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RESIDENT GRIEVANCE POLICY

**THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
PUBLIC HOUSING RENTAL AGREEMENT**

This rental agreement (the "Agreement") is entered into by and between the Housing Authority of the City of Los Angeles ("Management") and the individual or individuals identified as residents (singularly or collectively, "Resident") for the rental of that certain residence ("Residence"), where both the Resident and Residence are identified in the rental summary (the "Rental Summary") of this Agreement. Management shall stand as landlord to the Resident, and the Resident as tenant to Management.

I. RENTAL AND OCCUPANCY OF RESIDENCE

A. RESIDENCE - Management agrees to rent to the Resident the Residence that is located within the housing development ("Housing Development") identified in the Rental Summary.

B. HOUSEHOLD MEMBERS AND AUTHORIZED OCCUPANTS - No one other than the Resident and their household members ("Household Members") as identified in the Rental Summary, shall reside in the Residence. All Household Members shall occupy the Residence as licensees with no right of possession to the Residence.

C. CHANGES IN HOUSEHOLD MEMBERS - Any deletions of Household Members shall be reported in writing to Management within thirty (30) days of any Household Member ceasing to reside in the Residence. Except for newborns born to the Resident or a Household Member, adoptions, and court awarded custody, any additions of Household Members must be approved in advance, and in writing, by Management before any such individual or individuals may occupy the Residence. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

D. USE OF RESIDENCE - The Resident shall have the right to the exclusive use and occupancy of the Residence as a private dwelling. The Residence shall be used only for residential purposes. The Residence shall be the sole and exclusive dwelling unit of the Resident and any and all Household Members (no Resident or Household Member may maintain another residence while this Agreement is in force). The Resident shall not, in whole or in part, assign this Agreement, or sublet or transfer possession of any part or all of the Residence. The Resident shall not give accommodations to boarders or lodgers. Residents may provide reasonable accommodations for their guests and visitors, but shall promptly obtain Management's written approval for the presence of any such person who occupies the residence for more than fourteen (14) days during any 12-month period. The Resident shall notify Management in advance when the Resident will be absent from the Residence for more than seven (7) consecutive days. The Resident shall give prompt prior written notice to Management in the event the Resident will be absent from the Unit for more than 30 calendar days. Such notice shall include information regarding the expected duration of

the absence and where the Resident may be contacted in the event of an emergency.

E. APPLIANCES - Management shall provide those appliances listed in the Rental Summary in good working order and maintain same in good working order during the tenancy.

II. SECURITY DEPOSITS AND PAYMENTS OF RENT DUE UNDER THIS AGREEMENT

A. SECURITY DEPOSITS - At the time the Resident signs this Agreement, the Resident will give Management the security deposit set forth in the Rental Summary. Management may, but shall not be required to, pay interest on the security deposit. The security deposit shall not be decreased at any time during the tenancy. If the rent increases during the tenancy, Management shall have the right at any time, upon 30 days written notice, to increase the security deposit to an amount equal to one month's rent.

After this Agreement is terminated, 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 which exceeds normal wear and tear and which is caused by the Resident, Household Members, or their guests or visitors; and Management's costs and expenses incurred cleaning the Residence after Resident vacates.

Within three (3) weeks after the Resident vacates the Residence, the refundable amount (if any) of the security deposit will be returned together with a written closing statement which itemizes all costs, charges and expenses debited against the Resident's security deposit. Such statement will be mailed to the Resident's forwarding address. If such costs, charges or expenses or damages exceed the amount of the security deposit, the Resident will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Agreement. If the Resident vacates the Residence and owes a balance for any of the above reasons, they will not be eligible for re-admission to this or any other housing program administered by Management until the outstanding balance has been paid in full.

B. RENT AND RENT DUE DATE - The Resident shall pay Management the monthly rent ("Rent") set forth in the Rental Summary and as adjusted in accordance with HUD regulations and Subsection E hereof. Rent shall be paid on or before the first (1st) day of each calendar month beginning with the rent commencement Date ("Rent Commencement Date") that is set forth in the Rental Summary.

C. PRORATED RENT - The prorated rent payment ("Prorated Rent") for the prorated period ("Prorated Period"), both set forth in the Rental Summary, shall be due and payable at the time this Agreement is executed.

D. DELINQUENT RENT - Should the Resident fail to pay rent by the first (1st) of the month when due, a notice to pay rent or quit will be served. Rent is delinquent if received by Management after the due date.

E. LATE CHARGE AND NON SUFFICIENT FUNDS - Should the Resident fail to pay rent timely, such that the full amount of rent has not been received by Management before the tenth (10th) of the month, in which said rent became due, the Resident shall be charged a \$20 late fee. Payment of the late fee shall be due on the first of the following month. Any notice to the Resident that a late charge has been assessed shall not waive, or otherwise affect, any lease termination notice or lawsuit. Tender of late fees after the expiration of a lease termination notice shall not waive said notice or the right to commence an eviction action based on the notice.

The Resident shall be charged for any and all checks returned by the Resident's bank in an amount equal charged Management by Management's bank.

F. REDETERMINATION OF RENT AND OCCUPANCY -

1. REGULAR REVIEW-

As required by federal law, or more frequently as reasonably requested by Management, the Resident shall meet with, and provide, Management with true and complete written verification of the household's income from all sources, household composition, and any other information deemed pertinent by Management in determining the family's eligibility for continued occupancy. Management will review this information and determine whether the Rent should be changed and if the Resident is still eligible to occupy the Residence. This meeting shall be called a "Regular Review."

Any adjustment to the Rent ("Rent Adjustment") required as a result of the Regular Review will be effective thirty (30) days after service on the Resident of a Notice of Rent Adjustment [See Section II(E)(3) hereof]. The Rent, as adjusted with a Regular Review, will remain constant unless there is a "Change in Circumstances" as defined below.

If the Resident or Household Members fail to meet with Management or fail to provide Management with information that Management has requested, the Resident shall be in default of this Agreement. Any misrepresentation or omission of facts or information materially relevant in determining a rent adjustment or eligibility for occupancy of the Residence shall be deemed good cause to terminate this Agreement.

2. CHANGE IN CIRCUMSTANCES -

The Resident shall notify Management of any "Change in Circumstances" within

thirty (30) days of such change. A "Change in Circumstances" occurs when:

- a) There is an addition or deletion of a Resident or Household Member; or
- b) A Resident or household member is temporarily out of the residence. As herein, "temporary" shall mean for more than 30 consecutive days; or
- c) There is a change in the income of the Resident or a Household Member.

If, upon verification of a Change in Circumstances, Management determines that Resident's Rent does not conform to the approved Occupancy Policy and Schedule of Rents Policy, then an adjustment in the rent ("Rent Adjustment") will be made such that the Rent will then conform.

Any decrease in Rent will be effective on the first day of the calendar month following the month in which either (1) the Change in Circumstances occurred, or (2) the Change in Circumstances was reported in writing to the Management office, whichever event occurred last. Any increase in Rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstances occurred. A Notice of Rent Adjustment shall be delivered pursuant to Section II(E)(3) hereof.

Failure to notify Management of any Change in Circumstances within the thirty (30) days following such change shall be deemed good cause to terminate this Agreement. Any misrepresentation or omission of facts or information materially relevant in determining a Rent Adjustment or eligibility shall be deemed good cause to terminate this Agreement.

If it is determined at any point during the tenancy that the Resident should have been charged more rent than they were, the Resident shall be charged the difference between the Rent and what should have been charged. Such difference in Rent shall be called retrorent ("Retrorent") and become due and payable thirty (30) days after written notice to the Resident. Retrorent shall be deemed Rent.

In addition to collecting Retrorent, Management shall have the right to pursue any additional actions and/or remedies available under the law including terminating this Agreement.

3. NOTIFICATION OF CHANGE IN RENT AND RENTAL PAYMENTS

Management will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section XIV of this Agreement. Payments shall be made in accordance with Section V of this Agreement.

III. UTILITY SERVICES

A. UTILITIES PROVIDED - Management shall not provide any utilities or other services to the Residence except water, sewer, and those additional utility services set forth in the Rental Summary.

B. UTILITY ALLOWANCE – In accordance with federal regulations, the Resident is provided a utility allowance for utilities directly billed to and paid for by the tenant (including trash service) which is determined and accounted for in the calculation of the Resident's rent. The schedule of these allowances ("Schedule of Utilities") is posted in the Management office.

C. EXCESS UTILITIES CHARGES - In the event Management provides any utility to the Residence, the Resident shall receive a utility consumption allowance towards the cost of such utilities in accordance with the Schedule of Utilities posted in the Management office. In the event the consumption at the unit exceeds the amount allowed for by the Schedule of Utilities, the Resident shall pay any charges for the consumption of utilities in excess of the utility consumption allowance as an excess utility charges ("Excess Utility Charges").

D. UTILITY BILLS AND PAYMENTS - For any Excess Utility Charges incurred by the Resident, Management shall give the Resident a written statement which sets forth the amount and nature of the charges owed at least thirty (30) days before such charges become due and payable. Payment shall be made in accordance with Section V of this Agreement.

E. DUTY TO OBTAIN AND MAINTAIN UTILITIES - Resident shall arrange with local utility companies to provide for any and all required or desired utility services not provided by Management. Resident shall pay directly to the utility company for any utilities obtained and not provided by Management. When not provided by Management, the Resident shall at all time during the tenancy obtain and maintain gas and electrical service to the Residence.

IV. OTHER CHARGES

A. OTHER CHARGES - Resident shall pay for the cost of repairing any damages made to the Residence and the public areas caused by the Resident, Household Members, guests, or other visitors of the Resident. These other charges ("Other Charges") shall be billed to Resident and will specify the damaged items, corrective action taken, and cost of labor and/or materials to correct the damages. The cost of repairs shall be based upon the schedule of other charges ("Schedule of Other Charges"), which is posted in the Management Office.

B. BILLINGS AND PAYMENTS - For any Other Charges incurred by the Resident, Management shall give the Resident a written statement which sets forth the

amount and nature of the charges owed at least fourteen (14) days before such charges become due and payable. Payment shall be made in accordance with Section V of this Agreement.

V. METHOD OF PAYMENT OF MONETARY OBLIGATIONS

All payments of Rent and any other monetary sums due under the terms of this Agreement shall be made by certified funds, check or money order. For security reasons, Management shall not accept cash payments. Unless otherwise agreed in writing, all ordinary lease payments shall be mailed as directed in the Resident's monthly statement of account. The Resident shall obtain a proof of mailing of any and all payments or bear the risk that such payment will become lost or delayed.

VI. CONFIDENTIALITY OF RECORD

Confidential records and information obtained by Management shall not be disclosed to third parties except in accordance with law.

VII. TRANSFERS

A. RIGHT OF TRANSFER - Any time during the tenancy, Management shall have the right, but is not obligated to, transfer the Resident and their Household Members to another Management owned dwelling designated by Management. Such transfers shall only be made whenever:

- (1) A change in the household composition warrants a transfer in accordance with Management's approved Occupancy Policies and Schedule of Rents;
- (2) The Residence requires repairs, alterations, rehabilitation or modernization which would reasonably require the removal of all occupants from the Residence or when such work cannot be performed within a reasonable amount of time;
- (3) The Residence is needed as a disabled unit and neither the Resident nor any Household Member is disabled;
- (4) The Resident or a member of the Resident's household becomes disabled and the Residence is not reasonably suitable for such use; or
- (5) There exists good cause including, but not limited to, program changes; demolition and/or disposition; resident transfer requests because of medical, employment, or transportation needs; social problems; or emergencies.

B. DURATION OF TRANSFER AND COMPENSATION - At the sole determination of Management, all transfers may be either on a permanent or temporary basis. Furthermore, except as provided by law all transfers shall be without

compensation.

C. NOTICE OF TRANSFER - Except in the case of an emergency, the Resident shall be served a written notice of transfer fourteen (14) days before being required to vacate their current Residence and transfer to another. In the case of an emergency, the Resident may be served with a written notice of transfer one (1) day before being required to transfer.

D. FURTHER ASSURANCES - At the time of any transfer, the Resident shall sign and deliver to Management all documents necessary to reflect the nature of the transfer and to appropriately amend this Agreement.

VIII. CRIMINAL AND DRUG RELATED ACTIVITIES

In an effort to make Public Housing communities safer from threats of criminal and drug related activities, Management is taking a “zero tolerance” position towards the commission of any of the hereinafter described Criminal or Drug-Related Criminal activities.

A. CRIMINAL ACTIVITY - No Resident, Household Member, guest, or other person under their control shall commit any criminal or illegal act, on or off Housing Authority owned or operated real property, which threatens (1) the health or safety of any Housing Authority resident, (2) the rights of any Housing Authority resident to the peaceful and quiet enjoyment of their residence, (3) the health or safety of any of Management’s employees, or (4) the health or safety of any member of the public who is on or near Housing Authority property.

The Resident specifically understands and acknowledges that:

(1) The Resident has an affirmative obligation to ensure that the Resident, a Household Member, guest, or other person under their control commits no such criminal or illegal activity;

(2) The Resident shall be held strictly and vicariously liable for such criminal or illegal acts of a Household Member, guest, or other person under their control; and

(3) That any such criminal or illegal act, regardless of whether there is an arrest or a conviction, shall be deemed “good cause” to terminate this Agreement.

As used throughout this agreement, “other person under their control” shall mean any person other than a Resident, Household Member, or guest who enters the Development at the express or implied invitation of the Resident, a Household Member, or their guest.

B. CRIMINAL DRUG RELATED ACTIVITY - No Resident, Household Member, guest, or other person under their control shall engage in any Drug-Related

Criminal Activity on or off any Housing Authority owned or operated real property. As used herein, "Drug-Related Criminal Activity" shall mean the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

The Resident specifically understands and acknowledges that:

(1) The Resident has an affirmative obligation to ensure that the Resident, a Household Member, or guest, or other person under their control do not commit any Drug-Related Criminal Activity;

(2) The Resident shall be held strictly and vicariously liable for any such Drug-Related Criminal Activity which is committed by a Household Member, guest, or other person under their control; and

(3) That any such Drug-Related Criminal Activity, regardless of whether there is an arrest or a conviction, shall be deemed "good cause" to terminate this Agreement.

IX. RESIDENT'S OBLIGATIONS

In addition to obligations stated elsewhere in this Agreement, the Resident agrees to the following:

A. NUISANCE - No Resident, Household Member, or guest, or other person under their control shall commit or maintain a nuisance on or about the Residence or Housing Development.

B. IMPAIRMENT OF THE ENVIRONMENT - To conduct themselves, and to cause Household Members, guests and other persons who are under their control, to conduct themselves in a manner which will not impair the physical or social environment of the Housing Development.

C. QUIET ENJOYMENT - To conduct themselves, and to cause Household Members, guests and other persons under their control, to conduct themselves in a manner that will not disturb the rights of other residents of the Development to the peaceful enjoyment of their residences or the public areas.

D. INTERFERENCE WITH JOB RESPONSIBILITIES - No Resident, Household Member, or guest, or other person under the control of a Resident shall interfere with the job responsibilities of authorized vendors, service personnel or representatives of Management.

E. RESIDENTIAL RULES - To abide by all the Housing Authority of the City of Los Angeles residential rules ("Residential Rules") established for the benefit and well being of the residents who live in the Housing Development in which the Residence is

located. A copy of the Residential Rules are attached hereto and incorporated herein as Exhibit A. A copy of the rules and regulations shall also be posted in Management's office.

F. HEALTH AND SAFETY - To comply with all obligations imposed upon Resident by applicable provisions of Federal, State and local building and housing codes that materially affect health and safety; and to keep the Residence and such other areas as may be assigned to the Resident for their exclusive use, in a clean and safe condition.

G. PETS - Not to keep, or allow anyone who lives in the Residence to keep, any pets or animals (except small birds and fish). Subject to Management's approval, senior citizens and those with disabilities may be allowed to keep a pet(s) in accordance with Management's Keeping of Animal Policy.

H. NOTICE OF REPAIRS AND INFESTATION - To promptly notify Management by calling the Work Order Center at 1-800-974-2292 whenever repairs or pest control service to their Residence are required.

I. HOUSEKEEPING STANDARDS - To maintain the Residence in a clean and sanitary manner in accordance with the Housing Authority of the City of Los Angeles residential housekeeping standards ("Residential Housekeeping Standards") attached hereto and incorporated herein as Exhibit B. A copy of the Residential Housekeeping Standards shall also be posted in the Management office.

J. PEST CONTROL PROGRAM - To comply with Management's fumigation program.

K. RUBBISH REMOVAL - To dispose of all ashes, 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.

L. CARE IN USE OF FACILITIES - To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

M. DAMAGE TO RESIDENCE OR HOUSING DEVELOPMENT - No Resident, Household Member, or guest, or other person under their control shall deface, paint, damage, destroy, tamper with or remove any part of the Residence or Housing Development.

N. ALTERATIONS - To make no repairs, alterations or additions of any kind without the prior written consent of Management, including but not limited to, painting, changing locks, or installing security bars, doors safety devices, or exterior surveillance cameras. Management may withhold such consent at Management's sole discretion.

O. SIGNS - Not to display on building exteriors, unit door, or common areas (including, but limited to lawns and garden beds) or about the Residence or other locations within the Housing Development any signs or advertisements of any kind including, but not limited to, signs for goods or services or political endorsements.

P. YARD/GARAGE SALES - If the Resident holds a yard/garage sale, it is to be in accordance with any applicable laws and in such a manner as to not interfere with other resident's right to peaceful enjoyment of their dwelling units and the common areas of the development.

X. MANAGEMENT'S OBLIGATIONS

Management agrees:

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

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

C. REPAIRS - To make necessary repairs to the Residence.

D. CLEAN AND SAFE COMMON AREAS - To keep Housing Development buildings, facilities and common areas reserved for the exclusive use of the residents in a clean and safe condition.

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

F. TRASH RECEPTACLES - To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident and their household) for the deposit of garbage, rubbish and other waste, which must be removed from the Residence by the Resident.

G. HEAT AND WATER - 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. NOTICE OF ADVERSE ACTION - To notify the Resident of the specific grounds for any proposed adverse action by Management. (Such adverse action includes, but is not limited to, a proposed termination of this Agreement, transfer of the Resident to another unit, imposition of charges for maintenance and repair, imposition

of excess consumption of utilities, or an assessment of Retrorent.)

I. HANDICAPPED ACCESS - To make or provide reasonable accommodations for Residents and Household Members who are, or become, handicapped.

XI. HAZARDOUS DEFECTS

In the event that the Residence is damaged or deteriorated to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Resident shall immediately notify Management in writing of the condition. Management shall be responsible for repairing the Residence within a reasonable time, provided the damage or deterioration was not caused by the Resident, a Household Member or guest. If the Resident, a Household Member, or a guest caused the damage or deterioration, the cost of repairs shall be charged to the Resident. When necessary repairs cannot be made within a reasonable time, Management shall offer the Resident Management's standard alternative accommodations, if available. If no alternative accommodations are offered and the Resident, a Household Member, or guest did not cause the damage, the rent shall be abated in proportion to the seriousness of the damage and loss in value of the Residence as a dwelling.

XII. INSPECTIONS AND RIGHT OF ENTRY

A. ROUTINE INSPECTIONS

Upon not less than two days prior written notice, Management may enter the Residence during reasonable working hours for the purpose of performing routine inspections or maintenance, for making improvements or repairs, or to show the Residence to a prospective resident. Such notice shall specify the purpose of the entry. (A request by the Resident for routine maintenance or repairs shall be deemed a waiver of the two day notice requirement, providing that such work is performed by Management within twenty-five (25) days of the Resident's request.)

In the event that the Resident and all adult members of the household are absent from the Residence when the entry is made, Management shall leave in the Residence, before leaving, a written statement specifying the date, time and purpose of entry.

Management may at any time and without prior notice enter the Residence when there is a reasonable belief that an emergency exists.

B. PRECOMMENCEMENT AND TERMINATION INSPECTIONS

The Resident and Management shall inspect the Residence before the Commencement Date and execute a joint statement regarding condition of the Residence. Also, on or about the time the tenancy is terminated, a similar inspection

shall take place by Management for the purposes of determining what damages to unit exist and what charges will be assessed against the Resident. The Resident shall have the right to be present when Management inspects the Residence upon termination of the tenancy, unless the tenant vacates without notice to Management. The Resident shall give notice to Management of their intent to exercise such right at the time the Resident gives notice to vacate so that the proper arrangements can be made for the termination inspection.

C. HOUSEKEEPING INSPECTIONS

At least once a year, Management shall inspect the Residence for the purpose of ascertaining the condition of the Residence. Such inspection shall be routine.

XIII. DEFAULTS, TERMINATIONS AND ABANDONMENTS

A. TERMINATIONS

This Agreement shall be terminated upon the death of the last surviving Resident to this Agreement, upon a voluntary termination of this Agreement by all Residents, or as otherwise provided by law including, but not limited to, the nonpayment of rent, a serious or repeated violation of a material term of this Agreement, or for other good cause. It shall be deemed good cause to terminate this Agreement for any Criminal Activity or Drug-Related Criminal Activity as set forth in Sections VIII-A or VIII-B of this Agreement.

B. VOLUNTARY TERMINATION NOTICES

Voluntary termination of this Agreement by the Resident shall be by written thirty (30) day notice to Management. Such notice shall be on a form designated by Management and signed by each Resident, if there be more than one, setting forth the last day of their occupancy. Such notice shall be delivered in person to the Management office of the Housing Development.

C. INVOLUNTARY TERMINATION NOTICES

In terminating this Agreement, Management shall give a written notice of termination ("Notice of Termination") of:

(A). 14 days in the case of failure to pay rent;

(B). A reasonable time considering the seriousness of the situation (but not exceeding 30 days) when the health or safety of other residents or Management's employees is threatened; and

(C). 30 days in any other case.

The Notice of Termination shall state specific grounds for termination, and shall inform the Resident of their right to make such reply as the Resident may wish. The Notice of Termination shall also inform the Resident of the right to examine Management documents directly relevant to the termination or eviction. When Management is required to afford the Resident the opportunity for a grievance hearing, the Notice of Termination shall also inform the Resident of the Resident's right to request a hearing in accordance with Management's grievance procedure.

A notice terminating the tenancy, which is required under California law, may be combined, or run concurrently, with a Notice of Termination as set forth above.

When Management is required to afford the Resident the opportunity for a formal hearing under Management's grievance procedure for a grievance concerning the termination of this Agreement, the tenancy shall not terminate (even if the notice to vacate under California law has expired) until the time for the Resident's right to request a grievance hearing has expired; and if a hearing was timely requested by the Resident, the grievance process has been completed.

When Management is not required to afford the Resident the opportunity for a formal hearing under Management's administrative grievance procedure for a grievance concerning the termination of this Agreement, the Notice of Termination shall:

i) State that the Resident is not entitled to a grievance hearing on the termination;

ii) Specify the judicial eviction procedures to be used by Management for the eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations and;

iii) State the eviction is for a Criminal or Drug-Related Criminal Activity where such activity is the basis of the eviction.

D. SERVICE OF TERMINATION NOTICE

When a notice of termination requires service pursuant to California Code of Civil Procedure §1162, such service may be made by either:

(1). Personally delivering a copy to the Resident, or if there be more than one Resident, then on one of the Residents; or,

(2). If the Resident is absent from the Residence and from their usual place of business, service may be made by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the Resident at their place of residence; or,

(3). If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then service may be made by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the Resident at the place where the property is situated.

E. ABANDONMENTS

Whenever the Rent has been unpaid for at least 14 consecutive days and Management reasonably believes the Resident has abandoned the Residence, Management may give the Resident a Notice of Belief of Abandonment, which if unanswered pursuant to law, shall serve to terminate this Agreement. Such notice shall be personally delivered to the Resident or sent by first-class mail, postage prepaid, to the Resident at their last known address and, if there is reason to believe that the notice sent to that address will not be received by the Resident, also to such other address, if any, known to Management where the Resident may reasonably be expected to receive the notice. Nothing stated herein shall diminish or expand any of the rights or obligations of the parties under California Civil Code Section 1951.3.

F. RIGHT TO TERMINATE CORESIDENT STATUS

Each Resident to this Agreement may terminate the rights of the other Resident to this Agreement providing the Resident whose rights are to be terminated (1) no longer resides at the Premises, (2) has been convicted of an act of domestic violence against a person authorized under the terms of this Agreement to occupy the Premises, or (3) ordered by the Court to move out or vacate the residence. All such terminations must be in writing, executed by all the remaining Residents. Furthermore, each Resident agrees that Management may solely rely on the written representations by a Resident that one of the above conditions to terminate exist, and each Resident hereby waives any and all rights that they may have against Management should it be determined the written representations were false.

XIV. NOTICES

A. NOTICE TO RESIDENT

Except as expressly provided elsewhere in this Agreement, all notices required or permitted to be given to the Resident shall be in writing and delivered to a Resident or to an adult member of the Resident's household who resides in the Residence or sent by prepaid first-class mail properly addressed to the Resident at the Residence. If the Resident is visually impaired, all notices shall be in an accessible format.

B. NOTICE TO MANAGEMENT

Except as expressly provided elsewhere in this Agreement, all notices to

Management shall be in writing, delivered personally to the Management office of the Housing Development or to Management's central offices.

XV. GRIEVANCES

A. RIGHT TO GRIEVE BEFORE MANAGEMENT

Subject to Subsection B hereof, every Resident shall have the right to an administrative grievance hearing before Management regarding any dispute which the Resident may have with respect to Management's action, or failure to act, in accordance with this Agreement or any Management rule or regulation which adversely affects the Resident's rights, duties, welfare or status.

B. GRIEVANCE EXCLUSIONS

The Resident shall not have any right to a grievance hearing before Management in matters concerning a termination of tenancy or eviction that involves: (A) any activity that threatens the health, safety, or right to peaceful enjoyment of Housing Authority owned or operated real property by other residents or employees of Management, or (B) any Drug-Related Criminal Activity.

The grievance procedure shall not be applicable to disputes between residents not involving Management or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents and Management.

C. NOTICES OF ADVERSE ACTION

The Resident shall be entitled to a notice of adverse action ("Adverse Notice") whenever Management takes an action which gives rise to the Resident's right to grieve. Such Adverse Notice shall inform the Resident of their right to a hearing and the specific grounds for the proposed action. In cases involving a termination of this Agreement, a Notice of Termination in accordance with Section XIII of this Agreement shall be adequate notice of a proposed adverse action.

D. INCORPORATION OF THE GRIEVANCE POLICY AND PROCEDURES INTO THE AGREEMENT

The Resident shall comply with, and abide by, all Management's existing Grievance Policy and Procedures and any future Grievance Policy and Procedures as may be adopted from time to time. A copy of Management's current Grievance Policy and Procedures is attached to this Agreement and is hereby incorporated herein. A copy of Management's Grievance Policy and Procedures shall be posted in the Management office at all times. In case of a conflict between Section XV of this Agreement and Management's Grievance Policy and Procedures, Management's Grievance Policy and Procedures shall govern.

XVI. GATED COMMUNITY

Should the Housing Development be or become a gated community, the Resident shall obey all written rules and regulations adopted by Management which pertain thereto. Such rules and regulations, if any, shall be and become part of this Agreement.

XVII. MODIFICATIONS AND AMENDMENTS TO THIS AGREEMENT

This Agreement may only be modified or amended (i) by the written consent of both Management and the Resident, or (ii) Management (without the written consent of the Resident) at any time during the term of the Agreement upon 30 day written notice following the appropriate comment period as provided by law.

This Section shall not apply to changes in rules and regulations, the grievance procedure or changes authorized by this Agreement or law including, but not limited to, redeterminations in rent, continuing eligibility and the appropriateness of the size of the Residence.

XVIII. CHANGES IN RULES AND REGULATIONS

Rules and Regulations and Housekeeping Standards may be amended from time to time upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments that shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Housing Development.

XIX. WAIVERS

Management's failure to require strict compliance with any covenant, term or condition of this Agreement, or to exercise any right Management may have by reason of this Agreement, shall not be deemed a waiver by Management of such covenant, condition, term or right. Management's acceptance of rent with the knowledge of any default by the Resident to this Agreement shall not be deemed a waiver of such default, nor shall it limit or impair Management's right to enforce any subsequent default of the same covenant, condition, term or right.

XX. CAPTIONS

Section headings of this Agreement are solely for convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of any of the provisions of this Agreement.

XXI. RIGHTS AND REMEDIES CUMULATIVE

All rights and remedies that Management may have under this Agreement or at law are cumulative and nonexclusive.

XXII. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected. In lieu of any provision which a court of competent jurisdiction finds to be illegal, invalid, or unenforceable, there will be added as a part of this Agreement a provision as similar to such provision as may be possible, yet be legal, valid and enforceable.

XXIII. THE EFFECT OF PRIOR RENTAL AGREEMENTS

Providing the Resident is not in default of any term, condition or covenant under any other rental agreement that is in force between the Resident and Management at the time this Agreement becomes effective, all prior rental agreements will terminate. In all cases where the Resident is in default under a rental agreement with Management at the time this Agreement becomes effective, any default under that agreement shall be deemed a default of this Agreement.

XXIV. JOINT AND SEVERAL LIABILITY

If more than one person is a Resident under the terms of this Agreement, each person comprising the Resident shall be jointly and severally liable with each other for payment and performance according to this Agreement.

XXV. COMMUNITY SERVICE AND SELF-SUFFICIENCY ACTIVITIES REQUIREMENTS

Unless otherwise exempt by federal, state or local law, every Resident or Household Member over the age of eighteen shall participate in a community service program or a self-sufficiency activity, all in accordance with 24 CFR part 960, subpart F. Failure to comply with the community and self-sufficiency service requirements shall be good cause to terminate this Agreement

XXVI. AUTOMATIC RENEWAL

Unless a Resident or a Household Member is in violation of the community service and self-sufficiency activities requirements, the term of this Agreement shall automatically be renewed for an additional twelve months on the same terms and conditions.

XXVII. NOTICE TO RESIDENT DATA BASE OF REGISTERED SEX OFFENDERS

Notice is hereby given pursuant to California Civil Code Section 2079.10A

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

XXVIII. BED BUGS

In accordance with California Civil Codes 1942.5, 1954.05 (formerly 1954.1), and 1954.600 et seq., the Housing Authority is incorporating the following language regarding bed bugs into this Rental Agreement:

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Furthermore, the Resident is required to notify Management if they suspect the presence of bed bugs in their unit and must cooperate with Management in the treatment of any bed bug infestation.

Residents are to assist Management in preventing the introduction of bed bugs by:

Inspecting used furniture for bed bugs prior to bringing it into the residence, and

Never bringing discarded bed frames, mattresses, box springs, or upholstered furniture into the residence.

XXIX. VIOLENCE AGAINST WOMEN PROTECTION

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Public Housing program is in compliance with VAWA.

If you are receiving assistance under the Public Housing program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Public Housing program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Upon signing this Rental Agreement, you will be provided with a Notice of Occupancy Rights under the Violence Against Women Act as well as the HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation.

VAWA regulations do not limit any available authority Management has to terminate assistance for any violation of this Agreement not premised on an act of domestic violence, dating violence, sexual assault, or stalking against the resident or an affiliated person of the resident. Additionally, Management is not required to provide VAWA protections if Management can demonstrate an actual and imminent threat to other residents, employees, or those providing services to the property if the resident or lawful occupant is not evicted or terminated from assistance.

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
PUBLIC HOUSING RENTAL AGREEMENT
RENTAL SUMMARY**

The Resident understands and agrees that management is entering into this Agreement in reliance upon the truth, completeness and accuracy of information provided in the Resident's initial application for public housing. Furthermore, the Resident understands and agrees that Management is relying on the truth, completeness and accuracy of all future information to be provided by the Resident and Household Members. Should it be discovered that any such information is false, misleading, or incomplete, grounds shall exist to terminate this Agreement and may result in additional rent being owed by the Resident and/or lead to other legal action and remedies which may be appropriate under the law.

A:

1.	Resident Address			Client #	
2.	Housing Development			Unit No	
3.	Appliances Provided			Cal No.	
4.	Utilities Supplied		5.	Bedroom Size	
6.	Security Deposit		7.	Term	
8.	ProRata Rent		9.	ProRata Period From	
10.	Monthly Payment		11.	Commencement Date	
12.	Rent Commencement Date				

B. Resident:

No.	Name	Signature
1.		
2.		

C. HOUSEHOLD MEMBERS

	Name	Signature (if 18 Years or Older) *
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

(If checked, see attachment for additional Household Members)

* By signing this Agreement, Household Members do not acquire an interest in the Premises. Signature is for the purpose of acknowledging their awareness of the contents of this agreement and to be used for verifying RMA/RAC election signatures.

IWE HAVE READ AND BEEN GIVEN COPIES OF:

- | | | |
|-----|--|------------------|
| (1) | This Rental Agreement (09/2017) | Initial(s):_____ |
| (2) | The Residential Rules (8/14/98) | Initial(s):_____ |
| (3) | The Residential Housekeeping Standards (8/14/98) | Initial(s):_____ |
| (4) | Management's Grievance Policy and Procedures | Initial(s):_____ |
| (5) | Choice of Rent Determination Notice | Initial(s):_____ |
| (6) | Violence Against Women Act (VAWA) Notice | Initial(s):_____ |
| (7) | Lead Based Paint Lease Attachment | Initial(s):_____ |
| (8) | Non-Smoking Lease Addendum | Initial(s):_____ |

I have been provided a copy of this Agreement in (initial):

Spanish Vietnamese Cambodian N/A (If English Only)

Resident Signature

Date

Co - Resident Signature

Date

HACLA Staff Signature

Date

THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES RESIDENTIAL RULES

(EXHIBIT A TO PUBLIC HOUSING RENTAL AGREEMENT)

These Residential Rules ("Residential Rules") are part of the Housing Authority of the City Of Los Angeles Public Housing Rental Agreement (the "Agreement"). These Residential Rules are meant to illustrate some of the Resident's obligations as set forth in the Agreement. Any capitalized words or phrases used herein shall have the same meaning as established in the Agreement.

These Residential Rules may be amended from time to time by Management upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments which shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Development.

-
1. Without prior written approval of Management, personal property shall not be stored outside the Residence at any time.
 2. Nothing shall be thrown out windows or doors. All trash and garbage shall be deposited in outside trash bins or trash cans provided by Management.
 3. All common areas including, but not limited to, sidewalks, courts, entry passages, halls and stairways shall remain free from obstruction at all times.
 4. Musical instruments; radios; television sets; CD, record and tape players; and other musical devices shall not be played at an unreasonable volume anywhere within the Development at any time, and shall not be played at a volume audible outside the Residence between 10 P.M. and 7 A.M.
 5. At no time shall a Resident, Household Member, guest or other individual under the control of the Resident, create noise which is reasonably objectionable to other residents.
 6. Motor vehicles shall not be repaired or serviced anywhere within the Development.
 7. Trailers, nonoperating motor vehicles and motor vehicles without current registration shall not be permitted within the Housing Development.

8. All traffic signs including, but not limited to, parking and speed limit signs are to be observed.
9. Only vehicles with currently valid parking permits issued by the Housing Authority of the City of Los Angeles may park in lots located within the Housing Development. If parking spaces are assigned, Resident shall only park in their assigned space.
10. Vehicles shall only be parked in designated areas. Absolutely no parking on the lawns or sidewalks.
11. No items, including but not limited to rugs and clothing, are to be shaken, cleaned or hung on, or from, windows, balconies or fences.
12. Except for small amounts of lighter fluid, flammable materials including, but not limited to, gasoline, solvents and motor oil shall not be kept in or about the Residence.
13. Residents are required to maintain the grounds immediately surrounding the Residence in good condition including, but not limited to, free of weeds, debris, waste, trash and rubbish. The Resident shall be required to secure and maintain a garden hose adequate for the purpose of watering and maintaining the grounds.
14. Any and all yard areas, balconies, porches or patio areas designated for the exclusive use by the Resident shall be kept free of all debris and trash and the accumulation of clutter.
15. The Resident and Household Members shall not create a mess in the laundry areas. The Resident and Household Members shall remove all lint from the dryer after using same.
16. No Resident, Household Member or Guest shall be permitted on the Roof.
17. Writing or painting on any surface of Management owned property shall be prohibited.
18. Pigeons and other wildlife are not to be fed.
19. No ball playing, roller skating, bicycling or skateboarding except in designated areas.
20. No playing with fire.
21. No Resident shall damage, remove or otherwise render inoperable any smoke detector or other safety devices or equipment within the Residence or Housing

Development.

22. Resident shall not cause any utility service to the Residence to be cut off for nonpayment.
23. Alcoholic beverages shall not be consumed in the public areas of the Housing Development.
24. No explosives or firecrackers shall be kept or exploded on or about the Residence or Housing Development.
25. No littering shall be permitted anywhere within the common areas of the Housing Development. All trash shall be discarded in the trash bins.
26. Abuse of alcohol which causes behavior that interferes with the health, safety, or the right to the peaceful enjoyment of the premises by other residents or HACLA personnel will not be tolerated.

THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
RESIDENTIAL HOUSEKEEPING STANDARDS
(EXHIBIT B TO PUBLIC HOUSING RENTAL AGREEMENT)

These Residential Housekeeping Standards ("Housekeeping Standards") are part of the Housing Authority of the City of Los Angeles Public Housing Rental Agreement (the "Agreement"). These Standards are meant to illustrate some of the Resident's obligations as set forth in the Agreement. Any capitalized words or phrases used herein shall have the same meaning as established in the Agreement

These Housekeeping Standards may be amended from time to time by Management upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments which shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Development.

-
1. The Resident shall keep and maintain the walls and ceilings of the Residence clean and free of all dirt, grease, holes, cobwebs and fingerprints.
 2. The Resident shall keep and maintain the floors of the Residence clean, dry and free from all hazardous conditions.
 3. The Resident shall keep and maintain the windows and window ledges of the Residence clean and free of all objects. All window coverings shall be clean and kept in a good state of repair.
 4. The Resident shall keep and maintain the interior trim of the Residence clean and free of all dirt, grease, gouges and scratches.
 5. The Resident shall keep and maintain the doors of the Residence clean and free of all dirt, grease, holes, and fingerprints. All doors shall be maintained with a working hardware and doorstop.
 6. The Resident shall keep and maintain the heating vents and units of the Residence clean and free of all dirt, grease, cobwebs and fingerprints. Access to the heating units shall not be obstructed.

7. The Resident shall keep and maintain the Residence free from all clutter and trash.
8. The Resident shall keep and maintain all sinks and waste pipes of the Residence free from obstructions.
9. The Resident shall keep and maintain the stove and stove vent of the Residence clean and free of food and grease.
10. The Resident shall keep and maintain the refrigerator of the Residence clean and free of spoiled food. The Freezer shall be defrosted when necessary.
11. The Resident shall keep and maintain all kitchen cabinets of the Residence clean and neat. Cabinet surfaces, food storage areas and countertops should be kept free of grease and spilled food.
12. The Resident shall keep and maintain all closets and other storage areas neat and clean.
13. The Resident shall keep and maintain all dishes clean and safely stored when not in use.
14. The Resident shall not allow trash and garbage to accumulate in the Residence for more than one week. While in the Residence, all trash and garbage shall be kept in appropriate covered containers.
15. The Resident shall keep and maintain the bathroom exhaust fan, if any, free of dust.
16. The Resident shall keep and maintain the toilet and tank clean and free of odors.
17. The Resident shall keep and maintain the tub and/or shower clean and free of mildew and mold. Shower curtains of proper length shall be kept and maintained in a good clean condition.

RESIDENT GRIEVANCE POLICY

RESIDENT GRIEVANCE POLICY

1. Purpose and Governing Law
2. Applicability
3. Definitions
4. Reasonable Accommodations
5. Informal Conference
6. Formal Hearings
 - A. Purpose
 - B. Requesting
 - C. Time, Place, and Manner of Requesting a Formal Hearing
 - D. Escrow Deposits
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 - F. Formal hearing Setting, Continuance and Failure to Appear
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 - I. The Decision
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7. Selection of a Hearing Officer
8. Grievance Administrator
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RESIDENT GRIEVANCE POLICY

1. PURPOSE AND GOVERNING LAW

The purpose of this grievance procedure is to set forth the requirements, standards and criteria to assure that the Tenants of the Housing Authority of the City of Los Angeles (hereinafter referred to as the "Authority") public housing program are afforded an opportunity for a grievance hearing in accordance with federal law and regulation as codified in 24 CFR 966 Subpart B.

2. APPLICABILITY

This grievance procedure shall be applicable to all individual Grievances between a Tenant and the Authority except:

- A. Grievances between Tenants not involving the Authority; or
- B. Class Grievances (The grievance procedure is not intended as a forum for initiating or negotiating policy changes with the Authority); or
- C. Any nuisance activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or
- D. Any violent or drug related criminal activity on or off such premises; or
- E. Any issue that has been previously decided in another proceeding; or
- F. Any Grievance that is not filed and maintained in accordance with this grievance procedure.
- G. Any Grievance that a Tenant has previously submitted to a court of law for resolution, or
- H. Any Grievance that a Tenant submits to a court of law before the rendering of a decision by a Hearing Officer.

3. DEFINITIONS

The following definitions are applicable to the Grievance Procedure:

- A. **"Authority's Formal Representative"** shall mean the person designated by the Director of the Authority's public housing program to represent the Authority at a Formal Hearing.
- B. **"Excess Utilities Charges"** shall have the same meaning as set forth in

RESIDENT GRIEVANCE POLICY

the *Rental Agreement*.

- C. **“Formal Hearing”** shall mean the procedure before a Hearing Officer.
- D. **“Grievance”** shall mean any dispute which a Tenant may have regarding an Authority action or failure to act in accordance with that Tenant's individual Rental Agreement or an Authority regulation that adversely affect one of his/her individual rights, duties, welfare or status.
- E. **“Grievance Administrator”** shall mean the administrator of the Formal Hearings process.
- F. **“Hearing Officer”** shall mean a person selected in accordance with Grievance Procedures to conduct a Formal Hearing Grievances and render a decision with respect thereto.
- G. **“Household Member”** shall have the same meaning as set forth in the Rental Agreement.
- H. **“Informal Conference”** shall mean the informal conference held between an aggrieved Tenant and the Site Manager for the purposes of resolving a Grievance.
- I. **“Manager’s Decision”** shall mean the written results of an Informal Conference regarding the Tenant’s Grievance made in accordance with 5(E).
- J. **“Other Charges”** shall have the same meaning as set forth in the *Rental Agreement*.
- K. **“Rental Agreement”** shall mean the public housing rental agreement or lease by which the Tenant occupies a public housing dwelling.
- L. **“Resident”** shall have the same meaning as set forth in the Rental Agreement.
- M. **“Resident Organization”** includes a resident management corporation or resident advisory council.
- N. **“Retrorent”** shall have the same meaning as set forth in the *Rental Agreement*.
- O. **“Site Manager”** shall mean the Authority’s housing manager that supervises the development or site where the Tenant resides.

RESIDENT GRIEVANCE POLICY

- P. **“Tenant”** shall mean a Resident or, if no such person resides in the dwelling, an adult Household Member.
- Q. **“Tenant’s Formal Representative”** shall mean the person designated by the Tenant to represent the Tenant at a Formal Hearing.

4. REASONABLE ACCOMMODATIONS

The Authority shall provide reasonable accommodations to Tenants with disabilities such as providing qualified sign language interpreters, readers, and selecting accessible locations. If the Tenant is visually impaired, any notice that is required under this procedure will be in an accessible format.

5. INFORMAL CONFERENCE

- A. The purpose of an Informal Conference is to provide both a Tenant and the Authority with an opportunity to discuss and settle a Grievance without the need for a Formal Hearing.
- B. A Tenant shall be required to request for an Informal Conference from the Site Manager.
- C. All written requests for an Informal Conference must be made within five (5) calendar days of the service of any written notice of an adverse action to be taken by the Authority or, if not a Grievance based on a written notice of an adverse action, within thirty (30) calendar days of the date the Tenant first has actual or constructive notice of the Authority’s action or failure to act.
- D. Within a reasonable time after the Tenant requests an Informal Conference, not to exceed fourteen (14) calendar days, the Tenant will be provided with an opportunity to personally present his/her Grievance, either orally or in writing, to the Site Manager or a supervisor of the Site Manager.
- E. After conducting the Informal Conference, the person who heard the Tenant’s Grievance shall prepare a written Manager’s Decision regarding the Informal Conference. The Manager’s Decision shall specify:
- (1) The date of the meeting;
 - (2) The names of the participants;

RESIDENT GRIEVANCE POLICY

- (3) The nature of the Grievance;
 - (4) The Authority's response to the Grievance;
 - (5) The proposed disposition of the Grievance and there specific reasons therefor; and
 - (6) A brief statement of the procedure the Tenant must follow in order to obtain a Formal Hearing should the Tenant be dissatisfied with the Manager's Decision.
- F. The Manager's Decision will be mailed, first class mail, proof of mailing required, within thirty (30) calendar days of the date of the Informal Conference. In addition to the Manager's Decision, the mailing shall include (i) a Tenant Request For a Formal Hearing, a copy of which is attached hereto as Exhibit 202:12A to this Grievance Procedure.
- G. Failure to timely request or attend an Informal Conference shall be deemed a waiver of the Tenant's right to proceed under the Grievance Procedure. However, such waiver shall not affect any other rights or remedies the Tenant may have under the law.

6. FORMAL HEARINGS

- A. The purpose of a Formal Hearing is to provide a Tenant with an opportunity to have his/her Grievance resolved by the Authority when dissatisfied with the Manager's Decision.
- B. A Tenant must complete the Informal Conference procedure before requesting a Formal Hearing.
- C. Time, Place and Manner of Requesting a Formal Hearing
- (1). In order to obtain a Formal Hearing regarding the Tenant's Grievance, the Tenant shall timely submit a completed Tenant Request For A Formal Hearing, which shall:
 - a. Specify the nature of the Grievance;
 - b. The action or relief sought;
 - c. The need and type of interpreter services, if any; and
 - d. The need and nature of any reasonable accommodation, if the

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Tenant is disabled and desires an accommodation.

- (2). A Tenant Request for a Formal Hearing shall be submitted to the Authority by certified mail, return receipt requested, within ten (10) days following the mailing of the Manager's Decision. The Tenant Request For A Formal Hearing shall be addressed to the Authority's Director of public housing, at the central administrative offices of the Authority, ATTN: Grievance Administrator.
- (3). Failure to timely request a Formal Hearing shall be deemed a waiver of the Tenant's right to proceed under the Grievance Procedure. However, such waiver shall not affect any other rights or remedies the Tenant may have under the law.
- (4). The Grievance Administrator shall reject any Tenant Request For a Formal Hearing not made in accordance with the Grievance Procedure or involve matters excluded from the Grievance Procedure. In either event, the Tenant shall be notified in writing of the rejection and the reasons therefore.

D. Escrow Deposits

- (1). Except as hereinafter excluded, before a formal grievance hearing is scheduled in any Grievance involving a monetary obligation under the terms of the *Rental Agreement*, the Tenant shall deposit with the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month which gave rise to the Grievance. Each month thereafter, on or before the first, the Tenant shall deposit the same amount of money with the Authority until the Grievance is concluded. Neither the deposit nor the acceptance of such monetary obligations shall act as a waiver or otherwise affect either parties' claims in any future court action.
- (2). The Director of the Authority's public housing program shall waive the escrow requirements for households who pay the minimum rent (24 CFR 5.630) or whose welfare income is imputed (24 CFR 5.615). Unless waived in writing, the failure to make required escrow payments shall be deemed a waiver of the Tenant's right to a proceed under the Grievance Procedure. However, such waiver shall not affect any other rights or remedies the tenant may have under law.

E. Exclusions from Escrow Deposits

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Escrow deposits shall not be required for disputes arising from Excess Utilities Charges, Other Charges, Retrorent, or that portion of tenant rent attributable from imputed welfare income.

F. Formal Hearing Setting, Continuances and Failure to Appear

- (1). The Grievance Administrator will set a date for the Formal Hearing within thirty (30) calendar days of receipt of a request made in accordance with the Grievance Procedure.
- (2). A Notice of Formal Hearing shall be sent first class mail not less than fourteen (14) calendar days before the date of the Formal Hearing to the Tenant, or if represented, the Tenant's Formal Representative, and the Housing Authority's Formal Representative. Such notice shall state the date, time and place for the Formal Hearing.
- (3). Continuances may be granted:
 - a. Only by a written agreement between the Authority's Formal Representative and the Tenant, or the Tenant's Formal Representative, received by the Grievance Administrator at least five (5) calendar days before the scheduled Formal Hearing; or
 - b. By agreement of the Authority's Formal Representative and the Tenant, or the Tenant's Formal Representative, at the time of the Formal Hearing; or
 - c. Upon a showing of good cause to the Hearing Officer at the time of the Formal Hearing; but, in no event may the Hearing Officer continue the Formal Hearing more than (i) five (5) calendar days where the Tenant fails to appear at the time of the Formal Hearing.
- (4). If the Tenant fails to appear at the time of the Formal Hearing, the Hearing Officer may either continue the case, as set forth above, or deem the Tenant's failure to appear as a waiver of the Tenant's right to a Formal Hearing. However, such waiver shall not affect any other rights or remedies the Tenant may have under the law.

G. Exchange of Evidence

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Not sooner than the Tenant's request for a Formal Hearing is made and no later than ten (10) business days before the Formal Hearing, both the Tenant or the Tenant's Formal Representative and the Authority's Formal Representative may request of the other, in writing, copies of all relevant documents and regulations intended to be used by the other at the time of the Formal Hearing. The cost of such copies shall be at the expense of the requestor. The Tenant's right to request documents, as set forth above, shall be in addition to the right that the Tenant has to obtain, upon timely request, copies of any and all documents that are within the tenant file the Authority keeps with respect to the Tenant.

H. Rules Governing the Hearing

The following rules shall govern the hearing:

- (1). The Formal Hearing shall be set before a Hearing Officer selected in accordance with the Grievance Procedure (see Section 7C). The Manager's Decision and a completed Tenant Request For a Formal Hearing shall serve as the pleadings, to frame the issues, before the Hearing Officer.
- (2). The Tenant has the right to a private hearing unless the Tenant requests a public hearing.
- (3). Documents not provided in accordance the Grievance Procedure may not be presented at the time of Formal Hearing.
- (4). The Tenant has the right to be represented by counsel or other persons chosen by the Tenant to present evidence and arguments on his/her behalf. Counsel, the individual who held the Informal Conference with the Tenant, or by some other person approved by the Director of the Authority's public housing program, may represent the Authority.
- (5). The Tenant has the right to present evidence and arguments in support of his/her Grievance, to controvert evidence relied upon by the Authority and to confront and cross-examine all witnesses upon whose testimony or information the Authority relies.
- (6). The Hearing Officer shall conduct the hearing informally. Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received as evidence without regard to admissibility under the rules of evidence which apply to judicial proceedings.

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- (7). Testimony shall be given under oath. The Hearing Officer will administer oaths.
 - (8). The Hearing Officer shall hear all the testimony and accept the records, reports, documents and materials into evidence as submitted by the Tenant and the Authority. The Hearing Officer shall evaluate and give weight to the evidence to the extent of its relevance. The Hearing Officer shall have the right to examine any persons testifying and evidence submitted at the hearing. If a party or witness refuses to answer or comply with a request by the Hearing Officer for the opportunity to examine the evidence, the Hearing Officer may disregard the testimony of that person or that evidence.
 - (9). The Grievance Administrator must electronically record the Formal Hearing and either the Authority or the Tenant may request to have a written transcript of the proceedings prepared at its expense.
 - (10). The Hearing Officer shall require all individuals at the Formal Hearing to adhere to orderly conduct. Failure to comply with the direction of the Hearing Officer may result in the disorderly party being excluded from the hearing.
 - (11). The parties to the grievance may stipulate to any or all factual allegations. Where all factual allegations are agreed, the Hearing Officer may make a decision without holding a hearing.
 - (12). The Hearing Officer may make a decision without holding a hearing if the Hearing Officer determines that the issue has been decided in a previous grievance hearing.
 - (13). A settlement may be reached at any time, provided such settlement is not contrary to law, regulation or a contract between the Authority and HUD.
- I. The Decision
- (1). The Hearing Officer shall prepare a written decision. Such decision shall be:
 - a. Made within thirty (30) calendar days of the conclusion of the Formal Hearing;

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- b. State the reasons for the decision and the evidence relied upon (the Hearing Officer may only consider testimony and evidence presented at the time of the hearing);
- c. Dated and signed by the Hearing Officer who presided over the Formal Hearing; and
- d. Delivered to the Grievance Administrator who shall, within ten (10) calendar days thereafter, mail a copy to the Tenant, or the Tenant's representative, and deliver a copy to the Director of the Authority's public housing program.

- (2). If the Hearing Officer is unable to reach a decision within the time allowed, the relief sought by the Tenant shall be granted.

K. EFFECT OF DECISION

- (1). The decision of the Hearing Officer shall be binding on the Authority and the Authority shall take all actions, or refrain from actions, necessary to carry out that decision, unless the Housing Authority Board of Commissioners determines and notifies the Tenant within sixty (60) calendar days following the decision that:
 - a. The Tenant dispute did not constitute a grievance as defined in this Grievance Procedure; OR,
 - b. The decision is contrary to applicable, law, regulations, or contract between the Housing Authority and HUD.
- (2). A decision by the Hearing Officer or the Authority Board of Commissioners in favor of the Authority or one which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Tenant may have to pursue an appropriate judicial proceeding thereafter.

7. SELECTION OF A HEARING OFFICER

When a Formal Hearing is required, the Grievance Administrator shall select an impartial Hearing Officer from a list of certified Hearing Officers who:

- a. Neither made nor approved the Authority's action under review, or is a subordinate of such a person described; or

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- b. Does not reside or is employed at the same development as the Tenant.

8. GRIEVANCE ADMINISTRATOR

The Director of the Authority's public housing program, or his or her designee, shall serve as the Grievance Administrator and shall administer all aspects of the Formal Hearing Grievance Procedure. Duties shall include, without limitation:

- a. Receiving Formal Hearing requests;
- b. Setting the date, time and place of Formal Hearings;
- c. Maintaining a list of certified Hearing Officers;
- d. Selecting a certified Hearing Officer for each Formal Hearing;
- e. Providing Notice of Formal Hearing;
- f. Mailing copies of Decisions to all parties;
- g. Issuing subpoenas requiring the attendance of witnesses or the production of books and papers at the request of either the Tenant or the Authority;
- h. Maintaining all documents directly relevant to the Formal Hearing, submitted evidence and the original decision of the Hearing Officer; and
- i. Maintaining copies of all decisions, with all names and identifying references deleted, for the purpose of inspection by prospective Tenants and Hearing Officers.

9. CERTIFICATION PROCEDURE OF HEARING OFFICERS

To be certified as a Hearing Officer, a person:

- a. Must be recommended by the Director of the Authority's public housing program;
- b. Must be selected after consultation with resident organizations and consideration of any comments submitted in response; and
- c. Must have a combination of three years working experience with the interpretation, implementation, management and/or application of

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public housing landlord-tenant rental agreements (i.e. a public housing manager or former manager) or three years working experience as a professional mediator or attorney.

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TENANT REQUEST FOR A FORMAL HEARING

DATE: _____

TO: _____
Tenant's Name

Address Unit #

City State Zip

PLEASE TAKE NOTICE that if you are dissatisfied with the Manager's Decision (delivered herewith) and wish a formal hearing in accordance with the Authority's grievance procedure, you may complete this Tenant Request for a Formal Hearing form and mail it, certified mail, return receipt requested, to The Director of Housing Services, Housing Authority of the City of Los Angeles, 2600 Wilshire Boulevard, Los Angeles CA 90057 : Attn: Grievance Administrator. You must mail this form within (10) days of the mailing of the Manager's Decision to you. Failure to complete and mail this form within ten (10) days will result in waiver of your rights to a formal hearing.

[] Additionally, in order to obtaining a formal hearing, you must establish a rent escrow account with the Housing Authority by including with this form a money order in the amount of \$_____. Additionally, on or before the fifth (5) of every month until your grievance is resolved, you are required to deposit \$ _____, by money order, with the Director of Housing Services. Failure to timely deposit the above amounts with the Director of Housing Services will result in your grievance being dismissed.

[] You are not required to establish a rent escrow account with the Housing Authority at this time.

Pursuant to federal regulation and in accordance with the Housing Authority's grievance procedure, you must set forth below the specific reasons for your grievance and the action or relief you want. Simple statements such as, "I disagree with the decision" will be rejected as nonspecific.

