CHAPTER 10

PETS and ASSISTANCE ANIMALS POLICY

SECTION I: PET POLICY

A. Tenants of federal public housing under Section 31 of the United States Housing Act of 1937 may own and keep common household pets, if the Tenant maintains each pet responsibly, in accordance with applicable State and local public health, animal control and animal anti-cruelty laws and regulations, and policies established in the Public Housing Agency Plan, in certain designated projects/apartments owned and/or operated by the PHA. The PHA shall bear full responsibility of enforcing the pet policy, including but not limited to providing any notification to a pet owner, removal of the pet or termination of the Tenant's tenancy or both. This Pet Policy does not apply to assistance animals that reside in public housing or that visit PHA properties. Assistance animals are covered by Section II – Assistance Animals Policy set forth below.

B. Each housing project having pets shall have the resident association and/or a project pet committee, which will consist of both residents who own a pet and those who do not own a pet, to participate in a pet monitoring program. The association or pet committee will assist the project management in monitoring the pet policy in their respective projects. Any violation of the pet policy and/or sighting of any stray animals within the boundaries of the housing project will be immediately reported to the housing project management staff.

C. A Tenant may have one animal, regardless of the category of animal, except if a Tenant has a small bird, the Tenant may have two small birds.

D. Definition: "Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds, fish. Only one four-legged furry, warm bodied pet per household will be permitted. The weight of a dog or cat shall not exceed 21 pounds (adult size). Tenants are prohibited from housing dangerous, fighting, or attack dogs. The PHA prohibits full or mixed pit bull, Rottweiler, and wolf breeds. Examples of dog breeds that typically exceed 26 pounds at adulthood are:

Medium

American Cocker Spaniel
American Eskimo Dog (Toy & Miniature)
Australian Terrier
Basset Hound
Bichon Frise
Bolognese
Border Terrier
Boston Terrier
Brazilian Terrier
Brussels Griffon
Bull Terrier (Miniature)
Bulldog (Any breed)
Cardigan Welsh Corgi

Cavalier King Charles Spaniel
Cesky Terrier
Chinese Crested
Coton de Tulear
Dachshund
Dandie Dinmont Terrier
Dutch Smoushond
English Toy Spaniel
French BullDog
Icelandic Sheepdog
Italian Greyhound
Jack Russell Terrier
Lakeland Terrier
Lhasa Apso
Lowchen
Miniature Bull Terrier
Miniature Pinscher
Miniature Poodle
Miniature Schnauzer
Staffordshire Bull Terrier

Large

Aidi
Airedale Terrier
Alapaha Blue Blood Bulldog
Alaskan Malamute
Alpine Dachsbracke
American BullDog
American Eskimo Dog
American Foxhound
American Pitbull Terrier
American Staffordshire Terrier
American Water Spaniel
Ardennes Cattle Dog
Ariege Hound
Australian Cattle Dog
Australian Dingo
Australian Kelpie
Australian Shepherd
Australian Stumpy Tail Cattle Dog
Austrian Black and Tan Hound
Austrian Shorthaired Pinscher
Auvergne Pointer
Barbet
Basenji
Beagle
Bearded Collie
Bedlington Terrier
Belgian Groenendael
Belgian Laekenois
Belgian Malinois
Belgian Tervuren
Bergamasco
Bernese Mountain Dog
Billy
Black and Tan Coonhound
Border Collie
Bourbonnais Pointer
Boxer
Boykin Spaniel
Briard
Brittany Spaniel
Bull Terrier
Bullmastiff
Canaan Dog
Câo Fila de Sâo Miguel
Catahoula Leopard
Catalonian Sheepdog
Central Asian Shepherd
Chesapeake Bay Retriever
Chinese Shar-Pei
Chow Chow
Cirneco dell' Etna
Clumber Spaniel
Collie
Dalmatian
Drentsch Partridge Dog
Dutch Schapendoes

Dutch Shepherd Dog
English Cocker Spaniel
English Foxhound
English Setter
English Springer Spaniel
Eurasier
Field Spaniel
Finnish Lapphund
Finnish Spitz
Flat-Coated Retriever
German Hunt Terrier
German Pinscher
German Shepherd
German Shorthaired Pointer
Glen of Imaal Terrier
Golden Retriever
Harrier
Hokkaido
Irish Terrier
Keeshond
Kerry Blue Terrier
Kooikerhondje
Labrador Retriever
Manchester Terrier
Miniature Australian Shepherd
Mudi
New Guinea Singing Dog
Norrbottenspets
Norwegian Buhund
Norwegian Elkhound
Norwegian Lundehund
Nova Scotia Duck Tolling Retriever
Old English Sheepdog
Olde English BullDogge
Polish Lowland Sheepdog
Portuguese Podengo Medio
(Medium)
Portuguese Pointer
Portuguese Water Dog
Puli
Pumi
Rottweiler
Samoyed
Shetland Sheepdog
Shiba Inu
Smooth Fox Terrier
Stabyhoun
Whippet

Extra-Large

Afghan
Akita
Azawakh
Beauceron
Black Russian Terrier
Bloodhound
Borzoi
Bouvier des Flandres
Cane Corso
Caucasian Ovtcharka
Chinook
Curly-Coated Retriever
Doberman Pinscher
Dogo Argentino
Dogo Canario
Dogue de Bordeaux
Fila Brasiliero
Gordon Setter
Great Pyrenees
Greyhound
Hovawart
Ibizan Hound
Irish Setter
King Shepherd
Kuvasz
Landseer Newfoundland
Leonberger
Mastiff
Neapolitan Mastiff
Newfoundland Pointer Dog

Portuguese Podengo Grande
(Large)
Rhodesian Ridgeback
Romanian Carpathian Shepherd
Saarloos Wolfdog
Tatra Shepherd Dog

One small or medium sized bird or two small birds (parakeet size) may be kept. Only one aquarium, which shall not exceed 5 gallons, may be kept. All dogs and cats must be spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal. This definition does not include assistance animals, i.e., animals that are used to assist the disabled.

E. Application. Prior to housing any pet on premises owned and/or operated by the PHA, a tenant shall apply to the PHA for a permit to do so. The application must be accompanied by the following:

1. A full pet deposit of $75.00 (per household) or an amount equal to Total Tenant Payment, whichever is lower. This deposit is refundable within 14 days after the Tenant disposes of the pet or vacates and if PHA verifies that there are no expenses directly attributable to the presence of the pet. However, for expenses exceeding the deposited amount, the household shall be responsible to reimburse the PHA for those costs. In addition to the pet deposit, each tenant owning a dog or cat will be charged a non-refundable fee of $5.00 per month (per household). This non-refundable pet fee will cover reasonable operating costs expended by the PHA associated to the maintenance of the housing project's common use areas relating to the presence of pets. The pet fee will be included as a separate item on tenant's monthly housing rental bill. This pet fee shall not apply to residents of projects for the elderly and persons with disabilities.

2. A current dog license issued by the appropriate authority. In the case of cats, proof of identification as required by local ordinances (such as a collar or microchip).

3. A signed statement from a veterinarian verifying that the animal is in good health, has no communicable diseases or pests, and in the case of a cat or dog, is spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal.

4. Evidence that the pet has received all current vaccinations or boosters, including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza and bordatella for dogs, and feline distemper, rhinotracheitis, calcivirus, pneumonitis, and feline leukemia virus for cats (the latter two only when recommended by a veterinarian).

5. A signed affidavit or declaration from an alternate custodian verifying that he/she will take temporary custody of the pet from the premises for a period of time not to exceed ten (10) days when the Tenant is to be away overnight or longer and will assume all the responsibilities of the pet owner in caring for the pet. In addition, the alternate custodian must be available to take temporary custody of the pet from the premises within twelve (12) hours after any emergency causing the Tenant not to be able to care for the pet.

6. A signed statement from the Tenant acknowledging that he/she has received and read the Pets and Assistance Animals Policy and agrees to comply with said policy and accept any and all financial and personal liability associated with the personal pet ownership in the housing project.

7. PHA may request a letter of reference on the pet from a previous landlord.

8. If the pet is a dog or cat, the Management, resident association, and/or pet committee must interview the Tenant and pet.

9. A color picture of the pet, except for fish, must be provided both at the time of application and when the pet reaches adult size.

F. Approval of Pet Application. Once all of the applicable conditions for application for pet ownership permit have been met, PHA shall make a decision on the resident's application within five working days. If approved, the resident will be informed in writing and an anniversary date (Month and Day Only) will be established for purposes of the annual update of the pet ownership permit. It is the responsibility of the resident to re-validate the pet ownership permit within 30 days after the anniversary date. Failure to re-validate the pet ownership permit shall result in the removal of the pet or termination of the Tenant's tenancy or both.

G. Refusal of Pet Application. PHA may refuse, subject to PHA's grievance procedure, to approve a pet application due to the following reasons:

1. The animal does not meet the definition of "pets".

2. Tenant fails to provide complete application information required by this Policy.

3. Management determines that the Tenant will not be able to keep the pet in compliance with this Pets and Assistance Animals Policy and other Rental Agreement obligations, including such factors as pet's temperament and size and Tenant's habits and practices.

H. Revoking Pet Ownership. Maintaining a pet in a facility owned and/or operated by PHA shall be subject to the rules set forth herein. The Tenant's pet ownership may be revoked at any time, subject to PHA's Grievance Procedure, due to any of the following reasons:

1. Management determines that the pet is not properly cared for.

2. The pet presents a threat to the safety and security of other tenants, PHA employees, contractors and others on the premises.

3. The pet is destructive or causes an infestation.

4. The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions.

5. Tenant fails to re-validate the pet ownership permit as required in this Policy.

6. Tenant fails to pay the monthly non-refundable pet fee on a timely basis, if applicable.

7. Written recommendation from the Resident Association and/or Project Pet Committee to revoke a Tenant's pet permit due to a demonstrated lack of cooperation and responsibility in maintaining the pet.

I. All tenants allowed to keep a pet shall comply with the following rules:

1. In the case of dogs, proof that the pet is currently licensed as required by local ordinances must be provided at Tenant's annual pet permit re-validation. In the case of cats, proof of identification as required by local ordinances (such as a collar or microchip) must be provided at Tenant's annual pet permit revalidation.

2. Evidence that the pet has received all current vaccinations or boosters including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza, and bordatella for dogs, and feline distemper, rhinotracheitis, calcivirus, pneumonitis, and feline leukemia virus for cats must be provided at the Tenant's annual pet permit revalidation.

3. The presence of offspring of an approved dog or cat is conclusive evidence of violation of the requirement to have a cat or dog spayed or neutered. Upon discovery of the violation, Management immediately will enforce this requirement.

4. A signed affidavit or declaration from an alternate custodian declaring he/she will take temporary custody of the pet from the premises for a period of time not to exceed ten (10) days when the Tenant is to be away overnight or longer and will assume responsibilities of the pet owner in caring for the pet. In addition,

the alternate custodian must be available to take temporary custody of the pet from the premises within twelve (12) hours after any emergency causing the Tenant not to be able to care for the pet. The affidavit or declaration shall also include the alternative custodian's contact information. .

5. No pet may be kept in violation of state law, or local ordinances with respect to humane treatment or health. Tenant shall be responsible for proper care of the pet, including flea control.

6. If pets are left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the pet. The Management will transfer the pet to the proper authorities, subject to the provisions of Hawaii State law and pertinent local ordinances. PHA accepts no responsibility for the animal under such circumstances.

7. No animal shall be kept, raised, or bred for any commercial purpose.

8. If offspring are born to a pet, removal of the offspring from the premises is required within a reasonable time. For dogs or puppies and cats or kittens, removal is required by twelve (12) weeks after birth. For all other animals, removal will be required by six (6) weeks after birth.

9. Dogs and cats must wear identification tags specifying resident's name and apartment number.

10. All pets shall remain inside the Tenant's dwelling unit. No animal shall be permitted in laundromats, hallways, community rooms, public restrooms, or other designated common areas unless to allow for ingress and egress to the building. Pets must be carried at all times while in an elevator.

11. When taken outside the unit, dogs and cats must be kept on a leash, no longer than six (6) feet, and controlled by a responsible individual.

12. No animal may be leashed to any stationary object outside the Tenant's dwelling unit.

13. Birds must be confined to a cage at all times.

14. Vicious and/or intimidating dogs or animals with a past history of attack or aggressive behavior towards other animals or people will not be allowed.

15. Tenants with cats shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other similar actions.

16. Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed not less than once a week and placed in a plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets. Pet waste may not be put down the garbage chutes, if any.

17. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.

18. Tenants are responsible for cleaning up pet waste from their pet both inside and outside the dwelling unit and on project grounds. Pet waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. Tenant shall not wash pet waste down any drains or flush pet waste down any toilets. Pet waste may not be put down the garbage chutes, if any.

19. PHA may designate areas on the project grounds for pet exercise and deposit of waste or may prohibit the entire grounds from being used for pet exercise and deposit of waste. PHA shall provide adequate written notification to Tenant in event of any designation or prohibition.

20. Tenants shall not alter their dwelling unit, patio, or unit area to create an enclosure for any pet. No doghouses, animal runs, etc. will be permitted.

21. Tenants are responsible for all damages caused by their pets including the cost of professional cleaning of carpets and/or fumigation of units.

22. PHA may designate areas within a project, building, floor, or section of building, where pet owners must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and PHA may direct such additional moves as may be necessary to meet changing needs. PHA shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with PHA's request to move pursuant to this paragraph.

23. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of PHA.

24. Guests may not bring pets onto the project premises. No pet sitting will be allowed except as allowed in paragraph E.5 (Alternate Custodian). Tenants and Tenants' guests shall not bring onto the property pets that are not approved by

PHA or do not have a current PHA pet permit. This is to ensure the health and safety of residents and approved pets.

J. Violation of these rules may be grounds for removal of the pet or termination of the Tenant's tenancy or both. Termination will be in accordance with procedures set forth in the Rental Agreement and State law.

SECTION II: ASSISTANCE ANIMALS POLICY

A. The above Section I – Pet Policy does not apply to animals that are used to assist the disabled (assistance animals). However, a disabled tenant whose pets are not approved as an assistance animal must still comply with Section I – Pet Policy.

B. Definition. "Assistance Animals" means animals that work, provide assistance, or perform tasks for the benefit of a person with a disability. This term includes "service animals," "support animals," therapy animals," and "comfort animals."

C. To determine that an animal is excluded from Section I – Pet Policy, a Tenant must first request approval for an assistance animal by submitting a request for a reasonable accommodation. If the individual's disability is not obvious or readily known, the Tenant must provide a written certification from a reliable third party, such as a physician, on a form provided by the PHA verifying that the individual has a qualifying disability and the need for the assistance animal.

D. The request may be denied if the use of a particular assistance animal poses a direct threat to the health or safety of other or results in actual damage to the property, unless the damage can be eliminated or substantially reduced.

E. Disabled individuals who are approved for an assistance animal must still comply with the provisions of the Rental Agreement and are subject to the reasonable conditions listed below. If any of these reasonable conditions are breached or any provision of the Rental Agreement is violated, or if an approved assistance animal causes bodily injury or property damage, the approval may be rescinded and the Tenant may be requested to remove the assistance animal within 24 hours of notice. Violation of the reasonable conditions may also be grounds for termination of the Tenant's tenancy.

F. Reasonable Conditions. All tenants with assistance animals shall comply with the following conditions:

1. After receiving approval for an assistance animal, the Tenant must provide Management with proof of current licensing or identification. In the case of dogs, Tenant shall provide proof that the dog is currently licensed as required by local ordinances. In the case of cats, Tenant shall provide proof of identification as required by local ordinances (such as a collar or

microchip). The Tenant shall also provide proof of current licensing or identification at every annual re-examination.

2. After receiving approval for an assistance animal, the Tenant must provide Management with a statement signed by veterinarian that the assistance animal is in good health and has no communicable diseases or pests.

3. In the case of cats and dogs, the assistance animal must be spayed or neutered, unless the tenant provides certification from a licensed veterinarian that such procedures would jeopardize the medical well-being of the animal.

4. Provide evidence to the Management that the dog or cat has received all current vaccinations or boosters, including parvovirus, distemper, hepatitis, leptospirosis, parainfluenza, bordatella for dogs, and feline distemper, rhinotracheitis, calicivirus, pneumonitis, and feline leukemia virus for cats (the latter two only when recommended by a veterinarian).

5. Provide a signed affidavit or declaration from an alternative custodian to the Management, at every annual re-certification. The affidavit or declaration shall provide that the alternative custodian is willing to take temporary custody of the assistance animal when the tenant is unable to care for the assistance animal for a period of time not to exceed ten (10) days. The affidavit or declaration shall also include the alternative custodian's contact information.

6. Not keep the assistance animal in violation of state law or local ordinances with respect to humane treatment or health.

7. If the assistance animal is left unattended for a period of twenty-four (24) hours or longer, the Management may enter the dwelling unit to remove the assistance animal. The Management will transfer the assistance animal to the proper authorities, subject to provisions of Hawaii State law and pertinent local ordinances. PHA accepts no responsibility for the assistance animal under such circumstances.

8. No assistance animal shall be kept, raised, or bred for any commercial purpose.

9. Dogs and cats must wear identification tags specifying Tenant's name and unit number.

10. Keep the assistance animal inside the Tenant's dwelling unit unless under the animal handler's supervision and on a leash, or otherwise under the animal handler's control.

11. When the assistance animal is a dog or cat and taken outside of the dwelling unit, the dog or cat must be kept on a leash, no longer than six (6) feet, and controlled by a responsible individual, unless keeping the animal on a leash would prevent the animal from adequately performing their job, and the animal can be controlled by the handler by alternate means.

12. No assistance animal may be leashed to any stationary object outside of Tenant's dwelling unit.

13. If the assistance animal is a bird, the bird must be confined to a cage at all times, unless keeping the bird in a cage would prevent the bird from adequately performing their job, and the bird can be controlled by the handler by alternate means.

14. Vicious and/or intimidating assistance animals with a past history of attack or aggressive behavior toward other animals or people will not be allowed.

15. Tenants shall not permit their assistance animals to disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms "disturb", "interfere", and "diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other similar actions.

16. Tenants must provide litter boxes, which must be kept in the dwelling unit for cat waste. Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter shall be changed not less than once a week and placed in a plastic bag, properly disposed of by being placed in a trash container outside of the building, and at no time washed down any drains or flushed down any toilets. Waste from the assistance animal may not be put down the garbage chutes, if any.

17. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within and around the unit and shall maintain the unit in a sanitary condition at all times.

18. Tenants are responsible for cleaning up waste from the assistance animal both inside and outside the dwelling unit and on project grounds. Animal waste must be disposed of by being placed in a sealed plastic bag and then placed in a trash container outside of the building. Tenant shall not wash or place animal waste down any drains or flush the waste down any toilet.

19. PHA may designate areas on the project grounds for assistance animal exercise and deposit of animal waste or may prohibit the entire grounds from being used for exercise and deposit of waste. PHA shall provide adequate notification to Tenant in the event of any designation or prohibition.

20. Tenants shall not alter their dwelling unit, patio, or unit area in order to create an enclosure for any assistance animal. No doghouses, animal runs, etc. will be permitted.

21. Tenants are responsible for all damages caused by their assistance animals including the cost of professional cleaning of carpets and/or fumigation of the dwelling unit.

22. PHA may designate areas within a project, building, floor, or section of building where tenants with assistance animals must live and may direct such moves as may be necessary to establish such areas. The areas may be adjusted and PHA may direct such additional moves as may be necessary to meet changing needs. PHA shall provide adequate written notification to tenant should any designation be made. Tenant agrees to comply with PHA's request to move pursuant to this paragraph.

23. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of PHA.

24. Unless the animal is a "service animal," as defined in Titles II and III of the Americans with Disabilities Act, guests may not bring any animal onto the project premises. No pet sitting will be allowed unless the Tenant is an "alternative custodian."

25. Provide a color picture of the assistance animal to Management after Tenant receives approval for an assistance animal, and another color picture when the assistance animal reaches adult size.

26. Provide a signed statement from the Tenant acknowledging that he/she has received the Pet and Assistance Animal Policy and agrees to the comply with the Assistance Animal Policy and accept any and all financial and personal liability associated with personal assistance animal ownership in the housing project.

27. Follow any additional conditions imposed by PHA at the time of approval of the assistance animal.

Hawaii Public Housing Authority

Implementation of Public Housing Resident Community Service Requirements

Administrative steps taken to implement the program:

- **Schedule Changes in leases:**

In response to the PHRA of 1998, the Hawaii Public Housing Authority (HPHA) has implemented the Community Service Program. The new program was implemented on October 01, 2003 with a requirement of participation by October 31, 2003.

Community Service Program requirements will be reviewed with eligible participants at the tenants annual recertification.

- **Development of written description of the service requirement:**

Community Service Activities. The term community service is defined in 24 CFR Part 906.601 as the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. The following examples are considered community service activities:

1. Actively participating in a community Voluntary Tenant Patrol.
2. Participating in an anti-graffiti program by monitoring and eliminating graffiti in the housing community.
3. Assisting in grounds maintenance and community beautification project.
4. Assisting with a literacy and self-esteem program in an after-school youth program.
5. Assisting in a senior center providing elderly families with information on various services such as transportation, meals, etc.
6. Assisting in a homeless shelter kitchen.
7. Volunteering at the food bank.
8. Assisting with a youth sports or mentoring program.
9. Participating in a tutoring program.

Self-Sufficiency Activities. Any economic self-sufficiency program designed to encourage, assist, train, or facilitate the economic

independence of public housing residents or families to provide work for such families. Eligible self-sufficiency activities must equal to no less than 8 hours per month to qualify. The following are example activities that meet the definition of self-sufficiency program:

1. Job training (such as basic office skills, resume writing, interview skills, dress for success, office equipment).
2. Employment counseling.
3. Work placement.
4. Basic skills training.
5. Education (such as secondary education).
6. English proficiency.
7. Financial management or budgeting classes.
8. Household management.
9. Life skills (such as health and wellness classes).
10. Apprenticeship or vocational training.
11. Substance abuse treatment.
12. Mental health treatment program.

Ineligible Activities.

1. Part-time or full-time employment (including seasonal or temporary employment).
2. Political activities (such as lobbying, campaigning, advocacy activities).
3. Any activities performed or work ordinarily performed by HPHA employees.
4. Community Service activities shall not replace a job at any administrative office or public housing complex where residents perform activities to satisfy the service requirement (24 CFR Part 960.609).

- **Written notification to residents regarding requirement or exempt status of each adult family member:**

All current residents have been notified of the Community Service Program requirements. New applicants will be provided written notice of the community service and self-sufficiency requirement and a description of program procedures at orientation and prior to placement in their unit. The program description includes information regarding general program policy; determination of exempt and non-exempt family members; description of the process for reviewing compliance; and required documentation for service requirement

performance. Residents will be sent a quarterly reminder to provide HPHA with documentation of their service activities during the lease period. *(Residents will be notified with their Notice of Recertification that they must complete the Community Service Program requirements in order to remain eligible for housing assistance.)*. All current residents will be required to enter into the revised lease agreement, which includes the community service requirement, at their re-certification.

- **Entered into a cooperative agreements with TANF agency to assist in verifying residents' status:**

HPHA entered into a formal written agreement with the Department of Human Services (the State of Hawaii's TANF agency) to coordinate the verification of participation in TANF and/or in community service activities or duties in compliance with the Community Service Requirement.

- **Who will administer the program:**

The Community Service and Self-Sufficiency Program shall be implemented and administered by the HPHA's Property Management and Maintenance Services Branch staff.

- **Programmatic aspects of the requirement including types of activities residents may participate in to fulfill their obligations:**

Residents participating in community service and self-sufficiency activities are persons who are unemployed and may have been out of the work force for some period of time. Depending upon the type of activities under the HPHA's program, residents can benefit from participating in these activities including:

1. Significant experience or exposure to various volunteer work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-sufficiency in the community:
2. Opportunity to explore training and employment areas that may not have been available in the past.
3. Opportunity to be exposed to different types of job skills and work environments.
4. Contacts with possible agencies or employers that the resident may never have had the opportunity to interact with prior to this

experience.

5. Increased confidence in the residents' skills and abilities that may encourage them to pursue permanent employment or training.

The HPHA shall maintain written documentation of a resident's exempt or non-exempt status and documentation of community service performance. Documentation shall include written verification by a third party and include the residents' name and address, the dates and number of hours of service performed, type of activity, and certification by the third party that the service was performed in compliance with the Community Service requirement.

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Housing and Community Development Corporation of Hawaii, a public body and a body corporate and politic of the State of Hawaii, hereinafter referred to as "Management", and _____, hereinafter referred to as "Tenant", WITNESSETH THAT:
Management rents to Tenant the dwelling unit described below for the term, at the rental, and under the covenants and conditions stated herein.

1. DESCRIPTION OF THE DWELLING UNIT:

   Address: _____, being a _____bedroom unit in Building No. _____.

2. TERM AND RENTAL: The term of this Rental Agreement is for 12 months effective _____ (occupancy date) to _____. The monthly rent effective _____ is $_____ and shall be due and payable in advance on the first day of each calendar month. This Rental Agreement is and shall be renewed annually thereafter. This monthly rent will remain in effect unless it is changed as provided in Paragraph 6 below or this Agreement is terminated. If the tenancy ends on a date other than the last day of a month, the rent shall be prorated to the last day of the tenancy. In addition to the monthly rent as specified, payment shall include amount of utility charges based on the current rate charged by Management for gas and/or electricity for utility consumption in excess of the allowances provided in Paragraph 10 (g) and other incurred charges. There shall be allowed a grace period of seven (7) business days for payments due. A tenant receiving welfare financial benefits authorizes Management to draw monthly rental payments directly from Tenant's EBT or bank account upon thirty (30) days written notice to Tenant.

3. SECURITY DEPOSIT: Security Deposit to be paid by Tenant shall be $150.00 or one month's rent whichever is lower. The Security Deposit has not been paid or received as rental and shall not be treated by Tenant as a payment of or offset against rental. The Security Deposit shall be returned if Tenant performs in accordance with this Rental Agreement and surrenders the dwelling unit and all keys thereto and pays for all damages at the expiration of this Rental Agreement. If Tenant shall default in the performance of Tenant's covenants including the payment of rent, then and without waiving any other remedies available to Management, the Security Deposit shall be applied toward satisfaction of the rent, damages, including loss or removal of property, cleaning of the premises and the restoration of the premises due to damage caused by the Tenant. Any refund under this Paragraph should be made to Tenant within fourteen (14) days after the termination of this Rental Agreement. Security Deposit is determined and paid at initial occupancy of Tenant and shall remain the same throughout occupancy.

4. USE AND OCCUPANCY: Tenant shall have the right to exclusive use and occupancy of the dwelling unit subject to the following:
   (a) Limited Occupancy: Occupancy shall be restricted to the Tenant and the members of the Tenant's household who are listed on the Tenant's most current household composition declaration form(s) as used by Management as updated to show changes in the Tenant's household.

   (b) Guests and Visitors:

      (1) Tenant may accommodate Tenant's guests and visitors without prior written Management consent on a limited basis not to exceed one (1) night. For periods exceeding one (1) night, prior written Management consent is required.

      (2) Tenant shall be fully responsible for the conduct of Tenant's guests and visitors while they are on the Project premises.

   (c) Tenant's failure to obtain prior consent of Management as required by this Section for use and occupancy of dwelling unit may result in termination of this Agreement.

5. ELECTRICITY, GAS, AND WATER
   (a) For Management-furnished utilities, Management shall pay for and furnish to Tenant water, gas and electricity in accordance with the applicable schedule of utility allowances. For Tenant-purchased utilities, Management shall provide an allowance in dollars for water, gas and electricity in accordance with the applicable schedules. Said schedules shall be posted in the Project Office (See Paragraph 10 (g)).

   (b) Management shall charge Tenant for the consumption of excess gas and electricity as provided in the schedule of utility allowances and charges for excess utilities as posted in the Project Office. These charges shall be due and collectable the month in which the charge is made. Management shall accept rental payments without regard to such charges owed by Tenant if Tenant has filed or has the right to file a grievance under Management's Grievance Procedure.

6. ELIGIBILITY REEXAMINATIONS AND RENTAL ADJUSTMENTS:

   (a) Eligibility Reexaminations. Tenant shall participate in reexaminations in accordance with Rules and Regulations available in the Project Office, Management will notify Tenant when a reexamination of the family income and composition is required to verify eligibility, dwelling size and rent to be paid. Reexaminations initiated by Management will normally occur annually but they may be scheduled earlier or later depending upon special circumstances described in the Rules. Immediately following completion of the reexamination, Tenant will be provided written notification concerning Tenant eligibility status and any change to be made in the rent or size of the unit occupied.

   (b) Interim Re-determination of Rent:

      (1) At any time between required reexaminations, Tenant may initiate a re-determination of rent when there is a change in Tenant family circumstances (such as a decrease in income) which will decrease Tenant annual income for rent as described in the schedule of rents available in the Project Office. In the event rent is decreased in accordance with this provision, Tenant agrees to report any change in Tenant family circumstances which occurs prior to the next regular reexamination, which will increase Tenant annual income and rent, will be appropriately adjusted. Tenant shall report all changes within ten (10) business days.

      (2) At any time between required reexaminations, Management may initiate a re-determination of rent to correct errors or to investigate alleged undercharging because Tenant has submitted false information or has withheld valuable information or has made willful misstatements.

   (c) Effective Date of Rent Adjustments.

      (1) Whenever there is a change in the monthly rent, Management will deliver to or mail to Tenant, a written notice reflecting change.

      (2) Rent adjustments resulting from Management initiated reexaminations in Paragraph 6 (a) above will be effective the first of the month of the established reexamination date.

      (3) Interim decreases in rent resulting from a re-determination as provided in Paragraph 6 (b) above will be effective the first of the month following the month in which a change, which justifies a decrease, is reported to Management. Decreases will be made retroactive only to correct an error.

(4) Interim increases resulting from a re-determination under Paragraph 6 (b) above will be effective the first of the second month following the month in which the change occurs. Retroactive rent increases will be made in case of failure to report changes, which would have resulted in rent increases, as agreed in Paragraph 6 (b) (1). Retroactive increases may also be made if Tenant has been undercharged due to an error or misrepresentation on the part of Tenant or any occupant of the dwelling unit.

(5) When Management re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, Management shall notify the Tenant of Management's specific grounds of the determination and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedure.

7. MANAGEMENT'S OBLIGATIONS: Management agrees to supply and maintain fit premises. Management shall, at all times during the term of this Rental Agreement, perform the following:

(a) Maintain the Project in a decent, safe, and sanitary condition;

(b) Comply with all applicable laws, rules, regulations, and ordinances of governmental authorities governing maintenance, construction, use, or appearance of the dwelling unit and the premises of which it is a part, noncompliance with which would have the effect of endangering health or safety;

(c) Make all repairs and arrangements necessary to put and keep the premises in a habitable condition;

(d) Maintain all electrical, plumbing, and other facilities and appliances supplied by Management in good working order and condition, subject to reasonable wear and tear;

(e) Provide and maintain appropriate receptacles and conveniences (except containers for the exclusive use of an individual Tenant family) for the removal of normal amounts of rubbish and garbage and arrange for the frequent removal of such waste materials; and

(f) Keep Project buildings, facilities and areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.

8. TENANT'S OBLIGATIONS: Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations:

(a) With prior written consent of Management, members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the unit for residence by members of the household;

(b) Report changes in family income, assets, and employment and household composition as required by Management to determine Tenant's rental rate and eligibility for continued occupancy; changes shall be reported within ten (10) business days;

(c) Not permit any person to occupy the dwelling unit other than persons listed on the most current household composition form(s), except that with prior written consent of Management, a foster child/adult or a live-in aide may reside in the unit;

(d) Observe all applicable laws, rules, regulations, and ordinances of governmental authorities that pertain to and establish standards for residential occupants;

(e) Abide by the Project Rules and all applicable rules, regulations, and supplemental agreements that shall be available at the Project Office and incorporated by reference herein;

(f) Pay for repair of all damages to the dwelling unit or to any appliances or equipment furnished by Management, in excess of ordinary wear and tear, and for any repairs to the Project buildings, facilities, or common areas, required because of the wrongful act or negligence of Tenant, Tenant's household, guests, or visitors;

(g) Not commit or suffer any damage to the dwelling unit, any act that shall cause increase in the premiums for fire and other casualty insurance on the building, or any noise or nuisance to the disturbance of other Tenants of the Project;

(h) Not make any alterations or additions to the dwelling unit, including the installation of any additional locks, bolts, screws or other fixtures, or any decorations therein which shall damage or deface the doors, windows, walls, or floors without obtaining Management's prior written consent;

(i) Not assign this Agreement or sublet the dwelling unit;

(j) Peaceably surrender the dwelling unit to Management in good order and condition, except for ordinary wear and tear, and return all keys thereto upon the termination of the tenancy for any cause;

(k) Keep the dwelling unit and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, sanitary and safe condition;

(l) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;

(m) Use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appurtenances including elevators;

(n) Refrain from and cause Tenant household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or Project;

(o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe and sanitary condition, and not loiter or drink alcoholic beverages in the project's common areas as defined in the Project Rules;

(p) Assure that Tenant, any member of the household, a guest or another person under Tenant control, shall not engage in:

(1) Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other public housing residents or neighboring residents or employees of Management, or

(2) Any drug-related criminal activity on or off such premises.

Management will immediately seek termination of the Rental Agreement if it determines that any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. Any drug-related criminal activity in violation of this section shall be cause for termination of tenancy and for eviction from the unit. Management has the discretion to consider all the circumstances and effects of the violation.

(q) Agree to transfer to an appropriate size dwelling unit based on family composition, upon notice by Management that such a dwelling unit is available;

(r) Not keep or permit to be kept any animal, as a pet or otherwise, in or about the dwelling unit, except as provided by law and, in all other housing, in accordance with the Pet Policy which is incorporated by reference;

(s) Refrain from storing any unlicensed, inoperable or abandoned vehicle on the Project premises; and if the vehicle is required to be towed by Management, upon billing, Tenant shall pay for any charges incurred by Management;

(t) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing requirements of applicable building codes, housing codes, health codes, materially affecting health and safety;

(u) Comply with all HUD regulations pertaining to the requirement that all adult household members, unless exempt, participate for at least eight hours per month in community service or an economic self-sufficiency program; non-compliance will result in denial of lease renewal; and

(v) Must be physically present and residing in the dwelling unit.

9. ENTRY OF PREMISES:

(a) Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during regular business hours to examine the condition thereof, or to make necessary improvements or repairs or to show the premises for re-leasing. A written statement specifying the purpose of the entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification;

(b) Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists;

(c) In the event that the Tenant and all adult members of Tenant household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

10. MUTUAL COVENANTS: Management and Tenant mutually agree as follows:

(a) Tenant acknowledges receipt of a copy of the Project Rules and agrees that the Project Tenant Association by majority vote of all Tenants of the Project and with approval of Management may amend such Rules from time to time. Any such amendment shall be effective ten (10) days after a copy thereof is conspicuously posted in the Project Office and delivered to Tenant or mailed to Tenant at the address of the dwelling unit;

(b) Any notice required hereunder to Tenant shall be sufficient if delivered or mailed to Tenant. If Tenant is visually impaired, Tenant may request all notices in an accessible format. Notice to Management shall be sufficient if personally presented in writing to Management during regular business hours at the Project Office, or mailed to the Project Manager;

(c) Management and Tenant or Tenant's representative shall jointly inspect the dwelling unit on or before the occupancy date. Management shall give a written statement describing the condition of the dwelling unit and its equipment. The statement shall be signed by the Tenant, and a copy of the statement shall be retained by Management in the Tenant's folder. Upon termination of this Agreement, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant or Tenant representative shall be notified of the date and time for the inspection and may participate except; if the Tenant vacates without notice to Management;

(d) Tenant shall keep Tenant property, including automobile, household furniture, personal effects and valuables in the dwelling unit and on Project premises at Tenant risk, and Management shall not be liable for loss or any damage thereto by theft, fire, water or any other cause;

(e) Management shall not be liable to Tenant or any other person for the temporary failure of the gas, electric or water service, or from failures or breakdown of any appliance or equipment, not caused by any act or omission of Management. If any of the electrical and other appliances and equipment furnished for the use of Tenant shall become unserviceable, Management shall have a reasonable time after notification to determine whose responsibility it is and have the same repaired or replaced;

(f) In the event the premises are damaged to the extent that conditions are created which are hazardous to the life, health or safety of Tenant, the following provisions shall apply:

(1) Tenant shall immediately notify Management of the damage;

(2) Management shall be responsible for repair of the unit within forty-eight (48) hours, provided that if the damage was caused by Tenant, Tenant's household member or guests, reasonable cost of repairs shall be charged to Tenant;

(3) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within forty-eight (48) hours; and

(4) In the event that repairs are not made or alternative accommodations are not provided within forty-eight (48) hours, Tenant may request abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling which proportion shall be determined by mutual agreement of Tenant and Management or through the Grievance Procedure, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests;

(g) Schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference herein shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to Tenant upon request. Such schedules and rules and regulations may be modified from time to time and Management shall give at least thirty (30) days written notice to Tenant setting forth the proposed modifications, if applicable to Tenant, and the reasons therefore. Management shall provide Tenant an opportunity to present written or oral comments, which shall be taken into consideration prior to proposed modifications becoming effective. A copy of such notice shall be:

(1) Delivered directly or mailed to Tenant; or

(2) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling unit is located, as well as in a conspicuous place in the Project Office;

(h) Acceptance of payment by Management shall not be deemed a waiver by it or of any prior breach by Tenant;

(i) If the rent or any amount hereunder is not paid within ten (10) days of lease termination date, Management may employ a collector and/or attorney to collect the same, and Tenant will pay a reasonable attorney's fee or commission not exceeding 25% of the unpaid principal balance together with all costs and interest at the maximum percentage allowable by State Law per annum until the amount is paid in full;

(j) Tenant shall, before quitting the dwelling unit, give Management written notice of intention to do so at least twenty-eight (28) days before vacating the unit. Management shall give thirty (30) days notice to Tenant before requiring him to vacate the dwelling unit for any good cause other than failure on the part of Tenant to observe or perform any covenant herein;

(k) It shall be good cause for Management to terminate this Agreement if:

(1) Tenant fails to provide family income, assets, employment and composition information and documentation to enable Management to determine Tenant's rental rate and the eligibility of Tenant for continued occupancy;

(2) Tenant's household no longer conforms to the occupancy limits, established by Management for the unit occupied by Tenant and Tenant refuses to move to the first appropriate size unit offered;

(3) Tenant refuses to move for reasons including but not limited to for health and safety, repair, abatement, construction or renovation of unit;

(4) Tenant is ineligible for continued occupancy;

(5) At the time of admission, reexamination, interim, or at any other time Tenant has submitted false information or has withheld valuable information or has made willful misstatements;

(6) Tenant repeatedly violates any material term of this Rental Agreement, including chronic failure to pay rent on time and in full when due; and

(7) Tenant fails to accept Management's offer of a revision to the existing Rental Agreement. Such revision must be on a form adopted by the agency in accordance with regulations. Management must give Tenant written notice of the offer of revision at least sixty (60) calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the Tenant.

(l) In case of any default by Tenant in the payment of rental or the observance and performance of any covenant herein, Management shall notify Tenant of the default in writing and shall specify the time within which the default and noncompliance must be remedied and corrected. If Tenant fails to remedy and correct the default and noncompliance within the time specified in the notice, Management may terminate this Rental Agreement; however, Management shall not terminate or refuse to renew this Rental Agreement other than for serious or repeated violation of material terms of this Rental Agreement such as failure to make payments due under this Rental Agreement or to fulfill Tenant's obligations set forth herein or for other good cause. Management shall give written notice of proposed termination of this Rental Agreement of:

(1) Fourteen (14) days in the case of failure to pay rent;

(2) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty [30] days): (1) If the health or safety of other residents, Management's employees, or persons residing in the immediate vicinity of the premises is threatened; (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (3) If any member of the household has been convicted of a felony;

(3) Thirty (30) days in all other cases. The notice of proposed termination shall state reasons for the proposed termination of this Rental Agreement, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, of Tenant's right to request a hearing in accordance with the Grievance Procedure, and Tenant's right to examine and copy at Tenant's expense, Management's documents directly relevant to the termination or eviction. Tenant shall be entitled to a hearing in accordance with the Grievance Procedure before the termination of this Rental Agreement becomes final. Management's repossession of the dwelling unit shall be without prejudice to any other remedy or right of action for arrears of rent and other breach of covenant or condition;

(4) In the event that Management seeks to terminate Tenant's Rental Agreement, Tenant must be afforded the opportunity for a pre-eviction hearing in accordance with the Grievance Procedure. The notice of termination of the Rental Agreement shall inform the Tenant of Tenant's right, before a hearing or trial, to request, examine, and copy, at Tenant's expense, Management's documents which are directly relevant to the termination of tenancy. If Management does not make the documents available to Tenant's examination upon request, Management may not proceed with the termination of Tenant's Rental Agreement.

(m) Management shall not be liable to Tenant or to any occupant of the dwelling unit for it's employee(s), agent(s), visitor(s) or invitee of any or them, for any loss or damage caused by or arising out of acts, omissions or neglect of Tenant or any occupant of the dwelling unit, and Tenant shall hold Management harmless from any and all claims for such loss or damage;

(n) All grievances arising under this Agreement shall be processed as described in Management's Grievance Procedure in effect at the time the grievance is filed. The current procedure is available in the Project Office and is incorporated herein by reference;

(o) Any modification of this Rental Agreement shall be accomplished by a written supplemental rental agreement executed by both parties except for adjustment in rent under Paragraph 6;

(p) This Rental Agreement includes the following documents attached hereto and incorporated by reference herein:

(1) Project Rules (4) _____

(2) Grievance Procedures (5) _____

(3) Pet Policy (6) _____

(q) In case this Rental Agreement is executed by more than one person as Tenant, the provisions herein shall bind them jointly and severally.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement in duplicate as of day and year first above written.

HOUSING AND COMMUNITY DEVELOPMENT
CORPORATION OF HAWAII

By _____
Its Project Manager

_____
Tenant

_____
Tenant

HCDCH4110(08/2003) State

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Housing and Community Development Corporation of Hawaii, a public body and a body corporate and politic of the State of Hawaii, hereinafter referred to as "Management", and _____, hereinafter referred to as "Tenant", WITNESSETH THAT:
Management rents to Tenant the dwelling unit described below for the term, at the rental, and under the covenants and conditions stated herein.

1. DESCRIPTION OF THE DWELLING UNIT:

   Address: _____, being a _____bedroom unit in Building No.

2. TERM AND RENTAL: The term of this Rental Agreement is for 12 months effective _____ (occupancy date) to _____. The monthly rent effective _____ is $_____ and shall be due and payable in advance on the first day of each calendar month. This Rental Agreement shall be renewed annually thereafter. This monthly rent will remain in effect unless it is changed as provided in Paragraph 6 below or this Agreement is terminated. If the tenancy ends on a date other than the last day of a month, the rent shall be prorated to the last day of the tenancy. In addition to the monthly rent as specified, payment shall include amount of utility charges based on the current rate charged by Management for gas and/or electricity for utility consumption in excess of the allowances provided in Paragraph 10 (g) and other incurred charges. There shall be allowed a grace period of seven (7) business days for payments due. A Tenant receiving welfare financial benefits authorizes Management to draw monthly rental payments directly from Tenant's EBT or bank account upon thirty (30) days written notice to Tenant.

3. SECURITY DEPOSIT: Security Deposit to be paid by Tenant shall be $150.00 or one month's rent whichever is lower. The Security Deposit has not been paid or received as rental and shall not be treated by Tenant as a payment of or offset against rental. The Security Deposit shall be returned if Tenant performs in accordance with this Rental Agreement and surrenders the dwelling unit and all keys thereto and pays for all damages at the expiration of this Rental Agreement. If Tenant shall default in the performance of Tenant's covenants including the payment of rent, then and without waiving any other remedies available to Management, the Security Deposit shall be applied toward satisfaction of the rent, damages, including loss or removal of property, cleaning of the premises and the restoration of the premises due to damage caused by the Tenant. Any refund under this Paragraph should be made to Tenant within fourteen (14) days after the termination of this Rental Agreement. Security Deposit is determined and paid at initial occupancy of Tenant and shall remain the same throughout occupancy.

4. USE AND OCCUPANCY: Tenant shall have the right to exclusive use and occupancy of the dwelling unit subject to the following:
   (a) Limited Occupancy: Occupancy shall be restricted to the Tenant and the members of the Tenant's household who are listed on the Tenant's most current household composition declaration form(s) as used by Management as updated to show changes in the Tenant's household.

   (b) Guests and Visitors:

      (1) Tenant may accommodate Tenant's guests and visitors without prior written Management consent on a limited basis not to exceed one (1) night. For periods exceeding one (1) night, prior written Management consent is required.

      (2) Tenant shall be fully responsible for the conduct of Tenant's guests and visitors while they are on the Project premises.

   (c) Tenant's failure to obtain prior consent of Management as required by this Section for use and occupancy of dwelling unit may result in termination of this Agreement.

5. ELECTRICITY, GAS, AND WATER:

   (a) For Management-furnished utilities, Management shall pay for and furnish to Tenant water, gas and electricity in accordance with the applicable schedule of utility allowances. For Tenant-purchased utilities, Management shall provide an allowance in dollars for water, gas and electricity in accordance with the applicable schedules. Said schedules shall be posted in the Project Office (See Paragraph 10 (g)).

   (b) Management shall charge Tenant for the consumption of excess gas and electricity as provided in the schedule of utility allowances and charges for excess utilities as posted in the Project Office. These charges shall be due and collectible the month in which the charge is made. Management shall accept rental payments without regard to such charges owed by Tenant if Tenant has filed or has the right to file a grievance under Management's Grievance Procedure.

6. ELIGIBILITY REEXAMINATIONS AND RENTAL ADJUSTMENTS:
   (a) Eligibility Reexaminations. Tenant shall participate in reexaminations in accordance with Rules and Regulations available in the Project Office, Management will notify Tenant when a reexamination of the family income and composition is required to verify eligibility, dwelling size and rent to be paid. Reexaminations initiated by Management will normally occur annually but they may be scheduled earlier or later depending upon special circumstances described in the Rules. Immediately following completion of the reexamination, Tenant will be provided written notification concerning Tenant eligibility status and any change to be made in the rent or size of the unit occupied.

   (b) Interim Re-determination of Rent.

      (1) At any time between required reexaminations, Tenant may initiate a re-determination of rent when there is a change in Tenant family circumstances (such as a decrease in income) which will decrease Tenant annual income for rent as described in the schedule of rents available in the Project Office. In the event rent is decreased in accordance with this provision, Tenant agrees to report any change in Tenant family circumstances which occurs prior to the next regular reexamination which will increase Tenant annual income and rent will be appropriately adjusted. Tenant shall report all changes within ten (10) business days.

      (2) At any time between required reexaminations, Management may initiate a re-determination of rent to correct errors or to investigate alleged undercharging because Tenant has submitted false information or has withheld valuable information or has made willful misstatements.

   (c) Effective Date of Rent Adjustments.

      (1) Whenever there is a change in the monthly rent, Management will deliver or mail to Tenant, a written notice reflecting change.

      (2) Rent adjustments resulting from Management initiated reexaminations in Paragraph 6 (a) above will be effective the first of the month of the established reexamination date.

      (3) Interim decreases in rent resulting from a re-determination as provided in Paragraph 6 (b) above will be effective the first of the month following the month in which a change which justifies a decrease is reported to Management. Decreases will be made retroactive only to correct an error.

(4) Interim increases resulting from a re-determination under Paragraph 6 (b) above will be effective the first of the second month following the month in which the change occurs. Retroactive rent increases will be made in case of failure to report changes which would have resulted in rent increases as agreed in Paragraph 6 (b) (1). Retroactive increases may also be made if Tenant has been undercharged due to an error or misrepresentation on the part of Tenant or any occupant of the dwelling unit.

(5) When Management re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, Management shall notify the Tenant of Management's specific grounds of the determination and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedure.

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(a) Maintain the Project in a decent, safe, and sanitary condition;

(b) Comply with all applicable laws, rules, regulations, and ordinances of governmental authorities governing maintenance, construction, use, or appearance of the dwelling unit and the premises of which it is a part, noncompliance with which would have the effect of endangering health or safety;

(c) Make all repairs and arrangements necessary to put and keep the premises in a habitable condition;

(d) Maintain all electrical, plumbing, and other facilities and appliances supplied by Management in good working order and condition, subject to reasonable wear and tear;

(e) Provide and maintain appropriate receptacles and conveniences (except containers for the exclusive use of an individual Tenant family) for the removal of normal amounts of rubbish and garbage and arrange for the frequent removal of such waste materials; and

(f) Keep Project buildings, facilities and areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.

8. TENANT'S OBLIGATIONS: Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations.

(a) With prior written consent of Management, members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the unit for residence by members of the household;

(b) Report changes in family income, assets, and employment and household composition as required by Management to determine Tenant's rental rate and eligibility for continued occupancy; changes shall be reported within ten (10) business days;

(c) Not permit any person to occupy the dwelling unit other than persons listed on the most current household composition form(s), except that with prior written consent of Management; a foster child/adult or a live-in aide may reside in the unit;

(d) Observe all applicable laws, rules, regulations, and ordinances of governmental authorities that pertain to and establish standards for residential occupants;

(e) Abide by the Project Rules and all applicable rules, regulations, and supplemental agreements which shall be posted in the Project Office and incorporated by reference herein;

(f) Pay for repair of all damages to the dwelling unit or to any appliances or equipment furnished by Management, in excess of ordinary wear and tear, and for any repairs to the Project buildings, facilities, or common areas, required because of the wrongful act or negligence of Tenant, Tenant's household, guests, or visitors;

(g) Not commit or suffer any damage to the dwelling unit, any act that shall cause increase in the premiums for fire and other casualty insurance on the building, or any noise or nuisance to the disturbance of other Tenants of the Project;

(h) Not make any alterations or additions to the dwelling unit, including the installation of any additional locks, bolts, screws or other fixtures, or any decorations therein which shall damage or deface the doors, windows, walls, or floors without obtaining Management's prior written consent;

(i) Not assign this Agreement or sublet the dwelling unit;

(j) Peaceably surrender the dwelling unit to Management in good order and condition, except for ordinary wear and tear, and return all keys thereto, upon the termination of the tenancy for any cause;

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(l) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;

(m) Use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appurtenances including elevators;

(n) Refrain from and cause Tenant household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or Project;

(o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe and sanitary condition, and not loiter or drink alcoholic beverages in the project's common areas as defined in the Project Rules;

(p) Assure that Tenant, any member of the household, a guest or another person under Tenant control, shall not engage in:

(1) Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other public housing residents or neighboring residents or employees of Management, or

(2) Any drug-related criminal activity on or off such premises.

Management will immediately seek termination of the Rental Agreement if it determines that any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. Any drug-related criminal activity in violation of this section shall be cause for termination of tenancy and for eviction from the unit. Management has the discretion to consider all the circumstances and effects of the violation;

(q) Agree to transfer to an appropriate size dwelling unit based on family composition, upon notice by Management that such a dwelling unit is available;

(r) In state housing, not keep or permit to be kept any animal, as a pet or otherwise, in or about the dwelling unit;

(s) Refrain from storing any unlicensed, inoperable or abandoned vehicle on the Project premises; and if the vehicle is required to be towed by Management, upon billing, Tenant shall pay for any charges incurred by Management;

(t) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing requirements of applicable building codes, housing codes, health codes, materially affecting health and safety; and

(u) Must be physically present and residing in the dwelling unit.

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(a) Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during regular business hours to examine the condition thereof, or to make necessary improvements or repairs or to show the premises for re-leasing. A written statement specifying the purpose of the entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification;

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(c) In the event that the Tenant and all adult members of Tenant household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

10. MUTUAL COVENANTS: Management and Tenant mutually agree as follows:

(a) Tenant acknowledges receipt of a copy of the Project Rules and agrees that the Project Tenant Association by majority vote of all Tenants of the Project and with approval of Management may amend such Rules from time to time. Any such amendment shall be effective ten (10) days after a copy thereof is conspicuously posted in the Project Office and delivered to Tenant or mailed to Tenant at the address of the dwelling unit;

(b) Any notice required hereunder to Tenant shall be sufficient if delivered or mailed to Tenant. If Tenant is visually impaired, Tenant may request all notices in an accessible format. Notice to Management shall be sufficient if personally presented in writing to Management during regular business hours at the Project Office, or mailed to the Project Manager;

(c) Management and Tenant or Tenant's representative shall jointly inspect the dwelling unit on or before the occupancy date. Management shall give a written statement describing the condition of the dwelling unit and its equipment. The statement shall be signed by the Tenant, and a copy of the statement shall be retained by Management in the Tenant's folder. Upon termination of this Agreement, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant or Tenant representative shall be notified of the date and time for the inspection and may participate except, if the Tenant vacates without notice to Management;

(d) Tenant shall keep Tenant property, including automobile, household furniture, personal effects and valuables in the dwelling unit and on Project premises at Tenant risk, and Management shall not be liable for loss or any damage thereto by theft, fire, water or any other cause;

(e) Management shall not be liable to Tenant or any other person for the temporary failure of the gas, electric or water service, or from failures or breakdown of any appliance or equipment, not caused by any act or omission of Management. If any of the electrical and other appliances and equipment furnished for the use of Tenant shall become unserviceable, Management shall have a reasonable time after notification to determine whose responsibility it is and have the same repaired or replaced;

(f) In the event the premises are damaged to the extent that conditions are created which are hazardous to the life, health or safety of Tenant, the following provisions shall apply:

(1) Tenant shall immediately notify Management of the damage;

(2) Management shall be responsible for repair of the unit within forty-eight (48) hours, provided that if the damage was caused by Tenant, Tenant's household or guests, reasonable cost of repairs shall be charged to Tenant;

(3) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within forty-eight (48) hours; and

(4) In the event that repairs are not made or alternative accommodations are not provided within forty-eight (48) hours, Tenant may request abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling which proportion shall be determined by mutual agreement of Tenant and Management or through the Grievance Procedure, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests;

(g) Schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference herein shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to Tenant upon request. Such schedules and rules and regulations may be modified from time to time and Management shall give at least thirty (30) days written notice to Tenant setting forth the proposed modifications, if applicable to Tenant, and the reasons therefore. Management shall provide Tenant an opportunity to present written or oral comments, which shall be taken into consideration prior to proposed modifications becoming effective. A copy of such notice shall be:

(1) Delivered directly or mailed to Tenant; or

(2) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling unit is located, as well as in a conspicuous place in the Project Office;

(h) Acceptance of payment by Management shall not be deemed a waiver by it or of any prior breach by Tenant;

(i) If the rent or any amount hereunder is not paid within ten (10) days of lease termination date, Management may employ a collector and/or attorney to collect the same, and Tenant will pay a reasonable attorney's fee or commission not exceeding 25% of the unpaid principal balance together with all costs and interest at the maximum percentage allowable by State Law per annum until the amount is paid in full;

(j) Tenant shall, before quitting the dwelling unit, give Management written notice of intention to do so at least twenty-eight (28) days before vacating the unit. Management shall give thirty (30) days notice to Tenant before requiring him to vacate the dwelling unit for any good cause other than failure on the part of Tenant to observe or perform any covenant herein;

(k) It shall be good cause for Management to terminate this Agreement if:

(1) Tenant fails to provide family income, assets, employment and composition information and documentation to enable Management to determine Tenant's rental rate and the eligibility of Tenant for continued occupancy;

(2) Tenant's household no longer conforms to the occupancy limits established by Management for the unit occupied by Tenant and Tenant refuses to move to the first appropriate size unit offered;

(3) Tenant refuses to move for reasons including but not limited to for health and safety, repair, abatement, construction or renovation of unit;

(4) Tenant is ineligible for continued occupancy;

(5) At the time of admission, reexamination, interim, special examination or at any other time Tenant has submitted false information or has withheld valuable information or has made willful misstatements;

(6) Tenant repeatedly violates any material term of this Rental Agreement, including chronic failure to pay rent on time and in full when due; and

(7) Tenant fails to accept Management's offer of a revision to the existing Rental Agreement. Such revision must be on a form adopted by the agency in accordance with regulations. Management must give Tenant written notice of the offer of revision at least sixty (60) calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the Tenant.

(l) In case of any default by Tenant in the payment of rental or the observance and performance of any covenant herein, Management shall notify Tenant of the default in writing and shall specify the time within which the default and noncompliance must be remedied and corrected. If Tenant fails to remedy and correct the default and noncompliance within the time specified in the notice, Management may terminate this Rental Agreement; however, Management shall not terminate or refuse to renew this Rental Agreement other than for serious or repeated violation of material terms of this Rental Agreement such as failure to make payments due under this Rental Agreement or to fulfill Tenant's obligations set forth herein or for other good cause. Management shall give written notice of proposed termination of this Rental Agreement of:

(1) Fourteen (14) days in the case of failure to pay rent;

(2) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty [30] days): (1) If the health or safety of other residents, Management's employees, or persons residing in the immediate vicinity of the premises is threatened; (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (3) If any member of the household has been convicted of a felony;

(3) Thirty (30) days in all other cases. The notice of proposed termination shall state reasons for the proposed termination of this Rental Agreement, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, of Tenant's right to request a hearing in accordance with the Grievance Procedure, and Tenant's right to examine and copy at Tenant's expense, Management's documents directly relevant to the termination or eviction. Tenant shall be entitled to a hearing in accordance with the Grievance Procedure before the termination of this Rental Agreement becomes final. Management's repossession of the dwelling unit shall be without prejudice to any other remedy or right of action for arrears of rent and other breach of covenant or condition;

(4) In the event that Management seeks to terminate Tenant's Rental Agreement, Tenant must be afforded the opportunity for a pre-eviction hearing in accordance with the Grievance Procedure. The notice of termination of the Rental Agreement shall inform the Tenant of Tenant's right, before a hearing or trial, to request, examine, and copy, at Tenant's expense, Management's documents which are directly relevant to the termination of tenancy. If Management does not make the documents available to Tenant's examination upon request, Management may not proceed with the termination of Tenant's Rental Agreement.

(m) Management shall not be liable to Tenant or to any occupant of the dwelling unit for it's employee(s), agent(s), visitor(s) or invitee or any of them, for any loss or damage caused by or arising out of acts, omissions or neglect of Tenant or any occupant of the dwelling unit, and Tenant shall hold Management harmless from any and all claims for such loss or damage;

(n) All grievances arising under this Agreement shall be processed as described in Management's Grievance Procedure in effect at the time the grievance is filed. The current procedure is available in the Project Office and is incorporated herein by reference;

(o) Any modification of this Rental Agreement shall be accomplished by a written supplemental rental agreement executed by both parties except for adjustment in rent under Paragraph 6;

(p) This Rental Agreement includes the following documents attached hereto and incorporated by reference herein:
(1) Project Rules
(2) Grievance Procedures
(3) _____
(4) _____

(q) In case this Rental Agreement is executed by more than one person as Tenant, the provisions herein shall bind them jointly and severally.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement in duplicate as of day and year first above written.

HOUSING AND COMMUNITY DEVELOPMENT
CORPORATION OF HAWAII

By _____
Its Project Manager

_____
Tenant

_____
Tenant

RENTAL AGREEMENT
SUPPLEMENTAL AGREEMENT NO.____

This Supplemental Agreement No._____, executed on the respective dated indicated below, is effective as of _____, between the Hawaii Public Housing Authority ("Management"), formerly known as the Housing and Community Development Corporation of Hawaii ; and _____("Tenant(s)").

A. WHEREAS, the Primary Rental Agreement dated _____, ("Rental Agreement") which was amended by prior Supplemental Agreement No.(s), _____, is required to be amended to reflect certain changes;

B. WHEREAS, Act 180, Sessions Law Hawaii 2006 and 17-2021, Hawaii Administrative Rules, dated June 14, 2012) have removed the grievance process under State Public Housing and State Elderly Housing;

C. WHEREAS, Management and Tenant(s) mutually agree to amend the Rental Agreement with this Supplemental Agreement to remove all references, including without limitation, paragraph 10(l) and paragraph10(n) to the Tenant's right to request a hearing in accordance with Management's Grievance Procedure; and

D. WHEREAS, the attachments identified in paragraph 10(p) are modified to delete the "Grievance Procedures" under 17-2021, Hawaii Administrative Rules; and

E. WHEREAS, all other terms, conditions, and provisions of the Rental Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, Management and Tenant(s) execute this Supplemental Agreement No. __ by their signatures on the dates specified below.

MANAGEMENT:

_____ _____
Signature of Project Manager Date

TENANT(S):

_____ _____ _____
Print name Signature Date

_____ _____ _____
Print name Signature Date