

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PUBLIC HOUSING TENANT LEASE AGREEMENT

Effective:

Entity ID #:

ARTICLE I
Terms and Conditions

In accordance with applicable State and Federal Statutes, rules and regulations, the United States Housing and Urban Development (HUD) regulations and requirements and with Miami-Dade County's, by and through Miami-Dade Public Housing and Community Development, Admissions and Continued Occupancy Policy and the terms and conditions contained herein, this LEASE AGREEMENT (hereinafter the "Lease") executed between Miami-Dade County, a political subdivision of the State of Florida (called the "Landlord") and _____ herein after, (called "Tenant") for the dwelling located at _____ (address), _____ (unit), _____

(city), Florida _____(zip code) consisting of _____ bedroom (s), for an initial term not to exceed twelve consecutive months, effective _____ day of _____, in the year _____ ending at midnight _____ day of _____, in the year _____.

1. Renewal of the Lease

Unless otherwise modified or terminated in accordance with Article XV, *Termination of Lease Agreement* as defined herein, this Lease shall automatically renew for successive terms of one (1) year.

2. Rental charges

- (a) Monthly rental charge for the dwelling unit is \$_____. The monthly rent is subject to change and is computed in compliance with applicable law and federal regulations and policies as stipulated by HUD. When the amount of monthly rent changes, the Landlord shall give the Tenant 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 Tenant 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. 2 (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 1.2 (a) above shall remain in effect until adjusted by the Landlord in accordance with Articles VI and VII of this Lease.

3. Community Policies

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 Tenant 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.

Any violation of Miami Dade County orders during a state of emergency may also be deemed a violation of the lease.

4. Definitions

- (a) **Common Household Pet** means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply. This definition does not include animals that are used to assist persons with disabilities.
- (b) **Criminal activity** means 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; 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; and Non-Violent criminal activity shall include any non-violent criminal activity that threatens the health, safety or right of peaceful enjoyment by other Tenants or employees of the Landlord.
- (c) **Decent, Safe and Sanitary Condition** means a dwelling which meets the uniform physical condition standards established by HUD and complies with applicable building codes, housing codes, and HUD regulations.
- (d) **Dependent** means a member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student. For the purposes of this Handbook, a foster child, a foster adult, or a live-in aide may never be a dependent regardless of age or disability.
- (e) **Dependent Child** means a member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person with a disability, or is a full-time student.
- (f) **Development** means landlord's multifamily or single-family properties developed and subsidized by federal funds.
- (g) **Earned Income** means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment.
- (h) **Elderly Person** means a household composed of one or more persons, at least one of whom is 62 years of age or more at the time of initial occupancy.
- (i) **Eviction** means the dispossession of the tenant from the leased unit as a result of the termination of tenancy, including a termination prior to the end of a lease term.
- (j) **Family composition** means the person(s) whose status determines the computation of monthly rent.
- (k) **Guest** means any person who is on the premises or the site with the Tenant or household member's consent, or a person under the Tenant's control who comes onto any site.

- (l) **Household member** means 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.
- (m) **Live-in Aide** means 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.
- (n) **Site** means landlord's property that is comprised of one or more developments that may be contiguous or scattered.
- (o) **Tenant** means the adult person who has been identified as head of household, has executed the Lease with Landlord, and all authorized persons residing in the unit.
- (p) **Unauthorized Occupants/Boarders** means a person who is staying in the dwelling unit, but is not listed on this Lease, Article III.1. (a) and (b) or approved by the Landlord to dwell in the unit for more than 14 days.
- (q) **Unearned Income** means any pension, annuity, transfer payments (payments or income received where no goods or services were offered such as welfare, social security, government subsidies for certain benefits), any cash or in-kind benefits.
- (r) **Warning** means any written notification to the Tenant 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 (1st) 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 assessed to the Tenant'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 Tenant directly to the Landlord's lockbox together with payment stub from Tenant's monthly rent statement, 2) authorized direct debit from Tenant'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 as 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 family member 18 years of age or older shall sign the Lease to acknowledge their acceptance of all terms.

(a) Family composition (*list head of household (HOH), spouse or co-head, other family members*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP
			HOH

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

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. Tenant 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 Tenant 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 their 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-examination.

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 Tenant 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.
6. Only the persons listed in Article III of this Lease are authorized to use the unit's address on their driver's license, identification card, or as their mailing address as required by (24 CFR § 966.4 (f) (2) and (3)).

ARTICLE IV
Security Deposit

1. Amount: Tenant 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 Tenant has a pet. A pet deposit shall not be required in the event the Tenant requires an assistive animal, as defined in the Assistance 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 Tenant 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: Tenant 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 Tenant's security deposit, including the reason for imposing the claim, will be sent by certified mail to the Tenant's last known mailing address within thirty (30) days after the Tenant has moved out. Failure by the Tenant 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 Tenant 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 Tenant 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. Additional 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 the Tenant may use the grievance procedure to dispute charges the Tenant disagrees with Failure to timely request a grievance waives any objection on the part of the Tenant to any charge.

1. **Utilities:** The Tenant 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 Tenant'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 Tenant-supplied appliances. The schedule of any such excess utility surcharges shall be posted by the Landlord in site management offices.
 - (b) **Tenant-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 Tenant directly to the utility suppliers. By initialing next to the marked items below, the Tenant 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 Tenant, the Landlord may pay the utility reimbursement jointly to the Tenant and the utility supplier, or directly to the utility supplier, if the Tenant 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 Tenant 60-day written notice of the annual revised Utility Allowance. If the Tenant fails to request a grievance hearing pursuant to the grievance procedures, the Tenant waives any objection they may have to the utility allowance or utility surcharge.
 - (c) The Tenant 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.

Utility Services

Utility services supplied by the Landlord, as marked below:	Utility services paid by the Tenant, as marked below:
<input type="checkbox"/> Electricity	<input type="checkbox"/> Electricity
<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Air Conditioning
<input type="checkbox"/> Gas	<input type="checkbox"/> Gas
<input type="checkbox"/> Water and sewer	<input type="checkbox"/> Water and sewer
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Other (specify)

Appliances

<p>Appliances supplied by the Landlord, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <hr/>	<p>Appliances supplied by the Tenant, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <hr/>
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2. **Maintenance Costs:** Tenant 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 Tenant, household members or guests. When the Landlord determines that maintenance service provided is not caused by normal wear and tear, the Tenant 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 Tenant agrees to pay fines, different from maintenance charges, that are incurred 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 Tenant’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 Tenant fails to pay this late charge following receipt of the written notice, the Tenant shall receive a 30-day written notice of termination. Failure to pay the late charge is grounds for eviction. To prevent late charges, refer to Article II (1)(a).
5. **Other Amounts:** As a further condition of this Lease, Tenant 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

Re-examinations 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 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 Tenant 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 Tenant is responsible for complying with the Landlord's request for verification. This may include signing consent forms and 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 Tenant 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 Tenant 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 Tenant shall be notified in writing of the date of each special reexamination.
5. 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-examinations and Rent Adjustments

(This Article VII shall become effective January 1, 2024, upon the implementation of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and applicable regulations and guidelines promulgated by HUD)

1. The Landlord must be informed of the following changes between annual re-examinations:
 - (a) The Tenant is required to report to Landlord all increases in earned income that occur between regularly scheduled annual re-examinations. Any increase of the family's adjusted earned income by ten (10) percent or more must be processed if the family reported a decrease in income within the same annual reexamination cycle (24 CFR §960.257(b)(3)(i)).
 - (b) The Tenant is required to report to Landlord all increases in unearned income that occur between regularly scheduled annual reexaminations. Any increase of the family's adjusted unearned income by ten (10) percent or more must be processed if the family reported zero income.
 - (c) The Tenant is required to report to Landlord all decreases in unearned income that occur between regularly scheduled annual re-examinations. Decreases in unearned income of ten (10) percent or more will be processed including if the family reported zero income.
 - (d) The Tenant is required to report to Landlord permanent removals of a family member. The Landlord will process an interim reexamination for all decreases in adjusted income as a result of the permanent removal of the family member.
 - (e) If the total family income increases or decreases lasting longer than one-month (30 days), the Tenant must report such change in writing to the management office within ten (10) days of occurrence.
 - (f) The Landlord will not conduct an interim reexamination in the last three months of an effective annual reexamination. Should a credit be owed to the resident, it will be

retroactively credited together with the annual reexamination.

- (g) Interim reexamination may be conducted to reflect any changes to family composition, including natural birth or adoption, however, family additions or removals 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. Only decreases in adjusted income of ten (10) percent or more must be processed.
 - (h) 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.
 - (i) 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 the monthly rental payment decreases by ten (10) percent or more as a result of the rent adjustment, the adjusted rent will become effective the first day of the month following the date the information is reported to the Landlord. If the rent should increase by ten (10) percent or more based on the family income, the adjustment will become effective the first day of the second month following the month in which the change is reported or 30 days, whichever is greater, after proper verification is completed.
3. If it is found that the Tenant 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 Tenant agrees to reimburse the Landlord for the difference between the rent they should have paid and the rent they were 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 Tenant may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

ARTICLE VIII **Transfers**

- 1. The Tenant will be notified in writing once the Landlord approves a transfer. Upon signing the new Lease, the Tenant is required to move within fifteen (15) calendar days. If the Tenant refuses to move, the Landlord may terminate this Lease. The Tenant shall be offered the opportunity for a hearing under the Landlord grievance procedure.
- 2. Should the Tenant accept a unit with disability accessibility features, and the Tenant or any member of the household does not need such features, the Tenant agrees to move to a unit without such when another Tenant 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 Tenant's request for a transfer.
- 4. The Landlord may reassess the Tenant's eligibility for housing including, but not limited to, a criminal history check when reviewing the Tenant's request for transfer.

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

ARTICLE IX
Tenant's Obligations

As a requirement for continued occupancy of a dwelling unit the Tenant, 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. Violations of such requirements shall constitute a violation of the Lease. 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.
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 themselves 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 (See 24 CFR § 966.4 (f) (2) and (3)). 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 unauthorized occupants/boarders.
5. Not give accommodation to any guest, more than a total of fourteen (14) days per year, whether or not consecutive, unless the Tenant 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 Tenant, to reside or to stay as a guest in the dwelling unit during the Tenant's absence unless the Tenant obtains the advance written consent of the Landlord.
6. Advise the Landlord if Tenant will be absent from the unit for more than seven (7) consecutive days. Tenants shall notify the Landlord in writing, secure the unit, and provide a means to contact the Tenant in an emergency. Failure to comply is grounds for termination of the Lease.
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. If PHCD determines there is a violation of this provision, the Tenant may provide PHCD with evidence of compelling circumstances that demonstrate good cause related to the school-aged child(ren) failure to attend school.
8. Keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Tenant for the Tenant'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. Tenants 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 their household, guests, or other persons under their control to refrain from destroying, defacing, damaging, or removing Landlord's property from the 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 normal wear and tear, for the repair of damages to the dwelling unit, or to Landlord buildings, facilities or common areas caused by the Tenant, any member of their household, a guest, or another person under the Tenant'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 Tenant's control, to act in a manner which will not disturb other Tenants' peaceful enjoyment of their premises. If a warning is given to the Tenant or any adult household member concerning any guest, neither the Tenant nor any household member shall permit such person to have access to the leased unit where the Tenant and household members reside. The Tenant and household members agree that such person who subsequently visits the site where the Tenant's unit is located shall be considered a trespasser. The Tenant 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 Tenant, any member of their household, or guest 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 Tenants or employees of Landlord; or
 - (b) Any drug-related criminal activity. For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)](OB); or
 - (c) Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
16. Assure that no other person under the Tenant's control engages in:
 - (a) Any activity, criminal, or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord; or
 - (b) Any drug-related criminal activity on the premises; or
 - (c) Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
17. Assure that the Tenant, any member of the household, guests, or any other person under the Tenant's control abides by the Landlord's Smoke Free Policy

ARTICLE X

Landlord Obligations

The Landlord will:

1. Maintain the dwelling unit and the development in decent, safe, and sanitary condition and in good repair and free from hazards.
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. If the repair is a safety or health hazard, the Landlord upon notice and inspection, will make the necessary repairs to the dwelling to ensure it does not compromise the safety and well-being of the Tenant. Landlord shall be responsible for the repair of the unit within a reasonable period of time after receiving notice from Tenant, provided however, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
4. Keep development buildings, facilities, and common areas, not otherwise assigned to the Tenant 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 garbage, rubbish and other waste removed from the dwelling unit by the Tenant. 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 Tenant and supplied by a direct utility connection.
8.
 - (i) Notify the Tenant 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 Tenant to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.
 - (ii) When required to afford the Tenant opportunities for a hearing under the grievance procedure, inform the Tenant 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 Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
9. By signing this rental agreement, the Tenant agrees that upon surrender or abandonment of the dwelling unit, as defined by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Note: According to Section 83.59(3) (c), Florida Statutes, "it shall be presumed that the tenant has abandoned the dwelling unit if they are 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."
10. A person with disabilities shall for all purposes under this Lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and

occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice that the Tenant may at any time during the Lease term or any renewal hereof request a reasonable accommodation for a of a household member with a disability. Tenant shall be required to provide verification that the accommodation requested is necessary due to the disability. Any requests for reasonable accommodations must be made in accordance with the Landlord's adopted Community Policies and the County's Admission and Continued Occupancy Policies.

ARTICLE XI
Inspections

Prior to occupancy, the Landlord and the Tenant shall inspect the dwelling unit and immediate surrounding premises. The Landlord shall furnish the Tenant 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 Tenant, and a copy retained in the Tenant's file.

1. When the Tenant vacates the dwelling unit, the Landlord shall inspect the unit and furnish the Tenant with a written statement of any claims to the Security Deposit pursuant to Article IV.3 of this Lease. The Tenant and/or his representative will be provided the opportunity to join in such inspection unless the Tenant vacates without notice to the Landlord.
2. The Tenant 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 Tenant'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 Tenant and all adult members of the household are absent from the premises.
3. The Landlord shall have the right to enter the Tenant's dwelling without prior notice to the Tenant if there is reasonable cause for the Landlord to believe that an emergency condition exists. If the Tenant and all adult members of their household are absent from the premises at the time of entry, the Landlord shall leave a written statement notifying the Tenant of the date, time, and purpose of entry.

ARTICLE XII
Unit Defects Hazardous to Life, 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 and safety of the Tenant, the rights and obligations of the Tenant and the Landlord are as follows:

1. The Tenant shall immediately notify the Landlord of the damage and the Landlord shall make repairs within a reasonable time of the Tenant's reporting the condition to the Landlord.
2. If the necessary repairs cannot be made within a reasonable time, the Landlord shall offer the Tenant a replacement dwelling unit, if available. If the damage was caused by the Tenant, any member of their household, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
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 Tenant is residing in the unrepaired dwelling unit. The Tenant 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 Tenant

rejects alternative accommodations or if the damage was caused by the Tenant, any member of their household, a guest, or a person under the Tenant'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 Tenant, and alternative accommodations are refused by the Tenant, 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 Tenant pursuant to this Lease shall be delivered in writing any one of the following ways:
 - (a) To the Tenant or an adult member of the Tenant's household; or
 - (b) If the Tenant 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 Tenant 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 Asset Management Project (AMP) administrator (or designee) at the address listed on the last page of this Lease.
3. If the Tenant 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 Tenants 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 Tenant 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 Tenant at the end of the first year, by the Tenant 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

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

- a. Failure by the Tenant or any member of their household to fulfill their obligations outlined under the Articles of this Lease, the Community Policies and any addenda or amendments to the Lease or Community policies.
- b. A serious or repeated violation by the Tenant or any member of their household of one (1) or more terms of the Lease.

- c. Denial or disconnection of utility services that are paid by the Tenant. The Landlord will not terminate assistance if the Tenant restores the utility service legally and timely in compliance with the 30-day notice to cure, or by the time the informal hearing takes place.
- d. Tampering with utilities to illegally obtain service or changing the account to an adult person that is not listed as a family member in this Lease.
- e. Any activity, criminal, or non-criminal, engaged in by the Tenant, any member of their household, a guest, or a person under the control of the Tenant, which threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of Landlord.
- f. Any criminal activity (violent, non-violent, or drug-related) that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord, as stated in Article IX Tenant's Obligations. Any such criminal activity that resulted in 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, whether "on or off the premises" for the Tenant, any member of their household, or a guest, and "on the premises" for other persons under the Tenant's control. 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 Tenants or employees of the Landlord.
 - iv. The Landlord may also terminate assistance based on the conduct underlying the arrest, only if the conduct indicates the individual is not suitable for tenancy and the Landlord has sufficient evidence that the individual engaged in the conduct other than the fact of the arrest.
- g. Failure by the Tenant to report to any reexamination interview or provide verification of any information required by the Landlord to include the failure to sign and submit consent forms or other documentation to determine eligibility in the program.
- h. Tenant 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 Tenant 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 Tenant for the Tenant'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 Tenant or any member of their household, a guest, or a person under the Tenant'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 Tenant, any member of their household, a guest, or a person under the Tenant's control, is such that there is a likelihood that their presence on the premises may lead to personal injury or property damage.
- m. If the Tenant does not 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. If PHCD determines there is a violation of this provision, the Tenant may provide PHCD with evidence of compelling circumstances that demonstrate good cause related to the school-aged child(ren) failure to attend school.

- n. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas. Tenant 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 Tenant, any member of their household, a guest or a person under the Tenant'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 Tenant refuses to accept the Landlord's proposed change(s) to this Lease.
 - r. If the Tenant repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed.
 - s. A Tenant 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 their 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.
 - t. Being over the income limit established for the Public Housing Program in accordance with the parameters described in the Admissions and Continued Occupancy Policy (ACOP).
 - u. If the Tenant has exceeded the asset limitation in accordance with the parameters described in Landlord's Admissions and Continued Occupancy Policy (ACOP). (This clause shall become effective January 1, 2024, upon the implementation of HOTMA and applicable regulations and guidelines promulgated by HUD).
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 Tenant's failure to pay rent. except when the Secretary of HUD requires Landlord to give adequate notice to secure emergency rent relief in accordance with Article XVI of the Lease. 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

Adequate Notice to Secure Emergency Rent Relief

Upon the Declaration of a national emergency and availability of Federal funding to provide emergency rent relief, the Secretary of HUD, may direct the Landlord to provide Tenants facing eviction for non-payment of rent with adequate notification and information about the opportunity to secure emergency rent relief funding. The Landlord will comply with this directive and applicable laws as follows:

- a. The Landlord shall give thirty (30) days written notice for non-payment of rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.

- b. The Landlord shall include in the written notice information about the availability of emergency rent relief.

ARTICLE XVII
Grievance/Appeal Procedure

Disputes concerning the obligations of the Tenant 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 Tenant to request a grievance hearing has expired and, if a hearing was timely requested by the Tenant, after the grievance process has been completed. The application of Landlord's policy may be grieved but not the policy itself.

ARTICLE XVIII
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 Tenant of any change at least thirty (30) days before the proposed effective date of the change. The Tenant 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 Tenant has rejected the changed terms and conditions and they intend to terminate the tenancy effective at the end of the last monthly period prior to the effective date of the proposed change.

ARTICLE XIX
Tenant Training Programs

The Tenant agrees to attend the Landlord's Tenant 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 Tenant with training schedule information. The Landlord agrees to make special provisions to accommodate disabled, frail elderly, and medically ill Tenants.

ARTICLE XX
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 Landlord, Tenant, and the United States Department of Housing and Urban Development, shall be deemed to be a third party beneficiary of this Lease or any other documents associated with this Lease, and any provision of this Lease, may be waived or amended in whole or in part by Landlord, Tenant or at any time if, in their sole discretion, they deem it desirable to do so, in accordance with the provisions of this Lease.
3. Nothing herein shall alter, affect, modify, change, or extend any other agreement between the Tenant 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.
7. Tenants participating in the Low-Income Housing Tax Credit (LIHTC) program must also sign the Lease Addendum # 1.
8. In accordance with HUD's final rule implementing the 2013 reauthorization of the Violence Against Women Act (VAWA) and Notice PIH-2017-08 (HA), Tenants must also sign the Lease Addendum #2, which is hereby incorporated by reference.
9. In accordance with HUD's final rule entitled "Instituting Smoke-Free Public Housing" and Notice PIH-2017-03 (HA), Tenants must also sign the Lease Addendum #3, which is hereby incorporated by reference.
10. **Severability.** If it is determined that there is any conflict within this lease agreement, the authority shall prevail in the following order: Federal, State and local. If any provision of this lease agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.
11. **Waiver.** No delay or failure by Landlord in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
12. **Radon.** 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 a time period. 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 Miami-Dade County public health unit.
13. **Lead-Based Paint.** Check and complete if the Dwelling Unit was built before January 1, 1978. Lead Warning Statement (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant). Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial) _____ Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) _____
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing _____

Records and reports available to the Lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee's Acknowledgment (initial)

_____ Lessee has received copies of all information listed above.

_____ Lessee has received the pamphlet Protect Your Family From Lead in Your Home

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

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

TENANT

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

Tenant (head of household)

Landlord/Authorized Representative

Spouse (if applicable)

Site Name

Family/Household Member (18 or older)

Site address

Family/Household Member (18 or older)

Family/Household Member (18 or older)