



PROPOSED HHA LEASE AND POLICY CHANGES EFFECTIVE DATE FEBRUARY 1, 2019

Huntsville Housing Authority (HHA) has adopted changes to the Public Housing Lease. All residents will be required to sign and accept the terms of the Lease at their next regular reexamination. Outlined below are the changes which are included in the lease. It is each and every resident's responsibility to read and comply with HHA's policies and lease terms.

Lease Sections:

- TERM, AMOUNT, AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHANGES - Section II (A):
 - a. Include the following:
 - **The term of this lease is one (1) year from the date of signature below.**
 - Tenants who have submitted a check that is returned for insufficient funds shall be required to **pay an "insufficient funds fee" and** make all future payments by cashier's check or money order.
- TERM, AMOUNT, AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHANGES - Section II (D):
 - a. Include the following:
 - **TENANT UNDERSTANDS THAT IT IS THEIR RESPONSIBILITY TO OBTAIN RENTERS' INSURANCE TO PROTECT THEIR PERSONAL PROPERTY. HHA WILL NOT REIMBURSE TENANT FOR DAMAGE TO PERSONAL PROPERTY.**
 - b. Revise the late fee and the date the late fee is charged.
 - **A \$25.00 LATE FEE IS CHARGED IF RENT IS NOT PAID BY THE 8TH OF THE MONTH**
- REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY – Section III (D)(2)
 - a. Revised to state:
 - A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the tenant reported the decrease, in writing, **whichever is later, if the report of change is made on or prior to the 20th day of the month. Income changes reported after the 20th day of the month will be processed the following month.** The information must be verified, in writing, by the Landlord.
- OBLIGATIONS OF LANDLORD; LANDLORD AGREES: - Section VII(H)(2):
 - a. Revised to state:
 - **Posted in the property management office of each site.**
- DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY – Section VIII(E)(8) and (E)(9)
 - a. (E)(8) revised to state:
 - **DOOR LOCKS AND WINDOW LOCKS: All entrance door locks and window locks must function properly, in order to secure your apartment. Please call in any problems with your door docks and/or window to the maintenance line.**
 - b. (E)(9) added and states:
 - **HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS: HVAC systems must be utilized in order to promote the circulation of air, decrease humidity, and prevent the growth of mold and mildew. Failure to use the HVAC unit as instructed by maintenance and property management staff is a violation. Please call in any problems with your HVAC system to the maintenance line.**



- EVICTION FOR CRIMINAL ACTIVITY – Section XV(B)
 - a. Removed the following:
 - **Notice to Post Office.** When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.
- ACCOMMODATION OF PERSONS WITH DISABILITIES: - Section XVI (A)
 - a. Revise paragraph (A) to state:
 - 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, **once the Landlord has received verification from a medical professional of the need for such reasonable accommodation.**

HOUSE RULES CHANGES

- TENANT RESPONSIBILITIES – Section II(H), (I), (J)
 - a. Revise Section II(H) to state:
 - HHA provides regularly scheduled treatment for common pests. When **specialized pest treatment** is scheduled, the tenant must remove items from cabinets, etc. as requested and follow all instructions of HHA staff and other pest control applicators **Tenants must be prepared for any bedbug or roach infestation special treatment, or they will be charged no less than \$75 for the aggregate costs for maintenance personnel and the pest control service technician.**
 - b. Removed language from Section II(I):
 - The head of the household, household members, guests or visitors must not permit persons who have received a "No Trespass" notice from Huntsville Police Department to be in or near the unit. ~~If a resident's guest is placed on "No Trespass," the head of household and all others on the lease over 18 years of age will be required to sign a Notice of Trespassing, after HHA is notified that a guest was placed on No trespassing list.~~
 - c. Added language to Section II(J) to state:
 - **4) Tenants must bag all garbage and trash before disposal in a trash container, dumpster, or trash chute.**

INCENTIVE SITE LEASE ADDENDUM CHANGES

- Paragraph 4:
 - a. Revised language to state:
 - **I understand that if I become unemployed more than once in a consecutive twelve (12) month period, the Management Agent may terminate my tenancy.**

NEW ADDENDUMS

- Bed Bug Addendum
- Mold Addendum
- Disclaimer of Personal Property Liability
- Satellite Dish and Antenna Addendum

Public Comment Period: December 20, 2018 – January 19, 2019

Please submit written comments to your HHA property manager or at HHA Central Office, 200 Washington Street, to the attention of Terry Boyd, Superintendent of Housing Operations.

