



Housing Authority of the County of San Joaquin
 PO Box 447
 Stockton, CA 95201

December 29, 2011

Dear Resident,

Effective March 1, 2012, the Housing Authority of the County of San Joaquin (Housing Authority) Public Housing Resident Dwelling Lease Agreement will be modified to include the implementation of the Housing Authority's Non Smoking Policy and the summary of the changes listed below. Each Head of Household, spouse, co-head, and/or adult over the age of 18 will be required to sign the new lease. Further information will provide an appointment for all adult family members to sign the revised Public Housing Resident Dwelling Lease Agreement. **Per the U. S. Department of Housing and Urban Development Regulations, failure to accept the revised Public Housing Resident Dwelling Lease Agreement will result in termination of Public Housing Rental Assistance.**

Lease Section	Current Lease	Proposed Change
5.b. Rental Payments	<i>Thereafter, the monthly rental amount is \$___ subject to the utility cost provisions in Paragraph 8, Page 2 and shall be due and payable in advance on or before the first day of each month, beginning on the month following the date of this Lease.</i>	<p><i>Thereafter, the monthly rental amount is \$___ subject to charges for excess utility costs as found in Paragraph 8, Page 2. All rental sums and charges shall be due and payable in advance on or before the first day of each month, beginning on the month following the date of this Lease.</i></p> <p><i>Tenants who have submitted a check that is returned for Non-Sufficient Funds shall be required to make all future payments in money order or cashier's check.</i></p> <p><i>Rent must be paid at the rental office where the tenant resides.</i></p>
5.c. Rental Payments	<i>LATE FEE – A late fee of \$25.00 will be charged if rent is not paid by the 7th calendar day of each month.</i>	<i>LATE FEE – A late fee of \$25.00 (will be charged if rent is not paid by the 5th calendar day of each month.</i>
5.f. Rental Payments	Not Applicable	<i>The receipt by MANAGEMENT of rent or payments due under the Lease with the knowledge of the breach of any covenant or condition and/or after service of a notice of termination, except where the breach is solely for the payment of delinquent rent thereof, shall not be deemed a waiver of such breach and MANAGEMENT may proceed forward with termination</i>

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		<p>and eviction proceedings. Further, no waiver by MANAGEMENT of any of the provisions hereof, including the right to terminate the lease and continue eviction proceedings shall be deemed to have been made upon acceptance of rent or any monies due and payable under this lease unless expressed in writing and signed by MANAGEMENT, its representatives or agents.</p>
8.a. Charges for Excess Utilities	<p><i>Excess Utility bills shall be included with the rental statements and shall constitute additional rent which are payable on the 7th calendar day of the following month upon receipt of statement from Management.</i></p>	<p><i>Excess Utility bills shall be included with the rental statements and shall constitute additional charges which are payable by the 5th calendar day of the following month upon receipt of the statement from the Housing Authority.</i></p>
9.b Terms and Conditions	<p><i>Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and Housing Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease THEN; Housing Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.</i></p>	<p><i>Ability to Comply with Lease Terms: If, during the term of this Lease, the Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid in complying with the Lease, and the Housing Authority cannot make any reasonable accommodation for the Tenant and/or to the Premises that would enable Tenant to comply with the Lease then, the Housing Authority may assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing. At the time of admission and at least annually, all Tenants may identify in writing the family member, friend, or social, health, advocacy, or other organization to be contacted if they become unable to comply with Lease terms.</i></p>
9.c.(3)(a) Terms and Conditions	<p><i>If a reduction is granted, Tenant must report in writing subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)</i></p>	<p><i>If a reduction of rent is granted, Tenant must report in writing subsequent increases in income within thirty (30) days of the occurrence, until the next scheduled re-rectification. (Failure to report within the thirty (30) days may result in a retroactive rent charge to the Tenant.)</i></p>

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9.d. Terms and Conditions	<i>All changes in family composition must be reported in writing to the Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c)(2)]</i>	<i>All changes in family composition must be reported in writing to the Housing Authority Asset Manager within thirty (30) days of the occurrence. Failure to report within the thirty (30) days may result in a retroactive rent charge [24 CFR 966.4 (c)(2)].</i>
9.e.(2) Terms and Conditions	<i>In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.</i>	<i>In the case of a rent adjustment, when an increase in income occurs after a prior rent decrease and is reported within thirty (30) calendar days of the occurrence, the increase will become effective the first day of the month following a thirty (30) day notice to the family.</i>
9.f.(3) Terms and Conditions	<i>If a Tenant makes a written request for special unit features in support of a documented disability, Housing Authority shall modify Tenant's existing unit.</i>	<i>If a Tenant makes a written request for a reasonable accommodation in support of a documented disability, the Housing Authority may modify Tenant's existing unit.</i>
11.e. Tenant's Obligations (Formerly Section 10, renumbered to 11)	<i>To abide by necessary and reasonable regulations promulgated by Housing Authority for the benefit and well-being of the housing project and Tenants.</i>	<i>To abide by necessary and reasonable rules now or hereafter promulgated by the Housing Authority for the benefit and well-being of the housing development and Tenants.</i>
11.g. Tenant's Obligations (Formerly Section 10, renumbered to 11)	<i>To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. [966.4 (g)].</i>	<i>To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition [24 CFR 966.4(f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris, seasonal maintenance such as holiday decorations and litter and to maintain all the Housing Authority Developments in a decent, safe, and sanitary condition [24 CFR 966.4 (g)].</i> <i>An exception to this requirement may be made for Tenants who have no household member able to perform such tasks because of age or disability [24 CFR 966.4(g)].</i>
11.j.(6) Tenant's Obligations	<i>Not to display, use, or possess or allow members of Tenant's household or guests to display, use</i>	<i>Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess</i>

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	<i>or possess any illegal firearms anywhere on the property of Housing Authority.</i>	<i>any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of California anywhere on Housing Authority property.</i>
11.j.(13) Tenant's Obligations (Formerly Section 10, renumbered to 11)	<i>Property left for more than fifteen (15) days shall be considered abandoned and will be disposed of by Housing Authority.</i>	<i>Personal property left for more than fifteen (15) days after notice is served or eighteen (18) days if notice is mailed to the tenant's last known address or new address if provided shall be considered abandoned and will be disposed of by the Housing Authority.</i>
11.j.(19) Tenant's Obligations (Formerly Section 10, renumbered to 11)	Not Applicable	<i>To assure the Tenant or any member of the household not engage in any criminal and/or drug related activity on or off the Premises [24 CFR 966.4(f)(12)(1)(ii)].</i>
11.j.(20) Tenant's Obligations (Formerly Section 10, renumbered to 11)	Not Applicable	<i>To assure that no 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 residents [24 CFR 966.4(f)(12)(iii)].</i>
11.k. Tenant's Obligations (Formerly Section 10, renumbered to 11)	<i>Abide by all House Rules.</i>	<i>Abide by the Housing Authority of the County of San Joaquin's House Rules as new or hereafter adopted.</i>
11.l. Tenant's Obligations (Formerly Section 10, renumbered to 11)	Not Applicable	<i>Abide by the Housing Authority of the County of San Joaquin's Non-Smoking Policy.</i>
11.m. Tenant's Obligations (Formerly Section 10, renumbered to 11)	Not Applicable	<i>Abide by the Housing Authority of the County of San Joaquin's Addendum to Lease for Pools.</i>
12.a.(1) Defects Hazardous to Life, Health or Safety (Formerly Section 11, renumbered to 12)	<i>Housing Authority shall be responsible for repair of the unit within a reasonable period of time or 24 hours for health and safety repairs after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant [966.4(h)(2)].</i>	<i>The Housing Authority shall be responsible for repair of the unit, within twenty (20) days for non-emergency repairs or twenty-four (24) hours for health and safety repairs after receiving notice from the Tenant. The reasonable cost of the repairs shall be charged to the Tenant provided the damage was caused by the Tenant, household members, or guests [24 CFR 966.4 (h)(2)].</i>
15.b.(3) Notice Procedures (Formerly Section 14,	<i>If Tenant is disabled and requests a reasonable accommodation, all notices will be made available in an</i>	<i>If Tenant is visually impaired or disabled and requests a reasonable accommodation, all notices will be</i>

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renumbered to 15)	<i>accessible format. [966.4 (k)(2)].</i>	<i>made available in an accessible format [24 CFR 966.4 (k)(2)].</i>
16.d.(8) Termination of Lease (Formerly Section 15, renumbered to 16)	<i>In deciding to evict for criminal activity, Housing Authority shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prohibited activity will neither reside in nor visit the unit.</i>	<i>In deciding to evict for criminal activity, the Housing Authority shall, if permitted by law, have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Housing Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prohibited activity will neither reside in nor visit the unit. The condition(s) may be evidenced by a written stipulation which must be executed by the Tenant.</i>
18.c.(1)(a) Housekeeping Standards (Formerly Section 17, renumbered to 18)	<i>Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.</i>	<i>Walls: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, and any form of graffiti.</i>
18.c.(2)(b) Housekeeping Standards (Formerly Section 17, renumbered to 18)	<i>Refrigerator: should be clean. Freezer door should close properly and freezer has no more than one inch of ice.</i>	<i>Refrigerator (if provided): should be clean and freezer door should close properly and should have no more than one inch of ice.</i>
18.d.(5) Housekeeping Standards (Formerly Section 17, renumbered to 18)	<i>Storm doors: should be clean, with glass or screens intact</i>	<i>Security Doors: should be clean and in operable and working condition.</i>