



## District of Columbia Housing Authority

1133 North Capitol Street N.E.,  
Washington, DC 20002-7599  
(202) 535-1000 | dchousing.org

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Dear

As you know, each District of Columbia Housing Authority (DCHA) tenant is required to sign the newly updated dwelling lease agreement. Specific appointments are being made to insure that each and every tenant signs the new lease. The appointments will consist of a brief orientation, after which, you will be required to sign your lease. Only the head(s) of household is required to attend the orientation and sign the lease.

**You are scheduled to attend your orientation and sign your new lease on**\_\_\_\_\_

**The orientation will take place**\_\_\_\_\_

It is extremely important that you attend your scheduled appointment. If you are unable to attend your appointment, you must immediately notify your property manager. If you fail to notify your property manager prior to your scheduled appointment and you do not keep your appointment, you will be issued a thirty-day notice to vacate, as a failure to sign a new lease is a violation of your existing lease. Your new lease will go into effect on the day that it is signed.

We are very excited about the new levels of accountability that this new lease provides on behalf of DCHA and its residents. We look forward to bringing DCHA, residents and our communities to new and greater levels of achievement. Please do not hesitate to contact your property manager if you have any questions.

Sincerely,

Property Manager

DCHA is committed to providing equal access to this event for all participants & residents with disabilities. If you need a reasonable accommodation or sign language interpreter service, please contact our ADA/504/Language Department at 202-535-2737 or ADA504@dchousing.org with your complete request. Please allow at least 3 business days to make the necessary arrangements. If you need a foreign language translator, please contact our ADA/504/Language Department at 202-535-2737 or email LA@dchousing.org. Please allow at least 5 business days to make the necessary arrangements.

**DISTRICT OF COLUMBIA HOUSING AUTHORITY  
DWELLING LEASE AGREEMENT**

Property Name  
Lease

Property 001  
Number of Bedrooms

UFAS/RA Unit NO

Address

**ARTICLE I. PARTIES.**

**1.1 Parties.** This Dwelling Lease Agreement (Lease) is entered into between the District of Columbia Housing Authority ("Landlord" or "Authority"), and the following named lessee or lessees: \_\_\_\_\_ (Collectively, hereinafter "Lessee"). The "Lessee" is the individual(s) that signs the Lease with the Authority. Each Lessee is individually, jointly and severally responsible for performance of all obligations under this Lease including, but not limited to, the payment of rent and other charges, as defined herein. **No individual, including any of those listed in paragraphs 3.1 or Article IV hereof, other than the signatory to this Lease, is deemed to be a tenant or have any rights of a tenant hereunder.**

**1.2 Warranty.** The Lessee agrees and warrants that the name(s) of the Lessee and Household Members provided to the Housing Authority are the same name(s) as on the Social Security card(s) submitted for the Lessee and Household Members. Should the Lessee or Household Members formally change their names or use another name not specified in this Lease, the Lessee shall notify the Authority immediately in writing and provide the proper documentation that the Authority deems appropriate. The failure to use the same name on this Lease, or to modify same as required herein, does not reduce or affect any obligation of Lessee, including the obligation to assure that all Others, as identified in Article IV hereof, comply with the provisions of the Lease.

**ARTICLE II. DESCRIPTION OF LEASED PREMISES.**

**2.1 Description.** The Authority agrees to rent to the Lessee the premises located at the property and address indicated above subject to the terms and conditions stated herein. The Leased Premises includes the Lessee's Unit as indicated above and other buildings or areas for the exclusive use of the Lessee (the "Lease Premises"). The Leased Premises are located in a federally assisted public housing development owned by the Authority (the "Development"). "Development" includes the common areas of the buildings and grounds associated with all the buildings in the Development.

**2.2 Right to Use.** The Lessee shall have the right to the exclusive use of the Leased Premises, including the Unit identified above and in the case of a townhouse, rowhouse or single family home, all buildings or additional areas provided for the exclusive use of the Lessee, including the yard and any outbuildings, subject to the restrictions and obligations contained in this Lease.

**ARTICLE III. HOUSEHOLD MEMBERS.**

**3.1 Household Members.** In addition to the Lessee, the Leased Premises may not be occupied or used for residential or other purposes by any persons other than those listed below, who are referred to hereinafter as the "Household" or "Household Members" under this Lease. For purposes of this **Lease an approved Live-in Aide has no rights of tenancy under this Lease and has duties and obligations as set forth in Section 7.4** herein below of this Lease but has no other rights as a Household Member. Any change to Household Members must be processed in accordance with Article X.

Name of Household Member	Relationship to Lessee	Date of Birth	SS #
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**3.2 Information Concerning Household.** Lessee shall provide documentation satisfactory to the Authority that the individual is residing elsewhere, including but not limited to any one or a combination of the following:

- (1) A lease for another unit,
- (2) A utility bill for another unit,
- (3) Government-issued ID issued after the date the household member vacated the leased premises,
- (4) U.S. Postal Service change-of-address form;
- (5) School records;
- (6) Government benefits records; or
- (7) Other documentary proof satisfactory to the Authority. If the Lessee is unable to produce documentation satisfactory to the Authority, the Lessee may submit a form attesting under penalty of perjury that the individual has permanently vacated the Leased Premises, and the Authority shall remove the individual from the Household Composition upon receipt of such form.

**3.3 Adding Household Members.** Except as otherwise provided in subsection 3.3.4 no additional persons, adults or minors, may be added to the Household as Household Members unless first approved in accordance with the provisions of this subsection. Any person using or occupying the Leased Premises without approval in accordance with this Article is an unauthorized occupant without tenancy or other rights under this Lease.

**3.3.1 Written Application Required.** No person, including spouses or live-in aides, may be added to the Lease as a Household Member or legally occupy the Leased Premises unless prior to occupancy:

- (i) A written application is submitted and that person is screened and meets all applicable eligibility and screening requirements,
- (ii) The proposed addition does not cause the Leased Premises to exceed the maximum occupancy in accordance with the Authority's policies and regulations, and
- (iii) The proposed addition is approved in writing by the Authority.

**3.3.2 Permitted Additions.** The Authority, in its sole discretion, may deny any request for additions to the Household if the addition will result in overcrowding, or the additional person(s) fails to meet the Authority's screening requirements.

**3.3.3 Transfers.** In the event that an additional Household Member is approved, the Lessee may apply for a transfer but shall not be entitled to any priority or preference on the transfer waiting list based on a change in the size of the Household.

**3.3.4 Notice Only Additions.** The following persons may be added to the household with written notice only to the Authority:

1. Persons born to an existing household member
1. Persons legally adopted by an existing household member
2. Persons who have been added to the household of an existing household member by order of a court of competent jurisdiction including orders of guardianship, conservatorship, and legal custody.

Prior approval in accordance with subsections 3.3.1, and 3.3.2, by the Authority is not required for these persons. The written notice must include a copy of the appropriate court order, or a birth certificate and any other documentation deemed necessary by the Authority.

#### **ARTICLE IV. VISITORS, GUESTS, LIVE-IN AIDES AND OTHERS UNDER LESSEE'S CONTROL.**

**4.1 Lessee's Responsibility and Liability for Others.** Lessee is responsible for compliance with all provisions of the Lease by all Household Members, visitors, guests, unauthorized occupants, live-in aides, others under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "Others").

**4.1.1 Consent Presumed.** Consent of Lessee is presumed if an individual is using or occupying or in the Leased Premises unless the Lessee takes reasonably prompt action to have unwanted individuals removed from the Leased Premises. Any failure to do so will be deemed to be permission or consent of Lessee for the individual to be on the Leased Premises. Lessee is responsible for, and is presumed to have control over, the conduct of all Others regardless of hour or time or presence of Lessee and will be held responsible for any and all conduct of any such persons that is in non-compliance with the provisions of the Lease.

**4.1.2 Obligations of all Others.** Any provision of this Lease that imposes an obligation on Lessee applies that obligation fully on all Others and Lessee is responsible for compliance by all Others with all provisions of this Lease. Lessee may be served a notice of lease termination in accordance with Article 20.3 hereof for actions of Lessee, or Others, that violate any of the obligations of this Lease.

**4.2 Unauthorized Occupants.** The Lessee shall not provide accommodations to anyone other than authorized Household Members either listed in this Lease or approved in writing hereafter as Household Members in accordance with the provisions herein and shall not allow anyone other than such authorized Household Members to use the Leased Premises without the prior written consent of the Authority. The Lessee shall not permit and shall prohibit anyone other than a Household Member from residing in the Leased Premises during the Lessee's absence without the prior written consent of the Authority. The Authority will post a list of barred individuals in the management office.

**4.2.1 Overnight Visitors.** Each overnight guest is permitted for up to (10) consecutive days and up to thirty (30) non-consecutive days in a twelve (12) month period without the approval of the Authority. A guest's overnight stay for longer periods require prior written permission of the Authority. The Lessee is obligated hereunder to prohibit anyone from staying in the Leased Premises without the prior written permission of the Authority except as provided herein. The Authority will respond to any such request within (10) days of the request. Any denial shall include the reasons for the denial.

**4.2.2 Barred Individuals.** The Lessee, other Household Members, and any Others identified in Article VII hereof, shall prohibit and shall not permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by the Authority in advance. The Authority will post a list of barred individuals in the Property Management Office.

**4.3 Live-In Aides Generally.** A disabled or elderly Household Member who qualifies under Authority and federal regulations, policies and guidelines to have a live-in aide, may be entitled to have an aide reside in the Leased Premises upon the prior written approval of the Authority. While a Lessee's application for a live-in aide is pending, the individual identified as the live-in aide shall be considered an overnight visitor in accordance with Section 4.2.1 of this Lease until such time as the application to be the live-in-aide is decided. If the Authority fails to make a decision on the application for a live-in aide within (10) days of submission, then the application shall also be treated as a request for written permission for an overnight visitor under Section 4.2.1 and the Authority shall respond accordingly.

**4.3.1 Application and Approval Process.** The Lessee must first submit an application and the proposed aide shall be subject to all applicable eligibility and screening requirements of the Authority, including criminal background checks. The live-in-aide is not a tenant or occupant and has no tenancy, occupancy or other leasehold rights under this Lease or under the Rental Housing Act, and in order to be approved as a live-in aide must execute an acknowledgment of their non-tenant status and lack of rights to notice of any kind under this Lease. In the event that a live-in-aide is approved, the Lessee may apply for a transfer but shall not be entitled to any priority or preference on the transfer waiting list with regard to transfer to a new dwelling unit based solely on the addition of the live-in-aide. Nothing herein is intended to alter any preference the Lessee may have as a result of a reasonable accommodation being granted.

**4.3.2 Responsibility for Live-In Aide Conduct.** Lessee is responsible for the conduct of the live-in-aide.

It is the Lessee's responsibility to ensure that the live-in-aide abides by all of the rules and regulations and lease requirements of the Authority and the failure of the live-in- aide to do so, after notice required by this section is sent by the Authority, shall be deemed a breach of this Lease and may result in termination of Lessee's tenancy hereunder. After the Authority learns of live-in-aide conduct that may breach the rules and regulations and lease requirements of the Authority, the Authority shall send a warning notice to the Lessee indicating that such conduct has come to the attention of the Authority. If the conduct continues after the expiration of (30) days after the Authority provides the warning notice, the Authority may issue a Notice to Correct or Vacate or Notice to Vacate in accordance with the terms of this Lease and federal and District of Columbia law. For conduct that violates Article 18 of this lease the Authority shall not be obligated to issue the warning notice upon any reoccurrence of the conduct by the same or any subsequent live-in-aide.

**4.3.3 Termination of Live-in Aide.** The live-in-aide may live at the Leased Premises only so long as the Authority determines that the live-in aide meets the Authority's screening criteria, is in compliance with all rules, regulations and Lessee's lease terms, and where the Household Member continues to qualify for the live-in-aide's necessary services. The Authority may withdraw or terminate its approval of the live-in-aide for reasonable cause. If the approval for a live-in-aide is terminated, the live-in-aide must immediately vacate the Leased Premises or the live-in-aide will be deemed an unauthorized occupant of the Lessee. If the tenancy is terminated for any reason, including but not limited to breach of the Lease, move out of the Lessee or death of the Lessee, the live-in-aide must immediately vacate the Leased Premises. The live-in aide has no rights to apply to become a Lessee.

## **ARTICLE V. EFFECTIVE DATE AND TERM.**

**5.1 Effective Date and Term.** The term of this Lease will commence on 3/31/08 and shall be the effective date of the lease unless it is not signed on the first day of the month, in which case the effective date is the first day of the succeeding month, that being 4/1/08. Unless the Lease is terminated by the Authority or the Lessee as provided in this Lease, the Lease shall have a term of twelve (12) months.

**5.2 Renewal.** The Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1<sup>st</sup> day of each month, unless terminated as provided for herein.

## **ARTICLE VI. SECURITY DEPOSIT.**

**6.1 Security Deposits.** Lessee shall pay to the Authority as a Security Deposit the sum of \$100.00 upon execution of this Lease unless paid in advance.

**6.2 No Segregation or Interest on Deposits.** The Security Deposit specified hereinabove shall be maintained by the Authority and collected for the faithful performance of all of the terms, conditions and covenants of this Lease by the Lessee including payment of Rent and Other Charges, until after surrender of the Leased Premises. The Authority is not obligated to maintain monies paid toward security deposit in a segregated account. The Authority shall have no obligation to pay interest on any deposit, except as required by law. Refund, if any, of a Security Deposit is governed by Section 11.5 hereof.

## **ARTICLE VII. RENT AND OTHER CHARGES.**

**7.1 Monthly Rent.** The Lessee shall \_\_\_\_\_rent per month ("Monthly Rent"), due and payable in advance on the **first day** of each month, beginning 3/31/08.

**7.1.2 Proration.** The Authority will prorate the rent for Lessees who move in after the first day of the month. The Lessee will pay the pro rata payment in the amount of \$ N/A for the period beginning N/A and ending on N/A.

**7.1.3 Changes to Rent.** The Monthly Rent is subject to change in accordance with Article X of this Lease.

**7.2 Other Charges.** All other payments due under this Lease including, but not limited to, late charges, returned check charges, excess utility charges, service charges, grounds maintenance charges, repair and damage charges, contractor charges, fire damage charges, pet charges, motor vehicle removal charges, "lock-out" charges, replacement key charges, and any other charges or fees as may be specified hereunder shall be deemed "Other Charges." Such Other Charges shall be charged to the Lessee's account and shall be due and payable on the first day of the month after the Authority has given the Lessee thirty days written notice of the charges. The amount of such 'Other Charges,' with the exception of contractor charges and fire damage charges, shall be fixed in the Schedule of Charges, which shall be posted in the Property Management Office. Any change to the Schedule of Charges shall be subject to a (30) day period of notice and opportunity for comment before the change takes effect.

**7.2.1 Late Charges.** The Lessee must pay Rent on or before the first (1st) day of each month. If the Lessee fails to pay the Monthly Rent by the 10<sup>th</sup> day of the month, regardless of whether the 10th day of the month is a holiday, Saturday or Sunday, then the Lessee shall be liable for a charge. The amount of the Late Charge is as posted in the Schedule of Charges at the Property Management office. This late charge **does not** establish a grace period for the late payment of rent. Rent remains due and payable by the first day of each month.

**7.2.2 Returned Check Charges.** There will be a charge for a returned check, in addition to the Rent or late charge amount due, if a check written by or on behalf of the Lessee is returned for insufficient funds. The amount of the charge shall be the amount charged to the Authority and posted in the Schedule of Charges posted in the Property Management offices.

**7.2.3 Excess Utility Charges.** There will be a charge for window air conditioners, refrigerators, freezers, washers, dryers and similar appliances in the Leased Premises which have not been furnished by the Authority, except where air conditioners are installed pursuant to a reasonable accommodation. The amounts of those charges are stated in the Schedule of Charges as "Excess Utility Charges for Tenant Supplied Appliances" which is posted in the Property Management offices. The charges will be posted to the Lessee's account until such time as the appliance in question is physically removed from the Leased Premises and the Lessee has given written notice to the Authority and the Authority has verified that the appliance has been removed. The charges may be pro rated annually in which case there will be a charge posted to the Lessee's account for each month during the year.

**7.2.4 General Service, Repair and Damage Charges.** The Lessee shall pay for any service, repair, maintenance, damage, and cleaning and/or extermination expenses incurred by the Authority caused by the action or inaction of the Lessee or Others in the Leased Premises or otherwise on the Development. The costs to remedy the aforementioned shall be charged to the Lessee's account. A schedule of maintenance and repair charges is posted in the Property Management Office. For work not listed on the

Schedule of Charges, Lessee will be charged the actual cost of the repair. **The Authority shall not be responsible or liable for the repair or replacement of any appliances not supplied by the Authority.**

**7.2.5 Contractor Charges.** There will be a charge if a Lessee has been appropriately notified that an appointment has been made for a contractor to gain access to the Leased Premises, and upon scheduled arrival the contractor is unable to gain access.

**7.2.6 Fire Damage Charges.** If a fire occurs at the Leased Premises or the Development where the Lessee(s) or Others caused the fire, either intentionally or through negligence, the Lessee shall be liable for the cost of repairs as specified in Section 13.2.

**7.2.7 Pet Charges.** The Authority may collect charges as provided for in its Community Living Standards or any other rules and regulations of the Authority with respect to pets that are permitted under the Authority's rules and regulations, a copy of which are available in the Property Management Office. The amount of the charges will be posted in the Schedule of Charges in the Property Management office.

**7.2.8 Motor Vehicle Removal Charges.** The Lessee shall pay to the landlord a charge for the removal of any motorized vehicle, off-road vehicle, go-cart, scooter, recreational vehicle (including boats), trailer or vehicle part(s) parked or otherwise stored by any Household Member or Guest of the Lessee or Others in accordance with the Authority's vehicle towing policy, a copy of which is available in the Property Management office. The amount of the vehicle towing charge will be posted in the Schedule of Charges in the Property Management office.

**7.2.9 Lock-out Charges.** The Lessee agrees to pay the Landlord a charge in the event the Lessee is locked out of the Leased Premises and the Landlord provides access to the Leased Premises, in accordance with Article 12 of this Lease. The amount of the lock-out charge will be posted in the Schedule of Charges in the Property Management office.

**7.2.10 Replacement Key Charges.** The Lessee agrees to pay the Landlord a charge if the Landlord provides replacement keys for the Leased Premises, in accordance with Article 12 of this lease. The amount of the replacement key charge will be posted in the Schedule of Charges in the Property Management office.

**7.3 Payment Method.** Rent and Other Charge payments shall be made payable to the Authority and shall include the Lessee's name, address and lease number. If any other person pays rent to the Landlord for the Leased Premises, said payments shall be deemed to be made on the behalf of the Lessee, notwithstanding that the monies may be paid in another's name, provided the payment is identified on its face as a payment on behalf of the Lessee along with the Unit # and Address of the Leased Premises. **No tenancy shall be deemed to be established with anyone other than the lessee by acceptance of such payment from any person other than the Lessee.**

**7.3.1 Partial Payment.** The acceptance by the Landlord of partial payment of rent and Other Charges due shall not, under any circumstances, constitute a waiver of any rights of the Landlord at law or under this Lease, nor affect any notice of legal proceedings, given or commenced, for possession of the Leased Premises.

**7.3.2 Form of Payment.** The Lessee shall pay rent and other charges only by personal check, certified check or money order. If the Lessee has made a payment that resulted in a returned check, the returned check charges, and the amount originally due, plus any late charges, are required to be paid by money order or cashier's check within two (2) weeks after the Lessee receives the returned check notice. Once the Lessee has had a check returned for insufficient funds twice within any 12-month period, Lessee shall pay all future payments by certified check or money order. The amount of the returned check charge will be posted in the Schedule of Charges in the Property Management office. This section does not establish a grace period, and Authority may immediately issue a Notice to Cure or Vacate upon receipt of a returned check.

**7.3.3 Application of Payment.** Payment is deemed made upon the actual receipt by the Authority of the payment. Notwithstanding any designation entered by the Lessee or someone on the Lessee's behalf on the face of the payment, any payment received by the Authority, by or on behalf of Lessee, shall be

credited first to the security deposit charge and then to Rent and then to any Other Charges due at the time payment is received.

**7.4 Continued Obligation to Pay Upon Transfer.** If the Lessee transfers to another unit, whether requested by Lessee or required by the Authority, any consent judgment agreement, settlement agreement or repayment agreement entered into while the Lessee resided at the original unit, shall automatically be transferred to, and become part of, the Lease for the unit to which the Lessee transferred. All prior balances will be transferred in accordance with Section 11.6.

## **ARTICLE VIII. USE OF LEASED PREMISES.**

Lessee and all Others identified in Article IV hereof, are obligated to comply with all the provisions of this Article VIII.

**8.1 Residential Use Only.** The Leased Premises shall be used solely as a private residential dwelling, and shall not use or permit the use of the Leased Premises for any other business or non-residential purpose, unless the Lessee has received the prior written consent of the Authority.

**8.2 No Other Residence.** Lessee shall have no other primary residence, either leased or owned.

**8.3 Sublease Prohibition.** The Lease or sublease of all or any portion of the Leased Premises shall not be permitted and any attempt to lease, assign or sublet all or any portion of Lessee's interest under this Lease will constitute a violation of this Lease and such lease, assignment or sublease will be null and void and ineffective to transfer such interest to any assignee or sublessee. Acceptance of rent by the Authority from a sublessee or assignee shall not create a tenancy with the sublessee or assignee.

**8.4 Housekeeping and Other Leased Premises Responsibilities.** The Leased Premises shall be maintained in a clean, safe and sanitary condition, including, but not limited, to the following:

**8.4.1 Waste Removal.** Keep the Leased Premises and such other areas as may be assigned to Lessees for their exclusive use in a clean and safe condition and to dispose of all garbage, rubbish and other waste from the Leased Premises in a sanitary and safe manner.

**8.4.2 Grounds Maintenance.** Fully maintain the grounds and landscaping that are provided for the exclusive use of Lessee.

**8.4.3 Recycling Policy.** Observe all recycling rules, as they may be amended from time to time, and which will be available in the Property Management Office.

**8.4.4 Safety Duties.** Comply with all obligations imposed by applicable building and housing codes materially affecting health and safety.

**8.4.5 Fire Safety.** Take precautions to prevent fires. Unless provided by the Authority no portable heating appliances may be used. All appliances shall be operated in a manner to prevent fires.. Not disable any fire alarm device or cause a false fire alarm, or generally permit or do anything, including storing excess amounts of personal property, which would increase the risk of fire or an increase in insurance premiums to the Authority.

**8.4.6 Smoke Detectors.** Not remove or tamper with any smoke detector, including removing any working batteries, so as to render the smoke detector inoperative.

**8.4.7 Leased Premises Exterior Responsibilities.** Not store, hang or leave household or other personal property of any type, including clothes, on the exterior of the Leased Premises unless the area is specifically designated for that purpose by the Authority.

**8.5 Additional Appliances.** Installation or use of any major electrical appliances not provided by the Authority is prohibited unless prior written approval is obtained from the Authority. The Authority may deny such installation or use at its sole option and discretion. Major electrical appliances include, but are not limited to, the following:



- (i) Clothes dryer(s);
- (ii) Additional refrigerator/ freezer(s);
- (iii) Air conditioner(s);
- (iv) Washing machine(s); and
- (v) Dishwasher(s).

**8.6 Conservation.** Lessee shall take reasonable steps to conserve energy and water and avoid unreasonable use of water, gas and/or electricity including but not limited to non-routine washing of vehicles, or any other unreasonable use of utilities.

**8.7 Repair Notice Requirements.** The Authority shall be promptly notified of any need for repairs to the Leased Premises or of any unsafe conditions in the common areas or the grounds surrounding the Leased Premises. Notification of repairs shall be in writing or by a telephone call to the Authority's Control Center and Lessee shall obtain a control number for each such repair. The number for the Control Center can be obtained from the Management office or the Central Office. **Additionally in Developments that are managed by a management company under contract with the Authority the Lessee agrees to provide notice in accordance with the attached Supplement to the Lease.**

**8.8 Alterations to Leased Premises.** No repairs or alterations to the Leased Premises may be made, including, but not limited to, painting, wallpapering, changing locks, installing alarms, doors, affixed gates, window bars, carpets, storage sheds, antenna or satellite dishes, without the prior written approval of the Authority. Upon completion, any such repairs or alterations, made with or without prior written consent, become part of the Leased Premises.

**8.9 Use of Common Areas.** The Leased Premises, together with all common areas, grounds, and facilities, including elevators, and any other property owned by the Authority shall be used only in a reasonable manner.

**8.9.1 No Trespass/Access to Unauthorized Areas.** Entry to any part of the Development, other than the common areas or the areas included in the Leased Premises, or other Authority property restricted areas including, but not limited to, vacant units, boiler rooms, electrical rooms, and any areas under construction is strictly prohibited. Entry to any other Lessee's leased premises is prohibited without permission or consent of such other lessee.

**8.10 Additional Use Restrictions and Requirements.** Lessee and all Others are required to comply with the following use restrictions and requirements:

**8.10.1 Waterbeds.** To not have waterbeds on the Leased Premises without prior written approval of the Authority, which approval may be withheld in the Authority's sole discretion.

**8.10.2 Anti-Graffiti Rule.** May not destroy, deface, damage or remove any part of the Leased Premises or the Development.

**8.10.3 Utility Line Compliance.** May not refrain from tamper with, illegally receive or interfere with any phone, cable, gas, electric or other utility meter or line on the Leased Premises or the Development.

**8.10.4 Firearms.** To refrain from storing, maintaining, using, distributing, purchasing or selling any type of firearm or ammunition on the Leased Premises or the Development, whether registered or unregistered.

**8.10.5 Hazardous Materials.** May not have or store any combustible or other hazardous materials such as gasoline, kerosene, fireworks or explosives in or around the Leased Premises or the Development.

**8.10.6 Dangerous Conditions.** May not create or permit to exist any nuisance or unreasonably dangerous condition that results in risk to the health or safety of any person or damage to property.

**8.11 Motor Vehicles.** The term Motor Vehicles includes, but is not limited to: automobiles, cars, motorized wheelchairs, off-road vehicles, go-carts, scooters, recreational vehicles (including boats), motorcycles, motorized bicycles, trailers or vehicle part. The Authority's Motor Vehicle parking and towing policy must be complied with as a requirement of this Lease, including but not limited to:

**8.11.1 Registration.** Any Motor Vehicle on the Leased Premises that is not registered with the Authority is subject to towing.

**8.11.2 Operation.** Operating any Motor Vehicle in an unsafe or unlawful manner or in a manner which disturbs other Lessees on the Development is prohibited.

**8.11.3 Parking and Repairs.** Parking Motor Vehicles on areas not specifically designated for driving or parking, or using parking areas or the grounds of the Development or the Leased Premises for the repair of Motor Vehicles is prohibited

**8.11.4 Charges.** The Authority's Motor Vehicle registration and parking policies and the charges for non-compliance with the policies are located in the Property Management office. Any cost of towing or removal of a Motor Vehicle shall be charged to the Lessee.

**8.12 Community Living Standards.** Lessee shall comply with the Authority's Community Living Standards for the Leased Premises and the Development and any other rules, procedures, policies and regulations of the Authority concerning the Leased Premises which may be amended from time to time and shall be incorporated in this Lease without further action of the Authority. Copies of the Community Living Standards, rules, regulations and policies will be available for inspection in the Property Management office, the Office of the General Counsel, and the Central office of the Authority. A violation of any of the Community Living Standards by Lessee is a breach of the Lease and subject to termination hereunder.

## **ARTICLE IX. COMMUNITY SERVICE.**

**9.1 Community Service Requirements.** Each adult member of a Household listed on the lease in a public housing Development must comply with the Authority's Neighbor to Neighbor Care Program unless exempt, and shall contribute eight (8) hours each month of community service as required by federal and local rules and regulations A copy of the Authority's Neighbor to Neighbor Program will be available in the Property Management office or the Central Office of the Authority.

**9.2 Exemptions.** Exemptions are granted during recertification or through a written request and approval by the Authority and may require supporting documentation. The exemptions are listed in 14 District of Columbia Municipal Regulations§ 6214.3, as amended.

**9.3 Annual Reporting.** Each adult family member required to participate shall provide information requested by the Authority including but not limited to the following as part of the Lessee's recertification package:

**9.3.1** A signed statement by each adult describing the activity(ies) undertaken in order to comply with the community service requirements and pursued by the adult since the Lessee's last recertification.

**9.3.2** A certification of the hours of service provided.

**9.3.3** A signed release from each family member required to participate authorizing the Authority to obtain verification of any information reported.

**9.3.4** Any other information reasonably requested by the Authority to verify compliance with the Community Service Requirement.

## **ARTICLE X. RECERTIFICATION.**

**10.1 Applicable Laws.** All rent, unit bedroom size determinations and rent adjustments shall be made in accordance with applicable federal and local regulations and are subject to review and adjustment annually or such other periodic time as may be set by the Authority from time to time by regulation.

**10.2 Lessee's Reporting Obligations.** The information that the Lessee must submit to the Authority, within the time frame and on the forms as may be required, includes but is not limited to the following:

**10.2.1 Family Composition.** Lessee shall provide the full name, gender, social security number and date of birth for each Household Member. Lessee shall report, within 30 days, any changes in family composition. The requirements for adding Household Members are addressed in Section 3.3 of this Lease. The requirements for removing Household Members are addressed in Section 3.2 of this Lease.

**10.2.2 Income.** For each Household Member, Lessee shall provide to the Authority a listing of the exact amount of income or benefits, from whatever source and the exact source of the income or benefit. This information shall also be provided for any Household Member when added to the Family Composition. Any Household Member who begins employment or begins to receive any benefits, or other source of income shall report said change to the Authority within 30 days thereof. Any changes in income including increases or decreases shall be reported within 30 days to the Authority.

**10.2.3 Educational Enrollment or Attainment:** Lessee shall provide to the Authority proof of the Lessee's and/or any Household Member's enrollment in an educational facility and shall provide this information for any Household Member that Lessee is seeking to add.

**10.2.4 Community Service.** Lessee shall provide proof to the Authority of the Lessee's and any Household Member's compliance with any applicable community service or alternative economic self-sufficiency activities as required under Article VIII hereunder.

**10.2.5 Complete and Accurate Information.** Lessee shall furnish complete and accurate information in meeting all Reporting Obligations as set forth herein for use by the Authority in conducting regular or interim recertification or whenever there is a change in family composition, or family income. Lessee shall obtain from other Household Members such supplemental information and required signatures when submitting such information as the Authority may require from time to time. Lessee may be required to attend a personal interview or to submit documentation in person for any regular or interim recertification.

**10.3 Documentation, Releases and Verification.** The documentation, releases and verification that Lessee must provide are as follows:

**10.3.1 Form of Submission.** Information must be submitted on forms provided or otherwise authorized by the Authority. Submission of supporting documents without the required forms is insufficient to complete recertification. Oral submission of information, either in person, or by telephone is insufficient to complete any reporting obligation or recertification.

**10.3.2 Timely Submission.** Lessee must submit to the Authority a complete recertification packet within the time specified by the Authority, which shall be at least thirty days.

**10.3.3 Documentation of Information Provided.** Lessee shall provide to the Authority written documentary proof of all information submitted by Lessee when required by the Authority. Lessee shall also provide to the Authority any additional information requested by the Authority in order for the Authority to make determinations including monthly rent, continued eligibility, accessibility needs and appropriate unit size.

**10.3.4 Verification of Information Provided.** All information provided to the Authority is subject to third party verification. Lessee shall comply with all requests for verification of information submitted for recertification by:

(i) Signing releases for third-party sources of information to enable the Authority to verify this information;

(ii) Presenting documents for review, when requested by the Authority; and/or

(iii) Providing other suitable forms of verification as reasonably determined by the Authority.

**10.3.5 Burden of Proof.** Lessees who wish to remove a Household Member from the Household Composition have the burden of proof that such person has permanently vacated the Leased Premises and must submit documentation as required in Section 3.2.

**10.4 Failure to Report.** If the Lessee has misrepresented or failed to submit timely to the Authority any facts used in the determination of rent, whether intentionally or by mistake, the Authority may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted timely by the Lessee. This amount, the basis for the charge, and notice of the Lessee's grievance rights will be made available to the Lessee in writing by the Authority. This amount shall be posted to the Lessee's account and the Lessee's rent statement and shall be due 30 days from the date of the written notification. A failure to accurately report income, deductions, family composition, or any other information may result in legal action being taken by the Authority or other law enforcement agencies.

**10.5 Rent Review.** The Authority shall have the right to require the Lessee to attend a rent review meeting upon written request. Lessee may request a rent review through the manager of his property at any time upon written request. Lessee shall attend any meetings held to conduct the rent review at the time and place specified by the Authority or, if requested by the Lessee, at an alternative time during normal Authority hours. Lessee shall provide to the Authority complete and accurate information, including documentation, as specified by the Authority.

**10.6 Rent Determinations.** Based on information provided as described herein above, the rent charged shall be the lesser of:

**10.6.1** A fixed amount determined by the Authority for the Development ("market-based rent");

**10.6.2** An amount based on a percentage of household income; or

**10.6.3** An amount or percentage fixed from time to time by the Authority by regulation.

**10.7 Changes in Rent.** Rent changes shall be accomplished in the following manner:

**10.7.1 Notice of Rent Determination.** Any change in Monthly Rent, either an increase or decrease, shall be stated in a Supplement to the Lease which shall, upon issuance, be sent to the Lessee and noted on the Lessee's rent statement.

**10.7.2 Effective Date of Rent Increase.** If the Authority increases the Monthly Rent pursuant to a regular or interim recertification or any other rent review or other reexamination that may be conducted by the Authority, the new Monthly Rent shall be effective on the first day of the second month following the completion of the review and notice to Lessee. If Lessee fails to report a change in any information required hereinabove, within the required time, the Authority may make the increase retroactive to the date that the increase should have occurred if the change was timely report and would have resulted in a rent increase.

**10.7.3 Effective Date of Rent Decrease.** If the Authority decreases the Monthly Rent pursuant to a regular or interim recertification or other rent review or reexamination, the new Monthly Rent shall be effective on the first day of the month following the date that the Lessee submitted all verifiable information that is required to be submitted by the Lessee on the forms provided or otherwise authorized by the Authority indicating a change in circumstances relevant to the calculation of rent. Decreases may, at the discretion of the Authority, be applied retroactively depending on the date of the month information is provided and the time for review and verification.

**10.7.4 Effective Date of Rent Reduction Related to Public Assistance Benefits.** Any reduction in rent related to the reduction of public assistance benefits, will be effective at the time the Authority

obtains written notification from the relevant agency verifying the benefits reduction or the date that the Lessee submits all verifiable information that is required to be submitted by the Lessee, whichever is earlier. Rent will not be reduced because of a reduction in welfare or public assistance benefits due to failure of any Household Member to participate in an economic self-sufficiency program required by the welfare agency, or because of an act of fraud by the Lessee or any Household Member in connection with a welfare program.

**10.8 Report to Third Party Vendor.** Lessee shall immediately provide updated information concerning all changes in rent and rent status to third parties who are paying rent each month on behalf of the Lessee. Lessee shall provide proof of such updates to the Authority. Any credit for overpayment of rent shall be posted to the Lessee's rental account and will be applied accordingly. If a Third Party Vendor fails to pay rent in the correct amount, or fails to pay any rent, the Lessee remains responsible to make full payment within the time period allowed for payment of rent hereunder.

## **ARTICLE XI. TRANSFERS.**

**11.1 Approval/Disapproval.** All transfers to another unit at the same or a different Development shall be approved or disapproved in accordance with applicable Federal and Authority rules, regulations, policies and procedures.

**11.2 Transfers Initiated by the Authority.** Transfers initiated by the Authority are mandatory and the Authority will bear the cost of all such transfers. The Authority may require the Lessee to transfer to another Leased Premises if:

**11.2.1** The size of the Leased Premises is no longer appropriate for the Household composition;

**11.2.2** The physical condition of the Leased Premises, in the Authority's sole discretion, poses a threat to the life, health or safety of any person;

**11.2.3** The Authority is planning to make significant repairs or modernization upgrades to the Leased Premises or building.

**11.2.4** The Leased Premises or building is expected to undergo future rehabilitation or demolition in accordance with an Authority or HUD approved relocation plan;

**11.2.5** The Leased Premises has special features that neither the Lessee nor the Lessee's Household Members need and the Housing Authority determines another family needs the special features available at the Lessee's Leased Premises;

**11.2.6** Any other conditions of hardship exist as determined by the Authority or to effectuate the Authority's goals or objectives.

**11.3 Transfer on Lessee's Request.** A Lessee may request a transfer, for the following reasons, which if approved by the Authority, will place the Lessee on a transfer waiting list in accordance with priorities and preferences specified in the Authority's regulations:

**11.3.1** When a Household Member has a verified need to live in a unit with special features (e.g. accessibility features) that are not available or cannot be provided at the current Leased Premises or as a reasonable accommodation for a disability;

**11.3.2** For public safety reasons where the Lessee or a Household Member has reported a threat to the personal safety of the Lessee or a Household Member that is verified and documented by the Authority's Police Department or any other police department or law enforcement agency authorized to operate in the District of Columbia, or where the Lessee or a Household Member is a victim of domestic violence as defined in Section 18.2 and documents the threat to personal safety as specified in Section 18.2.1;

**11.3.3** A change in household composition that exceeds the Authority's occupancy standards; or

**11.3.4 Lessee's personal preference.**

**11.4 Transfer Request Processing.** Transfer requests shall be made in writing and may require the submission of supporting documentation, including documentation from third parties.

**11.4.1 Approval.** Transfer requests, other than those in 11.3.1 above, may be approved or denied at the sole discretion of the Authority. If the Lessee's request is approved, the Lessee's name will be placed on the waiting list with other Lessees requesting transfers based on date and time of application. Lessee is not entitled to be placed at the top of the transfer waiting list.

**11.4.2 Timing of Transfer.** Upon approval of a transfer request, the transfer will be made when an appropriate size unit with any special features, if required, becomes available, and the Lessee's request is at the top of the transfer list for the unit that has become available.

**11.5 Transfer Process.** When the Authority determines that the Lessee must transfer to another unit, or when the Lessee has made a written request for a transfer, the Authority will mail or deliver a notice to Lessee which explains why a transfer is required, or which approves or denies Lessee's request.

**11.5.1 Time to Transfer.** Lessee shall move to the new unit within ten (10) days after receipt of notice that a new unit is available.

**11.5.2 Transfer Costs.** Mandatory transfers that are initiated by the Authority and transfers made as reasonable accommodation shall be at the expense of the Authority. All other transfers are at the expense of the Lessee.

**11.6 New Lease; Continued Liability.** All causes of action of any nature whatsoever available to the Authority at the Leased Premises governed by this Lease, shall be automatically transferred to, and actionable by, the Authority at the new unit after transfer, whether such transfer is mandatory or voluntary, as herein specified:

**11.6.1 Causes of Action.** Any pending legal action, notice to vacate, notice to cure or vacate, any consent judgment or stipulation of settlement in effect under this Lease, shall automatically transfer and become part of the tenancy and lease at the transfer unit. Moreover, the Authority may move to enforce the same under the terms of the lease for the transfer unit and Lessee shall be deemed to have consented to any amendment thereof so that the relief or action may be effectuated under the lease for the transfer unit.

**11.6.2 Monies Owed.** All rent, and other charges or credits shall be automatically transferred and all such amounts shall be due and owing to the Authority at the premises where the Lessee now leases and resides. Failure to pay amounts incurred at any Leased Premises leased by the Lessee and owned by the Authority may result in eviction from any premises that the Lessee is in possession of at the time of eviction proceedings.

**ARTICLE XII. KEYS, LOCKS, SECURITY AND OTHER ENTRY DEVICES.**

**12.1 Keys and Locks.** The Authority agrees to provide the Lessee two sets of keys for the Leased Premises and, where applicable, one set of keys for the mailbox and other entry devices as applicable upon execution of this Lease.

**12.2 Lock-Out Service.** The Authority is not obligated to provide lock-out service to any Lessee and reserves the right to deny such service. The Authority is not obligated to provide lock-out service to anyone other than the Lessee or an adult Household Member.

**12.2.1 Additional Locks, Keys and Security Devices.** The Authority may, at its sole discretion, provide additional keys at an additional charge to the Lessee.

**12.2.2 Key Copies.** If Lessee secures a lock-smith or otherwise obtains entrance to the Leased Premises which results in a change to the locks; Lessee shall immediately provide a copy of such key to the Authority.

**12.3 Changing Locks, Keys and Adding Security Devices.** The Lessee shall not install additional or different locks, bars or gates on any door, window or other entry devices including security devices ("Security Devices") without the prior written consent of the Authority and without providing management with keys or entry codes for the approved replacement locks or Security Devices within 24 hours of the date the items are installed.

**12.3.1 Sole Cost and Risk of Lessee.** Any installation of Security Devices will be at the Lessee's sole risk and cost. If the Lessee installs Security Devices without the written consent of the Authority, the Authority has the right to remove such items at any time at the sole risk and cost of the Lessee.

**12.3.2 Restoration and Removal.** Any Security Devices installed, with or without the written consent of the Authority, will be deemed fixtures and will become the Property of the Authority unless the Lessee is given prior written permission to remove such items. In such instance, the Lessee shall remain liable for the cost of removal and the cost of returning the Leased Premises to its original condition.

### **ARTICLE XIII. FIRE.**

In the event of a fire caused intentionally or by the neglect or negligence of the Lessee or Others, then:

**13.1 No Abatement of Rent.** No rent will be abated, and Lessee will be responsible for paying all monthly rent until the earlier of the end of the Lease term or if Lessee has not vacated the Leased Premises prior to the end of the Lease term, such time as the Lease is terminated by DCHA.

**13.2 Fire Repair.** The Authority shall be responsible for the repair of the unit within a reasonable period of time.

**13.3 Repair Charges.** Lessee is responsible for the payment of the lesser of the:

**13.3.1** Costs for the repair of the fire damage, or

**13.3.2** The insurance deductible, if any, afforded by any insurance policy held by the Authority and applicable to the damages caused by the fire at the Leased Premises or the Development.

**13.4 Transfer Obligation.** The Authority shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable period of time. Any offer of the Authority to transfer a Lessee due to fire does not obviate the charges or liability of the Lessee under this Article XIII.

**13.5 Termination of Lease.** The Authority may terminate this Lease for any fire on the Leased Premises caused intentionally or negligently by the Lessee or Others that has resulted in a risk to the health or safety of any person or damage to property.

### **ARTICLE XIV. PETS AND SERVICE ANIMALS.**

**14.1 Pets.** Pets are not permitted at any Development, except for Lessees who owned a pet at an Elderly Only or Mixed Population Development prior to May 1, 2005 and provided the pet was of an eligible variety and registration was timely completed.

**14.2 Service Animals.** Lessees and Household Members with disabilities are permitted to own a service animal at any Development provided the animal is necessary and approved as a reasonable accommodation for the disability.

**14.3 Requests for Reasonable Accommodation.** Lessee and Household Members who require a service animal as a reasonable accommodation must request the accommodation in accordance with the Authority's reasonable accommodation policy. Lessees who are approved to have a service animal as a reasonable accommodation may keep the animal provided they comply with the Authority's rules and regulations, as posted from time to time in the Property Management office

### **ARTICLE XV. INSPECTIONS AND ENTRIES.**

**15.1 Initial Inspection - Move In.** The Authority and the Lessee shall inspect the Leased Premises before the Lessee takes occupancy. The Authority shall furnish the Lessee with a written statement of the condition of the Leased Premises and the equipment provided with the Leased Premises. The Lessee and the Authority shall sign the inspection report, and a copy shall be kept in Lessee's file.

**15.2 Scheduled Inspections.** The Lessee shall permit the Authority, upon advance written notice, to enter the Leased Premises during normal business hours so that the Authority may perform routine inspections or maintenance, make improvements or repairs, take photographs or otherwise document the condition of the unit or repairs, or to show the Leased Premises. A written statement specifying the purpose of the entry will be delivered to the Leased Premises at least forty-eight (48) hours in advance. Delivery may be made by placing the notice on or under the main entrance door of the Leased Premises.

**15.3 Unscheduled Inspections.** The Authority may enter the Leased Premises at any time without advance notice when it has cause to believe that an emergency exists, or when the Lessee has agreed to such entry. If at the time of entry no adult Household Member is present, then the Authority shall leave in the Leased Premises a written statement specifying the date, time and purpose of the entry.

**15.4 Final Inspection - Move Out.** A final or move-out inspection is conducted in accordance with the provisions of Article XVI hereof. The Authority will provide the Lessee with a written statement of the damage to and repair of the unit for which the Lessee is responsible. The statement will be mailed to the lessee's forwarding address, if provided, and if not, to the last known address. Lessee is responsible for the cost of repair for all damage to the Leased Premises, wear and tear excepted.

## **ARTICLE XVI. MOVE-OUT/REFUND OF DEPOSIT.**

**16.1 Move-Out Inspection.** The Authority shall conduct a move-out inspection, which move-out inspection may be attended by the departing Lessee.

**16.2 Forwarding Address.** Lessee shall furnish a forwarding address for the purposes of either forwarding the Lessee's refund check, or a bill for additional monies due to the Authority with a written statement of the damage to the Leased Premises for which the Lessee is responsible. If no forwarding address is provided then the Authority shall mail notice of any refund or outstanding charges to the Lessee's last known address.

**16.3 Returning all Keys.** The Lessee shall return all keys and other entry devices whenever the unit is vacated. Failure to return keys or other entry devices will result in a charge in accordance with a Schedule of Charges as posted in the Property Management office.

**16.4 Proper Notice.** If Lessee vacates the Leased Premises without providing proper notice of intent to vacate in accordance with Articles XIX and XXI of this Lease, Lessee shall be deemed to have relinquished any right to possession of the Leased Premises, or remaining household goods. Leaving keys without written notice or signing an official vacate form is not proper notice hereunder.

### **16.5 Security Deposit Refund.**

**16.5.1 Inspection Required.** No portion of the deposit shall be returned until the Authority has made an inspection of the Leased Premises.

**16.5.2 Amount of Refund.** The amount of the security deposit to be refunded shall be the original amount deposited by the Lessee reduced by the following:

- (i) The cost of repairs to the Leased Premises due to the Lessee's abuse or neglect, normal wear and tear excepted;
- (ii) Any delinquent rent, and
- (iii) Any other charges.

**16.5.3 Insufficient Deposit.** If the security deposit is insufficient to cover the charges referred to



in 16.5.2(i) the Lessee shall be billed for the difference and the amount posted to the Lessee's account. The Authority may take any appropriate legal action to collect such amounts.

#### **16.5.4 Return of Deposit.**

(i) If the Authority determines that all of the security deposit is to be returned to Lessee, payment will be tendered to the Lessee within forty-five (45) days of termination of tenancy.

(ii) If a partial or no refund of the security deposit is due, notice of the Authority's intention to withhold or apply the security deposit to charges will be sent to the Lessee within forty-five (45) days of termination of the tenancy, and payment of any remaining refund will be tendered thirty (30) days thereafter.

### **ARTICLE XVII. AUTHORITY RESPONSIBILITIES.**

**17.1 Maintenance.** The Authority shall maintain the Leased Premises and the Development in a decent, safe and sanitary condition, including all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Authority, including:

**17.1.2** Making necessary repairs to the Leased Premises;

**17.2.3** Keeping buildings, facilities and common areas not otherwise assigned to Lessee for Lessee's exclusive use, maintained in a sanitary and safe condition.

**17.2 Compliance with Applicable Laws.** The Authority shall comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety.

**17.3 Utilities.** The Authority shall provide, subject to the conditions identified, the following utilities:

**17.3.1** Hot and cold running water, except where hot water is operated by installation within the exclusive control of the Lessee and supplied by a direct utility connection.

**17.3.2** Gas and/or electricity for the provision of heat, lighting and the operation of ranges, refrigerators, and general household appliances, except where such utilities are operated by an installation within the exclusive control of the Lessee and supplied by a direct utility connection, or where an additional appliance is used by the Lessee with the written approval of the Authority.

**17.3.3** Air conditioning to those housing developments designated for occupancy by elderly or disabled families or at family properties where air conditioning is an existing part of the building systems, otherwise the Authority has no obligation to provide window air conditioners.

**17.4 Trash Facilities.** The Authority shall provide and maintain appropriate receptacles and facilities for the Development for the deposit by Lessee of garbage, rubbish, and other waste the Lessee removes from the Leased Premises.

**17.5 Reasonable Accommodation.** The Authority shall provide, at the request of the Lessee, a Household Member, or someone acting on behalf of the Lessee or Household Member, and upon receipt of documentation or information the Authority has verified, a reasonable accommodation of a disability of any Household Member to the extent required by law.

**17.6 Pest Service.** The Authority shall provide pest extermination service on a regularly scheduled basis.

**17.7 Package Delivery.** The Landlord or its agents are NOT obligated to receive any packages or other articles delivered to the Leased Premises for the Lessees. Should Landlord receive any such packages or articles the Landlord in so doing shall be the agent of the Lessee and no bailor-bailee relationship shall exist between the Landlord and the Lessee.

### **ARTICLE XVIII. ADDITIONAL LESSEE OBLIGATIONS.**

In addition to the other obligations set forth in this Lease, Lessee and all Others, as set forth in Article IV hereof, must comply with the obligations and prohibitions of this Article XVIII.

**18.1** Lessee is responsible for all actions or inactions of all Others as identified in Article IV and compliance with all the obligations and prohibitions imposed on Lessee by this Article XVIII, and Lessee and all Others are obligated as follows:

**18.1.1** To act in a manner that will not disturb the other residents' or management staffs' peaceful enjoyment of the entire Development and will be conducive to maintaining the Development in a decent, safe and sanitary condition;

**18.1.2** To not engage in the manufacture, sale, or distribution of any alcoholic beverages or openly consume alcoholic beverages in any common areas in the Development or otherwise consume alcoholic beverages in a manner that impairs the physical or social environment of the Development or the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or Authority staff.

**18.1.3** Lessee shall not flee to avoid prosecution or custody or confinement after conviction, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; or violate a condition of probation or parole imposed under federal or state law.

**18.1.4** The Lessee, Household Member or Guest, or other person shall not engage in any:

(i) Criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development; or

(ii) Drug-related Criminal Activity on or off the Leased Premises or the Development.

**18.1.5** To assure that others under the Lessee's control, as identified Article IV hereof, not engage in any:

(i) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Development by other lessees; or

(ii) Any Drug-related Criminal Activity on the Leased Premises or the Development.

**18.1.6** To not engage in any violent criminal activity or be in possession of any firearm or ammunition for a firearm.

**18.1.7** The Lessee is strictly liable for violations of Sections 18.1.4, 18.1.5 and 18.1.6

**18.2** Notwithstanding the provisions of 18.1, if the incident of criminal activity was a result of or involved domestic violence, dating violence or stalking (as defined herein below and referred to hereinafter as "Domestic Violence") against Lessee or a Household Member then such incident is not a violation of the Lease by the victim and cannot provide the basis for a notice of termination.

**18.2.1** Where the Authority has reasonable cause to believe that the incident of criminal activity was a result of or involved domestic violence against the Lessee or a Household Member, and the Lessee's or the Household Member's continued tenancy does not pose an actual or imminent threat to other residents or employees of the Authority, the Authority will issue a written request to the Lessee or the Household Member if the Lessee is the aggressor, requesting that the Lessee or Household Member provide the Authority with evidence and certify that the incident was the result of or involved domestic violence within fourteen (14) days of receipt of the written request. Acceptable evidence may take the form of:

(i) A written certification from Lessee, in the form specified by the Authority, which certification shall include:

(a) The name of the perpetrator and the Lessee or Household Member who Lessee believes is a victim of Domestic Violence, Dating Violence or Stalking;

(b) A brief description of the incident of violence or stalking which Lessee believes to be bona fide incidents of actual or threatened abuse and such other requirements determined by the Housing Authority; or

(ii) Documentation that meets the following requirements:

(a) Signed under penalty of perjury by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the Lessee or Household Member has sought assistance in addressing Domestic Violence or the effects of the abuse, and

(b) Attested or signed by the Lessee or Household Member who is the victim of Domestic Violence; and

(c) Stating that the incident or incident in question is a bona fide incident of abuse, and the Lessee or Household Member is a victim of Domestic Violence; or

(iii) A certified copy of a Federal, State or local police or court record of the actual or threatened violence or abuse.

**18.2.2** If the Lessee or Household Member does not provide the Authority with acceptable evidence and certification within fourteen (14) days of receipt of the Authority's written request, the Authority may issue a thirty (30) day Notice to Vacate to the lessee. All Notices to Vacate issued by the Authority, regardless of whether the Notice to Vacate was preceded by a (14) day written request for information and certification regarding domestic violence, shall instruct the Lessee that if the incident underlying the Notice to Vacate was a result of or involved domestic violence, the Lessee or a Household Member may submit a certification to and evidence of domestic violence to the Authority before the expiration of the notice. If the evidence and certification are sufficient to substantiate the Lessee's or Household Member's claim of domestic violence, the Authority shall withdraw the Notice to Vacate except as to the perpetrator(s).

**18.2.3** No provision within 18.2.1 or 18.2.2 shall be deemed to limit the right of the Lessee or a Household Member to raise the protections contained within D.C. Code § 42-3505.01(c-1), as amended or recodified, in defending against an action brought by the Authority.

**18.3** In accordance with the authority provided at 42.U.S.C. 1437d, the Authority may bifurcate this Lease in order to evict, remove or terminate assistance to the Lessee or Household Member who has engaged in criminal acts of physical violence against Household Members or others, without evicting the victim of such violence who is either the Lessee or a Household Member.

**18.4** For purposes of this Article XVIII, the following definitions, presumptions and determinations apply:

**18.4.1** The Authority has the right to terminate this Lease in the event the Lessee or Others engage in illegal activity even in the absence of an arrest or conviction.

**18.4.2** A "Guest" is a person temporarily staying in the Leased Premises with the consent of a Lessee or other Member of the Household who has express or implied authority to so consent on behalf of the Lessee.

**18.4.3** "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use, or possession with intent to manufacture, sell, distribute or use a controlled substance as defined by Federal and State law.

**18.4.4** "Domestic Violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction including but not limited to victims of

intrafamily offences under D.C. Code § 16-1001(5), as amended or recodified.. Domestic Violence as used elsewhere in this Article XVIII includes Dating Violence and Stalking as herein below defined.

**18.4.5 "Stalking" means:**

- (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate;
- (ii) To place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (iii) In the course of or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of or serious bodily injury to or to cause substantial emotional harm to that person, a member of the immediate family of that person or the spouse or intimate partner of that person.

**18.4.6 The term "immediate family member" means:**

- (i) a spouse, domestic partner, parent, brother, sister, child of that person, or an individual to whom that person has legal custody, or an individual to whom that person stands in loco parentis; or
- (ii) any other person living in the household of that person and related to that person by blood or marriage.

**18.4.7 "Dating Violence" for purposes of this Lease means violence committed by a person:**

- (i) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (ii) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (a) The length of the relationship;
  - (b) The type of relationship; and
  - (c) The frequency of interaction between the persons involved in the relationship.

**ARTICLE XIX. TERMINATION BY LESSEE.**

**19.1 Notice to Vacate.** Lessee may terminate this Lease by giving at least thirty (30) days written notice on forms required by the Authority that are submitted to the Property Manager, completed with the assistance of the Authority if necessary.

**19.2 Lessee's Obligations upon Vacating.** Lessee shall

**19.2.1** Leave the Leased Premises in as clean and good condition as Lessee received at the start of Lessee's occupancy; wear and tear excepted; and

**19.2.2** Return all keys to the Authority.

**19.3 Lessee's Death.** If Lessee dies and there are no remaining adult Household Members living in the Leased Premises at the time of Lessee's death then the following applies:

**19.3.1** This Lease shall terminate.

**19.3.2** The Authority shall have the right to reenter and secure the Leased Premises.

**19.3.3** The Authority shall contact the person(s) who the Lessee has designated, in writing, to take possession of Lessee's personal property. Access to the Leased Premises will be granted only to any such designated person, or to the Lessee's personal representative, administrator or guardian.

**19.4.4** Once the Authority has made efforts to contact the Lessee's designated contact person and has not been able to make contact within 30 days, the Authority reserves the right, after posting notice on and under the door of the Leased Premises, to dispose of all household belongings from the Leased Premises, and Lessee hereby consents to such disposition of personal property.

**19.4 Rent Liability After Vacating the Leased Premises.** The Lessee shall be liable for rent until the earlier of the time the Authority has taken possession of the Unit in accordance with the provisions of this Lease, or such time as all of the following are completed:

**19.4.1** The proper written notice has been given;

**19.4.2** The required vacate forms are completed with the assistance of the Authority if necessary;

**19.4.3** The keys are turned in; and

**19.4.4** Lessee and all Household Members, and Others, as identified in Article IV, have vacated the Leased Premises.

**19.5 No Right to Continued Occupancy.** Termination requires that the Lessee and all other Household Members, as well as all Others as identified in Article IV hereof, vacate the Leased Premises on or before the date specified in Lessee's written notice. If the Lessee is no longer in occupancy of the unit or vacates without proper notice or is deceased, a remaining household member, or another adult identified in the applicable regulation, must notify the Authority of the Lessee's death or departure within (14) days of the date the Lessee vacates the Leased Premises or dies. Within (30) days thereafter, or within (14) days of the Authority's issuance of a Notice to Vacate the premises, whichever is later, in order to sustain continued occupancy for the remaining household members at the Leased Premises, the remaining household member or other adult must submit a written application to become head of household.. If an application for continued occupancy is filed during the required time period, Household Members or Others identified in Article IV hereof, may continue in occupancy until a determination on such application is made, otherwise they have no right to continue to occupy the Leased Premises and thereafter the Authority may serve a notice to vacate.

## **ARTICLE XX. TERMINATION BY AUTHORITY.**

**20.1 Breach of Lease.** The Authority may terminate this Lease for any serious or repeated breach of the material terms of this Lease by Lessee or any Others as identified in Article IV herein above.

**20.2. Additional Events That Cause Termination.** This Lease may also be terminated by the Authority and the Leased Premises repossessed, in the event of:

**20.2.1 Failure to Execute a New Form of Lease.** Lessee's failure to sign a new lease or addendum to the lease agreement at the request of the Authority in accordance with applicable federal regulations.

**20.2.2 Sex-Offender Registration.** If the Authority receives verified information that the Lessee or any Household Member, or any Others identified in Article IV hereof, is subject to a lifetime sex offender registration requirement.

**20.2.3 Representations.** Any representations made on the lease application or any recertification documents, which are materially false or fraudulent. .

**20.3 Notice of Termination.** Authority shall terminate this Lease by giving Lessee a (30) day Notice to Cure or Vacate or a Notice to Vacate, or a Notice to Quit, stating:

**20.3.1** The specific grounds for the termination;

**20.3.2** Lessee's right to examine documents directly relevant to the termination;

**20.3.3** Lessee's right to make such reply as Lessee may wish; and

**20.3.4** Lessee's right to request a grievance hearing, unless that right is not permitted under applicable regulations and this lease; and

**20.3.5** If the Lessee has a right to cure a lease violation, the Authority shall detail the necessary action the Lessee must take to cure the violation.

## **ARTICLE XXI. NOTICES**

**21.1 Notice To Lessee.** Any notice to Lessee shall be in writing and shall be:

- (i) Personally delivered to Lessee; or
- (ii) Personally delivered to any adult Household Member; or
- (iii) Sent by first-class mail to the Leased Premises and addressed to the Lessee; or
- (iv) Delivered by placing a notice on or under the main entrance door of the Leased Premises.
- (v) Or as otherwise required by federal and District of Columbia Law applicable to the Authority

**21.2 Notice To Authority.** Notices to the Authority shall be in writing unless otherwise provided herein and delivered to the Property Management Office or the Central Office of the Authority either:

**21.2.1** Personally delivered to an appropriate official who has provided a signature of receipt, which receipt shall be retained as proof of delivery; or

**21.2.2** Sent by first-class mail properly addressed and postage prepaid, or by registered or certified mail with a receipt which shall be retained as proof of delivery by Lessee.

### **21.3 Notice of Adverse Action.**

**21.3.1** The Authority shall give written notice to Lessee of any adverse action. As used in this Lease, "adverse action" includes, but is not limited to, involuntary transfer, rent re-determination, violations of the Community Service Requirements or Community Living Standards or any other policy, rule or procedure of the Authority, imposition of maintenance charges, excess utility charges, damage charges, late charges or any other charges hereunder.

**21.3.2** The notice shall state the specific grounds for the adverse action by the Authority and, if applicable, shall inform the Lessee of the right to request a hearing under the Authority's Grievance Procedures.

**21.3.3** Nothing in 21.3 is intended to waive the Lessee's right to receive a Notice to Vacate, Notice to Quit, or a Notice to Cure or Vacate in the event of a Lease violation.

### **21.4 Notice of Policy Changes.**

**21.4.1 Except as otherwise required by law,** and in accordance with federal and local law the Authority shall give Lessee thirty (30) days prior written notice of any proposed change to the standard dwelling lease form, list of maintenance or other charges provided for hereunder, the Grievance Procedure, Community Service Requirements, Community Living Standards, transfer, rent and occupancy policies, rules of occupancy and any other Authority policy which is and shall be incorporated into this Lease as of such date as specified by the Authority.

**21.4.2** The notice shall advise Lessee that the Authority will consider all written comments from Lessees about the proposed changes before they become effective. A copy of any proposed policy shall be made available at the Property Management office for the Development as well as the Authority's Central Office.

**21.4.3** Changes to Authority policies, after the notice and comment opportunity provided hereinabove, shall not require a written addendum to this Lease and will be incorporated into the Lease once final. Any change in federal regulations required to be incorporated in the Authority's standard form lease, shall be deemed to be incorporated herein immediately, notwithstanding the provisions for notice and comment hereunder, upon final publication of such federal regulation.

## **ARTICLE XXII. GRIEVANCE PROCEDURE.**

**22.1 Grievance Generally.** The grievance procedures are contained in 14 District of Columbia Municipal Regulations (DCMR) Chapter 63. A copy of the regulations is available for inspection in each DCHA Property Management office, DCHA regional offices, and the central office in the Office of Fair Hearings. The lessee is issued a copy of the grievance quick guide at lease-up or recertification.

**22.2 Access to the Grievance Process.** The grievance process is available only to lessees of Authority owned properties. Only the Lessee may file a grievance. If a Lessee believes that the Authority has taken an action or failed to take an action that adversely affects the Lessee's rights, duties, welfare or status the Lessee may file a grievance with the DCHA Office of Fair Hearings at the Authority's headquarters or the Property Management Office of the Development. For assistance call the Office of Fair Hearings at (202) 535-1245.

**22.3 Non-Grievance Issues.** The grievance process cannot be used to:

**22.3.1** To resolve disputes with other Lessees not involving any action by the Authority;

**22.3.2** Bring class action grievances;

**22.3.3** Contest a Notice to Vacate based on:

(a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Authority;

(b) Any violent or drug-related criminal activity on or off the premises; or

(c) Any criminal activity that resulted in a felony conviction of the Lessee or a Household Member.

**22.3.4** Initiate or negotiate changes generally to Authority policies or procedures;

## **22.4 No Limitations on Legal Action.**

**22.4.1** Lessees are not required to file a grievance prior to seeking resolution by filing legal action through the judicial process.

**22.4.2** The Authority is not precluded from filing for judicial action to take possession of the Leased Premises for a violation of this Lease, during the period of time that Lessee is entitled to file a grievance in accordance with the Authority's regulations as identified in 22.1 above. This section does not preclude the Lessee from requesting a stay of any judicial proceeding pending the outcome of the grievance process in accordance with D.C. law.

## **ARTICLE XXIII. MISCELLANEOUS.**

**23.1 Entire Agreement; Changes.** This Lease, any amendments hereto and all documents incorporated herein by reference, constitute the entire agreement between the parties, except as provided in Article X and Section 21.4.

**23.2 Written Addendum.** Any changes to this Lease, other than those provided for in Article X and 21.4 shall be made by a written addendum, dated and signed by both Lessee and the Authority.

## **23.3 Construction.**

**23.3.1** The various head notes and groupings of the provisions of this Lease are for convenience and reference only and are in no way intended and shall not be construed to limit or restrict the meaning or application of any of the provisions to which they refer.

**23.3.2** Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place herein in which the context may require such substitution.

**23.4 No Waiver.**

**23.4.1** The Authority's failure to insist in any one or more instances upon the strict observance of the terms of the Lease shall not be considered a waiver of the Authority's right thereafter to enforce the provisions of the Lease. The Authority shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the Authority. No waiver of any breach, of any condition or agreement contained herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof or of this Agreement.

**23.4.2** The receipt by Authority of rent, even with knowledge of the breach of any covenant or condition hereof, shall not be deemed a waiver of such breach or any other breach. Acceptance of rent by the Authority following service of a notice of termination of tenancy shall not be deemed a withdrawal of the notice or a waiver of the Authority's right to obtain possession of the Leased Premises. The acceptance of rent by the Landlord with or without the knowledge of such breach, shall in no way have any effect thereon, and shall not operate as a waiver of the breach.

**23.5 Lead-Based Paint.** The Lessee acknowledges receipt of all required information pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, Title X. Specifically, Lessees acknowledge receipt of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Form as well as the pamphlet, Protect Your Family from Lead in Your Home

**23.6 Rent Control.** It is understood and agreed that the housing accommodation is exempt from the D.C. rent control law.

**23.7 Receipt Acknowledgment.** Lessee acknowledges receipt of a copy of the D.C. Housing Regulations, Chapter 1, 101 and 106 and Chapter 3.

**23.8 Military Notification.** Lessee and a Household Member who is a spouse of a member of the Armed Forces of the United States represents that he or she is or is not presently in the United States Military Service, or any branch of the Armed Forces of the United States, and agree upon notice of induction or deployment to promptly notify the Landlord in writing by certified mail. Check those that apply:

- ☐ Lessee is **in** the Armed Forces
- ☐ Household Member is the Spouse of a person **in** the Armed Forces
- ☐ Lessee is **not in** the Armed Forces
- ☐ Household Member is **not** the Spouse of a person **in** the Armed Forces

**23.9 Service of Process.** Service of process or notice on any one Lessee shall constitute service of all Lessees. That Lessee agrees that the obligations of the Lessee are joint and several and the Lessee shall be jointly and severally liable for any breach or obligation of the tenancy.

**23.10 Severability.** If any of the terms or provisions of this Lease are found null and void or inoperative for any reason, the remaining provisions shall remain in full force and effect the language in all parts of this Lease shall, in all cases, be construed as a whole according to its plain meaning, and not strictly for or against any of the Parties.



**23.11 Electronic Signature.** Parties agree that the execution of this Lease by electronic signature shall be binding upon the Parties. The Parties further agree that an electronically stored copy of this Lease has the same legal effect and enforceability as a paper original.

**ARTICLE XXIV. REPRESENTATIONS.**

**BY SIGNING THIS LEASE, EACH LESSEE CERTIFIES, WARRANTS AND REPRESENTS THAT:**

**24.1** Lessee has read, or has had this Lease explained or read to him or her;

**24.2** Lessee understands the Lease and agrees to abide by the terms of the Lease;

**24.3** Lessee understands that the Leased Premises are provided as part of a federally funded program and certain provisions of this Lease, particularly relating to rent, occupancy and termination are designed to assure the proper use and fair allocation of a limited supply of federally assisted housing.

**24.4** Lessee and all Household Members shall occupy the Leased Premises as their primary residence as of the Effective Date of this Lease.

**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE(S)**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ADDENDA INCORPORATED**

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**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE(S)**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ADDENDA INCORPORATED**

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If you need a foreign language translator, please contact ADA/504/Language Access Department at (202) 535-2737 or ADA504@dchousing.org. Please allow at least 5 business days to make the necessary arrangements.

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Si necesita un traductor de idiomas extranjeros, comuníquese con ADA/504/Departamento de Acceso a Idiomas al (202) 535-2737 o ADA504@dchousing.org. Espere al menos 5 días hábiles para hacer los arreglos necesarios.

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Si vous avez besoin d'un traducteur, veuillez contacter ADA/504/Département d'accès linguistique au (202) 535-2737 ou à l'adresse e-mail ADA504@dchousing.org. Veuillez prévoir au moins cinq jours ouvrables pour nous permettre de prendre les dispositions nécessaires.

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如需外语翻译，请联系 ADA/504/语言服务部，电话 (202) 535-2737，邮箱 ADA504@dchousing.org。请预留至少 5 个工作日以作必要安排。

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외국어 통역사가 필요하시다면 (202) 535-2737 으로 또는 ADA504@dchousing.org 으로 ADA/504/Language Access Department [언어 액세스 부서]에 연락주세요. 필요한 준비를 위해 영업일 기준 최소 5일이 소요됩니다.

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Nếu quý vị cần biên dịch viên ngôn ngữ nước ngoài, vui lòng liên hệ với ADA/504/Bộ Phận Hỗ Trợ Ngôn Ngữ theo số (202) 535-2737 hoặc ADA504@dchousing.org. Vui lòng cho chúng tôi ít nhất 5 ngày làm việc để chúng tôi thực hiện những sắp xếp cần thiết.