

Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street
Charleston, South Carolina 29403
(843) 722-1972

RESIDENTIAL DWELLING LEASE

TENANT _____ **TENANT #** _____

PROPERTY ADDRESS _____

1. IDENTIFICATION OF PARTIES AND PREMISES:

The Charleston County Housing and Redevelopment Authority of Charleston (CCHRA), South Carolina (Management) relying upon the statements, certifications, and other information provided by the tenant, also known as Tenant in this lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed application for admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Unit No. _____ located at _____ South Carolina, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

2. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

Charleston County Housing and Redevelopment Authority (CCHRA) hereby leases unto Resident for the term hereinafter stated (subject to earlier termination as hereinafter provided) the premises described above. The term of this lease shall be for a period of 12 months and will begin on _____, 20_____, and expire on _____, 20_____ at a rental of \$_____ per month. Upon the expiration date of this lease, unless renewed by the parties by signing a new lease agreement, this lease will become a month to month tenancy.

This lease shall be renewed for an additional 12 months unless the community service requirement is not fulfilled.

- () This rent is based on the Authority-determined flat/ceiling rent of \$_____ for this unit.
() This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any re-certification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

- (A) Rent is due and payable in advance without notice on the 1st day of each month and is delinquent after the 5th day of the month. This rent will remain in effect unless adjusted in accordance with the provisions of Section 6 hereof.

If rent is unpaid when due and resident fails to pay rent within 5 days of due date, a late charge of \$25.00 will be charged to the Resident's account. **No additional late notice will be given. ON THE 10th DAY OF EACH MONTH YOUR ACCOUNT WILL BE SENT TO THE MAGISTRATE WITH THE COST OF COLLECTION FEES ADDED TO THE ACCOUNT.**

IF YOUR ACCOUNT IS SENT TO THE MAGISTRATE THREE (3) TIMES WITHIN A 12-MONTH PERIOD FOR COLLECTION, THE WARRANT OF EJECTION WILL BE ENFORCED ON THE THIRD OCCASION REGARDLESS OF WHETHER OR NOT PAYMENT HAS BEEN TENDERED. To eliminate the possibility of loss or theft, rent payments should be either by check, cashier's check or money order. **Cash is not an acceptable form of payment.**

- (B) SECURITY DEPOSIT: Resident agrees to pay a security deposit in the total amount of \$200.00 prior to signing of the lease, and first month's rent. Management shall pro-rate rent when applicable.

The deposit is to be applied against any damage done to the premises by the tenant, his/her household, or guest, normal wear and tear excepted; and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit will remain in tact. Upon termination of this lease, the deposit is to be refunded to the tenant or to be applied to any damage or any rent delinquency, attorney's fees, court, or eviction costs, or unpaid service charges.

- (C) RETURNED CHECKS: **A check returned for non-sufficient funds will be considered non-payment of rent.** Resident agrees to pay \$35.00 for each dishonored check for additional bookkeeping costs and handling charges. If more than one (1) check is returned, all future rent and other charges shall be paid in the form of cashier's check, certified check or money order.

3. OCCUPANTS OF UNIT: The resident hereby agrees that the above-described premises will be occupied as a private residence by the resident and his immediate family. All immediate family members who are eighteen years old or older must be signatories to this lease. **All family members shall become a signatory to this lease within thirty days after their eighteenth birthday.** Failure to do so shall constitute cause for termination of this lease.

Management hereby agrees that the resident shall have exclusive use and occupancy of the premises described in the lease. All overnight guests shall be registered with management. Failure to properly register overnight guest with management shall constitute a lease violation, which shall constitute cause for termination of this lease. This provision does not exclude reasonable accommodations (not to exceed thirty (30) days and six (6) holidays per twelve-month period, unless approved by management).

Guest is defined as a person in the leased unit with the consent of tenant or immediate family. With the written consent of Management the unit may be occupied by foster children or a live-in aide. A live-in aide is not a member of the assisted family, but lives in the unit to provide essential care services for an elderly or disabled person 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 supportive services.

4. UTILITIES AND APPLIANCES: Utility allowances for said unit will be \$_____ per month. Management agrees to furnish a cooking range (serial # _____), refrigerator (serial # _____) and hot water heater (serial # _____) without charge. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Resident must **obtain, keep in effect and pay for electricity, gas, water, sewer or other utilities which are not furnished by Management.** Resident agrees to use, only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities provided by the Management. **Failure to keep utility service available to the dwelling is considered a health hazard and is grounds for termination of this lease. Resident also hereby authorizes all utility companies to provide management with data regarding resident's monthly consumption of utilities for the purpose of establishing and updating utility allowances.**

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Rental rate changes will be made at least 60 days prior to the end of tenancy. Resident agrees to furnish accurate and complete information to Management as to household composition, income, net family assets, employment and allowance and deduction for use by Management to determine whether Resident is paying the appropriate amount of rent and whether the unit size meets approved occupancy standards.

This determination will be made in accordance with the approved Management Plan. Upon completion of any review of income or family composition, Management will execute a new lease or mail a written Notice of Rent Adjustment to the Resident. The Resident agrees to accept said Notice of Rent Adjustment as an amendment to this Lease. All additional charges shall become due and payable in full.

A. No changes in rent will be made except in connection with reexamination, or under the following conditions, subject to procedures as authorized in the approved Management Plan.

(1) Loss of, or addition of, income.

(2) Resident received delayed start of periodic payment in a lump sum.

(3) To correct an error which occurred in connection with admission or reexamination.

(4) If it is found that a resident has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should be charged, then the increase in rent shall be made retro-active. Retroactive rent will be paid immediately. A repayment schedule is

possible, with the consent of management. **Misrepresentation of facts upon which rent is based is one of the elements used to determine fraud. Management reserves the right to prefer charges.** Except in situations covered in Paragraph 5 A. (4) herein above (misrepresentation) any increases in rent with the lease year should be effective the second month following the triggering event.

(5) Income reviews will be held every third year for Residents choosing the flat/ceiling rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification.

(6) In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, Charleston County Housing and Redevelopment Authority will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

(7) A Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. Charleston County Housing and Redevelopment Authority shall verify the information to determine if a decrease in the rent is warranted.

Any and all changes in family composition and family income must be reported in writing within 10 days of the change. Failure to report changes shall constitute cause for termination of this agreement and may be cause to prefer charges for fraud.

- B. If Management determines that the size of the dwelling unit is no longer appropriate to Resident's needs, the resident agrees to transfer to the correct size dwelling unit, upon proper notice by Management, that such unit is available. Refusal of the offer of a new lease for a unit of appropriate size is grounds for termination of the Lease. In Single Family Dwellings (scattered sites) when the family size decreases three (3), the family will be given twelve (12) months to vacate.
- C. Tenant may ask management to explain, under its grievance procedures, any rent, change or unit transfer.

6. THE MANAGEMENT AGREES:

- A. To maintain the premises and the complex in a decent, safe and sanitary condition.

- B. To comply with requirements of applicable state laws, building codes and other regulations materially affecting health and safety.
- C. To make necessary repairs to the premises within a reasonable amount of time.
- D. To keep complex building, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances including elevators, supplied by the Management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident and as city ordinance require.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the Tenant of the reasons for any adverse action by management including, but not limited to, a proposed lease termination, transfer of unit and imposition of repair charges. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. No action will be taken until the expiration of time to request a grievance proceeding. If a grievance hearing is requested in a timely manner the proposed action will not become effective until the grievance process has been completed.

7. THE RESIDENT AGREES:

- A. Not to assign the Lease or to sublease the premises.
- B. To purchase Renter's Insurance to protect his or her personal property/effects. Management will not be responsible for theft, loss or damage to Resident's personal items.
- C. Not to provide accommodations for boarders or lodgers.
- D. Not to feed stray animals nor to keep pets or animals anywhere in the complex, except as otherwise authorized by applicable federal laws and/or regulations and that all such pets so authorized to be kept shall be maintained in accordance with Management's current pet policy.
- E. Not to leave automobiles, which are not in running condition, parked on the property. If not removed after Resident has been provided a fourteen (14) day notice, Management will have such automobile towed away at owner's expense.
- F. To use the premises as the sole private dwelling of the tenant and the tenant's immediate family as set forth in Section 3.
- G. To abide by any necessary and reasonable regulations incorporated herein by reference.

- H. To comply with all obligations imposed upon residents by applicable provision of building and housing codes, materially affecting health and safety. To obtain written authorization from Management prior to making any alterations to the interior/exterior of property.
- I. To keep the premises and such other areas as may be assigned to Resident in a clean and good condition, reasonable wear and tear accepted. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for residents who have no household member able to perform such tasks because of age or disability.
- J. To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors to assure they are in working order. Manager will impose a \$50.00 charge if battery or smoke detector is disengaged.
- K. To dispose of all garbage in plastic bags prior to placing in any dumpster or can and to dispose of rubbish and other waste from the premises in a sanitary and safe manner. **If the area around the apartment or house is not maintained in a decent, clean and sanitary condition, the charge for cleaning will be accepted and paid by the resident.**
- L. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
- M. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or project.
- N. To refrain from use of kerosene heaters or similar devices.
- O. To refrain from interfering with the operation of emergency equipment such as smoke detectors, fire extinguishers or similar equipment. (Example, Resident will not remove batteries from smoke detectors or Carbon monoxide detectors.) Resident will be charged \$50.00 for this Violation.
- P. To pay for utilities consumed in excess of the amount agreed to be supplied by Management, if any, and to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities, or common areas caused by the resident, his household, guests, or any other person under Resident's control, in accordance with posted Resident Repair Charge procedures. The Resident further agrees to pay all costs related to ejection proceedings initiated as a result of Resident's violation of any of the terms of this lease. These charges shall become due and collectible within fourteen (14) days of notification.
- Q. To conduct himself, and cause other persons who are on the premises, with his consent, to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of his accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Public housing residents, members of household, guests, or other persons under the Resident's control shall not engage in illegal or criminal activity. Including drug-related criminal activity on or off public housing premises, which impairs the physical or social environment of the complex. (Drug-related criminal activity means the illegal manufacture, sale, distribution,

use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.) Such criminal activity shall because to terminate the tenancy (A criminal conviction is not necessary to cause termination.) (QHWRA 1998-Quality Housing and Work Responsibility Act of 1998)

To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Housing Authority's premises that the Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, employee, of the Authority or any other person law-fully on the Authority's premises. (Quality Housing and Responsibility Act of 1998)

2. Any violent or drug-related criminal activity on or off such premises, or any activity by a tenant or guest in which Management determines that a tenant or guest is illegally using a controlled substance. (Violent is defined as "any activity resulting in a felony conviction".) (Quality Housing and Responsibility Act of 1998)

3. Abuse of alcohol that Management determines that it has Reasonable cause to believe that such illegal use (or pattern of Illegal use) of a controlled substance, or abuse (or pattern of Abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, Employees of the Authority, or persons legally on the premises. (Quality Housing and Responsibility Act of 1998)

VIOLATION OF THIS SECTION (P) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XV WITHOUT AN ARREST OR CONVICTION.

- R. To accept pest control service on a quarterly basis.
- S. Not to illegally discharge any type of firearm and not to posses any illegal and or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles. Illegal use of illegal possession of firearms and /or other weapons shall be grounds for eviction.
- T. To leave the dwelling unit upon vacating the premises in a clean condition, normal wear and tear excepted, and to return the keys to the Manager. Any property left by the tenant in or about the premises after he/she vacates will be considered abandoned and may be disposed of as Charleston County Housing and Redevelopment Authority sees fit.
- U. Not to keep or use inflammable materials on the premises such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks).
- V. Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by the Authority.

- W. Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Management and in accordance with the management's pet policy.
- X. To pay when due all charges due under this lease.
- Y. Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises without the prior written consent of Management and then only under the conditions given by Management for such consent. Residents shall do no electrical wiring.
- Z. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project.
- AA. To immediately report to Management any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the complex, and any other breakage or loss of any kind.
- BB. To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition.
- CC. To complete an application, or other written request, at the option of the Authority, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- DD. To notify management on or before any extended absence from the premises in excess of (15) calendar days.
- EE. To correct any violation promptly (other than a lease termination of tenancy/demand for possession) of receipt of written notice from Management of the specific violation, except as provided to the contrary herein.
- FF. Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and to not receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- GG. Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.
- HH. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside of apartments.
- II. No articles shall be hung from the outside of apartment windows or placed on the window sills. All permitted alterations, additions, and fixtures shall remain as part of the dwelling and intact at the time resident vacates.

JJ. Residents will be charged for all damages to appliances, doors, carpets, wall, etc. caused by misuse or abuse. Small nails are permitted. No stick-up or glue type picture hangers shall be allowed. Mirror wall tiles are not permitted.

KK. Entryways should not be used for storage or waste receptacles and shall be kept clear. Management shall have the right to impound any such articles left in the above referenced areas.

LL. Proper attire is to be worn in public places at all times. Partial nudity will not be allowed.

8. DAMAGE AND REPAIR:

Residents must promptly notify the property manager or the public housing office at 722-1942 extension(s) 122 Monday through Friday, between the hours of 8:30 a.m. - 5:00 p.m., concerning repairs to their unit. Residents should call (843) 297-1770 after hours to request emergency repairs (only). In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately **notify the management** of the damage. Management shall repair the unit within a reasonable time. Standard alternative accommodations will be made available by management, if available, where necessary repairs cannot be made within a reasonable time. If the damage was caused by the Resident, Resident's household or guests, or any other person under Resident's control, **the reasonable costs of the repairs shall be charged to the tenant.** Charges shall be made based upon management's posted Repair Charge Schedule and/or additional cost of completing the repair. If repairs are not made in a reasonable time and no alternative accommodations are available, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation **or if the damage was caused by the resident, resident's household, guests, or persons under the resident's control. Such damage shall constitute cause for termination of this lease.**

9. INSPECTIONS:

Management and Resident or his representative shall inspect the premises prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. This statement shall be signed by the Manager and the Resident, and a copy of the statement shall be retained in the Resident's folder. At the time Resident vacates, management shall inspect the unit and furnish the Resident a written statement of charges to be made, if any, for which Resident is responsible. Resident, or his representative, may join in such inspection unless the Resident vacates without notice to Management. Employee or representative of Management will be permitted to enter Resident's dwelling unit for the purpose of performing routine inspections and maintenance (including extermination service, for making improvements or repairs, or to show the premises for re-leasing during normal business hours). ***During periods of construction or modernization, inspectors for the Housing Authority will be allowed to inspect contractor's work. The required notice will be waived under these conditions.***

Except that no written notice will be required for maintenance requested by the Resident, a written statement specifying the purpose of Management's entry delivered to the premises at least 24 hours before such entry shall be considered reasonable advance notification. However, Management may enter when it reasonably believes that an emergency exists which requires such entrance. If the Resident and all adult members of his household are absent from the premises at time of entry, the Management shall leave at the premises a written statement

specifying the person(s) who entered the premises, the date, time, and purpose of entry, prior to leaving the premises.

10. LEGAL NOTICES:

- A. Management shall notify the Resident of the specific grounds for any proposed adverse action by Management. Such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- B. Management shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in section XII of this lease.
- C. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination for possession, a notice of lease termination/demand for possession in accordance with XI (B) shall constitute adequate notice of proposed adverse action.
- D. In the case of a proposed adverse action other than a lease termination/demand for possession, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

11. NOTICE PROCEDURES:

- A. Management and the Resident in giving notice one to the other shall use the following procedure:
 - 1. Except as provided in Paragraph C of this section, notice to a resident shall be in writing and delivered to the resident or to an adult member of the resident's household residing in the dwelling or sent by prepaid first class mail properly addressed to the resident; and
 - 2. Notice to Management shall be writing, delivered to the project office or Management's central office or sent by U.S. first class mail properly addressed.
- B. Notice to terminate/vacate from Management shall be in writing and such notice shall be delivered to the resident or an adult member of resident's household or sent pre-paid first class mail properly addressed to the resident.
- C. If the resident is visually impaired all notices must be in a format understandable by resident.
- D. Except as provided to the contrary herein, notices to the resident shall be in writing and either delivered to the resident or an adult member of the resident's household or sent by prepaid first class mail, registered mail or certified mail properly addressed to resident. Resident shall be permitted to specify in writing any other address, if different from the address of resident's dwelling to which notice should be sent. If not otherwise specified, notice sent to the resident's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the resident, in accordance with South Carolina Law.

Resident agrees that in the absence of a forwarding address being submitted to Management in writing, resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or federal law.

RESIDENT AGREES TO GIVE MANAGEMENT 30 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE DWELLING UNIT. Notice shall be given on the first (1st) day of the month.

12. TERMINATION OF TENANCY AND EVICTIONS:

A. Management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease such as:

1. Failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.
2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income.
3. Failure to perform required community service or be exempted therefrom.
4. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.
5. Determination or discovery that a resident is a registered sex offender.

B. Management shall give written notice of lease termination/demand for possession of:

1. 14 calendar days in the case of failure to pay rent; Unless as described in Paragraph 2 (A).
2. A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other residents or management employees is threatened; and
3. 30 calendar days in any other case.

The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the resident of the resident's right to make such reply as the resident may wish. These notices may be combined into one document. When management is required to afford the resident the opportunity for a grievance hearing the notice shall also inform the resident of the resident's right to request a hearing in accordance with Management's grievance procedure. Management shall provide the resident a reasonable opportunity to examine, at the resident's request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including

records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. The resident shall be provided a copy of any such document at the resident's expense.

13. ABANDONED PROPERTY AND FURNISHINGS:

Upon abandonment of the premises, the resident hereby appoints Management and or Management's employees as the resident agents to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. Management shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The resident hereby further appoints Management and or Management's employees, resident's agent (s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the resident within such thirty (30) calendar days after the resident has abandoned the premises, then Management is hereby authorized to donate said property to a charitable organization. In the absence of actual knowledge of abandonment, it shall be presumed that resident has abandoned the dwelling if resident is absent from the dwelling for a period of fifteen (15) days from the date of discovery, the rent is not current, utilities are turned off and resident has not notified management in advance of his or her intended absence.

14. PAYMENT OF RENT INTO COURT/UNDERTAKING ON APPEAL AN ORDER STAYING EXECUTION:

In any action whereby the landlord sues for possession and the resident raises defenses or counterclaims pursuant to applicable law or this lease, the resident is required to continue to pay rent as provided by South Carolina Code of Laws, Section 27-40-790 (1976 as amended). A copy of this statute will be made available to the resident upon request. Upon any appeal to the Circuit Court the resident may obtain an order staying execution of a judgment for ejection by complying with the provisions of South Carolina Code of Laws Title 27 Chapter 40 Residential and Landlord Tenant Act, Section 27-40-800. A copy of this statute will be made available to the resident upon request.

15. DRUG-FREE HOUSING:

A. Resident, any member of the Resident's household, guests or other persons under the Resident's control shall not engage in criminal activity, including violent or drug related criminal activity, on or off public housing premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S. C. 802).

B. Resident, any member of the resident's household, guests or other persons under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off public housing premises.

C. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity. Including drug related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

D. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off public housing premises or otherwise.

E. Resident, any member of the resident's household, guests or other persons under the resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or off public housing premises. QHWRA will govern in the case of conflicting information.

F. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of the above shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by preponderance of the evidence.

16. ACCOMMODATION OF PERSONS WITH DISABILITIES.

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

The management shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodations of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirement or other requirements of tenancy.

17. **MANDATORY COMMUNITY SERVICE REQUIREMENT:** As a condition of continue occupancy, excluding exempt residents, each adult (18 years and older) member of the household shall contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month. (See: CCHRA's Community Service Policy).

18. **GRIEVANCE PROCEDURE:** All grievance or appeals arising under this lease shall be processed and resolved pursuant to Grievance Procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the project office and incorporated herein by reference. Management will notify tenant if under the circumstances, he is not entitled to an Administrative hearing. ~~(For example, the tenant is not entitled to a hearing before eviction for drug related and other criminal activity or for a criminal threat to health or safety of other tenants or Authority employees.)~~

A. **Incorporation by Reference:** This lease incorporates all of the provisions, procedures, and rules as outlined in the County's Grievance procedures into this lease agreement. At the request of the Tenant, a full copy of the Grievance Procedures will be provided by the Landlord. An online version of the grievance procedures can be accessed under the CCHRA Policies tab at the following link: <http://cchra.net/public-notice/>.

B. Hearing Officer Selection: Hearing officer shall mean a person selected to hear grievances and render a decision with respect thereto. A hearing officer shall be selected as follows: (a) the hearing officer shall be an impartial, disinterested person approved by the Housing Authority Board of Commissioners. The officer cannot be a party related to the grievance; (b) The Housing Authority may consult with resident organizations before appointment of hearing officers and documents related to discovery in the grievance process will be made available to residents. Such individual or individuals do not need legal training.

19. CHANGES TO LEASE: This lease, together with any future adjustments of rent or dwelling unit, evidence the entire agreement between Management and the Resident. Any modification of this lease will be accomplished by a written amendment to the lease executed by both parties, except for the Section which refer to posting of policies, rules and regulations.

20. RECEIPT FOR ATTACHMENTS

By signing this lease, Resident hereby acknowledges that this document contains fourteen (14) pages and receipts for all attachments hereto which are listed below.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, 20_____.

BY: _____
EXECUTIVE DIRECTOR OR CCHRA AUTHORIZED AGENT

BY: _____
RESIDENT (HEAD OF HOUSEHOLD)

BY: _____
RESIDENT (OTHER ADULT MEMBER)

BY: _____
RESIDENT (OTHER ADULT MEMBER)

BY: _____
RESIDENT (OTHER ADULT MEMBER)