for all costs it incurs in repairing such damages. This deposit is refundable if no damage is identified at the move out inspection.

I. UTILITIES AND SPECIAL CHARGES

☐ **PBHA SUPPLIES UTILITIES**

Utilities consumed more than the authorized amounts provided in the Schedule of Utilities posted in the Management Office and available upon request, will be charged to the Resident's account as an additional required payment.

Resident shall be responsible for securing utilities not supplied by Management and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service. Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease.

Authority-Supplied Utilities: If indicated by an (X) for PBHA furnished on the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator in all units whether PBHA furnished or Resident paid utilities. Other major electrical appliances, air conditioners, freezers, and extra refrigerators, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge of $15.00 per item will be payable by Resident for the electricity used in the operation of such appliances.

Resident-paid Utilities: If Resident resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the authority will pay a Utility Reimbursement to Municipal Utilities for electric, water, and sewer.

The Authority may change the Allowance at any time during the term of the lease and shall give Resident 30 days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement. If the Resident's actual bill exceeds the Allowance for Utilities, the Resident shall be responsible for paying the actual bill to supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

Residents Responsibilities: Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Residents also agree to abide by any local ordinances or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat or to notify Management, unless for any cause beyond his/her control.

J. RESPONSIBILITIES OF PBHA:

1. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by PBHA.
2. Make necessary repairs to the premises.
3. Maintain buildings, facilities, and common areas, not otherwise assigned to the Resident and maintain these facilities, in a clean, safe, sanitary condition.
4. Provide and maintain appropriate receptacles and facilities, except those assigned to a specific Resident for the deposit of garbage, or rubbish removed from the premises by the Resident.
5. Maintain common areas: facilities and equipment; grounds, lawns, and shrubs.
6. Respond to calls by the Resident for applicable maintenances services.
7. PBHA will provide extermination services and inspection for pest on a monthly scheduled basis in the apartments of all the developments.

K. RESIDENT OBLIGATIONS AND PROHIBITED CONDUCT:

A default on the part of Resident shall exist and be grounds for eviction if Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease.

1. Failure to abide by necessary and reasonable regulations as required by HUD and or the Admissions and Continued Occupancy Policies (ACOP) for the benefit and well-being of the community and Residents, which shall be posted in the Management Office and incorporated by reference into the Lease.
2. Non-payment of legal obligations, including rent, maintenance charges, court case costs, lock-out fees, utility cost where applicable, return check charges and late fees. (a charge of $30.00 will be added for any payment returned by the bank for any reason and $25 for late rent).
3. Continuous arrearage in payment of rent and/or other legal obligations.
4. Malicious or willful destruction of property by Resident, their household members, and guests.
5. Intentional falsification of initial application and/or application for continued occupancy.
6. Resident shall not disturb or permit the disturbance of others by the use of musical instruments, unseemly noises, or any interference whatsoever.
7. Resident shall agree not to keep pets unless prior written approval is given by PBHA in accordance with PBHA's Pet Policy, which is posted in the Management Office. No visiting animals or pet sitting allowed. Feeding feral/stray animals on PBHA property is not allowed.
8. Failure to report to PBHA changes promptly and accurately in total family income and family size of persons residing in the assigned dwelling unit.
9. Any illegal conduct or actions detrimental to the community or Residents by Resident, his/her guest or household members.
10. Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Resident or his/her guests will be considered a serious violation of the terms and conditions of this lease.
11. Residents agree to immediately and personally report to the PBHA all unsafe conditions, which are known to, or observed by the Resident, either in common areas of the public housing premises, or in the dwelling unit or premises leased by the Resident.
12. Repeated violations of parking illegally or possession of "junk vehicles"
13. Failure to comply with all obligations imposed upon Resident by applicable building and housing codes materially affecting health and safety.
14. Failure to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
15. Sweepings, rubbish, sanitary items, or other foreign substances shall not be thrown into toilet bowls. Any damage resulting from a violation shall be charged to the Resident.
16. Residents and/or children or visiting children shall not be permitted to loiter in halls, driveways, or parking areas.
17. Failure to refrain from, or to cause Resident household members and guests from refraining from destroying, defacing, damaging, or removing any part of the premises or community.
18. Additional locks shall not be placed upon any doors or windows without the approval of the PBHA management.
19. Nails or pushpins may be used in hanging pictures. Tape is not permitted. Hanging of heavy objects such as mirrors should be discussed with the PBHA.
20. Swimming pools, trampolines, bounce houses, waterslides, or any other miscellaneous structures shall not be constructed on any of the PBHA property.
21. Residents shall neither place nor permit to be placed any signs, advertisements, or notices in or upon any part of the building or grounds except on the approval of the PBHA. The PBHA at the expense of the Resident may remove all others.
22. Nothing shall be placed or permitted upon the outside windowsills or windows, or thrown or suspended from windows, balconies, or railings of the building.

23. Trees, shrubs, flowers, or gardens shall not be planted on PBHA property without the written consent from the Management Office. Potted plants are permitted.
24. Fences shall not be constructed or placed on any of the PBHA property without the written consent from the Management Office.
25. No painting shall be done by Resident without the written consent from Management Office.
26. Resident, before leaving the unit, shall see that doors and windows are closed, thus avoiding possible damage. Any damage resulting from a violation shall be charged to Resident.
27. Residents who are subject to HUD's Community Service and Self-Sufficiency Requirement must comply with all applicable requirements of 24 CFR Part 960, Subpart F, including completing the required community service or self-sufficiency activities unless the Resident qualifies for an exemption.
28. The Resident, household members, and guests shall not engage in bullying, harassment, intimidation, threats, or other conduct that interferes with the peaceful enjoyment, safety, or well-being of other Residents, guests, PBHA employees, contractors, or other persons on PBHA property.
29. Residents shall not, without the PBHA's written consent, make any alteration in or remove any part of the leased premises, install any wallpaper, or contact paper, use any shades, awnings or window guards, hang, or permit anything to be hung out of any window, place any fixtures, signs, or attach any shelves, screen doors, or any other improvements in the premises. Any permanent improvements added to the premises shall immediately become a part of the building and the property of the PBHA. Resident agrees upon termination of the lease, to remove any such property at the option of the PBHA without damage to the premises. Resident further agrees not to install any dishwashers,, ventilating or window air conditioners in the leased premises without the prior written approval of the PBHA. No television or radio lead in, camera systems, ground connection wires, aerial, or antenna or satellite dish shall be placed on or attached to the leased premises, the building, or grounds of which the leased premises form a part, without the written consent of the PBHA.
30. The Resident, household members, and guests shall not use, possess, manufacture, sell, distribute, or engage in drug-related criminal activity involving marijuana or any other controlled substance in violation of federal law on PBHA property. Marijuana remains an illegal controlled substance under federal law for purposes of federally assisted housing, regardless of whether its use is permitted under state law or authorized for medical purposes. Drug paraphernalia is prohibited.
31. The Resident, household members, guests, and other persons under the Resident's control shall not smoke or use prohibited tobacco products, including cigarettes, cigars, pipes vapes, and hookahs, inside any dwelling unit, PBHA building, or indoor common area, or within twenty-five (25) feet of any public housing or PBHA administrative office building. Violation of this provision constitutes a violation of the Lease and PBHA Smoke-Free Policy.

L. PARKING

- Resident and members of the household, visitors and guests shall use the designated parking areas. Parking on any lawn area within the development site is not permitted, including motorcycles.
- Motorcycles or gas scooters may not be stored inside of Residential units or common areas.
- Residents and Resident's guest's motorized vehicles must be properly tagged and licensed and shall be in running condition with fully inflated tires.
- Resident agrees to call the Management Office for permission to perform any maintenance activities on Resident's vehicle on PBHA property.
- Resident agrees to pay towing charges for parked motorized vehicles and vehicles which are not in a running condition.

Resident shall keep the premises and such other area as may be assigned to him/her for his exclusive use in a clean and safe condition. This shall include the following maintenance of the premises at reasonable periods and seasons on grounds adjacent to the dwelling unit, where appropriate.

M. HOUSEKEEPING STANDARDS

Inside the Apartment

a. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
b. Floors: should be clean, clear, dry, and free of hazards.
c. Ceilings: should be clean and free of cobwebs.
d. Windows: should be clean and not nailed shut. Shades, curtains, or blinds should be intact. Blankets, sheets, aluminum foil, and similar items may not be used as window coverings.
e. Woodwork: should be clean, free from dust, gouges, or scratches.
f. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
g. Heating units: should be dusted and access uncluttered.
h. Trash: shall be disposed of properly and not left in the unit.
i. Entire unit should be free of rodent or insect infestation.

Kitchen

a. Stove: should be clean and free of food and grease.
b. Refrigerator: should be clean. Freezer door should close properly.

c. Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink shall be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
d. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
e. Food storage areas: should be neat and clean without spilled food.
f. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom

a. Toilet and tank: should be clean and odor free.
b. Tub and shower: should be clean and free of excessive mildew and mold.
c. Lavatory: should be clean.
d. Exhaust fans: should be free of dust.
e. Floor: should be clean and dry.

Storage Areas

a. Linen closet: should be neat and clean.
b. Other closets: should be neat and clean. Highly flammable materials may be stored in the unit.
c. Other storage areas: should be clean, neat, and free of hazards.

Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident.

a. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
b. Porches: (front and rear); should be clean, organized, and free of hazards. Any items stored on the porch shall not impede access to the unit.
c. Steps (front and rear): should be clean and free of hazards.
d. Sidewalks: should be clean and free of hazards.
e. Storm doors: should be clean with glass or screens intact.
f. Parking Lot: should be free of abandoned cars. There should be no car repairs in the lots.
g. Hallways: should be clean and free of hazards.
h. Stairwells: should be clean and uncluttered.
i. Laundry areas: should be clean and neat. Remove lint from dyers after use.
j. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

N. CRIMINAL ACTIVITY

For the purpose of this section, criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Residents or PBHA employees shall include but not be limited to the following

- Physical assault or the threat of physical assault to any person whatsoever
- Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon
- Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct

Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in

- Any criminal activity on or off PBHA premises, wherever located that threatens the health, safety or right of peaceful enjoyment of PBHA's premises by other Residents or PBHA employees.
- Any drug-related criminal activity on or off PBHA premises wherever located.
- Alcohol abuse that the PBHA determines interferes with the health, safety or right to peaceful enjoyment of the premises by other Resident.

Drug-related criminal activity means the following:

- Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, and opium, and further defined in the Controlled Substances Act (21 U.S.C. 802) unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

Compliance with this section is a material condition of this lease for continued occupancy of the premises by Resident, household members and guests and any breach of this section by Resident, household members or guests shall be cause for termination of this lease. If PBHA believes, in good faith, that a breach of this section has occurred, it may terminate tenancy without regard to the following:

- Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law.
- Whether or not Resident had knowledge, in fact, of criminal activity engaged in by a member of Resident's household or of any guest or visitor of Resident or of a member of Resident's household, unless Resident agrees in writing to remove such person's name from the lease and to refuse to allow such person on the premises.
- It shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other Residents or PBHA employees. Notwithstanding the foregoing, however, it shall be PBHA's duty, in any eviction proceeding, to prove that a breach of this covenant has occurred.
- Resident agrees not to allow any individual that has been banned, barred, or evicted from the PBHA's property to be on any property under Resident's responsibility.

- Resident and Resident's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, on Housing Authority property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of this lease.
- Resident and Resident's guest further agree not to use or threaten to use a knife, club, or any other weapon against any person on Housing Authority property. The use of or threat to use a knife, club, or another weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this lease.

O. ASSIGNMENT OR SUBLETTING:
Resident shall not allow anyone to share said premises, keep roomers or boarders, nor assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from PBHA. Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, or with the consent of management, care of foster children and live-in care of a member of the Resident's family.

P. DESTRUCTION OF PREMISES:
If assigned premises are rendered uninhabitable which was caused by Resident, Resident's household members, or guests, PBHA reserves the right to deny another dwelling unit within the PBHA network. Further, PBHA has the right to pursue monetary reimbursement from the Resident in the amount equal to cost disbursed by PBHA to restore the unit to habitable condition. If the dwelling unit is rendered uninhabitable by circumstances beyond Resident's control, PBHA shall offer Resident another dwelling unit, on a temporary basis, until the damaged unit is restored to habitable condition. In offering alternative temporary housing, Resident and PBHA shall decide on a dwelling unit that will not cause undue hardship to either party. PBHA reserves the right to deny or grant Resident re-occupancy of the unit originally assigned.

Q. DAMAGE AND REPAIR:
In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

1. Resident shall immediately notify PBHA of the damage.
2. PBHA shall repair the damage within a reasonable time. However, if the Resident, a household member, or a guest caused the damage, the Resident shall be charged the reasonable cost of repairs. Any charges assessed under this Section are due within thirty (30) days after notice is provided.
3. PBHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
4. The rent of Resident shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not able to be completed within one week or alternative accommodations are not provided, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident or Resident's household or guest.

R. VACATING PREMISES:
Resident shall notify PBHA thirty (30) days in advance of his/her intention to vacate the assigned dwelling and return the unit in as good a condition as when first accepted. Resident shall yield immediately possession and return to the Management Office all keys (entrance door keys, mailbox keys, etc.) upon termination of this Lease. PBHA shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing Resident provides PBHA with a forwarding address. PBHA reserves the right to pursue collection of any monies owed by Resident to PBHA upon move-out, through court action or by action mutually agreeable to both parties.

S. HOLDING OVER:
Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by Resident after the expiration of this lease without the express consent of the Management shall create a tenancy at sufferance and not a Resident at will. There shall be no renewal whatsoever of this lease by law.

T. ENTRY OF PREMISES DURING TENANCY:
Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of the management entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. Resident shall notify PBHA of any needed repairs in accordance with the established maintenance procedures of PBHA. Such notice(s) shall be deemed an authorization by Resident for PBHA to enter said premises, with a passkey, to make necessary repairs. If PBHA has reason to believe that an emergency exists, PBHA can enter at any time without advance notification or Resident's consent, providing a written statement specifying the date, time, and purpose of re-entry is left of the premises in a visible place prior to PBHA leaving the premises, if Resident and all adult members of the household are absent.

U. INSPECTIONS/CONDITION OF PREMISES:

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form. The move-in inspection is to be conducted by a PBHA representative in the presence of Resident. Resident agrees to keep all fixtures, equipment and appliances as provided in working order, to make no alteration, commit no waste, to repay PBHA the cost of repairs made to premises by PBHA at termination to lease, to restore unit to the same condition as when first occupied, reasonable wear and tear accepted.
In addition to all other inspections required or permitted by the Lease, PBHA in the presence of Resident, or his/her representative, shall be obligated to inspect the premises prior to initial occupancy by Resident. PBHA will furnish Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by both parties and a copy of the statement shall be retained by PBHA as part of Resident's permanent file. All dwelling units and the equipment provided by PBHA will be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. **Resident shall be given a two (2) day advance notice in writing, specifying purpose, and approximate date of the inspection.**
When Resident vacates, management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection unless Resident vacates without notice to management.

V.QUIET ENJOYMENT:
Resident having performed under the terms and regulations as set forth in this lease – paying the rents and accompanying charges, executing all covenants and promises – will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by PBHA or any of the PBHA's representatives or agents.

W. APPLICATION FOR CONTINUED OCCUPANCY:
Once each year, as requested by PBHA, the eligibility status and income of each Resident residing in the household shall be re-examined.
Application: Upon written notification from PBHA, PBHA shall require a written application for continued occupancy to be signed by head of household, spouse, and any person 18 years of age or older, attesting to the accuracy of the information provided by the Resident. Resident must promptly and accurately report to the Management Office, in person, any changes in the source of total family income or family status during the Interim period of each annual re-examination. Resident agrees to furnish, in adequate detail, all information and data necessary to enable PBHA to determine:

- Rent to be charged;
- Size of the dwelling unit required
- Retroactive rental charges if applicable
- A transfer to an appropriate size or type of dwelling unit upon appropriate notice by PBHA that a unit is available. The leased premises are for the exclusive use and occupancy of the Resident, the Resident's approved household members, and their guests and visitors as permitted by the Lease and PBHA policy. Foster children, live-in aides, and other persons who will reside in the unit must receive prior written approval from PBHA. PBHA will consider requests for reasonable accommodation in accordance with applicable fair housing requirements.

***Verification*:** PBHA shall verify all information on the application by methods necessary to assure PBHA that the information is complete and true at the time of re-examination;
***Certification*:** As part of application for continued occupancy, PBHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by PBHA that Resident(s) is eligible or ineligible for continued occupancy; and
Non-compliance: If Resident(s) fail to provide the information on the date and time prescribed in the aforementioned written notice from PBHA, to enable PBHA to determine eligibility and rental payments, PBHA shall serve a thirty (30) day notice to vacate the premises because Resident has failed to provide information or reschedule a re-examination date. PBHA reserves the right to initiate eviction proceedings against Resident. Determination will be made of monthly rental to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission Policy posted in the Management Office.

Rent as fixed in Section C hereof adjusted pursuant to the above will remain in effect until:
Source of income changes;

1. Family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person(s) who, with the consent of PBHA, is added to the Lease as a member of the household.
2. Resident changes in public assistance, employment or other sources of income must be reported within ten (10) business days.
3. If it is found that Resident has misrepresented to PBHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, PBHA can either terminate the Lease immediately and bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.
4. Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this date to make installment payments. Normally retroactive rent installment payments must

be computed not to exceed a three (3) month pay plan. If the amounts are large and the Resident will not be able to pay off the retroactive rent change within the three (3) months a repayment schedule may be established allowing a longer period, provided the Resident agrees to pay the principal.

In the event of any rent adjustments pursuant to the above, PBHA will mail or deliver a notice of Rent Adjustment to the Resident in accordance with:

1. Rent adjustment, which is a result of an annual re-examination, will become effective on a predetermined date
2. Rent adjustments as a result of an interim interview
3. Rent decreases will become effective the first day of the month after the re-examination was completed.
4. Rent increases will become effective after a 30-day notice is given to the Resident.

NET FAMILY INCOME	NO. OF PEOPLE	MONTHLY RENT	DATE EFFECTIVE	APPROVED RESIDENT	APPROVED EXECUTIVE DIRECTOR

If PBHA determines the size of the assigned dwelling unit is no longer adequate for the Resident's needs, PBHA may amend the Lease by notifying Resident that he may be required to move to another unit, giving the Resident reasonable time to move. Moving time shall be mutually agreed upon by Resident and PBHA. If Resident does not agree with the determination, Resident shall have the right to request a hearing.

***Handicap Unit*:** The term "Handicap Unit" is a unit designated with special features for a physical handicap, and the term "qualified handicap" person would be an applicant/Resident who has a handicap requiring the need of special design features offered in the designated handicap unit.

Any applicant moving into or a Resident residing in a unit designated as a handicap unit and does not meet the requirements of a "qualified handicap" person, agree to transfer to another unit should a "qualified handicap" individual apply for occupancy. Resident will be required to move to another unit, on or before thirty (30) days from the notice of which to move.

X. ABANDONMENT OF DWELLING UNIT AND PROPERTY:

In the event Resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of Management, be considered abandoned. In such event, Management shall have the right, provided ten (10) days written notice is sent certified mail to the Resident's last known address and posted on the unit door, to store for 30 days and then otherwise dispose of any property not claimed by the Resident following or pursuant to such abandonment. Management shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this lease. Any property left on or about the dwelling unit shall be considered abandoned.

Y. TERMINATION OF LEASE:

The PBHA shall terminate this lease for serious or repeated violations of the material terms of this lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the Resident obligations set forth in Section K, drug-related and other criminal activities or alcohol abuse, or other good cause:

In the event that PBHA terminates this lease, Resident shall be given a Notice of Termination as set forth below:

1. Three (3) days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. The PBHA has a "one strike" or "zero tolerance" policy with respect to violations of lease terms regarding drug-related and other criminal activities.
2. Thirty (30) days in all other cases, including failure to pay rent.
3. In deciding to evict for criminal activity, PBHA shall have discretion to consider all of the circumstances of the case, including seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, PBHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit. PBHA may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

Z. LEGAL NOTICES:

Any notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any adult member of the household or by certified mail, return receipt requested, or by leaving it at the premises from which Resident is sought to be evicted. Notice to PBHA from Resident must be in writing and delivered to the Management

Office in person or by first class mail. If Resident is visually impaired, any legal notices will be delivered in an accessible format.

A. ACCOMMODATION OF PERSONS WITH DISABILITIES:

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

PBHA shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy.

BB. CHANGES TO LEASE:
This Lease, along with any future adjustments of rent, reassignment of dwelling unit(s) is evidence that PBHA and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to dwelling units and premises.

CC. ALTERNATIVE HOUSING ACCOMMODATIONS
Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. If Resident resides out of the dwelling unit for more than sixty (60) days Management will assume the dwelling unit to be abandoned and take possession.

DD. GRIEVANCE PROCEDURE:
All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the PBHA Grievance Procedure which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office. An action initiated by PBHA for eviction of Resident is not subject to its Grievance Procedure. In case of eviction, affected Residents are afforded all the elements of due process by the Missouri State law and may seek redress in the State of Missouri Courts.

EE. VIOLENCE AGAINST WOMEN ACT (VAWA)
PBHA complies with the Violence Against Women Act (VAWA) and applicable HUD regulations at 24 CFR Part 5, Subpart L. A tenant will not be denied housing, evicted, or have assistance terminated because the tenant or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, when otherwise, eligible for housing. Incidents of such violence will not be considered serious or repeated lease violations by the victim. Eligible tenants may request VAWA protections, including an emergency transfer or lease bifurcation, in accordance with PBHA policy and HUD requirements. Information provided under VAWA will be maintained as confidential as required by law.

FF. COURT COST AND ATTORNEY FEE:
If it becomes necessary for PBHA to employ an attorney and bring court proceedings against Resident to collect any rent and other charges agreed to be paid, or to enforce the provision of this lease, or to evict Resident from the premises, and if judgement is entered against the Resident in favor of PBHA in such proceedings, Resident shall be obligated to pay all court cost and reasonable attorney's fee. If judgement is entered against PBHA in favor of Resident in such proceedings, PBHA shall be obligated to pay all court cost and reasonable attorney's fee.

GG. WEATHER AND ADVERSE CONDITIONS – RESPONSIBILITIES OF PBHA AND RESIDENT:
Resident agrees to take reasonable precautions and to exercise ordinary care to avoid injury to person and property, and to take extra precautions and exercise a high degree of care in the event of dangerous conditions on the premises, grounds and common areas of the public housing premises caused by an accumulation of snow, ice, or other hazardous conditions ofwhich PBHA has no notice or opportunity to alleviate. PBHA agrees to use existing means available to it for removal or mitigation of the accumulation of snow and ice when PBHA has actual notice of such condition and a reasonable time to act; however, PBHA shall not be liable to Resident, or to the guests or visitors of Resident, for damages or loss from dangerous conditions Resulting from snow, ice or other temporary or natural conditions on the premises, grounds, or common areas of the public Housing premises unless the condition is affirmatively caused by the negligent act of the PBHA. Resident agrees to use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.

HH. FIRE SAFETY: CANDLES AND INCENSE
To reduce fire risk and protect residents, staff, and property, lighting or burning candles, incense sticks, incense cones, or other incense products is prohibited inside the dwelling unit and in indoor common areas. This prohibition applies even when these items are attended or placed in holders or containers. The Tenant shall ensure that household members, guests, and other persons under the Tenant's control comply with this requirement. Battery-operated flameless candles are permitted.

RESIDENT SHALL NOTIFY PBHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT AND OF KNOWN UNSAFE

OR UNSANITARY CONDITIONS IN THE DWELLING UNIT OR IN COMMON AREAS AND GROUNDS OF THE PUBLIC HOUSING PREMISES. Resident's failure to report the need for repairs or other action in a timely manner shall be considered to contribute to any damage that occurs.

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the PBHA Management Office and I fully understand its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this ____ Day of __, _____ Poplar Bluff, State of Missouri.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE HOUSING AUTHORITY OF THE CITY OF POPLAR BLUFF WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER THE MISSOURI LAW AND MAY BE PUNISHABLE WITH FINE UP TO $1,000.00 AND/OR A PRISON TERM UP TO ONE YEAR and under federal law may be punishable with fine up to $10,000.00 and/or imprisoned for up to 5 years; and/or prohibited from receiving future assistance.

HOUSING AUTHORITY OF THE CITY OF POPLAR BLUFF

Resident _____

Resident _____

Resident _____

Resident _____

BY: _____ Housing Representative_____
Rebeca Pacheco
Executive Director/CEO
Poplar Bluff Housing Authority