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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2013

Agenda Item No. 8(K)(3)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Request for Approval of Public Housing and Community Development's Conventional Public Housing Dwelling Lease and Low-Income Housing Tax Credit Lease Addendum

Resolution No. R-357-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached documents related to Public Housing and Community Development (Department):

1. Conventional Public Housing Dwelling Lease (Lease); and
2. Low-Income Housing Tax Credit (Housing Tax Credits) Lease Addendum (Addendum).

It is also requested that the Board authorize the Department Director, on behalf of Miami-Dade County, to modify and execute the Lease and, if applicable, the Addendum with Public Housing residents on behalf of Miami-Dade County and as required by regulatory, statutory, court related or internal policy changes.

Scope

The Lease and Addendum includes the terms for occupancy for the federally-subsidized Public Housing Program countywide and the Housing Tax Credit units for the Miami-Dade County area jurisdiction.

Fiscal Impact/Funding Source

This resolution does not create a fiscal impact to the County.

Track Record/Monitor

Gregg Fortner, Department Director, is responsible for administering the County's federally-subsidized Public Housing Program.

Background

The purpose of the Lease is to establish a rental agreement for occupancy of a dwelling unit within the Public Housing Program between the tenant and Miami-Dade County through the Department. There are over 9,000 public housing units and each household will require an executed Lease. Historically, the Department's site managers are responsible for the day-to-day operations of public housing developments and executed Lease agreements. As a matter of expediency, the Department Director or designee will execute dwelling lease agreements.

The Board approved revisions to the Department's Public Housing Dwelling Lease on January 21, 2010 through Resolution No. R-27-10. The major proposed changes to the Lease are as follows:

Article VII – Interim Re-certifications and Rent Adjustments

- Increases in resident rent, resulting from increases in income, will become effective at the next annual re-examination, rather than between annual re-examinations. A minimum dollar amount for reporting income increases is no longer applicable.

Addendum No. 1

- As a result of public housing developments converting to the Low-Income Housing Tax Credit (Housing Tax Credits) program (including but not limited to Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti, and Jack Orr), the Addendum was created with resulting guidance and policies that would govern this program.

The proposed Lease and Addendum were made available for public review and comments during the 30-day comment period, January 14, 2013 through February 12, 2013. The draft documents, Lease (Attachment 1) and Addendum (Attachment 2) were distributed to the Department's administrative and site offices and notices were distributed to residents of the affected developments (Attachment 3). The proposed draft documents were also posted on the Department's website.

Written comments received during the comment period were reviewed and taken into consideration in preparing the final documents (Attachment 4).

Attachments

Russell Benford, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(K)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(K)(3)
5-7-13

RESOLUTION NO. R-357-13

RESOLUTION APPROVING PUBLIC HOUSING AND COMMUNITY DEVELOPMENT'S CONVENTIONAL PUBLIC HOUSING DWELLING LEASE AND LOW-INCOME HOUSING TAX CREDIT LEASE ADDENDUM; AND AUTHORIZING THE DEPARTMENT DIRECTOR TO MODIFY AND EXECUTE THE LEASE AND, IF APPLICABLE, LEASE ADDENDUM WITH PUBLIC HOUSING RESIDENTS ON BEHALF OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and attachments, a copy of which is incorporated herein by reference; and

WHEREAS, the Public Housing and Community Development (Department) is responsible for providing safe, decent and sanitary affordable housing opportunities to the income groups defined by the United States Department of Housing and Urban Development as extremely low, low, and very-low income residents living in public and Section 8 housing,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Department's Conventional Public Housing Dwelling Lease (Lease) and Low-Income Housing Tax Credit (Housing Tax Credits) Lease Addendum; and authorizes the Department Director to modify and execute on behalf of Miami-Dade County the Lease and, if applicable, Housing Tax Credits Lease Addendum with Public Housing, in substantially the form attached hereto as Exhibits 1 and 2, with public housing residents.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
CONVENTIONAL PUBLIC HOUSING DWELLING LEASE

Effective ___ / __ / 2013

Client #: _____

ARTICLE I
Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is made this ____day of _____, in the year _____ between Miami-Dade County (the County), a political subdivision of the State of Florida (called the "Landlord") and _____ (called the "Resident").

1. **Description of the premises**

   (a) Address of unit: The Landlord hereby leases to the Resident a dwelling unit located at _____, _____ (unit), _____ (city), Florida _____ (zip code).

   (b) Such dwelling unit consists of ____bedroom (s) and ___bathroom (s).

   (c) The Landlord, using data provided by the Resident about his/her income, family composition, and housing needs, leases to Resident, the property (called "premises" or "dwelling unit") subject to the terms and conditions set forth in this Lease.

   (d) The premises must be used only as a private residence except as outlined in Article IX.2 for the Resident and the authorized household members named in Article III.1. (a) and (b) of this Lease.

2. **Period of the lease**

   (a) Initial term: The initial term of this Lease shall not exceed twelve months and shall cover the period beginning ____day of _____, in the year _____ and ending at midnight ____day of _____, in the year _____.

   (b) Renewal: Unless otherwise modified or terminated in accordance with Article XV, or unless Landlord advises the resident that this Lease shall not be renewed, this Lease shall automatically be renewed for successive terms of twelve calendar months.

3. **Rental charges**

   (a) Monthly rental charge for the dwelling unit identified in Article I.1.(a) above is $_____. The monthly rent is subject to change and is computed in compliance with applicable law and USHUD regulations. When the amount of monthly rent changes, the Landlord shall give the Resident written notice of the new amount and the date from which the new amount is applicable. Said notice shall become a part of this Lease.

   (b) The Resident agrees to pay a prorated portion of the monthly rental for the first month's rent due on the day that this Lease becomes effective. (The proration is computed as follows: Monthly rental charge in Article 1. 3 (a) above $_____ divided by number of days in the month _____ times number of days in the month unit will be occupied _____, = prorated rent $ _____).

(c) The monthly rental charge stated in Article I.3 (a) above shall remain in effect until adjusted by the Landlord in accordance with Articles VI and VII of this Lease.

4. **Community Policies**

(a) Landlord developments have adopted Community Policies that govern various aspects of residency at each site. These regulations may be modified from time to time and shall be posted in each site's management office. The Community Policies are considered part of this Lease and are binding upon the Resident as if incorporated herein. Any serious or repeated violation of the Community Policies shall be considered a violation of this Lease and may be grounds for eviction.

5. **Definitions**

(a) **Resident**: The adult person who has been identified as head of household, has executed the Lease with Landlord, and resides in the unit.

(b) **Family composition:** The person(s) whose status determines the computation of monthly rent.

(c) **Household member:** All person(s) authorized to reside in the unit including foster children/adults and live-in aides. This Lease does not confer any rights to the unit by foster children/adults and live-in aides.

(d) **Guest**: Any person who is on the premises or the site with the Resident or household member's consent, or a person under the Resident's control who comes onto any site.

(e) **Live-in Aide**: A person who resides with an elderly, disabled or handicapped person and who:

(i) Is determined to be essential to the care and well-being of the person;

(ii) Is not obligated for the support of the person; and

(iii) Would not be living in the unit except to provide the necessary supportive services to the person.

(f) **Site:** Landlord's property that is comprised of one or more developments that may be contiguous or scattered.

(g) **Development:** Landlord's multifamily or single family properties developed and subsidized by federal funds.

(h) **Criminal activity:** Any illegal activity whether on or off the premises. For the purposes of this Lease, drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use a controlled substance; and violent criminal activity shall include any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, nontrivial bodily injury or property damage.

(i) **Warning:** Any written notification to the Resident or adult household member by any Landlord's employee or law enforcement officer, acting in their official capacity, regarding criminal activity, including the abuse of drugs and/or alcohol, by household members or guests.

ARTICLE II
Rent Payments

1. (a) Due Date: Rent is due and payable on the first day of each month and shall be considered delinquent after the 10th day of the month. If the 10th day of the month falls on a Saturday, Sunday or legal holiday, rent shall be considered timely paid on the business day following that Saturday, Sunday or legal holiday, but delinquent thereafter. If payment is not received on time, a late charge will be automatically accessed to the resident's account as stated in Article V (4)-Late Charges.

   (b) Rent Payment: Rent shall be paid through any of the following options: 1) check, money order, or cashier's check mailed by the resident directly to the Landlord's lockbox together with payment stub from resident's monthly rent statement, 2) authorized direct debit from resident's checking or savings account, 3) paid online with major credit card. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.

   (c) Return Check Charge: Any time a check, direct debit, or other form of payment is not honored, the Landlord may collect a fee specified in the Community Policies. Failure to pay such fees is grounds for eviction. If a personal check is returned unpaid twice within a twelve-month period, only money orders or cashier's checks will be accepted during the subsequent 12 month period.

ARTICLE III
Authorized Members of the Household

1. Authorized occupants are the individuals who make up the family composition and other household members listed below. Each household member 18 years of age or older shall sign the lease to acknowledge his/her acceptance of all terms.

   (a) Family composition (*list head of household first, spouse or co-head second, , then other family members, oldest to youngest*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP

(b)Household members who are not part of the family composition *(for example, the live-in aide)*

NAME	DATE OF BIRTH	SOCIAL SECURITY #	RELATIONSHIP

(c) Additions: Any addition to the individuals permitted to reside in the premises, other than natural births, requires advance written approval from the landlord. Such approval may be granted at the discretion of the Landlord and only if the unit size is appropriate, and the new adult family member passes the landlord's screening criteria including, but not limited to, a criminal history check. Resident agrees to wait for the Landlord's written approval before allowing additional person/s to move into the premises. This provision applies equally to all persons, including spouses, children under foster care or temporary custody, foster adults, and live-in aides.

(d) Removals: Removals for any reason of any of the household members named above on the Lease shall be reported in writing by the Resident to the Landlord within ten (10) days of occurrence.

2. In addition to the head of household and/or spouse, each member of the household 18 years or older shall sign the Lease to acknowledge his/her acceptance of all terms. Members of the household upon attaining age 18 years after initial lease execution shall sign a new lease with all other adult members of the household at the next annual re-certification.

3. This Lease will not be revised to permit a change of family composition resulting from a request to allow adult relatives to move into a unit except under extraordinary circumstances as determined by the Landlord.

4. Failure of the Resident to comply with the above provisions, or to provide complete and accurate information regarding household members, is a ground for eviction.

5. As listed in Article III, Authorized Members of the Household cannot participate in any other subsidized housing program provided by Federal, State or local housing assistance program. Multiple residencies and/or multiple rent subsidies are grounds for eviction.

ARTICLE IV

Security Deposit

1. Amount: Resident agrees to pay a security deposit, as security for performance of the rental agreement, in an amount equal to the greater of $100.00 or one month's gross rent. An additional pet deposit of $100.00 is required if Resident has a pet. A pet deposit shall not be required in the event the resident requires an assistive animal, as defined in the Assistive Animal Policy section of the Community Policies.

2. Disposition: At Lease termination, the Landlord may choose to impose a claim on the security deposit for:

   (a) Unpaid rent;

   (b) The cost of repairing damage to the unit beyond normal wear and tear;

   (c) Applicable court costs and attorney fees related to any termination or other proceeding provided Landlord prevails in the Court action; and

   (d) Other charges due from the Resident to Landlord.

   Upon vacating of the premises for termination of the Lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit.

3. Notification: Resident agrees to give thirty (30) days written notice of intent to vacate delivered personally or by certified mail to the landlord. If the Landlord intends to impose a claim on the deposit, a written notice of intent to impose a claim on the Resident's security deposit, including the reason for imposing the claim, will be sent by certified mail to the Resident's last known mailing address within thirty (30) days after the Resident has moved out. Failure by the Resident to give the required 30 days notice of intent to vacate will relieve the landlord of the 30 days notice requirement but shall not waive any right the Resident may have to the security deposit or any part of it.

ARTICLE V

Other Charges and Conditions

In addition to the payment of monthly rent, the Resident is responsible for the payment of other charges as specified in the Lease and Community Policies posted in each site management office. Other charges include: (1) any Landlord excess utility surcharges, (2) maintenance costs, (3) violation fines, (4) delinquent rent late charge, and (5) other amounts owed to Landlord. The Landlord shall provide written notice of the amount of any charge in addition to monthly rent, and that the charges are due and collectible two (2) weeks after written notice of the charges. Each written notice of charges in addition to rent must include a statement that if the Resident disagrees with the charge, he/she may use the grievance procedure to dispute the charge. Failure to timely request a grievance waives any objection on the part of the Resident to any charge.

1. **Utilities:** The Resident agrees to comply with all applicable rules and regulations issued by any Federal, State or local governmental authority regarding the regulation and conservation of utilities or fuels and not to waste or otherwise misuse the utilities provided by the Landlord.

   (a) Landlord-Supplied Utilities, Services and Equipment: If indicated by an "X" in column (1) below, the indicated utility, service and equipment is supplied by Landlord and is included in the resident's rent. At developments where utilities are provided by Landlord, a charge may be assessed for excess utility consumption due to the operation of air conditioning units or major Resident-supplied appliances. The schedule of any such excess utility surcharges shall be posted by the Landlord in site management offices.

   (b) Resident-Paid Utilities, Services and Equipment: If indicated by an "X" in column (2) below, an allowance for utilities appropriate for the size and type of dwelling unit shall be established for utilities paid by the Resident directly to the utility suppliers. By initialing next to the marked items below, the resident agrees to supply or pay the marked services and equipment. Air conditioning systems installed with individual check meters are not included in the utility allowance pursuant to federal regulations. If the utilities allowance results in a net rent credit to the Resident, the Landlord may pay the utility

reimbursement jointly to the Resident and the utility supplier, or directly to the utility supplier, if the Resident and the utility supplier consent. The Landlord may change the utilities allowance at any time during the term of the lease. Unless otherwise allowed by federal regulations, the Landlord shall give the Resident 60-day written notice of the annual revised Utility Allowance. If the resident fails to request a grievance hearing pursuant to the grievance procedures the Resident waives any objection he/she may have to the utility allowance or utility surcharge.

(c) The Resident must pay for the utilities/services in column (2). Payments should be made directly to the appropriate utility company where applicable.

(d) The utility accounts must be under the name of the Head of Household, Spouse or co-head.

Column (1)		**Column (2)**
Put "X" by any applicable Utility, Service and Equipment		
Landlord Supplied Utilities/Services		**Resident Paid Utilities/Services**
	Type of Utility	
_____	Electricity	_____
_____	Air Conditioning	_____
_____	Gas	_____
_____	Water and Sewer	_____
_____	Garbage	_____
_____	Other (Specify)	_____

Landlord Supplied Equipment		**Resident Supplied Equipment**
	Type of Equipment	
_____	Cooking Range	_____
_____	Refrigerator	_____
_____	Space heater	_____
_____	Reversible A/C unit	_____
_____	Washer	_____
_____	Dryer	_____
_____	Other (Specify)	_____

2. **Maintenance Costs:** Resident shall be responsible for the cost of services or repairs that are the result of damage to the premises, common areas or grounds that are caused by the Resident, household members or guests. When the Landlord determines that maintenance service provided is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Landlord or, for work not listed on the Schedule of Maintenance Charges, based on the actual cost to the Landlord for the labor and materials needed to complete the work.

3. **Fines:** The Resident agrees to pay fines, different from maintenance charges, that are incurred as a result of violations to the rules and regulations as set forth in the Community Policies duly adopted and posted in each site management office.

4. **Late Charges:** A $20.00 late charge shall be applied to the Resident's account if rent is delinquent. Late charges assessed hereunder shall not be due and collectible until two (2) weeks after the Landlord gives written notice of the charge. In the event the Resident fails to pay this late charge following receipt of the written notice, the Resident shall receive a 30-day written notice of termination. Failure to pay the late charge is grounds for eviction.

5. **Other Amounts:** As a further condition of this Lease, Resident agrees to pay all other amounts owed to Landlord such as back rent, back charges, or administrative fines pursuant to a repayment agreement or Court order, and all other amounts owed to Miami-Dade County or its agencies and departments.

Failure to pay these and other charges timely after two weeks of notice by Landlord is grounds for eviction.

ARTICLE VI
Reexaminations and Determination of Eligibility

1. In accordance with federal regulations, the status of each household will be re-examined at least once every twelve (12) months in order to re-determine rent, dwelling size and eligibility to continue occupancy. This re-examination shall be conducted in accordance with the approved statement of policies and procedures, laws and regulations, schedule of rents, income and occupancy limits.

2. The Resident agrees to promptly supply the Landlord, when requested, with accurate information about: Social Security Number, citizenship or eligible immigration status, family composition (including age and gender), income, assets, employment, handicap or disability of family members, proof of school registration and school attendance of minor children and related information necessary to determine eligibility, annual income, adjusted income and rent. Providing incomplete and inaccurate information will be considered fraud and shall constitute grounds for eviction.

3. All information supplied to the Landlord must be verified. The Resident is responsible for complying with the Landlord's request for verification. This may include signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Landlord may conduct a criminal background screening on the Resident or any household member during annual reexamination or whenever the Landlord deems it necessary. Landlord is final determiner as to whether the information has been adequately verified. The Resident shall be notified in writing of the effective date of any rent adjustment resulting from the reexamination.

4. If due to instability of family income or family composition, annual family income cannot be determined, a temporary determination of income and rent will be made and a special reexamination will be scheduled every 30 days, not to exceed a total of 90 days, or until stable income is established, whichever comes first. The Resident shall be notified in writing of the date of each special reexamination.

5. Re-certifications or reexaminations during the contemplation of, or pending lease termination or eviction proceedings shall not constitute a waiver of the right to pursue such proceedings.

ARTICLE VII

Interim Re-certifications and Rent Adjustments

1. The Landlord must be informed of the following changes between annual re-examinations:

   (a) If the total family income increases, the Resident must report such change in writing to the management office within ten (10) days of occurrence.

   (b) Decreases of income in any amount lasting longer than one month may be processed at the resident's request. Changes that result in an increase or decrease in rent must be verified in accordance with Article VI above.

   (b) Any changes to family composition, including natural birth or adoption, must be reported in writing to the Landlord as soon as they are known, but in no event later than ten (10) days after occurrence. Changes that result in an increase or decrease in rent must be timely verified in accordance with Article VI above.

   (c) Rent will not be adjusted when income decreases result from verified failure to participate in an economic self-sufficiency program, or failure to comply with work or community service requirements, or fraud, by any member of the family composition under any Federal, State or County law applicable to welfare or public assistance benefits.

   (d) Rent may be adjusted between scheduled re-examinations when rent formulas or procedures change, or if utility allowances applicable to the unit are adjusted, as allowed by federal law and regulations.

2. If as a result of the rent adjustment the monthly rental payment decreases, the rent adjustment will become effective the first day of the month following the date the information is reported to the Landlord. If the rent should increase based on the family income, the adjustment will become effective at the next annual re-certification.

3. If it is found that the Resident failed to timely report any changes in income or family composition as described above or provided inaccurate or incomplete information, it will be considered fraud, any of the following may occur:

   (a) Any increase in rent which would have occurred had changes been reported in a timely manner will be made retroactive to the effective date of the change in circumstances and the Resident agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.

   (b) Any decrease in rent that would have occurred had changes been reported in a timely manner will be made effective the first day of the month following the date the change is reported to the Landlord, and will not apply retroactively.

   (c) The Resident may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

ARTICLE VIII

Transfers

1. If the Landlord determines that a transfer is necessary, Resident will be notified in writing of the reason for the transfer. The Resident agrees to transfer to a unit designated by the Landlord. The Resident will then have thirty (30) days within which to move to the unit designated by the

Landlord. If the Resident refuses to move, the Landlord may terminate the Lease. The Resident shall be offered the opportunity for a hearing under the Landlord grievance procedure.

2. Should the Resident accept a unit with disability accessibility features, and the Resident or any member of the household does not need such features, the Resident agrees to move to a unit without such when another Resident who is disabled needs the unit with the accessibility features, within thirty (30) days of notice thereof.

3. The Landlord will consider but need not honor a Resident's request for a transfer.

4. The Landlord may reassess the Resident's eligibility for housing including, but not limited to, a criminal history check when reviewing the Resident's request for transfer.

5. Residents approved for transfer must have a current rent account with no outstanding balance and must leave the present unit in a satisfactory condition. The Resident shall be responsible for all moving expenses, except where required by federal regulations. The Resident agrees to sign a new Lease for the new unit before the move-in occurs.

ARTICLE IX
Resident's Obligations

As a requirement for continued occupancy of a dwelling unit the Resident, in addition to other obligations described elsewhere in this Lease, must:

1. Abide by all regulations and conditions established by Landlord in the Lease and Community Policies and with the requirements of all applicable building codes, housing codes, federal regulations, state or local law that impose obligations relating to the occupancy of a dwelling unit and surrounding premises. A sample lease, community policies, and any addenda documents shall be posted in a conspicuous manner in the site management office and shall be available upon request. Violations of such requirements shall constitute a violation of the Lease.

2. Comply with the terms of the lease, including but not limited to rent payment and housekeeping requirements.

3. Use the property exclusively as a private residence for himself/herself and household members listed in Article III., 1 (a) and (b) of this lease, and not to use or permit its use for any other purpose. The Landlord may by prior written approval consent to a member of the family composition engaging in a legal home-based business in the dwelling unit where the business is incidental to the primary use of the unit as a residence. The activities of any such authorized business are subject to the requirements of this Lease, the Community Policies and all applicable Federal, State and local laws that impose obligations relating to the operation of a home-based business. Failure to operate the home-based business in compliance with this Lease and Community Policies will result in eviction.

4. Not assign the Lease; nor sublease the dwelling unit; nor give accommodation to boarders or lodgers;

5. Not give accommodation to any guest in excess of a total of fourteen (14) days per year, whether or not consecutive, unless the resident obtains the advance written consent of the Landlord. Not to allow any other person, including guest or visitors, or other person otherwise under the control of the resident, to reside or to stay as a guest in the dwelling unit during the resident's absence unless the resident obtains the advance written consent of the Landlord.

6. Not to allow any other person, other than those listed in Article III, to use the dwelling unit's address on identification cards, driver's licenses or as mailing address.

7. Ensure that school-age children are enrolled in school, attend regularly and not be absent without excuse for more than fifteen (15) days in any 90-day period within a given school year barring death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the school board.

8. Keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.

9. Perform seasonal lawn maintenance or other maintenance tasks, where performance of such tasks by tenants of dwelling units of a similar design and construction is customary. Residents who are unable to perform such tasks because of age, disability or infirmity shall be exempt from such requirement.

10. Refrain from and cause members of his or her household, guests or other persons under his/her control to refrain from destroying, defacing, damaging or removing Landlord's property from his/her dwelling unit, common areas or other Landlord property.

11. Notify the Landlord promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in the common areas and grounds of the development that may lead to damage or injury.

12. Pay reasonable charges, other than for wear and tear, for the repair of damages to the dwelling unit, or to Landlord buildings, facilities or common areas caused by the Resident, any member of his/her household, a guest or another person under the Resident's control.

13. Meet community service, work or family self-sufficiency public assistance program requirements as applicable.

14. To act, and cause household members, guests or other persons under the Resident's control, to act in a manner which will not disturb other residents' peaceful enjoyment of their premises. If a warning is given to the Resident or any adult household member concerning any guest, neither the Resident nor any household member shall permit such person to have access to the leased unit where the Resident and household members reside. The Resident and household members agree that such person who subsequently visits the site where the Resident's unit is located shall be considered a trespasser. The Resident and household members shall cooperate in all respects with Landlord personnel and law enforcement officers in treating such person as a trespasser.

15. Assure that the Resident, any member of his/her household, a guest or another person under the Resident's control does not engage in:

    a. Any activity, criminal or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord;

    b. Any criminal activity whether on or off the premises. Any such criminal activity, even in the absence of a conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease: drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage; and non-violent criminal activity shall include any non-violent criminal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or employees of the Landlord;

c. Interfering with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of Landlord.

ARTICLE X
Landlord Obligations

The Landlord will:

1. Maintain the dwelling unit and the development in decent, safe and sanitary condition.

2. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.

3. Make necessary repairs to the dwelling unit.

4. Keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

5. Maintain in good and safe working order and condition electrical, plumbing sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

6. Provide and maintain appropriate receptacles and facilities for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the resident. However, Landlord is not obligated to provide individual trash cans.

7. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

8. (i) Notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.

   (ii) When required to afford the Resident opportunities for a hearing under the grievance procedure, inform the Resident of the right to request such hearing. In the case of a lease termination, the notice of Lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.

9. By signing this rental agreement, the Resident agrees that upon surrender or abandonment of the dwelling unit, as defined by Chapter 83, Florida Statutes (FS), the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property. Note: According to FS Chapter 83.59(3) (c) "it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of a time equal to one-half the time for periodic rental payment. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence."

ARTICLE XI

Inspections

1. Prior to occupancy, the Landlord and the Resident shall inspect the dwelling unit and immediate surrounding premises. The Landlord shall furnish the Resident with a written statement of the condition of the dwelling unit, immediate surrounding premises and the equipment provided within the unit. This statement shall be signed by the Landlord and the Resident and a copy retained in the Resident's file.

2. When the Resident vacates the dwelling unit, the Landlord shall inspect the unit and furnish the Resident with a written statement of any claims to the Security Deposit pursuant to Article IV.3 of this Lease. The Resident and/or his representative will be provided the opportunity to join in such inspection unless the Resident vacates without notice to the Landlord.

3. The Resident agrees that upon at least forty-eight (48) hours advance written notice, stating reason for entry access, a duly authorized agent or representative of the Landlord shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements or repairs. However, the Resident's request for maintenance shall constitute permission to enter the unit when the Landlord's maintenance staff comes to perform such maintenance work, even if the Resident and all adult members of the household are absent from the premises.

4. The Landlord shall have the right to enter the Resident's dwelling without prior notice to the Resident if there is reasonable cause for the Landlord to believe that an emergency condition exists. If the Resident and all adult members of his or her household are absent from the premises at the time of entry, the Landlord shall leave a written statement notifying the Resident of the date, time and purpose of entry.

ARTICLE XII

Defects Hazardous to Live, Health and Safety

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the Resident, the rights and obligations of the Resident and the Landlord are as follows:

1. The Resident shall immediately notify the Landlord of the damage and the Landlord shall make repairs within a reasonable time of the Resident's reporting the condition to the Landlord.

2. If the necessary repairs cannot be made within a reasonable time, the Landlord shall offer the Resident a replacement dwelling unit, if available, provided the damage was not caused or made worse by the Resident, any member of his/her household, a guest or a person under the Resident's control.

3. If alternative accommodations are unavailable and necessary repairs cannot be made within a reasonable time, the Landlord shall abate rent in proportion to the seriousness of the damage and loss in value as a dwelling while the Resident is residing in the unrepaired dwelling unit. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Landlord, during the time in which the defect remains uncorrected. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the damage was caused by the Resident, any member of his/her household, a guest or a person under the Resident's control.

4. If the Landlord determines that the dwelling unit is untenable because of imminent danger to the life, health and safety of the Resident, and alternative accommodations are refused by the Resident, this Lease shall be terminated.

ARTICLE XIII

Legal Notices

1. All notices, except as provided in Article XI.4, required to be delivered to the Resident pursuant to this Lease shall be delivered in writing any one of the following ways:

   (a) To the Resident or an adult member of the Resident's household; or

   (b) If the Resident and all adult members of the household are absent from the premises, by leaving a copy at the residence and by prepaid first class mail properly addressed.

2. All notices required to be delivered to the Landlord by the Resident shall be in writing either sent by prepaid first class mail addressed to the site management office listed on the last page of this Lease, or delivered by the head of household, or other household member, in person to the site manager (or designee) at the address listed on the last page of this Lease.

3. If the Resident is visually impaired, notices must be in accessible format.

ARTICLE XIV
Posted Notices

All community policies, rules, regulations and schedules for special charges for services, repairs or utilities that are required to be posted, shall be publicly posted in a conspicuous manner in the site office and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified by the Landlord by giving thirty (30) days written notice of the proposed modifications allowing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The notice shall be posted in at least three (3) conspicuous places within the affected Landlord property.

ARTICLE XV
Termination of the Lease

This Lease may be terminated by the Resident at the end of the first year, by the Resident giving thirty (30) days written notice in the manner prescribed by Article XIII.2. This Lease may be terminated by the Landlord in accordance with the provisions of this Lease and Chapter 83, Part 2, Florida Statutes as it may be amended.

1. Conditions of Termination

   a. The Landlord shall have the right to terminate or refuse to renew the Lease for any of the following reasons:

   b. Failure by the Resident or any member of his/her household to fulfill his/her obligations outlined under the Articles of this Lease, the Community Policies and any addenda or amendments to the Lease or Community policies.

   c. A serious or repeated violation by the Resident or any member of his/her household of one or more terms of the Lease.

   d. The denial of service, disconnection or shutting off of utilities that the Resident is responsible for paying. The County will not terminate assistance if the resident restores utility service legally and timely as required with the timeframe of the 30-day notice to cure.

   e. Any activity, criminal or non-criminal, engaged in by the Resident, any member of his/her household, a guest or a person under the control of the Resident, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord.

f. Any criminal activity (violent, non-violent, or drug-related) whether on or off the premises committed by the resident, any member of his/her household, a guest or a person under the control of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the County. Any such criminal activity, even in the absence of a conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease,:

   i. Drug-related criminal activity shall include: illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; and

   ii. Violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.

   iii. Non-violent criminal activity shall include any activity that threatens the health, safety or right to peaceful enjoyment by the residents or employees of the County.

   iv. A single arrest where the criminal charges are dropped, dismissed no action, nolle prossed or other resolution that does not involve an admission of guilt, or where the applicant is found not guilty or acquitted, shall not result in denied assistance except for cases specified in Chapter II, section J (4) (c) of the ACOP, or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment by residents and employees of the County.

g. Failure by the Resident to report to any reexamination interview or provide verification of any information required by the Landlord.

h. Resident and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. If it is determined that resident or any household member has provided fraudulent information or committed fraud in connection with the application process, or to otherwise remain in the dwelling unit,

i. Failure to keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.

j. Failure to comply with Federal, State or local public assistance program requirements related to work activities, community service requirements or fraud.

k. If the Resident or any member of his/her household, a guest or a person under the Resident's control, engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on Landlord's property.

l. If the conduct of the Resident, any member of his/her household, a guest or a person under the Resident's control, is such that there is a likelihood that his or her presence on the premises may lead to personal injury or property damage.

m. If school-age children do not attend school regularly and are absent more than 15 unexcused days within any 90-day period of a given school year except in instances of death, serious illness or injury, or the child who attains the age of 16 years files a formal declaration of intent to terminate school enrollment with the school board.

n. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas. Resident must pay for any necessary repairs of damages caused; non-payment will be grounds for termination.

o. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.

p. If the Resident, any member of his/her household, a guest or a person under the Resident's control threatens, obstructs or interferes with an employee of the landlord or any government official conducting official business on or around the premises.

q. The Resident refuses to accept the Landlord's proposed change(s) to this lease.

r. If the Resident repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed.

s. A Resident member of the United States Armed Forces who is required to move pursuant to permanent change of station 35 miles or more from the location of the rental premises, or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, may terminate his or her rental agreement by providing the Landlord with a written notice of termination to be effective at least 30 days after the Landlord's receipt of the notice. The notice to the Landlord must be accompanied by a copy of the official military order or written verification signed by the member's commanding officer.

2. If the Landlord proposes to terminate this Lease, the termination of the Lease shall be by Federal and State law as follows:

a. Landlord shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.

b. Landlord shall give seven (7) days written notice of termination for serious violations of the Lease.

c. Landlord shall give thirty (30) days written notice of termination in any other case.

ARTICLE XVI
Grievance/Appeal Procedure

Disputes concerning the obligations of the Resident or the Landlord shall be resolved in accordance with the grievance procedure in effect at the time such grievance arises. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and, if a hearing was timely requested by the Resident, after the grievance process has been completed. The application of Landlord's policy may be grieved but not the policy itself.

ARTICLE XVII
Change in Rental Agreement

During the term of the Lease, the Landlord may change the terms and conditions of this Lease. The Landlord shall notify the Resident of any change at least thirty (30) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing a new Lease, addenda or amendments to the existing Lease. Failure to sign indicates that the Resident has

rejected the changed terms and conditions and that he/she intends to terminate the tenancy effective at the end of the last monthly period prior to the effective date of the proposed change.

ARTICLE XVIII

Resident Training Programs

The Resident agrees to attend the Landlord's resident orientation program upon entry into public housing and the Landlord's post occupancy training program after entry into public housing. The Landlord will provide the Resident with training schedule information. The Landlord agrees to make special provisions to accommodate disabled, frail elderly, and medically ill Residents.

ARTICLE XIX

Miscellaneous Provisions

1 This Lease, including attachments and addenda to the Lease, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

2 This Lease confers rights and remedies only upon the Tenant and Landlord identified in Articles I of this Lease, those individuals identified in Article III, and the United States Department of Housing and Urban Development. No person, other than the Tenant, Landlord and the United States Department of Housing and Urban Development, has any rights or remedies under the Lease, including but not limited to enforcement thereof.

3. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Resident and the Landlord unless specifically stated herein.

4. The invalidity of all or any part of this Lease shall not render invalid the remainder of this Lease or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

5. This Lease shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

6. Review of this Lease - The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received or have been given the opportunity to receive independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.

IN WITNESS THEREOF, the parties have executed this Lease Agreement this ____day of _____, in the year _____ at Miami-Dade County, Florida.

RESIDENT

_____
Resident (head of household)

_____
Spouse (if applicable)

_____
Family/Household Member (18 or older)

_____
Family/Household Member (18 or older)

_____
Family/Household Member (18 or older)

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

_____
Landlord/Authorized Representative

_____
Site Name

_____
Site address

_____

_____

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Low-Income Housing Tax Credit (LIHTC) Public Housing Dwelling Lease Addendum #1

Effective ___ / __ / 2013

The undersigned acknowledge agree that Miami Dade County (the "County") is assigning the lease between the County and Resident, dated _____ (the "Lease") to _____, as agent for _____("Landlord"), and this lease addendum is being incorporated in and made a part of the Lease, and that it shall be renewed and shall expire under the terms and conditions of the Lease.

1. The Resident must live in the Premises and the Premises must be the Resident's only place of residence. The Resident shall use the Premises only as a private dwelling for himself / herself and the individuals listed on the Lease.

   The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to sublet or assign the Premises, or any part of the Premises. Resident shall not permit any roomer or boarder occupancy of any portion of the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement.

2. A household is ineligible to participate in the LIHTC Program if all members of the household are full-time students, unless: (i) Receiving assistance under Title IV of the Social Security Act – (e.g. TANF); (ii) Previously under the care and placement responsibility of the local county children services agency (i.e. foster care) (iii) Enrolled in a government-sponsored job training program; (iv) Married and eligible to file a joint income tax return; or (v) A single parent household with at least one dependent child. The parent is not the dependent of another individual and the child is only a dependent of the resident or the other, non-resident parent. If at any time Resident's household is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will constitute good cause to terminate this Agreement. Resident shall notify Landlord immediately of any change in student status of any member of Resident's household.

3. The Resident understands that the monthly rent is less than likely to be found in open market place. This lower rent is available because the Premises were constructed pursuant to Section 42 of the Internal Revenue Code of 1986 as amended ("Section 42"). At least once a year, the Landlord may request the Resident to report the income (including a copy of the most recently filed federal income tax return) and composition of the Resident's household and to supply any other information required or requested by the Landlord. If the Resident does not submit the required information by the date specified in the Landlord's request, the Landlord may terminate this agreement and the Resident must vacate the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement. Landlord will conduct a screening approximately _____ days from the date hereof, at which time Landlord will also conduct a reexamination in accordance with Article VI of the Lease.

4. Resident hereby agrees and acknowledges that the total rent established for the unit is

predicated on the current median income adjusted for family size as established by the U.S. Department of Housing and Urban Development and utility allowance established by the local housing authority or provider of utilities. Accordingly, when and if this median income is adjusted by the U.S. Department of Housing and Urban Development or the utility allowances are adjusted by the local housing authority or provider of utilities; the total rent for the Premises may be adjusted regardless of the lease termination date and in accordance with local law.

5. Resident understands that notwithstanding anything in the Lease to the contrary, references to Miami Dade County or the County, to the Director and to Public Housing Community and Development shall mean Landlord.

6. Notwithstanding anything in Article XXVIII of the Community Based Policies to the contrary, in-home businesses will only be permitted to the extent Landlord determines that they consistent with the requirements related to Section 42.

7. Notwithstanding anything in the Lease to the contrary, Landlord and Resident acknowledge and agree that any termination of the Lease resulting from a violation of this Lease Addendum shall not constitute a termination from the County's public housing program. Upon termination of the Lease as a result of a violation of this Lease Addendum, Resident shall be referred back to the Landlord and the Landlord shall determine whether the violation resulting in the termination was also a violation of the public housing requirements. Thereafter, Landlord shall take such action as is required under the public housing requirements. In the event Resident remains eligible to participate in the public housing program, the County shall approve a transfer and relocate the Resident to a non-LIHTC public housing unit.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Resident	Date
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Agent for Owner	Date

MIAMI-DADE COUNTY

Public Housing and Community Development

NOTICE

PUBLIC HOUSING DWELLING LEASE ADDENDUM FOR RESIDENTS OF THE APPROVED LOW INCOME HOUSING TAX CREDIT (LIHTC) DEVELOPMENTS Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti and Jack Orr

COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises the Public Housing Dwelling Lease Addendum to the residents of the approved Low Income Housing Tax Credit (LIHTC) public housing developments: Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti and Jack Orr, for a 30-day comment period commencing **January 14, 2013** through **February 12, 2013.** Written comments may be provided during the comment period to the corresponding site manager, or by mail to: *PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Executive Director,* or by email to: PHAPublicComment@miamidade.gov.

AVISO

ENMIENDA AL CONTRATO DE ARRENDAMIENTO DE VIVIENDAS PÚBLICAS PARA LOS RESIDENTS DE LAS URBANIZACIONES APROBADAS BAJO EL CREDITO SOBRE IMPUESTOS PARA VIVIENDAS DE BAJOS INGRESOS (LIHTC, SU SIGLA EN INGLÉS) Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti y Jack Orr

PERÍODO DE COMENTARIOS

La Agencia de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, su sigla en inglés) por la presente anuncia la enmienda al Contrato de Arrendamiento de Viviendas Públicas para los residentes de las urbanizaciones de viviendas públicas aprobadas bajo el Crédito sobre Impuestos para Viviendas de Bajos Ingresos (LIHTC, su sigla en inglés): Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti y Jack Orr, por un período de comentarios de 30 días, comenzando el **14 de enero del 2013** hasta el **12 de febrero del 2013**. Los comentarios por escrito pueden ser entregados durante el período de comentarios a su correspondiente administrador, ó enviados por correo a: *PHCD, 701 NW 1Ct, Piso 16, Miami, Florida 33136, Att: Director Ejecutivo,* ó enviados por correo electrónico a: PHAPublicComment@miamidade.gov.

AVI

SIPLEMAN LAN KONTRA POU ABITE LAN LOJMAN PIBLIK POU REZIDAN LAN PROJE KOTE YO APROUVE KREDI SOU TAX (LIHCT) Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti, Jack Orr

PERYÒD KÒMANTÈ

Ajans Lojman Piblik Miami-Dade avek Devlopman Kominote piblye sipleman lan kontra pou rezidan ki lan proje lojman piblik kote yo aprouve kredi sou tax (LIHTC): Stirrup Plaza, South Miami Plaza, Dante Fascell, Joe Moretti, Jack Orr, pou yon peryod komante 30 jou a pati **14 janvye 2013** pou fini **12 fevrye 2013**. Na voye komante nou pa ekri lan biro direkte proje nou o sinon pa la pos lan adres: *PHCD 701 NW 1st Court, 16th Floor, Miami, Fl 33136, atensyon Direkte Exekitiv* o sinon anko pa email lan PHAPublicComment@miamidade.gov.

From: PHA Public Comment (PHCD)
Sent: Friday, February 15, 2013 12:52 PM
To: 'Alejandra Aguilera'
Cc: Smith, Terrence (CAO); Rodriguez, Jose (PHCD); Saydal-Hamilton, Marl (PHCD); Santamaria, Mayra C. (PHCD); Mendoza, Jeannie (PHCD); Molina, Annette (PHCD); Cibran, Jorge (PHCD)
Subject: RE: Comments on Proposed Public Housing Dwelling Lease and Low Income Housing Tax Credit (LIHTC) Lease Addendum

Ms. Aguilera

Thank you for your comments submitted to the PHA Public Comment mailbox regarding the LIHTC Lease Addendum. We concur that a resident who is not eligible for the LIHTC program may still be eligible to continue under the Public Housing program in a non-LIHTC unit. As such, new language will be added to the addendum to make this point clear (see item 7 on the attached). Please let us know if this new proposed language addresses your concerns.

Thank you.

From: Alejandra Aguilera [mailto:aaguilera@lsgmi.org]
Sent: Tuesday, February 12, 2013 2:48 PM
To: PHA Public Comment (PHCD)
Subject: Comments on Proposed Public Housing Dwelling Lease and Low Income Housing Tax Credit (LIHTC) Lease Addendum

I am writing on behalf of the Dante Fascell Resident Council, Stirrup Plaza Resident Council and South Miami Plaza Resident Council, to comment on the proposed Public Housing Dwelling Lease and Low Income Housing Tax Credit (LIHTC) Lease Addendum. My office represents these Resident Councils and these residents will be directly affected by this document. The following changes must be made in order to protect their rights as public housing tenants.

- As to paragraph 2, where it states, "If at any time Resident's household is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will constitute good cause to terminate this Agreement." This is in direct contradiction with the public housing regulations. A tenant in public housing cannot be evicted because they are a student and this lease provision would diminish the rights of public housing tenants. The language must be changed so that the tenant will be transferred to a non-LIHTC public housing unit rather than allowing PHCD to "terminate this Agreement." If no unit is available, PHCD will provide another form of rental assistance.

- As to both paragraph 2 & 3 there must be language added that clarifies that any termination must comply with the public housing regulations regarding lease terminations and grievance hearings.

- The Lease Addendum must also state that if there is a conflict between the addendum and the public housing lease, the public housing lease will control.

When speaking with the residents about the rehabilitation projects, PHCD staff stated that there would be no change to the rights of the residents. As written, the addendum diminishes the rights of tenants living in these properties, contradicting the assurances given to the residents. PHCD must make these changes and clarifications in order for the tenants to maintain their rights as public housing residents.

If you have any questions or concerns, please feel free to contact me at (305) 438-3804.

Alejandra Aguilera
Staff Attorney
Legal Services of Greater Miami, Inc.
11285 SW 211th St., Suite 302

From: Pacheco, Mary (PHCD)
Sent: Wednesday, February 27, 2013 10:45 AM
To: jhearne@lsgmi.org
Cc: Fortner, Gregg (PHCD); Saydal-Hamilton, Mari (PHCD); Mendoza, Jeannie (PHCD); Santamaria, Mayra C. (PHCD); Castro, Rosa C. (PHCD); Mcleod, Sherra B. (PHCD)
Subject: Changes to public housing leases - Comments from LSGM

This email is sent on behalf of Gregg Fortner, Executive Director, Public Housing and Community Development.

From: Jeffrey Hearne [mailto:jhearne@lsgmi.org]
Sent: Tuesday, February 12, 2013 3:35 PM
To: PHA Public Comment (PHCD)
Subject: Changes to public housing leases

Legal Services of Greater Miami, Inc. represents many tenants in PHCD public housing. LSGMI supports the change in Article VII, Paragraph 2, which changes the effective date of rent increases.

LSGMI opposes removing the $200 threshold to report increased income. (Paragraph 1 of Article VII) This change will require some tenants to report changes of income more frequently. For example, many public housing residents are paid hourly and do not work a regular schedule. These tenants would be required to regularly report minor changes in their income. Presumably, the effective date of rent increases was changed to decrease the paperwork for PHCD staff. Removing the $200 threshold will only increase the paperwork burden on both tenants and staff.

PHCD RESPONSE
The income calculation is a projection of the tenant's average income for the following 12 months. The $200 threshold to report income increases is being removed to match the policies held by other PHAs, and to ascertain tenant's continued communication with the site manager's office.

LSGMI also opposes the removal of language in paragraph 3 of Article VII which allows the tenant to reimburse PHCD when the rent is lower because the tenant failed to disclose income. Although there should be fewer instances of this happening under the new lease provisions, the resident should still be given the opportunity to repay any amounts owed to PHCD and remain in the public housing unit.

PHCD RESPONSE
PHCD concurs and will not be removing that paragraph from the lease.

Finally, LSGMI supports changing paragraph 3 (b), to state that the Resident should only be subject to eviction and/or prosecution if there was intentional fraud which resulted in a lower rent for the tenant. Such draconian remedies should only be imposed when there was a harm to PHCD.

PHCD appreciates your concern and comments.

If you have any questions, please do not hesitate to contact me.

Jeffrey M. Hearne, Esq.
Advocacy Director – Tenants' Rights Project
Legal Services of Greater Miami, Inc.
3000 Biscayne Blvd., Ste. 500
Miami, FL 33137