



**PROVIDENCE HOUSING AUTHORITY**

100 Broad Street  
Providence, RI 02903  
(401) 751-6400



**DWELLING LEASE**

**Development No. 01**

**A. PARTIES AND DWELLING UNIT**

The parties to this AGREEMENT are the Housing Authority of the City of Providence, Rhode Island, (PHA) hereafter referred to as **PHA**, and:

**Name:**

**Date of Birth:**

1. Head of Household:

And

2. Co-Head of Household:

referred to jointly and severally as **TENANT**. The PHA agrees to lease to the Tenant dwelling unit number **0001**- located at **Providence, RI 02908**.

**B. LENGTH OF TIME (TERM)**

The initial term of this lease shall be for one year beginning on \_\_\_\_\_ and shall be automatically renewed for successive terms for 12 months after the first one year period unless terminated in accordance with Section O or P of this Lease, or in accordance with the laws of the State of Rhode Island.

**C. PERSONS TO RESIDE IN HOUSEHOLD**

NAME

DATE OF BIRTH

SSN

- 1
- 2
- 3
- 4.
- 5.

**D. AMOUNT AND DUE DATE OF RENTAL PAYMENTS**

- 1. **Monthly Payments:** Income Based or Flat Rent of \$0.00 per month, less the utility allowance (if applicable) of \$ equals Tenant Payment per month of \$0.00. This amount will be due and payable in advance by the first working day of the month. (Any changes in the amount of the monthly rent due to a change in family composition or income will be made in writing as an amendment to this lease.)
- 2. **Bi-Monthly Payments:** When requested, and for good cause, PHA will accept payments on a bi-monthly basis. Such payments will be \$ which is due and payable in advance by the first working day of the month and \$ which is due and payable in advance by the 16th calendar day of the month. If this method is approved, Tenant and PHA must sign here:

*I hereby request a bi-monthly payment schedule:*                      *The requested rent agreement is accepted:*

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**PHA**

\_\_\_\_\_  
**Tenant**

- 3. **Changing Schedule of Payment:** A change in payment schedule may be only made by a written addendum to this Lease, signed by both Tenant and PHA. Any changes shall be effective for rent due in the month following the month in which the change is requested.
- 4. **Method of Payment:** Payments are to be made by using the mailers and/or any other payment mechanism the PHA may institute and which are provided to all Tenants. However, if for any reason a Tenant does not have a mailer or access to other payment mechanism(s) he/she is still responsible for making the rent payment on time. Under no circumstances will cash be accepted for any payment.
- 5. **Rental Agreements:** When requested, and only for good cause, PHA may accept a rent agreement in lieu of rent.

**E. SECURITY DEPOSIT**

A security deposit of \$0.00 shall be paid to PHA by check or money order before the Tenant occupies a PHA dwelling unit.

PHA shall, within the time limit prescribed by Rhode Island State Law, return such deposit to the Tenant or furnish an itemized statement defining the reasons for the withholding of the deposit or any portion thereof. PHA may apply against such deposit any unpaid accrued rent and physical damages to the premises.

**F. UTILITIES ARE TO BE FURNISHED BY THE METHOD(S) CHECKED BELOW**

1. **Gas and Electricity:**

**Tenant** shall supply the:

**electricity**

**gas**

The Tenant shall be responsible for turning on and maintaining the service(s) under the Tenant's name. This will be verified by PHA. The Tenant agrees not to allow neighbor(s) or anyone else to share the utilities. PHA agrees to give a monthly utility allowance of \$\_\_ for electricity and \$ for gas for a total of \$ .

This amount will be subtracted from the Rent (as defined in Section D1 of this lease). The Tenant will be responsible for direct payment to the utility company. If the utility allowance exceeds the Total Tenant Payment the family is entitled to a utility reimbursement for the amount in excess.

**PHA** shall supply without additional charge:

**electricity**

**heat**

**hot water**

**water**

(In accordance with the standards set forth within the Housing Code of the City of Providence, Rhode Island.)

**PHA** agrees to furnish electricity in accordance with the following schedule:

The current utility rate is \$\_\_\_\_\_ per KWH. This "current rate" will be determined by an annual utility review. Any amount consumed in excess of the KWH Monthly Allowance will be billed and paid by the Tenant at the current rate as determined by the annual utility review.

2. **Appliances:**

**Air Conditioner Surcharge:** Tenants who are not entitled to a utility reimbursement will be charged for each installed air conditioner according to the current Air Conditioner Policy. The surcharge applies to Tenants who do not pay their own utilities and is based on the current utility rates and subject to change. The rates will be paid during June, July, August, and September of each year. Please refer to the PHA Website for the Air Conditioner Policy or request a copy from the management office.

PHA shall also supply a stove and refrigerator.

Tenants may supply and use heating units, air conditioning units, freezers, clothes dryers, and other similar appliances only with the prior written approval of PHA.

3. **Utility Consumption:**

The utility allowance schedule is based on utility consumption of major appliances such as heating furnace, hot water heater, range and refrigerator. The electricity allowance also includes consumption for minor electric appliances such as toasters and can openers. This schedule is posted at the PHA Office.

## **G. DAMAGE AND REPAIR**

Tenant agrees to refrain from, and cause his/her family, dependents, or invited household guest to refrain from destroying, defacing, damaging, or removing any part of the premises or dwelling except for normal wear and tear. **Tenant agrees to pay reasonable charges for repair of intentional, accidental or negligent damage to the leased premises caused by Tenant, his/her family, dependents or guests.** Tenants shall be charged for services performed by PHA because of Tenants' failure to adequately maintain the grounds on which the unit is located. Such charges shall be billed to the Tenant and a copy of such charges given to the Tenant. The cost shall be determined by a schedule of charges as posted in the PHA Office. Tenants may review the charges and the work order at the PHA Office. These charges shall be due in thirty (30) days.

## **H. LATE CHARGES AND PENALTIES**

### **1. Vacating the Apartment:**

a. During Year One of the Lease: If the Tenant vacates the apartment for any reason, he/she must pay rent for the 60 days after Tenant provides notice or until the apartment is re-rented, whichever is sooner. The Tenant must also pay for apartment reconditioning costs including cleaning and painting.

b. After Year One of the Lease: Tenant must provide to PHA a 30-Day Notice that Tenant is vacating the apartment. If this notice is not given, Tenant must pay rent for the 30 days after providing notice or until the apartment is re-rented, whichever is sooner.

**2. Charges for Late Payments and Returned Checks:** If the Tenant does not pay the full amount of rent shown in Section D-1 by the end of the 15th day of the month, PHA will assess a fee of \$10.00 on the 16th day of the month. PHA may terminate this Lease for failure to pay charges, for non-payment of rent, as well as for continuous late payment (more than three (3) times in any six (6) consecutive month period.) PHA may collect a fee of \$10.00 each time a check is not honored for payment.

## **I. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

**1. Redetermination:** At any time during the rental period, at least once a year for all Tenants, PHA will make a re-determination of rent, unless the family has opted to pay a Flat Rent. If the Flat Rent is chosen, the family will be recertified every three years. Dwelling size and eligibility will be reviewed annually. Tenant agrees to furnish accurate information and sign authorization forms to allow PHA to verify family income, composition and employment in order to determine whether the rent should be changed, whether the dwelling is still appropriate for Tenant's needs and whether the Tenant is still eligible for low-income housing. This determination will be made in accordance with Federal Regulations and the PHA Admissions and Continuing Occupancy Plan (ACOP) which is available on the PHA website or by request at the management office. Rent, as fixed in Section D-1 of this Lease or as adjusted pursuant to the above, will remain in effect for periods between regular rent determinations unless during such period:

- a) **Rent Decrease:** Tenant can show a change in his/her circumstances (such as a decline in income) which would justify a re-determination of rent. A downward adjustment in rent shall become effective immediately.
- b) **Rent Increase:** It is determined that Tenant's circumstances have changed so as to justify an increase in rent. Such adjustments in rent shall become effective the first of the month following a thirty (30) day notification period.

- c. **Misrepresentation:** It is found that Tenant or other resident has misrepresented the facts to PHA on which the rent or family size is based; said misrepresentation will result in the **termination of tenancy** or retroactive rental payments, or both. Increase in rent resulting from misrepresentation will become effective immediately, and a formal notice will be sent to the Tenant.
- d. **Failure to Provide Information:** Failure to furnish information requested by PHA shall result in termination of tenancy. The Tenant may request a meeting with PHA to discuss any change in rent resulting from the re-determination process. If the Tenant requests such a meeting, PHA agrees to meet with the Tenant and discuss how the Tenant's rent was computed.
- e. **Third-Party Verification:** All Tenants and residents 18 years old and over will be required to sign authorization forms to allow PHA to verify information from third parties.
- f. **Notification of Changes:** Tenant shall notify PHA within ten (10) days of any changes in the total family income or composition.

2. **Dwelling Size:** For Tenant-requested transfers, Tenant may elect to not move so long as Tenant notifies PHA in writing within ten (10) calendar days from when PHA notifies Tenant of the transfer in order for Tenant to rescind its request. In the case of all PHA-requested transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall ensure that all personal items are removed, the refrigerator and stove and floors are broom swept clean. Tenant shall be given 7 days time in which to move following delivery of a transfer notice. Failure to move within 7 days will result in a penalty charge of \$10.00 per day for each day until the final vacate inspection is complete and keys have been accepted by PHA. In cases where moves by professional moving companies cannot be scheduled within the 7 days, an additional 7 days may be granted with written documentation from the mover. For PHA-requested transfers/moves, if Tenant refuses to move, PHA may terminate the lease.

## J. TENANTS RIGHT TO USE & OCCUPANCY

- 1. **Guests and Visitors:** The Tenant shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable rights of the Tenant's guests or visitors. Prior written consent of PHA is required to care for foster children or to have a live-in-aide care for a member of the Tenant's family. **Prior written permission from PHA is required for all overnight guests or visitors who are staying three (3) days or more. Guest(s) shall not exceed fourteen (14) cumulative calendar days during any 12-month period. Guest(s) may not stay with Tenant more than seven (7) consecutive days at any time. Violation of this provision is grounds for Termination of this Lease.** Although a live-in aide or a foster child are not considered a permanent family member, these limitations do not apply to a live-in aide or foster child that PHA has approved to reside in the unit.
- 2. **Accommodations for Disabilities:** The Tenant may at any time during the residency, request reasonable accommodations for the disability/disabilities of a household member, including reasonable accommodations so that the Tenant can meet lease requirements or other requirements of residency. Upon submission of proper medical documentation and with the written consent of the Authority, a live-in aide may reside with the Tenant. Said consent shall not be unreasonably withheld. Live-in aide is defined as a person who resides with an elderly or handicapped person and who:

- a) Is determined to be essential to the care and well being of the person;
- b) Is not obligated for the support of the person; and
- c) Would not be living in the unit except to provide the necessary supporting services.

For purposes of this lease, a live-in aide shall not be considered a household member and shall be subject to rules and requirements pertaining to guests. A live in aide also will not have residual family member rights to the unit.

3. **Business Activities:** The tenant with prior written approval from PHA may use the unit for legal profit-making activities. The business activity must not prevent the family from living in the unit, and/or it must not disturb any neighbors' peaceful enjoyment of their premises.

## **K. PHA OBLIGATIONS**

### **Maintenance:**

1. To maintain the premises in decent, safe and sanitary condition.
2. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. To make necessary repairs to premises in a timely manner.
4. To maintain common areas, not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition;
5. To maintain in good, safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
6. To change the lock in a unit upon unit turnover.

### **Facilities:**

7. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant in accordance with the Tenant's obligations outlined in this Lease.
8. To supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to the local law), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat and hot water is generated by an installation within the exclusive control of the Tenant and supplied by direct utility connection.

### **Communication:**

9. To notify the Tenant of the specific grounds for any proposed adverse actions by the PHA (such as proposed lease termination, imposition of charges for maintenance and repair, excess utility consumption, etc.).

## **L. TENANT OBLIGATIONS\***

### **Maintenance and safety:**

1. Tenant shall not store inflammable or a large quantity of combustible material that would create a fire hazard, as defined by local fire regulators.
2. Tenant shall not smoke any substance - cigarette, cigar, etc. - in the unit or inside the building. Tenant must only smoke permitted substances outdoors in specifically Designated Smoking Areas, per the PHA's Smoke Free Housing Policy.
3. Tenant shall notify PHA promptly of known needs for repairs or maintenance or of any infestation of rodents, vermin or insects in the apartment.
4. Tenant shall keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition. This includes but is not limited to Tenant complying with all applicable building and housing codes materially affecting health and safety.
5. **Trash Disposal:** Tenant shall dispose of all **ashes, garbage, rubbish, and other waste** from the premises in a sanitary and safe manner. Tenants in high-rise buildings shall only dispose of garbage and other waste by placing it in sealed appropriate garbage bags in the trash chutes (or dumpsters in the case of large trash items). Tenants in family developments shall dispose of garbage and other waste in the dumpster found on the grounds.
6. Tenant shall be responsible for taking care, including regular cleaning, of all equipment in the apartment including the stove, refrigerator, and bathroom facilities.
7. Tenant shall keep the apartment in such clean condition as to avoid roaches, mice and other pests. Tenant shall keep the apartment, especially kitchen and dining areas, in clean and sanitary condition to prevent health or sanitation problems from arising.
8. Tenant shall not leave papers, cans, and other debris on the grounds.
9. Tenant shall keep sidewalks and parking areas assigned for the Tenant's exclusive use clear of snow and ice. (*See Snow Removal Policy, available on the PHA Website or you may request a copy from the management office.*)
10. Tenant shall maintain the yard, basement, and driveways, where applicable, free of debris.
11. Tenant shall act, and cause household members and/or guests to act, in a manner that will not disturb other residents' right to the peaceful enjoyment of their accommodations and will be conducive to maintaining the premises in a decent, safe and sanitary condition.
12. Tenant shall comply with all reasonable rules, regulations, and/or policies promulgated by PHA.

### **Preservation of property:**

13. Tenant shall not, and shall cause **his/her household and guests** to not destroy, deface, damage, or remove any part of the premises.
14. Tenant and household shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
15. Tenant shall pay **reasonable charges for the repair of damages**, other than those caused by normal wear and tear, to the leased premises, facilities or common areas caused by the Tenant, his/her household or guests.
16. Tenant shall not **alter the premises**. This includes, but is not limited to: Tenant shall not install alarm systems, ceiling fans, paint the walls or ceilings, change light fixtures and/or locks. Repair and restoration charges for these items will be at the cost of the Tenant.

**Rules and policies:**

17. Tenant shall not **assign** the Lease or sublet the premises to anyone.

Tenant shall not provide accommodations for **boarders or lodgers**, unless Tenant has prior written permission as specified in Section J-1 of this Dwelling Lease.

18. Tenant shall use the premises solely as a **private dwelling** for the Tenant and the Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose, except with written approval as specified in Section J-3 of this Dwelling Lease.

19. Tenant and household members eighteen (18) years of age and older shall sign authorization forms to allow PHA to verify information from third parties.

20. Tenant shall notify PHA within ten (10) days of any change in the total family income or family composition.

21. Tenant shall not, for any reason, use the following on the premises / on PHA property: fire pits, bounce houses, slip-and-slides, trampolines and/or pools.

22. Tenant shall abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the dwelling and the Tenants, which regulations shall be posted on the PHA website and available in the PHA office and incorporated by reference in this Lease. Tenant shall comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

23. Tenant shall not keep nor permit waterbeds or any other water-filled furniture on the premises, without prior written consent from PHA.

24. **PHA Pet Policy:** Tenant shall not keep any dog, cat or other pet in the apartment or allow their guests to bring any pet to the dwelling, without the prior written approval of PHA as specified in the PHA Pet Policy which is available on the PHA Website or you may request a copy from the management office.

25. Tenant shall not install additional or different **locks** or gates on any doors or windows.

26. Tenant shall notify PHA of **any extended absence** from the premises in excess of 7 days prior to leaving housing development.

27. Tenant shall not tamper with or alter temperature control thermostats or other heating equipment, except under normal operations.

28. Tenant shall not – for any reason - connect extension cords from one unit to another unit. Tenant shall also make sure to follow all safety protocols, including not plugging large appliances into extension cords.

29. **Parking, Auto Registration and Repairs:** Tenant, household and guests shall park vehicles in designated paved parking areas only – No Parking on the lawn. Autos shall not be parked on the premises unless properly registered and affixed with a PHA parking sticker. No major **auto repairs** shall be made on the premises. Any vehicle parked improperly, unregistered or, inoperable will be towed away at the owner's expense. Tenant shall remove all vehicles to permit PHA to snowplow or perform needed work in driveways and parking areas when necessary.

a. When Tenant leaves the state or country for more than one (1) day, Tenant must leave a car key with a family member or someone on premises so Tenant's vehicle may be moved if needed, especially for emergency purposes. Violation by Tenant of this provision is grounds for Termination of this Lease.

b. PHA shall make reasonable attempts to contact Tenant's household to move Tenant's vehicle. If PHA needs to tow Tenant's vehicle for any reason, towing and any storage costs shall be at Tenant's expense.



30. Tenant shall dry clothes only in such areas designated as drying areas - clothes should not be hung inside the Apartment to dry, with the exception of *small* personal items. Do not place any clothing or other items over the windowsills or balconies/porches.
31. At such times that the PHA deems necessary, Tenant must participate in the PHA sponsored Community Living programs as required.
32. A Tenant without disabilities who is housed in a unit with special features built in to assist a disabled and/or elderly person must transfer to a unit without such features should a Tenant with disabilities and/or elderly person need the unit.

**Conduct and Criminal Activity:**

33. The Tenant, any member of the household, a guest, or another person under the Tenant's control, shall not engage in:
  - a. any criminal activity, on or near PHA premises that threatens the health, safety, or right to peaceful enjoyment of the PHA 's premises by other Tenants and or employees or;
  - b. any drug related criminal activity on or off such premises;
  - c. the creation or maintenance of a serious threat to the health and safety of other tenants, PHA employees, or any other person, including but not limited to verbal or physical assault.

The PHA receives criminal conviction records from the National Crime Information Center, the Police Department or any other Law Enforcement Agency for Adult applicants and tenants.

**Additional Scattered Site requirements:**

**Maintenance:**

34. Tenant shall maintain proper grounds maintenance for the area(s) surrounding the unit. This includes: trash disposal; snow removal; watering the lawn(s), shrubbery, and/or tree(s); minor gardening (if wanted); and raking leaves.
35. Scattered Site Tenants shall place all garbage and waste from the apartment into containers provided by the PHA and place garbage on the sidewalk as specified by the City or State Ordinance. A copy of the trash collection schedule is posted on the PHA website. Tenant shall comply with City of Providence regulations regarding trash and its removal. If Tenant violates any City requirement, Tenant shall pay applicable fine(s) to the City.

**Utilities:**

36. Tenant shall ensure that all utilities (gas/electric) are placed in an adult household member's name upon move-in.
37. Tenant shall inform PHA immediately when Tenant is notified of utility shut-off (due to Tenant's non-payment, for example) by the utility company. Tenant shall be held responsible for all costs due to damages caused by failing to give proper notification.
38. Tenant shall move out or be transferred at Tenant's own expense for non-payment of utilities for the dwelling unit.

**Rules:**

39. Tenant shall not block or cover any air vent located in the basement of the unit. Tenant shall pay for any damage caused as a result of doing so.
40. Tenant shall refrain from tampering with the Emergency Shut Off switch located in the basement, unless an actual emergency exists with the furnace. **In the case of any emergency, Tenant must contact the Facilities PHA Department immediately (401-421-3325).**

41. Tenant shall not use or permit on PHA premises: swimming pools, slip & slides, trampolines, bounce houses, and/or fire pits.
42. Tenant shall not enter or use any attic space under any circumstances.
43. Tenant shall not use basement for any purpose except for the storage of nonhazardous and noncombustible materials, and to use washers and dryers.

**\*Exceptions:**

By contacting the PHA Office, written proof of exceptions to some of the rules and obligations listed above may be made for Tenants who require reasonable accommodations related to their disability.

**M. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

If the premises are damaged to the extent that conditions are hazardous to life, health or safety:

1. The Tenant shall immediately notify the PHA Office of the damage.
2. The PHA shall be responsible for the repair of the unit within a reasonable time. If the damage was caused by the Tenant, Tenant's household or guest, the reasonable cost of the repairs must be paid by the Tenant.
1. The PHA shall offer comparable alternative accommodations, if available, in an emergency and in circumstances where necessary repairs cannot be made within a reasonable time and the Tenant's apartment has become unfit for habitation. If the Authority determines that loss occurred through the fault or negligence of Tenant, member of Tenant's household, or guest, the cost of such loss and temporary relocation shall be paid by the Tenant.
2. Provisions shall be made for the abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph 2 of this section or alternative accommodations are not provided in accordance with Paragraph 3 of this section except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation, or if the damage was caused by the Tenant, Tenant's household or guests.
3. Repairs under Section 2 will be performed within 72 hours, provided parts and equipment are available.

**N. INSPECTION**

1. **Initial Inspection:** The PHA and the Tenant or Tenant's representative shall be obligated to inspect the premises prior to Tenant occupying the unit. The PHA will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by the PHA and the Tenant and a copy of the statement shall be retained by The PHA in the Tenant's folder. The PHA shall be further obligated to inspect the unit at the time the Tenant vacates the unit and to furnish the Tenant with a statement of any charges to be made in accordance with this Dwelling Lease. Provision shall be made for the Tenant's participation in the latter inspection, unless the Tenant vacates without notice to The PHA.
2. **Routine Inspections:** The PHA shall be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. (The re-leasing provision applies only after Tenant has given notice to vacate.)

A written statement specifying the purpose of the PHA's entry delivered to the Tenant's premises at least two days (48 hours) before such entry shall be considered advance notification.

If the Tenant and all adult members of the Tenant's household are absent from the premises at the time of PHA's entry, the PHA shall leave in the premises a written statement specifying the date, time and purpose of entry.

3. **Emergency Entrance:** PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
4. **Final Inspection:** When a Tenant vacates, the PHA will inspect the dwelling unit immediately. Within 20 days of the date the Tenant vacates **and** provides a forwarding address, the PHA will give the Tenant a written statement of the charges, if any, to be deducted from the security deposit for damages for which the Tenant is responsible. The Tenant or Tenant's representative is encouraged to be present for the inspection. The PHA shall notify the Tenant of the time and date of final inspection. The Tenant shall give the PHA a forwarding address.

#### **O. LEGAL NOTICE**

1. Any notice required by this Lease will be sufficient if delivered in writing to Tenant personally, or to an adult member of Tenant's family residing in the dwelling unit, or if sent by first-class mail properly addressed to Tenant, postage prepaid.
2. Notice to the PHA shall be in writing, hand delivered or mailed to the Tenant's property management office or to the PHA central office at 100 Broad Street, Providence, RI 02903.

#### **P. TERMINATION OF TENANCY**

##### **Termination by Tenant:**

1. This Lease may be terminated by the Tenant at any time after the first year by giving 30 days written notice in the manner specified in Section O of this Lease. Tenant shall leave the dwelling unit and appliances in as good condition as they were upon occupancy, reasonable wear and tear excepted, return keys to the PHA Office when the Tenant vacates, and provide to PHA an accurate written Forwarding Address.
2. If the Tenant vacates the apartment at any time for any reason, the Tenant will be responsible for applicable rent and any actual damages incurred to the unit that are beyond normal wear and tear. As stated in section H-1: *During Year One of this Lease*, if Tenant vacates unit for any reason he/she must pay rent for the 60 days after Tenant provides notice or until the unit is re-rented, whichever is sooner. Tenant must also pay for unit reconditioning costs including cleaning and painting. *After Year One of this Lease*: Tenant must provide to PHA a 30-day notice that Tenant is vacating the unit. If this 30-day notice is not given, Tenant must pay rent for the 30 days after Tenant provides notice or until the unit is re-rented, whichever is sooner.
3. Tenants who vacate without giving proper written notice, causing damage beyond wear and tear, or owing a rent balance, must pay in full any arrearages to be considered for admission to Public Housing Programs.

##### **Termination by PHA:**

4. This Lease may be terminated by the PHA at any time by giving written notice as set forth in this Section not less than thirty (30) days prior to termination, except that for Termination for Nonpayment of Rent, the length of notice required shall be fourteen (14) days and then a five (5)-day demand notice. Tenants will have such rights to cure as granted by Federal and R.I. State law.
5. If eviction proceedings are instituted, Tenant shall pay reasonable court costs if the PHA prevails.

6. The PHA may terminate the lease for any lawful reason, including but not limited to Tenant violating any of the Tenant Obligations listed in this Dwelling Lease and/or:

**Initials Box**

- a. Per RIGL 34-18-24(9) the following is non-curable: Tenant shall not use any part of the premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance. Tenant shall not possess on the premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in Schedule I or Schedule II of RI law Chapter 28 of Title 21 or produce methamphetamine. Any such involvement by a household member, guest, or another person under the Tenant's control will not be tolerated by the Providence Housing Authority; such activity is cause for Termination of the Lease.
- b. Per RIGL 34-18-24 (8) the following is non-curable: Tenant must not use any part of the premises in a manner that would constitute the maintaining of a narcotics nuisance under R.I. law (RIGL) 21-28-4.06, defined as the unlawful sale, use, or keeping of a controlled substance.
- c. Per RIGL 34-18-24(10) the following is non-curable: Tenant shall refrain from any crime of violence on the premises or on any public property adjacent to the premises. A "crime of violence" means and includes any of the following crimes or an attempt to commit any of the following crimes: murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, or a felony assault with intent to commit any offense.
- d. Drug-related criminal activity engaged in on or off PHA premises by Tenant, a member of Tenant's household or guest, or any such activity engaged in on PHA premises by any other person under Tenant's control is reason for the PHA to Terminate this Dwelling Lease.
- e. PHA may Terminate this Dwelling Lease if PHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- f. PHA may Terminate this Dwelling Lease for any criminal activity by Tenant, household or guest that threatens the health, safety or right to peaceful enjoyment of the premises of other residents (including PHA employee(s) residing on the premises) or of persons residing in the immediate vicinity of the premises.
- g. PHA may Terminate this Dwelling Lease if PHA determines that a household member has engaged in abuse of alcohol or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- h. PHA may Terminate this Dwelling Lease if PHA determines that a household member has furnished false or misleading information about illegal drug use, alcohol abuse, or rehabilitation of illegal drug user(s) or alcohol abuser(s).
- i. Tenant and guest(s) shall not at any time violate the PHA Weapons Policy, which is available upon request and on the PHA website. Violation of the PHA Weapons Policy is grounds for PHA to Terminate this Lease.
- j. Over Income Status – as stated in the PHA Policy available on the PHA Website or you may request a copy from the management office.
- k. Nonpayment of Rent;
- l. Failure to comply with any PHA Policy;
- m. Serious or repeated interference with the rights of another Tenant and/or Employee;
- n. Serious or repeated damage to the apartment or common areas;
- o. Creation of physical hazards;
- p. Creation or maintenance of a serious threat to the health or safety of other Tenants and Employees;
- q. Illegal use of the premises;
- r. Failure to maintain the premises and the dwelling unit in decent, safe and sanitary condition.

- s. Tenant's refusal to move for any PHA required transfer;
- t. Violation by the Tenant of any of the terms, conditions, provisions, or covenants of this Lease;
- u. Habitual late payments (more than 3 within a 6-month period);
- v. Non-payment of utility bills in a timely fashion.
- w. Fleeing to avoid prosecution, custody, or confinement after conviction of a felony.
- x. Other good cause(s).

**7. Non-renewal of the Lease by the PHA: Community Service Rule**

If any family member is not in compliance with the Community Service requirement the PHA will enter into an agreement with the family member and head of household. The family member must make up the deficient hours over the next 12-month period. If at the next re-exam, the member is still not in compliance, the PHA will not renew the lease and the entire family will have to vacate, unless the non-compliant member agrees to move out of the unit and that noncompliant member is not the Head of Household. If the Head of Household is the noncompliant member and no other household member is eligible to be the Head of Household the entire family shall vacate. The family may use the PHA's Grievance Procedure to protest the lease termination.

**Q. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the PHA's Grievance Procedure. The Grievance Procedure is available at each development office or on the PHA website.

**R. CHANGES**

Modification of this Lease shall only be made in writing, signed and dated by PHA and Tenant. This Dwelling Lease shall be binding on all members of the Tenant's family and shall have the same force and effect as though signed by each individually.

**IN WITNESS WHEREOF**, the parties have executed this lease agreement this      day of     , 2022 in Providence, Rhode Island.

**Providence Housing Authority**

\_\_\_\_\_  
*Tenant (Head of Household)*

\_\_\_\_\_  
*Authorized Representative*

\_\_\_\_\_  
*Tenant (Co-Head of Household)*