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.

Hawaii Public Housing Authority
RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of_____, 20____, by and between the Hawaii Public Housing Authority, 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._____ of Project _____ (name of project).

2. TERM AND RENTAL: The term of this Rental Agreement is for 12 month(s) effective_____ (occupancy date) to _____. The monthly rent effective_____is $_____. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh (7) business day of the 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 9 below or this Rental 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 allowance provided in Paragraphs 6 and 14(d) and other incurred charges. A tenant receiving welfare financial benefits authorizes Management to draw monthly rental payments directly from Tenant's EBT or bank account upon 30 days written notice to Tenant.

3. CHARGES: A late fee of $25.00 for rent paid after the seventh (7) business day of the month. In addition, a charge of $25.00 will be assessed against the Tenant for checks that are returned for non-sufficient funds (NSF) or checks written on a closed account. Management will consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. Any payment received will be applied to the oldest charges in the Tenant's account with the exception of debts currently under a payment agreement.

4. SECURITY DEPOSIT: Security Deposit to be paid by Tenant shall be an amount not to exceed one month's rent before the utility allowance is deducted. The Security Deposit has not been paid or received as rent and shall not be treated by Tenant as a payment of or offset against rent. 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 dwelling unit and other area assigned to Tenant for maintenance and upkeep and the restoration of these areas due to damage caused by the Tenant. Any refund under this Paragraph 4 should be made to Tenant within 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.

5. RENT AMOUNT

   (a) CHOICE OF RENT: Annual choice by Tenant. Once a year, Management must give Tenant the opportunity to choose between the two methods for determining the amount of rent payable monthly by Tenant. Tenant may choose to pay as rent either: (1) Flat rent: The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which Management could promptly rent the dwelling unit after preparation for occupancy. Under this choice, there will be no rent adjustments unless due to financial hardship the Tenant may choose to be switched to income-based rent. The Tenant may only choose flat rent at their annual re-examination. (2) Income-based rent: An income-based rent is a rent that is based on the Tenant's income and Management's rent policies for determination of such rents. Under the income-based rent, the monthly rental rate may be adjusted after the Tenant's annual reexamination of eligibility, when the Tenant's family composition changes or verification of income causes a change in rent.

   (b) MINIMUM RENT:
      (1) For Tenants that choose Income-based rent, the minimum rent is $50 per month. Management will grant an exemption from payment of minimum rent if the Tenant is unable to pay the minimum rent because of financial hardship attributable to:
         1. Loss of eligibility for or is awaiting eligibility determination for a federal, state, or local assistance program, except when the loss of eligibility is a result of sanctions imposed by the welfare agency for noncompliance with program requirements or fraud in connection with the program;

2. The Tenant would be evicted because it is unable to pay the minimum rent, except when the inability to pay the minimum rent is a result of sanctions imposed by the welfare agency for noncompliance with program requirements or fraud in connection with the program;
3. The Family's income has decreased because of changed circumstances, including loss of employment;
4. A death in the Family;
5. Other circumstances as determined by Management or HUD.

(2) Management shall suspend the minimum rent requirement beginning the month following the Family's request for a hardship exemption, until Management determines whether there is a qualifying financial hardship, and whether the hardship is temporary or long-term.

(3) If Management determines that a qualifying financial hardship is temporary, Management will reinstate the minimum rent from the beginning of the suspension of the minimum rent 90 days after receiving the exemption request. A reasonable payment arrangement will be offered to ensure payment in full of any back charges.

(4) If Management determines a qualifying financial hardship is long term, the family will be exempt from the minimum rent requirements as long as the hardship continues. The exemption will apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

(5) If Management determines there is a long term or temporary qualifying financial hardship, the applicable rent shall be the rent as determined under income-based rent.

(6) If Management determines that there is no qualifying financial hardship exemption, Management will reinstate the minimum rent, including back rent owed from the beginning of the suspension. Tenant will be responsible for back charges within 90 days from the date of notification that no qualifying financial hardship was found.

6. UTILITIES: For Management-furnished utilities which vary by project, Management shall pay for and furnish said utilities in accordance with the applicable schedule of utility allowances. For Tenant-purchased utilities, Management shall provide an allowance in dollars for said utilities in accordance with the applicable schedules. Said schedules shall be posted in a conspicuous manner at the Property Management Office and notice will be sent to Tenant at least 60 days prior to the implementation date, and thereafter, furnished upon request. If Tenant is responsible for direct payment of utilities it must abide by any and all regulations of the specific utility company, and agrees to authorize the utility company to notify Management of Tenant's failure to pay the utility bill. Tenant's failure to maintain utility services during residency will be considered a Rental Agreement violation and grounds for Rental Agreement termination. Management shall charge Tenant for the consumption of excess utilities for Management-furnished utilities as provided in the schedule of utility allowances and charges for excess utilities as provided in the schedule of utility allowances and charges for excess utilities as posted in the Property Management Office. These charges shall be due and collectible the month in which the charge is made. Non-payment of excess utility charge(s) owed to the Management will be considered a Rental Agreement violation and grounds for Rental Agreement termination and collectible the month after the charge(s) is/are made.

7. USE AND OCCUPANCY: Tenant shall have the right to exclusive use and occupancy of the dwelling unit by the members of the household authorized to reside in the dwelling unit in accordance with the Rental Agreement. Tenant and authorized household members will be provided identification badges. Tenant and authorized household members must carry their identification badges at all times when entering and exiting the premises or Project.

Authorized Family Member(s):

Name	D.O.B.	Name	D.O.B.

8. GUESTS AND VISITORS:

(a) Tenant may have guests and visitors without prior written Property Management Office's consent on a limited basis not to exceed one (1) night. For periods exceeding one (1) night, prior written Management consent is required. Tenant is required to obtain temporary passes for their guests and visitors to enter the premises or Project. Tenant's failure to obtain prior consent from Management as required under this Paragraph 8 for use and occupancy of dwelling unit may result in termination of this Rental Agreement.

(b) Tenant shall be responsible for the conduct of Tenant's guests and visitors while they are on the premises, and may be subject to rental agreement termination for failure to ensure that their guests and visitors do not:

(1) Engage in the illegal use of a drug or give Management reasonable cause to believe that the illegal use of (or pattern of illegal use) of a drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants;

(2) Engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of

the premises by other tenants;
(3) Engage in any drug-related criminal activity on or off the premises;
(4) Threaten the health or safety of an employee, contractor, or agent of the authority or State;
(5) Violate the smoking prohibitions;
(6) Flee to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
(7) Violate a condition of probation or parole imposed under federal or state law; or
(8) Engage in willful damage to Management's property.

9. REPORTING CHANGES TO INCOME: Tenant shall report all changes to income within ten (10) business days from the date of occurrence of the change. 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. When Management re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another dwelling unit based on family composition, Management shall notify the Tenant of specific grounds of the determination. If the Tenant does not agree with the determination, the Tenant has the right to request a hearing under the Grievance Procedure. Whenever there is a change in the monthly rent, Management will deliver to or mail to Tenant, a written notice reflecting the change. Decreases will be made retroactive only to correct an error. Retroactive rent increases will be made in case of failure to report changes, which would have resulted in rent increases. 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.

10. ELIGIBILITY REEXAMINATIONS AND RENTAL ADJUSTMENTS:
(a) Eligibility Reexaminations. Tenant shall participate in reexaminations in accordance with U.S. Department of Housing and Urban Development (HUD) Rules and Regulations. Management will notify Tenant when a reexamination of the Tenant's household income and composition is required to verify eligibility, dwelling size and rent to be paid. (24 CFR 960.209) Reexaminations occur annually but they may be scheduled earlier or later depending upon special circumstances described in the HUD Rules and Regulations. Immediately following completion of the reexamination, Tenant will be provided a written notice within a reasonable time concerning Tenant eligibility status and any change to be made in the rent or size of the dwelling unit occupied. Rent adjustments resulting from reexaminations will be effective the first of the month of the established reexamination date. A family found ineligible for continued occupancy will be required to vacate unless the ineligibility is due to noncompliance with the community service requirements.
(b) Interim Re-determination of Rent. At any time between required reexaminations, Tenant may initiate a special re-determination of rent when there is a change in Tenant's household circumstances (such as a decrease in income) which will decrease Tenant annual income for rent. In the event rent is decreased in accordance with this provision, Tenant agrees to report any further change within ten (10) business days that may occur prior to the next annual reexamination, which will increase Tenant annual income and rent. Interim decreases in rent will be effective the first day of the month following the month in which a change, which justifies a decrease, is reported to Property Management Office. Interim increases will be effective the first day of the second month following the month in which the change occurs.

11. BACK CHARGES.
(a) If the Tenant owes rent or other charges owed to Management in arrears, the Tenant shall pay in full these back charges within 90 days of receiving notice of the back charge. In the event the Tenant timely reports to Management a change in income and a back charge results from an increase in income, payment for any back charges are not due until 90 days from the date of a completed reexamination or interim rent adjustment. Failure to make payment in full of back charges will result in termination of the Rental Agreement.
(b) Management may, in its discretion, elect to negotiate a reasonable payment arrangement not to exceed six (6) months with the Tenant to ensure payment in full of the back charge. If Management does not agree to a payment arrangement, the Tenant is responsible for the full balance of the back charges within 90 days as required under subsection (a) of this paragraph.

12. MANAGEMENT'S OBLIGATIONS. Management's obligations under this Rental Agreement are:
(a) To maintain the dwelling unit and the Project in a decent, safe, and sanitary condition;
(b) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
(c) To make necessary repairs to the dwelling unit;
(d) To keep Project buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
(e) To maintain in good and safe working order and condition electrical, plumbing, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Management;
(f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant's household members) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the Tenant;
(g) To supply running water and reasonable amount of hot water and reasonable amount of heat at appropriate times of the year (according to local custom and usage) except where the building that

includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection; and

(h) To notify the Tenant of the specific grounds for any proposed adverse action by the Management. Such adverse action includes without limitation, a proposed Rental Agreement termination, transfer of the Tenant to another dwelling unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.

(i) Provide the Tenant the opportunity for a hearing under the Management's Grievance Procedure for a grievance concerning proposed adverse action.

13. TENANT'S OBLIGATIONS. Tenant shall:

(a) Not assign the Rental Agreement or sublease the dwelling unit (24 CFR 966.4(f)(1));

(b) Not provide accommodations for boarders or lodgers (24 CFR 966.4(f)(2));

(c) Use the dwelling unit solely as a private dwelling for the Tenant and the Tenant's household as identified in this Rental Agreement, and not to use or permit its use for any other purpose (24 CFR 966.4(f)(3)), including allowing an individual who is not part of the household to use the unit address as a residential address for any reason;

(d) Obtain Property Management Office's prior written consent to have guests and visitors exceeding one (1) night (Section 17-2028-59(b)(1), HAR);

(e) Not engage in legal profit making activities in the dwelling unit without prior written consent of the Management, upon Management's determination that such activities are incidental to primary use of the dwelling unit for residence by members of the household (24 CFR 966.4(d));

(f) Abide by necessary and reasonable regulations duly promulgated by Management as House Rules for the benefit and well-being of the housing Project, Management, and the Tenants. The Rules shall be posted in the Property Management Office, and incorporated by reference in the Rental Agreement (24 CFR 966.4(f)(4));

(g) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety (24 CFR 966.4(f)(5));

(h) Not commit or suffer any noise or nuisance to the disturbance of other Tenants of the Project;

(i) Observe all applicable laws, rules, regulations, and ordinances of governmental authorities that pertain to and establish standards for residential occupants, including refraining from possessing or keeping on any sidewalk or in any common area of Management premises any open container of intoxicating liquor (Section 281-78, HRS);

(j) Keep the dwelling unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition, including allowing Management or Management's agents to enter the unit to complete necessary repairs or extermination (24 CFR 966.4(f)(6));

(k) Dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit and common areas in a sanitary and safe manner, including refraining from littering in the common areas (24 CFR 966.4(f)(7));

(l) Maintain utility services at all times (Section 17-2028-59(b)(7), HAR);

(m) Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, if approved, and other facilities, equipment, and appurtenances including elevators (24 CFR 966.4(f)(8)), including not installing without prior written management approval any additional large electronic appliances such as refrigerators and freezers; air conditioners, ceiling fans, and other objects that may alter, deface, or damage the condition of the dwelling unit; and washers or dryers in a dwelling unit that does not have appropriate washer or dryer hookup connections;

(n) Refrain from, and cause household members, guests and/or visitors to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or Project (24 CFR 966.4(f)(9));

(o) Pay reasonable charges for any remediation or replacements required, or the repair of damages, other than for wear and tear, to the dwelling unit, or to the Project, including damages to Project buildings, facilities or common areas, caused by the Tenant, a member of the household, a guest, and/or a visitor (24 CFR 966.4(f)(10));

(p) Act, and cause household members, guests and /or visitors to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the dwelling unit and Project in a decent, safe, and sanitary condition (24 CFR 966.4(f)(11));

(q) Assure that no Tenant, member of the Tenant's household, guest or visitor of the Tenant or member of the household or any other person under the Tenant's control engages in:

(1) Any criminal activity or conduct that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

(2) Any drug-related criminal activity on or off the premises; or

(3) The use of marijuana, even if its use is pursuant to a lawful prescription under state law (24 CFR 966.4(f)(12) & Section 17-2028-59(b & d), HAR).

Management is required to immediately seek termination of this Rental Agreement if it determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;

(r) Assure that no member of the household, guest and/or visitor of the Tenant or member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Tenants (24 CFR 966.4(f)(12) & Section 17-2028-59(b), HAR);

(s) Not furnish false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers (24 CFR 966.4(l)(5)(vi));

(t) Not knowingly allow individuals against which a valid trespass notice or warning has been served against, to enter or remain on the premises;

(u) Not engage in activity or conduct that threatens the health or safety of an employee, contractor, or agent of Management or the State and assure that no member of the household, or guest and/or visitor of the Tenant or member of the household threatens the health or safety of an employee, contractor, or agent of Management or the State (Section 17-2028-59(b)(5), HAR);

(v) Assure that no Tenant, member of the household, or guest and/or visitor of the Tenant or member of the household, or other person under the Tenant's control flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (24 CFR 966.4(l)(5)(ii)(B) & Section 17-2028-59(b)(9), HAR);

(w) Not violate a condition of probation or parole imposed under federal or state law, and assure that no member of the household, or guest and/or visitor of the Tenant or member of the household, or other person under the Tenant's control violates a condition of probation or parole imposed under federal or state law (24 CFR 966.4(l)(5)(ii)(B) & Section 17-2028-59(b)(10), HAR);

(x) During the term of the tenancy, Tenant and members of the household shall refrain from being convicted of a felony related to Management's property or funds, the resident association or tenant association's property or funds, homicide, assault, terroristic threatening, firearms, dangerous weapons, kidnapping, sexual assault, extortion, burglary, unauthorized control of propelled vehicle, and criminal property damage (24 CFR 966.4(l)(2)(iii)(A) & Section 17-2028-59(b)(8));

(y) Not engage in willful damage to Management's property, and assure that no member of the family's household members, or any guest or visitor of the Tenant or other person under the Tenant's control engage in willful damage to Management's property (Section 17-2028-59(b)(11), HAR);

(z) Not have a record of conduct or behavior which may be detrimental to the Project, its tenants, or employees of Management;

(aa) Not commit or suffer any damage to the dwelling unit or any act that shall cause increase in the premiums for fire and other casualty insurance on the building;

(bb) Not make any alterations or additions to the dwelling unit or ground, including changing and/or installing of any additional locks, bolts, screws or other fixtures, or any decorations therein, which shall damage or deface the doors, windows, walls, floors, or ceilings. Decorations may include without limitation, seasonal decorations, lights, displays, satellite dish inside and outside, advertisements, mobiles, and stickers;

(cc) Not keep or permit to be kept any animal, as a pet or otherwise including pet-sitting, in or about the dwelling unit, without prior approval from the Management in accordance with the Pet Policy which is incorporated by reference;

(dd) Refrain from storing any unlicensed, inoperable or abandoned vehicle on the premises; any such unlicensed, inoperable, or abandoned vehicles will be removed from the premises at tenant's expense;

(ee) Tenant's adult household members, unless exempt, shall participate for at least eight (8) hours per month in community service or an economic self-sufficiency program. Non-compliance may result in denial of Rental Agreement renewal as required by HUD (24 CFR 966.4(l)(2)(iii)(D));

(ff) Provide family income, assets, employment, and composition information and documentation to enable Management to determine the family's rental rate and eligibility for continued occupancy; changes to family income, assets, employment, and family composition shall be reported within ten (10) business days (24 CFR 966.4(c));

(gg) Except for a newborn child, adoption, or court-awarded custody of a child, seek Management's approval of any addition of a family member, including a live-in aide, as an occupant of the unit, and not permit any person from joining or rejoining Tenant's family until Management verifies that the person meets the eligibility requirements and approves the addition of the family member as an occupant of the unit (24 CFR 966.4(a))

(hh) Be physically present and residing in the dwelling unit, and provide notice to Property Management Office when absent from the unit for more than two (2) days;

(ii) Agree to transfer to an appropriate size or type of dwelling unit based on Tenant's family composition and needs, upon notice by Management that such a dwelling unit is available (24 CFR 966.4(c)(3)). If Tenant refuses the offered dwelling unit, Management will evaluate the reason for the refusal. If Management determines there is no good cause for the refusal, Management may initiate termination of the Rental Agreement;

(jj) Surrender the dwelling unit to Management in good order and condition, except for ordinary wear and tear, and return all keys to the unit upon termination of the tenancy for any cause, <u>including Tenant's notice to Management to vacate the dwelling unit, and nonrenewal of the Rental Agreement</u>. Management will inspect the unit at the time Tenant vacates the unit and will furnish Tenant a statement of any charges to be made in accordance with the notice provisions of paragraph 14(d), unless Tenant vacates without notice to Management. Any personal property left on the premises when Tenant leaves, abandons, or surrenders the unit shall be considered abandoned and will be stored for 30 days and disposed of by Management at Tenant's expense.

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

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

(b) 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.

(c) In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of Tenant, the following provisions shall apply:
  (i) Tenant shall immediately notify Management of the damage.
  (ii) Management shall be responsible for repair of the unit within 48 hours, provided that if the damage was caused by Tenant, or Tenant's household members and/or guests and/or visitors; reasonable cost of repairs shall be charged to Tenant;
  (iii) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within 48 hours; and
  (iv) In the event that repairs are not made or alternative accommodations are not provided within 48 hours, Tenant may request abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling unit, 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 members and/or guests and/or visitors.

(d) 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 Property Management 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 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, in accordance with federal regulations and state laws governing public comment, which shall be taken into consideration prior to proposed modifications becoming effective. A copy of such notice shall be:
  (i) Delivered directly or mailed to Tenant; or
  (ii) 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 Property Management Office.

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

(f) If the rent or any amount hereunder is not paid within ten (10) business days of Rental Agreement 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.

(g) Management shall not be liable to Tenant or to any occupant of the dwelling unit for its family member (s), employee(s), agent(s), visitor(s) or guests 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.

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

(i) 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 9.

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

15. NO SMOKING: Smoking is prohibited in all dwelling units, common areas, and community facilities in and around the premises, including the area within 20 feet of any entrance, exit, window, and ventilation intake that serve an enclosed or partially enclosed area where smoking is prohibited, unless specifically provided otherwise by Management. Repeated violations may lead to termination of the Rental Agreement.

16. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTION: Management and Tenant mutually agree as follows:
  (a) Both Management and Tenant shall inspect jointly the dwelling unit prior to commencement of occupancy by the Tenant. Management will furnish the Tenant with a written, move-in statement of the condition of the dwelling unit, and the equipment provided with the dwelling unit. The statement shall be signed by both Management and the Tenant; a copy of the statement shall be retained by Management in the Tenant's folder.
  (b) Management shall inspect the dwelling unit at the time the Tenant vacates the dwelling unit, and furnish the Tenant a statement of any charges to be made, if any. Tenant may participate in this inspection unless the tenant vacates without notice to Management.

17. ENTRY OF DWELLING UNIT DURING TENANCY: Management shall upon reasonable advance notification to the Tenant be permitted to enter the dwelling unit during regular business hours to inspect the condition, or to make necessary improvements or repairs or to show the dwelling unit for re-leasing:
  (a) A written statement specifying the purpose of the entry delivered to the dwelling unit at least 48 hours before such entry shall be considered reasonable advance notification;

(b) Management may enter the dwelling unit 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's household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
(d) When Tenant calls to request maintenance on the unit, Management will attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when Management comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

18. NOTICE PROCEDURES: Notice shall be provided as follows:
(a) Notice to Tenant shall be in writing and delivered to the Tenant or to a Tenant's adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to the Tenant. If Tenant is visually impaired, Tenant may request all notices in an accessible format; and
(b) Notice to the Management shall be in writing, delivered to the Property Management Office or to the Management Central Office during regular business hours, or sent by prepaid first-class mail properly addressed.

19. TERMINATION OF RENTAL AGREEMENT:
(a) Grounds for termination of rental agreement. Management may terminate the rental agreement only for:
(1) Serious or repeated violation of material terms of the Rental Agreement, such as:
(i) Failure to make rent and other charges due under the Rental Agreement (i.e. excess utilities and maintenance) when due;
(ii) Repeated chronic late payment of such amounts; and
(iii) Failure to fulfill Tenant's obligations under this Rental Agreement.
(2) Other good cause. Other good cause includes without limitation, the following:
(i) Criminal activity or alcohol abuse;
(ii) Discovery after admission of facts that made the Tenant ineligible;
(iii) Discovery of false statements and/or fraud documents by the Tenant or Tenant's household members in connection with an application for assistance, with reexamination of income, or at any other time;
(iv) Discovery that Tenant or any member of the Tenant's household is subject to a lifetime registration requirement under a State sex offender registration program.
(v) Exceeds the income limit based on occupancy size established by HUD and posted separately in the Property Management Office, or is otherwise ineligible for continued occupancy;
(vi) Failure to accept Management's offer of a Rental Agreement revision to an existing Rental Agreement that is on a form adopted by the Management in accordance with 24 CFR 966.3, with written notice of the offer of revision at least 60 calendar days before it is scheduled to take effect, and the reasonable time limit within that period for acceptance by the Tenant;
(vii) Felony conviction relating to Management's property or funds, the resident association or tenant association's property or funds.
(viii) Refusal to move as required under paragraph 21(a) on Unit Changes.

(b) Management will immediately seek termination of this Rental Agreement for criminal activity or alcohol abuse as described in Paragraph 13.
(c) Management has the discretion to consider all the circumstances and effects of the violation.

20. RENTAL AGREEMENT TERMINATION NOTICE:
(a) The Rental Agreement may be terminated by Management at any time by giving written notice for serious or repeated violation of material terms of the Rental Agreement, as follows:
(1) Fourteen (14) calendar days in the case of nonpayment of rent or other charges due under this Rental Agreement in full when due; provided that in the case of nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a financial hardship exemption pursuant to paragraph 5(b) above.
(2) A reasonable period of time considering the seriousness of the situation but not to exceed 30 calendar days:
(i) If the health or safety of other Tenants, Management's employees, or persons residing in the immediate vicinity of the premises is threatened; or
(ii) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
(iii) If any member of the household has been convicted of a felony;
(3) Thirty (30) calendar days in all other cases, except if a State or local law allows a shorter notice period, such shorter period shall apply.
(4) 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.

(b) Tenant shall terminate the Rental Agreement by, before quitting the dwelling unit, giving Management written notice of intention to do so at least 28 calendar days before vacating the dwelling unit.

21. UNIT CHANGES
(a) Management may require Tenant to transfer to another dwelling unit at its discretion, as may be authorized under Section 17-2028-57, HAR:
(i) To prevent overcrowding or underutilization;
(ii) To preserve the specific purpose for which a project or unit was developed or designed;
(iii) In an emergency where conditions of the unit, building, or project poses immediate, verifiable threat to life, health, or safety of the family or another family;
(iv) For administrative reasons including permitting modernization, renovation, or rehabilitation work, and making units with special features available to families who require those features; and
(v) For economic reasons affecting Management.
(b) Management may permit Tenant to transfer to another dwelling unit owned and/or managed by Management as authorized under Section 17-2028-57, HAR. If Tenant refuses an offered dwelling unit without good cause, the request will be cancelled. Transfers may not be offered or denied when:
(i) Tenant is delinquent in rent, unless Tenant has entered into an approved payment agreement; or
(ii) Tenant is not in good standing with Management due to eviction proceedings being initiated or in the process for Rental Agreement violations.
(c) Any move-out charges incurred by Tenant will be posted to the new dwelling unit at the "gaining" development.

22. COMMUNITY SERVICE REQUIREMENT: Each adult Tenant and adult family member, other than an exempt individual, shall perform community service or participate in an economic self- sufficiency program in accordance with 24 CFR Subpart F, 960.600 through 960.609. If during reexamination Tenant and other adult family members, who do not have exempt status, is/are found to be non-compliant, then Management is prohibited by HUD from renewing the Rental Agreement. Please refer to the attached Community Service Policy.

23. DOCUMENTS INCORPORATED BY REFERENCE: This Rental Agreement includes the following documents attached hereto and incorporated by reference herein:

1) Project Rules	___	4) Community Service Policy	___
2) Grievances Procedures	___	5) Violence Against Women Act (VAWA)	___
3) Pet Policy	___	6) Transfer Policy	___

Tenant acknowledges receipt of a copy of the House Rules. The Rules may be amended from time to time. Any such amendment shall be effective ten (10) business days after a copy thereof is conspicuously posted in the Property Management Office, and delivered to Tenant or mailed to Tenant at the address of the dwelling unit.

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

HAWAII PUBLIC HOUSING AUTHORITY

By: _____
Property Manager

_____ _____
Tenant Date

_____ _____
Co-Tenant Date

We hereby acknowledge receipt of the above document provided in _____ (fill in language) which is our primary language.

_____(Tenant Initials) _____(Co-Tenant Initials)