

**FISCAL YEAR 2023-2024**

**THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ("MANAGEMENT")  
PUBLIC HOUSING LEASE AGREEMENT**

Tenant ID \_\_\_\_\_

Name(s) of Resident(s) \_\_\_\_\_

Housing Development \_\_\_\_\_

Address of Residence \_\_\_\_\_

Unit No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_

Lease Date \_\_\_\_\_ Review Date \_\_\_\_\_

**1. LEASE OF RESIDENCE**

A. Management agrees to lease the Residence ("Residence") located at Housing Development described above to \_\_\_\_\_

The term of this Lease shall be from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. Management may terminate this Lease at any time with appropriate notice if Resident breaches a material term of the Lease.

B. Occupancy of the Residence is limited to the following members of Resident's household having the relationship shown opposite his or her name.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(See attachment for additional family members if initialed by Resident) \_\_\_\_\_ Resident's initials

Any additional occupants to the Residence must be pre-approved by Management and set forth by written rider to this Lease signed and dated by both parties. All non-approved persons are considered unauthorized occupants and may subject this Lease to termination. Management approval of additional occupants shall be based upon such factors as appropriate size dwelling unit and suitability including without limitation, criminal background information and/or any other applicable standards.

C. Resident has the right to the exclusive use and occupancy of the Residence. Resident may allow a guest or visitor as described in Section 6 (M), herein and shall not accept any payment from such guest or visitor.

D. Resident understands and agrees that Management enters into this Lease Agreement in reliance upon the truth of information provided in Resident's initial application for housing and subsequent information provided for continued occupancy. The discovery that any such information is false or that information was misrepresented, is a material breach of this Lease Agreement and may result in termination of this Lease and/or retroactive rent charges or other action deemed appropriate under Federal, State and/or local law.

E. Resident acknowledges that the Residence and the Housing Development is not a security complex. Management makes no representations or warranty that the Residence or the Housing Development is secure from theft or any other criminal act perpetrated by any other resident or person. Security officers and/or other security facilities which may be provided by Management are for Management's convenience only, and Management makes no warranties or representations as to the effectiveness of any such security officers or facilities as a deterrent against any criminal activity, damage or injury to Resident, household members or guests, or the personal property of Resident, household members or guests.

**2. PAYMENTS OF RENT DUE UNDER THIS LEASE**

A. Resident shall pay Management a monthly initial rent of \$\_\_\_\_\_. Rent shall be paid on or before the first day of each calendar month beginning \_\_\_\_\_, 20\_\_\_\_. The pro-rated rent payment for the period from,\_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ is \$\_\_\_\_\_ and is due and payable at the time this Lease is executed. If the monthly rent is not paid in full by the fifth (5th) business day of each calendar month, Resident shall pay to the Management a late rent charge of twenty-five dollars (\$25.00) due two weeks after service of notice. Management shall collect a fee in the amount charged the LACDA by the bank anytime a check is not honored for payment, or there are insufficient funds through an Automated Clearing House (ACH) or web-based payment. A dishonored bank check fee shall be due two weeks after service of notice. For security reasons, Management shall not accept cash payment of rent. If a Resident is issued a Notice of Termination, the LACDA will not accept rent payments in any form unless the resident is in the grievance hearing process. A Resident's right to pay by personal check shall be suspended if they have given the LACDA more than two personal checks that have been dishonored due to insufficient funds. After this initial Lease term, a Notice of Rent Adjustment shall be provided to the Resident with the required monthly rental payment amount.

B. Residents who fail to pay monthly rent by the fifth (5th) business day of each calendar month are delinquent. Being delinquent in rent payment more than three (3) times during the twelve (12) month term of this Lease shall be a material breach of this Lease.

C. At the time that Resident signs this Lease, he/she will give Management a Security Deposit of \$\_\_\_\_\_. After this Lease terminates, Management has the right to apply such amounts from the Security Deposit as are reasonably necessary to remedy damages suffered or cost incurred by Management due to any of the following: Resident's non-payment of rent or any other charges, damage to the Residence or the Housing Development caused by Resident, Resident's household members or guests or visitors, and which exceeds normal wear and tear, and Management's expenses in cleaning the Residence. Within twenty-one (21) days after the Resident vacates the Residence, the refundable amount (if any) of the Security Deposit will be returned and, unless the full Security Deposit is returned, a written itemization of costs, charges or expenses or damages incurred and the disposition of the Security Deposit will be mailed to Residents' forwarding address. If Resident fails to provide a forwarding address, Management shall hold any refund in trust for Resident, without interest. If such costs, charges or expenses or damages exceed the amount of the Security Deposit, Resident will immediately pay

the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Lease. If Resident vacates the Residence and owes a balance for any of the above reasons, he/she will not be eligible for re-admission to this or any other housing program administered by the LACDA until all outstanding charges have been paid in full.

### 3. UTILITIES AND APPLIANCES

- A. LACDA Supplied Utilities: If indicated by an (X) below, the LACDA will provide the indicated utility as part of the rent for the premises:

Electricity  Natural Gas  Water  Sewerage  Other: \_\_\_\_\_

If indicated by an (X) below, the LACDA will provide the following appliances for the premises:

Cooking Range  Refrigerator

- B. If Resident resides in a development where the LACDA does not pay for electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the Utility supplier. It is the responsibility of the Resident to obtain utilities in his/her own name with the local Utility supplier. Resident's failure to obtain and maintain utility service is a material breach of this Lease.

If indicated by an (X) below, the LACDA shall provide Resident with a Utility Allowance in the monthly amount totaling \$\_\_\_\_\_ for the following utilities paid directly by the Resident to the Utility supplier:

Electricity  Gas  Heat  Water  Sewage  Trash Removal

If the Utility Allowance exceeds the Total Tenant Payment, the LACDA will pay a Utility Reimbursement each month directly to the Resident.

- C. If Resident resides in a development where the LACDA does not provide appliance(s), the resident is responsible for the maintenance and upkeep of any resident owned appliance(s). Failure to maintain such appliance(s) is a material breach of the Lease.

If indicated by an (X) below, Resident owns and is responsible for the maintenance and upkeep of the following appliances for the premises:

Cooking Range  Refrigerator

\_\_\_\_\_ Resident's Initials

### 4. OTHER CHARGES

- A. Resident shall pay the reasonable charges ("Other Charges") for maintenance related repairs beyond normal wear and tear for repair or damage to the Residence or for unauthorized alteration to the Residence or common areas caused by Resident, other household members or guests. Resident shall also reimburse the LACDA for any utility related services incurred while the Resident is in possession of the Residence ("Utility Charges"). Other Charges shall be billed to Resident and will specify damaged items, corrective action taken and cost of labor and/or materials to correct damages. The cost of repairs will be based upon the Schedule of Other Charges provided to each Resident and which is posted in the Management Office and incorporated into this Lease by reference. Other Charges and Utility Charges will be due within 30 calendar days of receiving an invoice. The failure of Resident to pay Other Charges and Utility Charges when due will constitute a material breach of the Lease.

- B. Management will accept payments of Other Charges and Utility Charges separately from payments of rent owed by Resident.

### 5. REDETERMINATION OF RENT AND OCCUPANCY

- A. (1) Once a year, or more frequently as requested by Management, Resident, who elects to pay income-based rent, must provide Management with a true and complete written verification of all family income including anticipated income from all sources, family composition, and any other information deemed pertinent by Management, which will be reviewed by Management to determine whether the rent being paid should be changed and/or if Resident is still eligible for continued occupancy in the Residence. If family composition changes requiring a change in unit size, Resident agrees to transfer to an appropriate size dwelling unit based on family composition upon one transfer offer by Management. If Resident refuses or fails to transfer to an appropriate size dwelling unit based on family composition (except for good cause refusal as set forth in Admissions and Continued Occupancy Policy), such refusal shall be a material breach and Management may terminate the Lease. Each review and redetermination of rent and occupancy in the Residence ("Regular Review") will be made in accordance with approved Admissions and Continued Occupancy Policy available in Management's Office and incorporated herein by reference. The failure of Resident to provide the aforementioned information and not complete a Regular Review when due will constitute a material breach of the Lease.

- (2) Management may begin processing the Regular Review prior to making a determination of whether or not to renew Resident's Lease. Management's action to begin the Regular Review shall not be deemed a waiver by Management of its right to either terminate or refuse renewal of a Resident's Lease in accordance with Section 1A herein.

- (3) Any rent adjustment required as a result of the Regular Review will be effective thirty (30) days after service on Resident of a Notice of Rent Adjustment as provided in subparagraph D below. The Resident may ask for an explanation stating the specific grounds of Management's determination. If Resident does not agree with the determination, the tenant shall have the right to request a hearing under Management's grievance procedure. The Regular Review will occur on or about the same date or dates each calendar year during Resident's occupancy. If Resident or Resident's household does not provide Management the written verification as to all items requested as described above, or execute authorization to release such items, within ten (10) days of

Management's request, or if Resident or Resident's household misrepresents any material fact or omits or fails to state any material fact therein, then Resident will have materially breached this Lease.

**B. Interim Rent Redetermination**

(1) The monthly rent described in Section 2 of this Lease as adjusted pursuant to the latest Regular Review described in subparagraph (A) above, will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstance" occur:

- (a) There is a loss of head of household (Resident) due to death, abandonment, separation, divorce or other continuing circumstances. In such event the Lease shall terminate and a new Lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted Admissions and Continued Occupancy Policy (a copy of which is on file in Management's office and which is incorporated herein by reference), and Management.
- (b) There is a loss of any person(s) other than head of household, whose name is listed in Section 1 (A), as a "Resident" or any person(s) whose name is listed in Section 1 (B) as an "Occupant".
- (c) There is an addition of a member of the household who is 18 years of age or older, by marriage, remarriage, cohabitation or otherwise, and the additional member is added to the Lease in accordance with Management's policy.
- (d) Resident can show a change in his/her family circumstances (such as decrease in income) or other similar circumstances which will create a hardship to the Resident in relation to the prompt payment of the rent. In the event the monthly rent payment is decreased because of a verifiable hardship to Resident, Resident must promptly report to management any increases in family income which occur. If the loss of income is temporary (less than 90 days), a subsequent interim will be conducted and the monthly rent will be appropriately adjusted once the income resumes. This does not apply to seasonal employees.

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES DESCRIBED IN SUBPARAGRAPHS (a), (b) (c) AND (d) ABOVE MUST BE REPORTED TO MANAGEMENT WITHIN TEN (10) CALENDAR DAYS OF THEIR OCCURRENCE AND ANY FAILURE BY RESIDENT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL BE A MATERIAL BREACH OF THE LEASE.

(2) If, upon verification of a Change in Circumstances, Management determines that Resident's monthly rent does not conform to regulatory requirements, an adjustment in the monthly rent will be made. Interim adjustments in the monthly rent will be effective as follows:

- (a) Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported. If the reduction in income is reported after the LACDA's cut-off date for the following month rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.
- (b) Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstance occurred.
- (c) No interim increase or decrease in rent will be made until all the information for making the determination has been verified by Management.

**C. Retroactive Rent and Failure to Disclose Income**

The Resident has an obligation to report to Management within 10 calendar days of its occurrence if there is an additional source of income for any eligible family member, and/or income or the addition of a family member to the household. Failure to disclose the aforementioned information is a material breach of the Lease. If the Resident or a member of his/her household misrepresents facts, omits any pertinent information, or fails to inform Management of information it requires for an annual reexamination or interim rent adjustment and these failures result in a lower rent than should have been charged, Management, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date it would have been effective. Any resulting retroactive rent must be paid by the Resident according to the terms of the Repayment Agreement. In addition to collecting the retroactive rent and/or terminating the Lease Agreement, Management may pursue any additional actions allowable under Federal, State or local law.

**D. Notice**

Management will mail or deliver a "Notice of Rent Adjustment" to Resident at the Residence in accordance with Section 11 of this Lease in the event that the monthly rent payment is increased or decreased pursuant to Section 5.

**E. Confidentiality of Record**

All records and information given by Resident to Management shall remain confidential and shall not be disclosed except insofar as the Management is authorized by California Health & Safety Code section 34217, the Privacy Act of 1974: Amendment to an existing system of records; Enterprise Income Verification HUD/PIH-5 or any other Federal, State or Local Law to make disclosures to third parties or government agencies or as requested by Resident or the Resident's authorized representative.

**6. RESIDENT'S OBLIGATIONS**

Violation of this section may result in termination of this Lease Agreement. Resident agrees:

- A. To refrain from, and to assure that household members and guests refrain from creating or maintaining a threat to the health and safety of other Residents, Management's employees, or the public, or engaging in illegal or offensive behavior, including but not limited to: (i) committing a crime that subjects a Resident or any household member to a lifetime sex offender registration requirement imposed by any State sex offender registration program; (ii) being in possession of an unregistered or illegal gun or other firearm; (iii) shooting guns or other firearm; (iv) threatening others with a gun or other firearm, knives or weapons; (v) verbal threats of criminal activity; (vi) lighting, exploding, storing or possessing firecrackers, explosives or flammable or combustible materials such as expired fire extinguishers or fluids; or (vii) engage in a Hate Crime in violation of California Penal Code 422.6 which includes but is not limited to the use of force or threat of force, willfully injure, intimidate, interfere with, oppress, or threaten any other person in whole or in part because of that person's race or ethnicity, disability, gender, nationality, religion, sexual orientation or association with a person or group with one or more of these actual or perceived characteristics and knowingly deface, damage, or destroy the real or personal

property of any other person for in whole or in part because of that person's race or ethnicity, disability, gender, nationality, religion, sexual orientation or association with a person or group with one or more of these actual or perceived characteristics. Resident understands and acknowledges that committing any of the acts described in this subparagraph (A) is a material breach of this Lease and that Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

\_\_\_\_\_Resident's Initials

- B. To refrain from and to assure household members and guests refrain from engaging in drug-related criminal activity on or off the Housing Development premises. Resident expressly acknowledges that the illegal manufacture, sale, distribution, use of a controlled substance/drug, and/or the possession, of a controlled substance/drug with the intent to manufacture, sell or use constitutes drug-related criminal activity and is a material breach of the Lease. Resident expressly acknowledges that the cultivation, manufacture, distribution, sale, use and/or possession with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or for medical reasons constitutes drug-related criminal activity and is a material breach of the Lease. Resident further expressly acknowledges and agrees being on or off the Housing Development premises and having a controlled substance in his/her system is in violation of this subparagraph (B). Resident understands and acknowledges that committing any of the above acts described in this subparagraph (B) is a material breach of this Lease, and that Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

\_\_\_\_\_Resident's Initials

- C. To refrain from and to assure household members and guests refrain from engaging in violent criminal activity on or off the Housing Development premises. Resident expressly acknowledges and agrees that the use, attempted use or threatened use of physical force that causes or may reasonably cause serious bodily injury or property damage constitutes violent criminal activity. Resident expressly acknowledges and agrees that the commission of such violent criminal activity creates a threat to the health and safety of other Residents, Management's employees, and the public. A violation of this subparagraph (C) is a material breach of this Lease, and Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

\_\_\_\_\_Resident's Initials

- D. To refrain from and to assure household members and guests refrain from abusing alcohol in a way that interferes with the right to peaceful enjoyment of the Housing Development by other Residents.

\_\_\_\_\_Resident's Initials

- E. To refrain from and to assure household members and guests refrain from illegal or other activity which impairs the physical or social environment of the Housing Development.

- F. To conduct himself/herself and to assure household members and guests conduct themselves in a manner that will not disturb his/her neighbors peaceful enjoyment of their residences and the common areas of the Housing Development, and will be conducive to maintaining the Housing Development in a decent, safe and sanitary condition.

- G. To immediately notify Management in writing if a member of the household is no longer residing in the Residence. Resident shall continue to be responsible for the actions of said household member until Management has been notified in writing of the change and the household member is removed from the Lease

- H. To refrain from and to assure household members or guests refrain from interfering with the job responsibilities of authorized vendors, service personnel, LACDA personnel or other representatives of Management.

- I. To physically occupy the dwelling unit as the Resident's primary place of Residence. Although a Resident continues to pay rent and utilities, a resident may not be absent from the Premises for longer than 30 consecutive days, or 120 days if the absence is due to verified medical reasons without losing his/her rights to tenancy to the Premises. A Resident who plans to be or is absent from his/her unit for longer than 90 days must inform Management to avoid lease termination. A Resident may request in writing to have a longer absence approved.

- J. Not to assign any interest in this Lease or to sublet or transfer possession of all or any portion of the Residence.

- K. Not to give accommodations to paid boarders or lodgers.

- L. To use the Residence solely as a private dwelling for Resident and Resident's household members and not to use, or permit its use, for any other purpose, except for a home occupation if authorized in writing by Management. Authorization for a home occupation shall be in the sole discretion of Management pursuant to the standards set forth in the Admissions and Continued Occupancy Policy. Resident may provide reasonable accommodations for Resident's guests, foster children or live-in caretaker for a member of Resident's household, except that Resident must obtain written permission of Management prior to giving accommodations to foster children or live-in caretaker. Resident is responsible for foster children and/or live-in caretakers who shall refrain from drug-related criminal activity and/or violent criminal activity or other activity which impairs the physical or social environment of the Housing Development or which disturbs other Residents' peaceful enjoyment of their Residence or the Housing Development.

- M. To promptly obtain Management's written approval for the presence of any person not identified in Section 1 B as a member of Resident's household who occupies the residence for over ten (10) consecutive days or a total of fourteen (14) days within a twelve (12) month period.

- N. To refrain from the use of the unit address for any purpose by a non-household member.

- O. To abide by and to assure household members or guests abide by all necessary and reasonable rules and regulations established for the benefit and well-being of the Housing Development in which the Residence is located, which rules and regulations will be posted in Management's office and are incorporated into this Lease by this reference. Such rules and regulations may be modified from time to time as provided in Section 15.

- P. To comply with all obligations imposed upon Residents by applicable provisions of Federal and State law and local building and housing codes, which materially affect health and safety.

- Q. Not to keep any pets inside or outside the Residence unless permitted by the LACDA policy or by State or Federal law,

and only after Management and Resident sign a Pet Agreement as an Addendum to this Lease.

- R. To keep the Residence and such other areas including rear yards and/or patios as may be assigned to the Resident for his/her exclusive use, in a clean, sanitary and safe condition, comply with housekeeping standards and to promptly notify Management whenever repairs to his/her Residence are required.
- S. To allow Management upon advance notification pursuant to Section 10 to enter the Residence in order to complete fumigation for the control of vermin and/or roaches, or to perform repairs, maintenance or other services such as painting or rehabilitation work. Resident further agrees to have the Residence prepared on said date and time for repairs, maintenance or other services and/or work.
- T. To dispose of all garbage, rubbish and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by Management or owned by Resident.
- U. To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
- V. To refrain from and to assure household members and guests refrain from defacing, painting, damaging, destroying or removing any part of the Residence or Housing Development.
- W. To make no major repairs, alterations or additions, including but not limited to changing locks and installing security bars, doors or safety devices without the prior written consent of Management, which consent Management may withhold at its sole discretion and to make no repairs at the cost of Management as permitted by California Civil Code Section 1942 without first giving Management notice and a reasonable time to commence repairs as provided by California Civil Code Section 1942. Any repairs made by Resident will be in accordance with California Civil Code Section 1942.
- X. To not disturb the unit by piercing the surface of the ceiling or any wall in the unit by drilling or any other method; hanging plants, or any other objects from the ceiling or any wall; attaching any fixtures to the ceiling or any wall; allowing any objects to come in contact with the ceiling or any wall; permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling or any wall; painting, or undertaking any repairs of any portion of the ceiling or any wall; replacing light fixtures; and undertaking any activity which results in building vibration that may cause damage to the ceiling or any wall in the unit.
- Y. To promptly notify Management if there is any damage to or deterioration of the ceiling or any wall in the unit, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or any wall in the unit.
- Z. To pay reasonable charges within 30 calendar days of receiving the invoice (other than for ordinary wear and tear) for the repair of damages to the Residence, Housing Development, buildings, facilities or common areas which are caused by Resident, his/her household members and guests according to the Schedule of Other Charges referred to in Section 4A (if applicable).
- AA. To maintain Resident-paid utilities (gas and/or electricity), if applicable, by paying promptly for such services to avoid shut-off and to refrain from tampering with utility meter devices.
- BB. Not to display on or about the Residence or Housing Development any advertisements for goods or services without the prior written approval of Management, which approval may be withheld at Management's sole discretion.
- CC. To refrain from parking vehicles which habitually leak oil or other hazardous substances in LACDA parking areas as this creates a safety hazard; to refrain from conducting major vehicle repairs in LACDA parking areas or other LACDA premises; and to refrain from leaving inoperable vehicles in the parking areas for greater than 72 hours.
- DD. To park only in areas designated for Resident parking and to ensure that guests do not park in parking areas of other Residents of the Housing Development and to abide by parking policies and regulations adopted by Management, which regulations shall be posted in the parking areas when feasible and in Management's office and are incorporated herein by reference. Management reserves the right to control the method, manner and time of parking spaces in and around the Housing Development; and to tow away at owner's expense, any vehicle parked in violation of the regulations.
- EE. To be able to abide by the terms of the Lease or be assisted in doing so with available resources, so as not to be a safety or health hazard to themselves, other Residents or Management.
- FF. To abide by the Management adopted Curfew and Loitering Policies that are posted in the Management office and are incorporated herein by reference.  
\_\_\_\_\_ Resident's Initials
- GG. That upon receiving written notice of a banned individual from Management, Resident and/or household members shall not permit a banned individual on Housing Development premises and Residence.  
\_\_\_\_\_ Resident's Initials
- HH. To refrain from and assure household members or guests refrain from obstructing any passageway, sidewalk, stair or hallway in the Housing Development
- II. To return unit keys to the management office by 5:00 p.m. the day a resident permanently vacates their unit. Residents who fail to return their unit keys before the 5:00 p.m. deadline will incur a charge equal to one day's rent. To return unit keys of a previous unit when moving to a new unit, within five (5) calendar days of the date the transfer offer is made.
- JJ. To comply with the Community Service Requirement, as set forth in the Admissions and Continued Occupancy Policy. A non-exempt Resident must perform a total of 96 cumulative hours of community service annually. Failure to comply is a material breach of the Lease and Management may proceed with non-renewal or termination of the Lease.  
\_\_\_\_\_ Resident's Initials
- KK. To comply with the LACDA's pest control procedures and to immediately report the presence of bed bugs, roaches or other similar pests.

LL. To safely and in a sanitary manner dispose of personal property with bed bugs, roaches or other similar pests.

MM. To abide by the "Public Housing Non-Smoking Lease Agreement Addendum".

\_\_\_\_\_ Resident's Initials

NN. To abide by the "Public Housing Pest Control Lease Agreement Addendum".

\_\_\_\_\_ Resident's Initials

OO. Prevention of Mold

(1) To remove any visible moisture accumulation in or on the unit, including on walls, windows, floors, ceilings, and bathroom fixtures; clean spills and thoroughly dry affected area as soon as possible after occurrence; and use exhaust fans in kitchen and bathroom when necessary.

(2) To clean the unit regularly and keep the unit well ventilated particularly the kitchen and bathroom.

(3) To promptly notify Management of the presence of the following: a water leak, excessive moisture, or standing water inside the unit and any site common area; mold like substance in or on the unit that persists after resident has attempted to remove it with a household cleaning solution or a combination of water and bleach; and a malfunction in any part of the heating, air conditioning, or ventilation system in the unit.

\_\_\_\_\_ Resident's Initials

## 7. MANAGEMENT'S OBLIGATIONS

Management agrees:

A. To maintain the Residence and the Housing Development in a decent, safe and sanitary condition.

B. To comply with requirements of applicable building and housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.

C. To make necessary repairs to the Residence.

D. To keep Housing Development buildings, facilities and common areas not reserved for the exclusive use of the Resident in a clean and safe condition.

E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation and other facilities, including elevators and appliances, supplied or required to be supplied by Management.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident and his/her household) for the deposit of garbage, rubbish and other waste which must be removed from the Residence by Resident as provided in Section 6.

G. To supply running water, reasonable amounts of hot water and reasonable amounts of heat as required by seasonal weather conditions, except where the building that includes the Residence is not required by law to be equipped for such purpose, or where heat or hot water is generated by an installation which is in the exclusive control of Resident and is supplied by a direct utility connection.

H. To publicly post in a conspicuous manner in the Management Office all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies thereof to Resident upon request, upon payment to Management of a reasonable charge for such copies.

I. To notify the Resident of any proposed adverse action by Management. Such adverse action, includes, but is not limited to, a proposed lease termination, transfer of the resident and household members to another unit or imposition of charges for maintenance and repair. When Management is required to afford the Resident the opportunity for a hearing under the grievance procedure concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with Section 11, shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, or if a hearing was timely requested by the Resident, the grievance process has been completed.

J. To offer Resident a choice to select an income-based rent or a flat rent.

## 8. HAZARDOUS DEFECTS

Resident agrees to take every precaution to prevent fires, to not store gasoline, solvent, paper, cardboard or other flammable or combustible materials or substances in the Residence, and to supervise his/her children to ensure they do not play with matches or lighters, and agrees to promptly notify Management of the existence of any of the foregoing conditions in the Residence and, upon Resident's knowledge thereof, in the surrounding Residences and common areas of the Housing Development. In the event the Residence is damaged such that conditions are created which are hazardous to the life, health or safety of the occupants of the Residence:

A. Resident shall immediately notify Management of the damage.

B. Management shall be responsible for repair of the Residence within a reasonable time following notice. If the damage was caused by Resident, a member (s) of his/her household or Resident's guest (s), the reasonable cost for repairs will be charged to Resident and Management may terminate the Lease.

C. Management will offer standard alternative living accommodations, if available, when necessary repairs cannot be made within a reasonable time. However, if the damage was caused by Resident, a member(s) of his/her household or Resident's

guest (s), and Management elects to terminate the Lease, Management shall not be required to offer alternative accommodations. If Management discovers the damage was caused by Resident, a member(s) of his/her household or Resident's guest(s) after Resident has moved into the alternative accommodations, Management may terminate the Resident's lease and demand Resident to vacate the alternative accommodations.

- D. Rent will be reduced in proportion to the seriousness of the damage and loss in the value of the Residence as a dwelling in the event repairs are not made by Management within a reasonable time or alternative accommodations are not provided when required (except that rent will not be reduced if Resident rejects the alternative living accommodations or if the damage was caused by Resident, a member of Resident's household or a guest).

## 9. INSPECTIONS

- A. Prior to the time that the Resident begins to live in the Residence, and prior to the time Resident vacates the Residence, a representative of Management and Resident (or his/her representative) will inspect the Residence, unless Resident has vacated the Residence without notice to Management, in which case Management may perform an inspection without prior notice to Resident. WITH RESPECT TO THE PRE-OCCUPANCY INSPECTION: Resident will be given a written statement of the condition of the Residence and the appliance(s) and/or furniture provided with the Residence, which will be signed by Management and Resident. Management will keep a copy of the inspection report in the Resident's file folder. If Resident disputes the inspection statement and decides not to occupy the Residence, Management will refund all rent and deposits paid in advance to Resident. Resident has the right to request an amendment to the inspection statement within seven (7) days after taking possession of the Residence if defects are discovered which existed prior to occupancy and were not noted during the original inspection and which did not occur as a result of any fault of the Resident, a member of his/her household or guest.

WITH RESPECT TO THE PRE-TERMINATION INSPECTION: Resident will be given a statement of the condition of the Residence, the appliances, and/or furniture, and/or any other charges to be paid by Resident pursuant to Section 4.

## 10. ENTRY OF PREMISES DURING TENANCY

- A. Resident Obligations:
- (1) Resident agrees that the duly authorized agent, employee, or contractor of the LACDA shall be permitted to enter the Residence during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing. Resident also agrees that the LACDA, or its duly authorized agent, employee, or contractor may take photographs inside the residence while conducting official LACDA business.
  - (2) When Resident calls to request maintenance on the Residence, the LACDA shall attempt to provide such maintenance at a time convenient to the Resident. If Resident is absent from the dwelling unit when the LACDA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.
- B. LACDA Obligations:
- (1) The LACDA shall give the Resident at least 48 hours written notice that the LACDA intends to enter the unit. The LACDA shall enter only at a reasonable time.
  - (2) The LACDA may enter the Residence at any time without advance notification when there is reasonable cause to believe that an emergency exists.
  - (3) Should the Resident and all adult members of the household be absent from the Residence at the time of entry, the LACDA shall leave in the Residence a written statement specifying the date, time, and purpose of entry prior to leaving the Residence.

## 11. NOTICES

- A. Any notice required or desired to be given by Management to Resident will be sufficient if:
- (1) Delivered in writing to Resident personally; or
  - (2) Delivered in writing personally to any member of the Resident's family of suitable age and discretion living in the Residence; or
  - (3) Sent by first-class mail, postage prepaid, properly addressed to the Resident at the Residence; or
  - (4) In the case of notice per Section 15 of any proposed changes in rules, regulations, procedure or schedules, Management may, as an alternative to any of the notices provided in (1), (2), or (3) above, post such notice in at least three (3) conspicuous places within the structure or building in which the Residence is located, as well as in a conspicuous place in the Management Office.
- B. Any notice to Management from Resident must be in writing, and must either be delivered or sent by first-class, postage pre-paid mail which is properly addressed to the Director of the Housing Operations Division at P.O. Box 1510, Alhambra, California 91802.
- C. Notices given as provided above shall be deemed effective on the date personally delivered or posted or mailed.

## 12. TERMINATION OF LEASE/NONRENEWAL OF LEASE

- A. This lease may be terminated by Resident at any time by giving thirty (30) days written notice to Management in the manner specified in Section 11. Resident agrees to leave Residence in clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates the Residence. If Resident fails to give proper notice, Resident will be responsible for payment of thirty (30) days rent from the date notice is given, or keys are returned, or the date the vacant unit is discovered by Management. If Resident transfers to another Management operated dwelling unit, unpaid rent balance and/or other charges under this Lease must be paid prior to effective date of new Lease. Exceptions may be made at the sole discretion of Management.
- B. This Lease shall terminate upon the death of the Resident.
- C. This Lease shall terminate upon the abandonment of the Residence by Resident.
- D. If Management desires to terminate the Lease because of Resident's material breach of this Lease, Management shall give Resident written notice of termination of the Lease, which notice will require that the Resident vacate the premises in the time shown as follows:

- (1) Fourteen (14) days in the case of failure to pay rent.
  - (2) Three (3) days if Resident, a member of his/her household or a guest engaged in any activity which creates or maintains a threat to the health or safety of other residents, Management's employees, or the public, in the Residence and/or the Housing Development. Violation of sections 6 (A), (B), or (C) shall be deemed activity, which creates such a threat to the health or safety of other residents, Management's employees, or the public.
  - (3) Thirty (30) days in all other cases.
- E. Any notice of termination given to Resident shall state reasons for the termination, and except as provided in Section 12 (G) herein, shall inform Resident of his/her right to dispute the notice pursuant to the grievance procedure referred to in Section 13.
  - F. Management may terminate this Lease prior to its expiration or at any time only for good cause which includes, but not limited to (i.) failure to comply with the Community Service Requirement, (ii) Resident's violation of any material term of the Lease, (iii) violation of Resident's obligations as described in Section 6 of this Lease, (iv) repeated violation of any terms, material or non-material, of this Lease.
  - G. Resident shall not be entitled to use the grievance procedure in the case of termination of this Lease or eviction of Resident under the unlawful detainer laws of the State of California due to any criminal activity that threatens the health, safety or right to peaceful enjoyment of other Residents or Management's employees or for any drug-related criminal activity as defined in and set forth in Section 6 herein.
  - H. This Lease shall terminate if no remaining family member in the household is a U.S. Citizen or an eligible immigrant.
  - I. This Lease shall terminate if a household has an income that is over 120 percent of the Area Median Income (AMI) for the most recent two (2) consecutive years; the LACDA shall terminate the family's tenancy within 6 months after the two (2) consecutive years. This clause excludes families receiving the Earned Income Disregard and families participating in the Family Self-Sufficiency (FSS) Program.

\_\_\_\_\_ Resident's Initials

### 13. GRIEVANCE PROCEDURE

- A. Except as provided in Section 12 (G) herein, all grievances arising under this Lease shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal. This grievance procedure shall be posted in the Management office and is incorporated herein by this reference.
- B. Resident shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.
- C. Management shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.
- D. Resident has the right to be represented by counsel or other person chosen as a representative at the family's expense.
- E. A formal grievance hearing shall be conducted by an impartial person appointed by the LACDA other than the person who made or approved the LACDA action under review, or a subordinate of such person. A Hearing Officer shall be appointed by the LACDA through an approved list of hearing officers or through an organization approved by the Executive Director of the LACDA. Each party may challenge the hearing officer for good cause and must file an objection stating the reason prior to start of hearing.

### 14. RESIDENT'S RIGHTS UNDER VIOLENCE AGAINST WOMEN'S ACT (VAWA)

- A. Being a victim of domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the Resident's household or any guest or other person under the Resident's control is not by itself a cause for termination under Paragraph 6 of this Lease Agreement.
- B. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking that is engaged in by a member of the Resident's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the Resident, or affiliated individual of the Resident is a victim of that domestic violence, dating violence, sexual assault or stalking.
- C. The LACDA may remove a member of the household from the lease, without regard to whether the member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or authorized member and who engages in criminal acts of physical violence against the Resident or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a resident or authorized member.
- D. The LACDA maintains the right to evict Resident or authorized member of the Resident's household, including a victim of domestic violence, for any violation of this Lease not premised on the act or acts of domestic violence in question.
- E. The LACDA maintains the authority to terminate if it can demonstrate that the Resident, authorized members of the Resident's household, any guest or other person under the Resident's control, are causing an actual and imminent threat to other Residents, Management employees, agents of management, or persons residing in the immediate vicinity of the Premises.
- F. Once the LACDA is notified, Management retains authority to honor court orders relating to the rights of access to or control of the property, including civil protection orders (i) issued to protect the victim and (ii) issued to address the distribution or possession of property among the family members in cases where a family breaks up.

### 15. MODIFICATIONS OR CHANGES

Modification of this Lease shall be by written rider executed by both parties, except for changes in rent made pursuant to Section 5



or changes or amendments set forth below. Management may, from time to time, make changes or amendments in the Utility Allowance, Schedule of Other Charges, and any and all other rules, regulations, schedules or procedures (including grievance procedures) herein or affecting the Lease and any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become part of this Lease. Prior to any change or amendment becoming effective Management shall provide at least thirty (30) days written notice to Resident setting forth the proposed change or amendment, the reasons therefore, and providing Resident an opportunity to make written comments. This notice shall be served on Resident as set forth in Section 11.

**16. NO WAIVER**

Notwithstanding any conduct or custom on the part of Management, the failure of Management to enforce any of Management's rights under this Lease Agreement shall not be construed as having created a custom in any way contrary to the specific terms of this Lease or as having in any way modified this Lease or as having constituted a Waiver of any of Management's rights or obligations under this Lease.

**17. DISCLOSURES AND NOTICES**

<b>DISCLOSURES:</b>
<input type="checkbox"/> <i>(If checked)</i> <b>LEAD DISCLOSURES APPLY:</b> If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section below of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to the Resident.
<b>Management knowledge of lead-based paint and/or lead-based paint hazards in the Residence:</b> <input type="checkbox"/> <i>(If checked)</i> Management has no knowledge of any lead-based paint and/or lead-based paint hazards in the Residence. <input type="checkbox"/> <i>(if checked)</i> Management is aware of the following lead-based paint and/or lead-based paint hazards in the Residence:
<b>Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence:</b> <input type="checkbox"/> <i>(If checked)</i> Management has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence. <input type="checkbox"/> <i>(If checked)</i> There are available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence located at:
Copies of the reports or records identified are available for Resident's review at the address delineated above.
<input type="checkbox"/> <i>(If checked)</i> <b>ASBESTOS DISCLOSURES APPLY:</b> If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section below of this lease will apply.
<b>Management knowledge of asbestos hazards in the Residence:</b> <input type="checkbox"/> <i>(If checked)</i> Management has no knowledge of any asbestos hazards in the Residence, but because of the age of the Residence, the Resident should review the asbestos section of this lease provided below. <input type="checkbox"/> <i>(If checked)</i> Management is aware of the following asbestos hazards in the Residence or Property at the following address:
<b>Reports or records pertaining to asbestos hazards in the Residence or Property:</b> <input type="checkbox"/> <i>(If checked)</i> Management is not aware of any reports or records pertaining to asbestos hazards in the Residence. <input type="checkbox"/> <i>(If checked)</i> Available reports or records pertaining to asbestos hazards in the Residence are as follows:
Copies of the reports or records identified are available for Resident's review at the following address
<b>PROPOSITION 65 WARNING: THE PROPERTY MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS AND FUMES FROM BUILDING MATERIALS, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, UNLEADED GASOLINE, SOOTS, TARS, AND MINERAL OILS.</b>

**NOTICES:**

**A. ASBESTOS.** Asbestos is known to cause cancer. If Section 17 of this lease indicates that the Residence may contain asbestos, you should be aware that disturbing or damaging certain interior Residence or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (iv) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if any of the above situations occur. Any knowledge that we have of asbestos in the Residence Section 17 of this lease. Any available records pertaining to asbestos in the Residence are identified and are available for your review.

**B. LEAD WARNING INFORMATION.** If indicated in the Section 17 of this lease, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that Management has of lead-based paint and/or lead-based paint hazards in the Residence is specified in Section 17 of this lease. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence are identified. Your signature on this lease is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

C. **REGISTERED SEX OFFENDERS NOTICE.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

IN WITNESS, WHEREOF, the parties have executed this Lease this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_,

at \_\_\_\_\_.

**LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

(Resident) \_\_\_\_\_ (Date)

\_\_\_\_\_(Resident \_\_\_\_\_ (Date)

Its: \_\_\_\_\_

The following adult members of the household as set forth in Section 1(B) have reviewed and acknowledge their receipt of this Lease Agreement.

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

\_\_\_\_\_(Occupant) \_\_\_\_\_ (Date)

I (we) have been provided a copy of the lease in traditional Chinese.  
我已收到一份中文版的租約。

Initial(s) \_\_\_\_\_

I (we) have been provided a copy of this Lease in Russian.  
Я получил копию арендного договора на русском языке.

Initial(s) \_\_\_\_\_

I (we) have been provided a copy of this Lease in Spanish.  
Se me ha proporcionado una copia del contrato de arrendamiento en español.

Initial(s) \_\_\_\_\_

FOR INFORMATION ONLY