

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2022-41**

**APPROVING THE 2022-2023 RENT RATES FOR LAWSON PLACE APARTMENTS,
LEASE AGREEMENT AND RULES AND REGULATIONS**

WHEREAS, on November 15, 2021, Village Council, by Resolution 2021-55, authorized the acquisition of the 16-unit Lawson Place apartment building to further the Village's goal of preserving affordable housing opportunities in Yellow Springs; and

WHEREAS, the sale was finalized in January of 2022, and since that time the Village Manager has engaged in a thorough dialogue and discussion with existing Lawson Place tenants as well as evaluation of the needs for urgent renovation and repair of certain units and common areas; and

WHEREAS, the Greene Metropolitan Housing Authority payment standards effective as of 5/18/2022 specify fair market rent for a one-bedroom apartment in Greene County, Ohio is \$748.00 per month for fiscal year 2022, and,

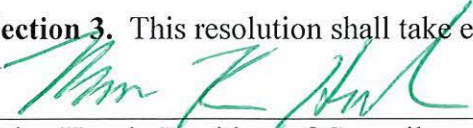
WHEREAS, the Village Manager recommends tiered rent based on each unit's renovation status and a lease template with other rules and regulations as a general summary of policies,

NOW THEREFORE, the Council of the Village of Yellow Springs, Ohio hereby resolves:

Section 1. The Village Manager is authorized to execute the Lease agreements in a form substantially similar to that attached as Exhibit A, with monthly rent rates for July of 2022 through June of 2023 set at \$630 for unrenovated units and \$700 for renovated units.

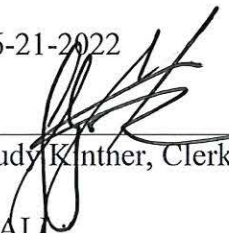
Section 2. The Rules and Regulations of Lawson Place are approved as attached at Exhibit B and may be amended from time to time by a vote of Council, including any legislation introduced on the basis of a petition submitted by a majority of tenants.

Section 3. This resolution shall take effect immediately upon approval by Council.



Brian Housh, President of Council

Passed: 6-21-2022

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__

Marianne MacQueen __Y__

Kevin Stokes __Y__

Carmen Brown __Y__

Gavin DeVore-Leonard __Y__

LAWSON PLACE RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into on _____ (to be effective as of _____ the "Effective Date") by and between the VILLAGE OF YELLOW SPRINGS, OHIO and _____ (the "Tenant").

I. AGREEMENT

Based upon representations made to VILLAGE by the Tenant, including but not limited to representations regarding income and household composition, VILLAGE leases to the Tenant and the Tenant leases from VILLAGE the dwelling unit described below, under the terms and conditions outlined in the Lease and the rules, policies, procedures and regulations of VILLAGE. By signing the Lease, the Tenant acknowledges that he or she understands and agrees to abide by all the terms and conditions of the Lease, the Addendums to the Lease, and the rules, policies, procedures and regulations of VILLAGE as they are amended from time to time.

II. TERMS

A. **Dwelling Unit.** VILLAGE hereby leases to the Tenant, upon terms and conditions set forth below, the Dwelling Unit located at _____ (the "Dwelling Unit") for a lease period of 12 months, beginning on _____ and terminating at midnight on _____.

B. **Persons Residing in the Dwelling Unit.** The Tenant agrees to continuously occupy the Dwelling Unit as a residence along with other household members. The Tenant agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed below. The Tenant agrees that the persons listed below shall be considered members of the household and residents in the Dwelling Unit until such time as the Tenant provides VILLAGE with written notice that such persons no longer reside in the Dwelling Unit, and VILLAGE authorizes their removal from the Lease.

C. **Prior Written Consent.** The Tenant agrees to obtain the prior written consent of VILLAGE before permitting any additional persons to reside in the Dwelling Unit. Such new persons will be screened for admission in accordance with VILLAGE's Rules and Regulations for Lawson Place. The Tenant agrees to be responsible for the actions of all household members, guests, and all other persons under their control, and that any violations of the Lease by such persons shall be grounds for termination of the Lease and eviction from the dwelling unit.

D. HOUSEHOLD COMPOSITION

NAME	DATE OF BIRTH	RELATIONSHIP

Changes in Household Composition: Any additions to the household members named on the Lease require the advance written approval of VILLAGE. Such approval will be granted only if the new household member(s) passes VILLAGE's screening criteria and a unit of the appropriate size is available.

Tenant agrees to wait for VILLAGE's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which VILLAGE may terminate the Lease in accordance with Section X. Further obligations concerning the terms and conditions of occupancy are set forth in Section X.

Tenant shall not permit any person not listed above to use the residence as a mailing address. Use of the residence as a mailing address by any individual not a household member identified by the Tenant above will be construed by the VILLAGE as verification of unauthorized occupancy and may therefore subject Tenant to lease termination.

E. Renewal of the Lease. This Lease shall be automatically renewed for additional consecutive terms of one year without further action by the Tenant or VILLAGE at such rent as may be established by VILLAGE, unless terminated earlier by the Tenant or VILLAGE pursuant to the provisions of the Lease.

F. Payments and Charges Due Under the Lease.

1. Rent. The initial rent due to VILLAGE under the Lease is _____ Dollars (\$_____ per month), payable in advance on the first day of each month. Rent is **due** on or before first day of each month and shall be considered **delinquent after the tenth calendar day of the month**.

The amount of rent due to VILLAGE under the Lease is subject to change during the term of the Lease as determined by VILLAGE and applicable federal laws and regulations.

2. Security Deposit. Tenant agrees to pay the **greater of** \$100 or one month's Total Tenant Payment. The amount of the security deposit is _____ Dollars (\$_____).

3. Late Fee. Rent payments not received by VILLAGE by the tenth (10th) calendar day of the month in which such payments are due shall incur a late fee of Twenty Dollars (\$20). The late fee is also assessed if the rent is late because a check was returned for non-sufficient funds.

4. Non-Sufficient Funds (NSF) Charge. For any check that is returned for non-sufficient funds, written on a closed account, or that is unpaid for other reasons caused by the tenant, VILLAGE will pass on any bank fees to the resident in addition to the late fee. If more than two (2) NSF payments are received within a twelve month period; no further checks will be accepted from the resident.

5. Maintenance Charges. These charges are due and collectible on the first day of the second month after the charge is incurred.

The Tenant shall notify VILLAGE promptly of required repairs to the Dwelling Unit, and of unsafe conditions in the areas surrounding the Dwelling Unit by reporting such conditions to the Work Order Center. Except for normal wear and tear, the Tenant agrees to pay charges for repair or damage to the Dwelling Unit and the areas surrounding the Dwelling Unit, VILLAGE equipment, or for extra maintenance expense caused by the Tenant, the household members, guests, and for damage caused by the failure of the tenant to report the need for repairs in a timely manner.

In the absence of a satisfactory explanation, damage beyond normal wear and tear to the Dwelling Unit and the areas surrounding the Dwelling Unit shall be deemed to be caused by the Tenant, the household members or guests. Tenant shall be charged for the cost of such service, either in accordance with the Maintenance Charge Schedule posted by VILLAGE or, for work not listed on the Maintenance Charge Schedule, based on the actual cost to VILLAGE for the labor and materials needed to complete the work.

6. **Excess Utility Charges.** The Tenant shall not install any additional major appliance, such as an air conditioner, washer, dryer, food freezer, second refrigerator or other similar electrical appliances without the prior written consent of the Village. Otherwise, an excess utility charge shall be assessed for excess utility consumption due to the operation of such major appliances.

G. **Payment Location.** Rent and other charge may be paid to the VILLAGE at the Village Building or an approved alternate payment method.

H. **Maintaining Utility Service.** Tenant shall pay for all electricity, natural gas, heating fuel, water, sewer service and trash collection and any other utilities which are in Tenant's name, and for Village-provided utilities, Tenant shall be responsible for paying the cost of utilities directly to the utility supplier. Upon vacating the dwelling unit, Tenant is responsible for notifying each utility provider that service should be removed or cancelled on the effective vacated date except for Village-provided utilities (water, sewer and electric). VILLAGE is not responsible for utility charges Tenant incurs due to failure to give any other utility provider a disconnection notice.

Tenant agrees not to waste utilities and to comply with applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels. Failure to maintain utility service is a serious lease violation.

I. **Security Deposit Disposition.** The security deposit may not be used to pay rent or other charges while the Tenant occupies the Dwelling Unit. No refund of the security deposit will be made until after the Tenant has vacated the Dwelling Unit, the Dwelling Unit has been inspected by VILLAGE, and all remaining charges on the Tenant's account have been deducted. VILLAGE will use the security deposit at the termination of the Lease:

- 1) To pay rent or any other charges owed by the Tenant at the termination of the Lease; and
- 2) To reimburse VILLAGE for the cost of repairing any damage to the Dwelling Unit, common areas or grounds beyond normal wear and tear, caused by the Tenant, or their household members, guests or other persons under their control.

Within 30 days following move-out, VILLAGE agrees to return the Security Deposit to Tenant, less deductions for any costs as indicated above. If any deductions are made, VILLAGE will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

J. **Forwarding Address.** Tenant must furnish VILLAGE with a forwarding address. The Security Deposit will be mailed to the address on file at the time of move-out. To dispute any move-out charges, the Tenant must file a written dispute letter with the VILLAGE by certified mail.

III. TERMS AND CONDITIONS OF CONTINUED OCCUPANCY

The following terms and conditions of occupancy are incorporated as part of the Lease.

Use and Occupancy of Dwelling Unit: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed above.

a. With the **prior** written consent of the Village and with a permit as required by Village zoning ordinances, members of the household may engage in legal profit-making activities in the dwelling unit. Any modifications to the dwelling unit to accommodate a legal profit-making activity must have prior written consent of VILLAGE. The cost of such modifications that are not part of the VILLAGE maintenance or modernization schedule shall be paid for by the tenant.

b. Tenant may have guests or visitors for a period not to exceed fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

A. Ability to comply with the Lease terms. If, during the term of the Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of the Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and VILLAGE cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, VILLAGE will work with appropriate agencies to help secure suitable alternate housing and will terminate the Lease.

B. Re-determination of Rent and Eligibility. The rent amount, as specified in Part I of the Lease Agreement, is fixed until changed as described below.

1) The status of each Tenant and household is re-examined by an authorized VILLAGE representative at least once annually, along with eligibility for continued occupancy with regard to criminal activity pursuant to Yellow Springs Police Department reports, are reviewed as part of the annual eligibility recertification process.

2) Tenant agrees to supply VILLAGE with accurate information in order for VILLAGE to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information in a timely manner when requested is a serious violation of the terms of the Lease. All information must be verified. Tenant agrees to comply with VILLAGE requests for verification by signing releases for third-party sources, or presenting documents for review as requested. If third-party verifications cannot be obtained by VILLAGE, Tenant agrees to provide other suitable forms of verification, e.g. check stubs, computer printouts, bank statements, etc. The VILLAGE does not discriminate with respect to source of income pursuant to local ordinance.

VILLAGE shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such action must be taken for compliance under this section. This information will be used by VILLAGE in determining whether the lease may be renewed or the rent amount should be changed.

3) Rent will change during the period between regular re-examinations, when the following occurs:

a. Tenant can verify a change in circumstances (such as decline in or loss of income) that would justify a reduction in rent. Rent shall not be reduced because a Tenant's benefits are reduced due to Tenant's failure to comply with economic self-sufficiency or work activities requirement, or committed

fraud.

- b. If there is an increase in income because a person with income (from any source) joins the household, VILLAGE will increase rent on the first day of the second month after the new person joins the household. The recalculation of rent is not to be interpreted as VILLAGE's approval of an unauthorized person residing in the unit.
 - c. It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. VILLAGE then may apply an increase in rent retroactive to the first of the month in which the rent should have increased.
 - d. VILLAGE will increase the rent either prospectively or retroactively to the date of the expiration of any federally mandated or VILLAGE granted income exclusion (e.g., earned income disregard).
 - e. VILLAGE will process an interim rent increase for income increases averaging more than \$100 per month, effective the first day of the second month following the month in which the change occurred. VILLAGE will defer, until the next annual recertification, interim rent for household increases in income that, in total, average \$100 or less per month. The Tenant must, however, still **report** the increase within 30 days following receipt of the increase.
- 4) For income-based rents, any changes in household income or composition must be reported to the VILLAGE within 30 calendar days following the occurrence. All requests for additional person(s) to be added to the lease will be processed in accordance with the Rules and Regulations.

C. Rent Adjustments. Tenant will be notified in writing of any rent adjustment.

- 1) A rent decrease is effective on the first day of the month following the reported change in circumstances.
- 2) A rent increase is effective the first day of the second month following the month in which the change occurred.
- 3) Tenant is responsible to review VILLAGE's calculation of rent and the Notice of Rent Determination and to bring any noted errors or omissions to VILLAGE's attention. VILLAGE reserves the right to correct rent retroactively and collect rent due as a result of errors or omissions.

D. Transfers

- 1) Tenants may request transfer to repaired or renovated units at any time under the same terms and conditions of this Lease, if available.
- 2) VILLAGE may move Tenant into another unit if it is determined necessary to rehabilitate or repair Tenant's unit for a period of more than 30 days.
- 3) If a Tenant makes a written request for special unit features in support of a documented disability, VILLAGE shall accommodate the request by either modifying the Tenant's existing unit or transferring the Tenant to another unit with the required features.
- 4) A tenant without disabilities that is housed in a unit with accessibility features must transfer to a unit without such features should a Tenant with disabilities request the unit's accessibility features as an accommodation. At the time of move-in, the Tenant signs a waiver acknowledging the requirement to transfer as described herein.

- 5) In the event the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants, VILLAGE shall be responsible for repair of the unit within a reasonable period of time. If the damage was caused by Tenant, household members, guests, or any other person under Tenant's control, the cost of the repairs shall be charged to Tenant. VILLAGE shall offer to Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Tenant shall accept any replacement unit offered by VILLAGE.
- 6) If VILLAGE determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, then the Lease shall be terminated, and any rent paid will be refunded to Tenant, on a prorated basis.
- 7) In the case of such involuntary transfers, Tenant shall be required to move into the dwelling unit made available by VILLAGE within five days. In cases other than emergencies, Tenant shall be given a written transfer notice. If Tenant refuses to move, VILLAGE may terminate the Lease.

IV. VILLAGE OBLIGATIONS

1. Maintain the dwelling unit and the community in a safe and sanitary condition;
2. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. Make necessary repairs to the dwelling unit;
4. Keep building, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
5. Maintain electrical, plumbing, sanitary, heating and ventilating systems, other facilities and appliances supplied by Village in good and safe working order;
6. Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by the Lease;
7. Supply running water, a reasonable amount of hot water and a reasonable amount of heat at appropriate times of the year; except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
8. Act in a cooperative manner with tenants. To refrain from acting or speaking in an abusive or threatening manner toward tenants.
9. Notify Tenant of the specific grounds for any proposed adverse action by VILLAGE. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, charges for maintenance and repair, or for excess utilities.)
10. The Notice of the proposed adverse action shall inform Tenant of the right to request a hearing. In the case of the Lease termination, a notice of the Lease termination that complies with applicable Rules and Regulations shall constitute adequate notice of the proposed adverse action.
11. In the case of a proposed adverse action other than a proposed Lease termination, VILLAGE shall not take the proposed action until time to request such a hearing has expired and (if a hearing was timely requested) the hearing process has been completed.

V. TENANT'S OBLIGATIONS

1. Shall not assign the Lease, nor to sublet or transfer possession of the Dwelling Unit or any part of it, and no boarders or lodgers i.e. no transient guest lodging as defined by Village code);
2. Must use the Dwelling Unit solely as a private dwelling for the Tenant and Tenant's household as identified in the Lease, or on subsequent applications for continued occupancy that were approved by VILLAGE and not permit its use for any other purpose;
3. Must abide by all Rules and Regulations set by the VILLAGE as posted, and all such rules and regulations are incorporated by reference in this Lease;
4. Must comply and cause all members of the household and guests to comply with all federal, state and local laws, rules and regulations affecting the use or occupancy of the Dwelling Unit and all building or housing codes, materially affecting health and safety;
5. Must maintain the Dwelling Unit and such areas as are assigned to the Tenant for the exclusive use and enjoyment of Tenant, in a clean and safe condition.
6. Must not interfere with the use of the common spaces by other residents, visitors or VILLAGE Staff.
7. Must dispose of all garbage, rubbish, and other waste from the dwelling unit and the areas surrounding the Dwelling Unit in a sanitary and safe manner;
8. May only use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators and other facilities and appurtenances;
9. Must refrain from, and to cause household members, guests and other persons under Tenant's control to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or community;
10. Must pay charges for the repair of damages that are beyond normal wear and tear, to the dwelling unit, buildings, facilities, or common areas caused by the Tenant, household members, guests, or any other person under Tenant's control;
11. Must act, and cause household members, guests, or any other person under Tenant's control to act in a manner that will not disturb other tenants' right to peaceful enjoyment of their accommodations and will be conducive to maintaining the community in a decent, safe, and sanitary condition;
12. Must assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Lawson Place premises by other residents, representatives of VILLAGE or persons residing in the immediate vicinity of the premises, or (b) any drug-related criminal activity on or off such premises, or (c) any fleeing to avoid prosecution, custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony, or (d) any violation of a condition of probation or parole imposed under Federal or State law. Any activity in violation of this section shall be cause for termination of tenancy, and for eviction from the unit. The term "drug-related criminal activity" includes, but is not limited to, the possession, use, purchase, manufacture, sale, distribution, or transport, of any of the following: (1) illegal drug, (2) controlled substance, (3) drug counterfeit or analog, (4) controlled substance counterfeit or analog, (5) drug paraphernalia, or (6) drug abuse instrument; as defined by local, state, or federal law. Must refrain from such other activity that impairs the physical or social environment of the community;
13. May not make any alterations or repairs to the dwelling unit or to the equipment therein, and

not to install additional locks or fixtures without having obtained the **prior** written consent of VILLAGE; not to affix any wallpaper, nails, bolts, or screws, in the walls, floors, doors or trim, except that mirrors and pictures may be hung by the Tenant, in a manner approved by VILLAGE, and all electric wiring shall be done or supervised by VILLAGE;

14. May not install any security alarm system without the **prior** written consent of the VILLAGE. Tenant shall be required to provide VILLAGE with an accurate access code at all times;
15. Must act in a cooperative manner with neighbors and VILLAGE representatives. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and VILLAGE representatives including general service providers not limited to postal workers, police officers, and firefighters. This behavior includes, but is not limited to, taunting, threatening emails or voice mail messages, persistent contact with staff, board members, and other governmental agencies that hampers their ability to conduct normal work, stalking, threat of force, sexual harassment, physical assault, and other violent or aggressive actions directed towards neighbors or VILLAGE representatives;
16. The Tenant is the person responsible for ensuring that the Tenant, any member of the household, a guest or another person under the Tenant's control does not engage in behavior that is abusive or threatening towards neighbors or VILLAGE representatives. By signing the Lease, the Tenant acknowledges responsibility for the conduct of all members of the household and their guests, and further acknowledges that self-control will be exercised and appropriate assistance from household, friends, health and/or social service providers will be maintained to prevent abusive and threatening behavior;
17. Must take reasonable precautions to prevent fires and refrain from storing or keeping flammable materials, such as gasoline, upon the premises;
18. Must avoid obstructing sidewalks, common areas, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
19. Must take reasonable precautions when storing personal property in areas that are neither designated as storage space nor assigned to Tenant as part of the designated living space.
20. Must refrain from erecting or hanging radio antennas, television antennas or satellite dishes on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by VILLAGE with the **prior** written approval of VILLAGE;
21. Must refrain from, and cause members of Tenant's household, guests and any person under Tenant's control to refrain from keeping any animal as a pet in the dwelling unit except unless a verified disability or other condition warrants the possession of a service or assistance animal. No unapproved animals are allowed to be present on VILLAGE property;
22. Must remove from VILLAGE property any vehicles without valid registration and/or current tags and inspection stickers, or any vehicle determined to be inoperable or not roadworthy. No vehicle repairs are permitted on VILLAGE property. To park only in marked parking spaces and to refrain from parking any vehicle in any right-of-way, yard or fire lane. VILLAGE reserves the right to remove any vehicle from its premises after notice is given by posting the notice on the vehicle;
23. Must provide VILLAGE with at least 30 days notice when moving out, and return all keys to the Village during regular business hours. Rent will be charged until the keys are returned. If Tenant gives less than 30 days notice, then pro-rated rent will be charged to account for

the period between the 30-days required notice period and the actual notice given;

24. Must remove any personal property left at Lawson Place when Tenant leaves, abandons or surrenders the dwelling unit. Costs for disposal shall be charged to the Tenant's account;
25. Must use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant shall notify VILLAGE promptly of any known need for repairs to Unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas or grounds of the property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs;
26. Shall not commit any fraud in connection with any housing assistance program;
27. Must assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not consume and/or possess an opened container of alcohol in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.

VI. UNIT INSPECTIONS

A. **Move-in Inspection.** VILLAGE and Tenant or a representative shall inspect the dwelling unit prior to occupancy by Tenant. VILLAGE will give to Tenant a written inspection report of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The inspection report shall be signed by VILLAGE and Tenant and a copy of the report shall be retained in Tenant's folder. VILLAGE will correct any deficiencies noted on the inspection report, at no charge to Tenant.

B. **Move-out Inspection.** VILLAGE will inspect the unit after the Tenant vacates and give to Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or a representative may join in such inspection.

C. **Annual and Interim Inspections.** VILLAGE shall inspect Tenant's unit 90 days after move-in and thereafter at least annually. If any Tenant-caused problems, including poor housekeeping, are found during any inspection, VILLAGE may order a deep clean of the unit, which will be charged to the Tenant and/or require that they attend housekeeping classes at no charge. VILLAGE may also place Tenant on a regular re-inspection schedule until the problems are resolved. A written report will be left at the premises. Failure to maintain proper housekeeping standards is grounds for termination of the Lease.

VII. ENTRY to PREMISES DURING TENANCY

A. Tenant Responsibilities.

- 1) Tenant agrees that the duly authorized VILLAGE representative will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, showing the unit for re-leasing, or other good cause.
- 2) If the tenant calls to request maintenance on the unit and the Tenant is absent from the dwelling unit when VILLAGE or any agent or representative comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- 3) Tenant's refusal to permit entry of premises after proper notification is a Lease violation and grounds for termination of the Lease.

B. VILLAGE's Responsibilities.

- 1) Except in cases of an emergency or in response to a tenant-generated work order request, VILLAGE shall give to Tenant at least 48 hours written notice that VILLAGE intends to enter the unit. VILLAGE may enter only at reasonable times.
- 2) VILLAGE may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- 3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, VILLAGE shall, for any entry into the unit for which the Tenant did not receive prior notice, leave in the dwelling unit a written statement specifying the date, time and purpose of entry. A work order request constitutes permission for VILLAGE to enter the unit when the Tenant is absent.

VIII. NOTICE PROCEDURES

A. Tenant Responsibility. Any notice to VILLAGE must be in writing, delivered to the Village at the Bryan Center, or sent by prepaid first-class mail properly addressed.

B. VILLAGE Responsibility. Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by pre-paid first-class mail properly addressed to Tenant at the address as listed on the lease. VILLAGE will not mail to P.O. Boxes; the Tenant's obligation to check their residential mailbox. Unopened, first class mail returned by the Post Office or unclaimed certified mail shall be sufficient evidence that notice was given.

IX. TERMINATION OF LEASE

In terminating the Lease, the following procedures shall be followed by VILLAGE and Tenant:

A. Grounds for Termination. This Lease may be terminated by VILLAGE only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section I above, or for other good cause.

Such serious or repeated violation of terms **shall include but not be limited to:**

- 1) The failure to pay rent or other charges when due;
- 2) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- 3) Misrepresentation of household income, assets, or composition;
- 4) Failure to supply timely any certification, release, information, or documentation on household income or composition needed to process annual re-examinations or interim re-determinations;
- 5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any VILLAGE property;
- 6) Harboring vicious animals, including any assistance or service animal which has bitten or attacked any person or other animal.
- 7) Refusal to allow scheduled extermination services or inspection for the unit.
- 8) The following types of activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease even in the absence of an arrest or conviction.
 - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of VILLAGE public housing premises by other residents, VILLAGE representatives, or persons residing in the immediate vicinity of the premises; or

- Any drug-related criminal activity on or off VILLAGE public housing premises.
- Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for eviction if VILLAGE determines that such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of VILLAGE public housing premises by other residents or VILLAGE representatives. The consumption and/or possession of an opened container of alcohol are prohibited in public areas of the community including, but not limited to, the common areas, grounds, parking areas, hallways, etc.
- Illegal weapons or illegal drugs seized in a VILLAGE unit by a law enforcement officer;
- Conviction of any household member of a felony;
- Fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony by the tenant;
- Violation of a condition of probation or parole imposed under Federal or State law by the tenant.

B. Written Notice of Proposed Termination.

VILLAGE shall give written notice of the proposed termination of the Lease of:

- 1) 14 days in the case of failure to pay rent;
- 2) A reasonable time, but not less than three days and not more than thirty days, considering the seriousness of the situation:
 - a. If the health or safety of other residents, VILLAGE representatives, or persons residing in the immediate vicinity of the premises is threatened; or
 - b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - c. If any member of the household has been convicted of a felony;
- 3) 30 days in any other case.

C. The Notice of Termination:

- 1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of the right to make such reply, and Tenant's right to examine VILLAGE documents directly relevant to the termination or eviction.
- 2) When VILLAGE is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with VILLAGE's grievance procedures.
- 3) Any notice to vacate that is required by State or local law may be combined with, or run concurrently with the notice of Lease termination under this section. The Notice to Leave the Premises must be in writing, and specify that if Tenant fails to leave the premises within the applicable statutory period, legal action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- 4) When VILLAGE is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under VILLAGE's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired (if a hearing is requested), and the grievance process has been completed.
- 5) When VILLAGE is not required to offer Tenant the opportunity for a hearing under the grievance procedure and VILLAGE has decided to exclude such grievance from

VILLAGE's grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by VILLAGE for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health or safety of residents, VILLAGE representatives, or persons residing in the immediate vicinity of the premises or for drug-related criminal activity.

6) VILLAGE may evict Tenant from the unit only by bringing a court action.

D. Written Notice to Terminate the Lease. Tenant must give thirty (30) days written notice as described in Section IX, above when terminating the Lease. During the initial twelve month term, the tenant may incur additional charges, as described in Section II, Security Deposit Disposition.

E. Eviction for Criminal Activity. In deciding to evict for criminal activity, VILLAGE shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, VILLAGE may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit.

F. Domestic Violence, Dating Violence, Stalking. The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

1) Termination of Tenancy.

- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
- b. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any

member of the Tenant's household is a victim of that domestic violence, dating violence, or stalking.

- c. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, VILLAGE may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
- d. Further, nothing in this section shall prohibit VILLAGE from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, VILLAGE shall not apply a more demanding standard than is applied to other Tenants.

2) Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), VILLAGE may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against household members or others. VILLAGE may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

3) Certification. If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, VILLAGE may request the individual to provide a certification. The certification may be provided in one of the following forms:

- a. a HUD-approved form, supplied upon request by VILLAGE, attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
- b. documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
- c. a federal, state, tribal, or local police report or court record, describing the incident(s).

The certification must be delivered to the VILLAGE within 14 days after the request for certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and VILLAGE may elect to terminate tenancy and evict without regard to the protections provided in this section.

4) Confidentiality. Information provided to VILLAGE concerning incident(s) of domestic violence, dating violence, or stalking shall be retained in confidence and disclosed only as

permitted by applicable law.

X. WAIVER

No delay or failure by VILLAGE in exercising any right under the Lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

XI. HOUSEKEEPING/ENVIRONMENTAL and SAFETY STANDARDS

Tenant agrees to maintain the premises in accordance with VILLAGE's Uniform Inspection Standards, which are incorporated into the Lease by reference.

A. VILLAGE will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection VILLAGE will notify the Tenant in writing if he/she fails to comply with the standards and serve Tenant with a Notice of Termination of Dwelling Lease.

B. Opportunity to Cure: After the failed inspection, the Tenant will be given the opportunity to cure the breach of the Lease agreement. VILLAGE will schedule a re-inspection of the premises to coincide with the expiration of the Notice of Termination of Dwelling Lease to determine compliance. Failure or refusal of the re-inspection will be deemed a serious violation of the Dwelling Lease and VILLAGE may move to evict the Tenant.

C. In deciding to evict, VILLAGE shall have the discretion to offer a deep cleaning and/or housekeeping classes where the tenant will receive a housekeeping certificate. The housekeeping training will certify that the resident has received the basic housekeeping essentials needed to maintain their unit in accordance with the VILLAGE Uniform Inspection Standards. By agreeing to receive a deep clean and/or attend house keeping classes VILLAGE may elect not to terminate tenancy. In agreement with the Tenant, the cost of the deep cleaning will be billed to the Tenant as a maintenance charge (refer to the Maintenance Charge Schedule). If VILLAGE elects to offer housekeeping classes to the tenant, at no cost to the tenant, the tenant must attend the class within 30 days from the date of the failed inspection. VILLAGE may monitor the Tenant's housekeeping after the deep cleaning to ensure the Tenant maintains satisfactory housekeeping standards. One subsequent failed housekeeping inspection within 12 months following the deep cleaning or completion of the housekeeping training, or failure to attend the housekeeping training is grounds for termination of the Lease.

XII. Tenant's Certification

By signing below I acknowledge that the Provisions of the Lease Agreement, and the Addendums, have been received and thoroughly explained to me. I agree that all members of my household are bound by all of the Lease provisions and conditions, as written. I understand that the Admissions and Continued Occupancy Policy is incorporated as part of the Residential Lease Agreement, and that it is available for review in any VILLAGE Property Management Office during normal business hours.

I hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to VILLAGE before execution of the Lease or before VILLAGE approval for occupancy of the unit by the Household member.

I further certify that all information and documentation submitted by me or other Household members to VILLAGE in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

I further certify that I have received a copy of the information/attachments listed below including "Protect Your Household From Lead in Your Home". The information listed below has been thoroughly explained to me. I understand the possibility that lead-based paint may exist in the unit.

I further certify that if I reside in a location where utilities are in the name of the Tenant, that I hereby

authorize all local utility providers to release to the Cincinnati Metropolitan Housing Authority (VILLAGE), copies of any and all information relating to utility records for all members of my Household. This information may include, but is not limited to: usage, payment history, and arrearage. I further hereby authorize the utility provider(s) to notify VILLAGE if I fail to pay my utility bill and to review the records. I authorize this release of information for the process of obtaining and maintaining utilities in my name while a resident of VILLAGE.

Effective _____, 2022

Lawson Place Rules and Regulations

I. Introduction

The Village of Yellow Springs provides this pamphlet to the residents of Lawson Place as a quick reference to the rules, regulations, policies and procedures of the community.

These rules have been adopted by the Village of Yellow Springs Council by Ordinance _____ to protect the integrity and harmony of the community, to promote the safety and welfare of residents and to maintain an acceptable quality of life.

The Rules and Regulations do not replace your Lease. If there is any conflict between the wording of these documents, the Lease governs. Any tenants' association hereafter created, or a majority of unit "voters" (16 units) may subject the language to a vote for amendment to be presented to Village Council for action.

The Rules and Regulations apply to all tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the tenants and the Village as well as Ohio law.

In establishing and maintaining the rules and regulations, the Village strives to balance the community standards with each tenant's reasonable use of their home.

II. General Information

Lawson Place consists of 16 one-bedroom units in one building with a private parking area and access from both public and private streets. The property does not have any recreational facilities. The curbs, gutters, sidewalks, exterior lighting, lawn and parking areas comprise the common areas and the Village has management and oversight of maintenance and improvement of these areas, which are for the EXCLUSIVE use of the tenants and their guests.

Residential Use: All Units shall be used exclusively for residential purposes. No Unit or any portion of a Unit (such as a bedroom) shall be rented for transient guest or hotel purposes or for a period of less than 30 days as short-term rentals through providers including but not limited to "VRBO" and "AirBNB".

Tenants are restricted from engaging in any activity which creates a nuisance for other tenants, or which could increase the rate of insurance or result in the cancellation of insurance policies.

Exceptions to these rules may be granted only upon a written request from an applicant demonstrating hardship or other necessity to the Village.

These are the general rules and regulations of the Association.

Tenants are responsible for the actions of their household members, guests and any authorized assistance or service animals or unauthorized pets, and shall be held accountable for any damage done to the property. Any damage to buildings, grounds, or other common areas by any tenant, guest, household member or animal shall be repaired at Tenant's expense. This charge may be assessed in addition to a financial penalty for rules violation.

1. Common areas: Lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, refuse or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.
2. Noise and nuisance: No Tenant shall make or permit any unreasonable noise that disturbs or annoys other residents, or permit anything to be done which interferes with the rights, comfort and convenience of other residents. The Village has a noise ordinance.
3. Play areas: Play is permitted in common areas provided that such play is not of a nature that is destructive or potentially destructive of property. Portable hoops and portable goals are not permitted on the common areas.
4. Defacing of property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. Tenants, and guests shall not deface, remove, or destroy, or permit the defacing, removing or destruction of any element of the common areas.

III. Animals/Pets

The Village generally prohibits keeping of domesticated pets (including but not limited to dogs, cats, fish, birds, etc.) as well as livestock or poultry of any kind, on the Lawson Place premises. Owners, keepers or harborers of animals are responsible for all damages caused by such animals to the unit, as well as common areas and to the property of others.

Assistance and service animals are permitted as required by fair housing laws upon submission of documentation to the Village, and evaluated on a case-by-case basis. The Village distinguishes between "service" animals and "emotional support" animals. A service animal is trained to do a specific task for its handler. Therefore, the Village recognizes a service animal is not a pet and will request documentation of the trained task(s) only, and ask the handler to advise of any other accommodations the Village may offer which the owner of the service animal may need. In contrast, as "emotional

support" or "comfort" animals do not require special training or certification to benefit their owners, they may be subject to additional restrictions.

Owners are not permitted to allow any animals to eliminate bodily waste in any common areas without prompt cleanup of the waste, and assistance/service animals shall be kept leashed and/or under the control of their owner whenever they are outside the Unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents. Such animals must be vaccinated and kept in accordance with the Greene County Health Department regulations as well as Ohio law for dog licensure if applicable. Dog owners shall provide the Village with proof of annual licensure and rabies vaccination by notifying the Village of the registration tag number(s). If a resident of the community locates a stray dog wearing a license or tag with contact info, the proper protocol is to notify the owner, if known, or contact the Yellow Springs Police Department's non-emergency number if the owner is unknown and the dog does not have a tag. If a dog or other animal presents an immediate danger to health, welfare and safety, call 911.

While Ohio no longer has "breed specific" laws, any owner of a dog (even an assistance/service animal) designated as nuisance, dangerous or vicious shall maintain at least \$100,000.00 in liability insurance and provide a copy of the policy coverage to the Village annually. Ohio law currently defines a "nuisance dog" as a dog that without provocation and while off the premises of its owner, keeper, or harborer has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person. A "dangerous dog" is a dog that, without provocation, has caused injury to any person; has killed another dog; or has been the subject of a third violation of a prohibition regarding general confinement and control of dogs. A "vicious dog" is a dog that, without provocation, has killed or caused serious injury to any person.

IV. Landscaping Policy

While the Village performs general maintenance of the common areas, Tenants are encouraged to beautify the common areas through collaboration with each other as much as possible with respect to landscaping improvements. The Village will not reimburse the costs of any landscaping materials installed by tenants; and permission must be requested for planting perennials and permanent/woody shrubs or trees to avoid foundation damage and utility line encroachment.

V. Motor Vehicle Operation and Parking Policy

Parking is expressly prohibited on any lawn or landscaped common area. No motor vehicle which lacks current registration plates, no trailer, truck, camper, house trailer, or boat may be kept on any common areas including the parking lot. Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any common areas. Minor vehicle repair work shall be permitted in emergency cases only

(including but not limited to flat tire changes), provided that the area is cleaned after repairs have been completed.