

CITY OF LAS VEGAS

1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

**CITY OF LAS VEGAS
PUBLIC HOUSING AUTHORITY BOARD MEETING AGENDA
JANUARY 17, 2018 –WEDNESDAY– 5:30 P.M.
City Council Chambers
1700 North Grand Avenue**

**(The City Council is the Housing Authority Board of Commissioner
on any matters concerning the Housing Department.)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES

Approval/Disapproval of minutes of the Meeting on December 20, 2017

**VII. PUBLIC INPUT ** (not to exceed 3 minutes per person and persons
must sign up at least fifteen (15) minutes prior to meeting)**

VIII. PRESENTATION ** (not to exceed 10 minutes per person)

1. Finance Department – Finance Report Presentation

IX. HOUSING DIRECTOR'S MONTHLY REPORT

X. BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 18-02 to adopt the City of Las Vegas Housing Authority's Non-Smoking Policy for Residents Living in Public Housing.

Natasha Martinez-Padilla, Finance Specialist The City of Las Vegas Housing Authority is required to adhere to the updates and notices published by the US Department of Housing and Urban Development. Notice 2017-03 provided guidance to PHA's on Instituting and Enforcing Smoke-Free Public Housing Policies.

2. Approval/Disapproval of Resolution No. 18-03 a Resolution to add the Non-Smoking Policy in the City of Las Vegas Housing Authority's Lease Agreement.

Natasha Martinez-Padilla, Finance Specialist The of Las Vegas Housing Authority is required to adhere to the updates and notices published by the US Department of Housing and Urban Development. Las Vegas Housing Authority's Lease Agreement will be updated to include the Non-Smoking Policy.

XI. COMMISSIONER'S REPORT

XII. EXECUTIVE SESSION/CLOSED SESSION

THE HOUSING AUTHORITY BOARD OF COMMISSIONERS MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER §(H) OF THE OPEN MEETINGS ACT.

- i. **Personnel matters, as permitted by Section 10-15-1(H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- ii. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1(H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- iii. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1(H) (8) of the Open Meetings Act, NMSA 1978.**

XIII. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

NOTE: A final Agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

MINUTES OF THE CITY OF LAS VEGAS HOUSING AUTHORITY MEETING HELD ON WEDNESDAY
DECEMBER 20, 2017 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MADAM CHAIR: Tonita Gurulé-Girón

COMMISSIONERS: David Ulibarri Jr.
Barbara Casey
Vince Howell
David Romero 5:37 p.m.
Ember Davis

ALSO PRESENT:
Lorraine Ortiz, Executive Director
Corinna Laszlo-Henry, City Attorney

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Madam Chair Gurulé-Girón asked Commissioner Barbara Casey to offer the moment of silence. Commissioner Casey offered a moment of silence to give thanks for all the wonderful gifts we have by living here in Las Vegas. We have a wonderful community, a spirit of camaraderie, with just about everybody in town. Everyone gets along, everyone is very tolerant of people who are homeless, or who are less fortunate than we are, those who are mentally and physically disabled. Everyone is treated right and she thinks we should be thankful for that, and give thanks, now that we are awaiting the joyous season of Christmas.

APPROVAL OF AGENDA

Commissioner Barbara Casey made a motion to approve the agenda as is presented. Commissioner Ember Davis seconded the motion.

Madam Chair Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Commissioner Vince Howell	Yes
Commissioner Ember Davis	Yes
Commissioner Barbara Casey	Yes
Commissioner David Ulibarri Jr.	Yes
Commissioner David Romero	Not Present at this time

Barbara Padilla re-read the motion and advised the motion carried.

APPROVAL OF MINUTES

Commissioner Barbara Casey made a motion to approve the minutes of November 14, 2017 and was happy to say they were perfect, there were no mistakes. Commissioner Vince Howell seconded the motion.

Madam Chair Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Commissioner Ember Davis	Yes
Commissioner Barbara Casey	Yes
Commissioner Vince Howell	Yes
Commissioner David Ulibarri Jr.	Yes
Commissioner David Romero	Not Present as this time

Barbara Padilla re-read the motion and advised the motion carried.

PUBLIC INPUT

None at this time.

PRESENTATION - FINANCE REPORT

Natasha Martinez-Padilla, Financial Specialist presented the HA's Revenue and Expenditure report through November 30, 2017. She stated that 42% of the year has elapsed. Mrs. Martinez-Padilla stated she provided the commissioners with a letter of obligation for October, as well as November and December. She stated in Dwelling Rent, the HA is at 37%. With vacancies going down and new units being put back on line, that amount will start going up. Operating Subsidy is at \$170,520. That is the cash that has been deposited into the HA's account. The money that has been obligated to the HA, if the HA was on a completely accrued bases, would be \$285,097, and would put the HA at 44% of the budget. For Other Income, the HA is at \$8,000, which is a little bit over. This is for maintenance repairs and other things that the residents are billed for. For transfers in, the HA always gets transfers in December, so that won't be in until next month. For Expenditures, Employee Expenses, the HA is at \$243,295, which puts the HA at 37% of the budget. Operating Expenses were at \$213,994 putting the HA at 34% of the budget.

Commissioner Howell asked Mrs. Martinez-Padilla if the reason for not being at 42%, is this because we don't have as many expenses, or are we are fixing everything that is broken? Mrs. Martinez-Padilla stated yes, and over \$100,000 is in Betterments and improvements. The HA has two units that are going to be utilizing this money along with RHF (Replacement Housing Factor) Funds. That money will go toward the units at 408 and 303 Sandoval. The HA is in the process of getting construction services for those units. That money came from the Homeownership Program when the fund was closed out.

City Attorney, Laszlo-Henry stated that there was something important that Mrs. Martinez-Padilla said about the obligation letter, and asked her to explain it again to the commission. Mrs. Martinez-Padilla again explained about the differences between cash basis, accrual basis, and modified-accrual basis.

DIRECTORS REPORT

Director Lorraine Ortiz stated the HA will be requesting approval at this meeting to repeal and replace Resolution No. 17-31 with Resolution No. 17-45, correcting the omission of 2415 Yucca from the Demolition request. She stated the Maintenance crew is continually working on unit turnaround, from move-out inspection to move-in inspection within a very short period of time. This last week it took them 2 days to turn around a unit, and she was very proud of them. Regarding the building and roofs, the general contractor is in the process of working with Contractors. She stated, by what she was told by HR Risk Office, starting possibly in the 1st week of January, they will begin working on replacing the roofs. The HA is currently working on the design and development phase with Lowery Consultant as Mrs. Martinez-Padilla mentioned with 303 and 408 Sandoval. The HA is also conducting a scope of work for other units that the HA would like to place back on line.

Under Housing Management, Director Ortiz stated, the Housing Managers are continually busy with the day to day operations of the HA, including new admissions, annual lease renewals, annual inspections of units, and lease enforcement. The Waiting List Manager is working closely with Maintenance on the unit turnarounds and is also taking applications.

Under staff training, Director Ortiz stated that staff will be attending the monthly safety training provided by the city. As part of continued training, both she and Natasha Martinez-Padilla attended the HUD Albuquerque Field Office, Financial Management and Financial Risk Monitoring and Oversight Conference on December 5th thru 7th.

Director Ortiz stated, within the Compliance Monitoring Notification, HUD completed their Compliance Review and has told her that as of yesterday, they are still working on it and should have it to them within the next couple of days. Per an email from Mandy Griego on October 4, 2017, the HA continues to send to HUD all of the documentation they requested under the 100% Compliance Review.

Commissioner Howell asked Director Ortiz if the HA is struggling to complete work orders? Director Ortiz referred the question to Barbara Padilla, Housing Manager Supervisor. Barbara Padilla addressed the Chair and Commissioners asking Commissioner Howell to clarify his question. Commissioner Howell stated the Operating Expenses is well below the percentage of the months we are in, correct? Natasha Martinez-Padilla, Finance Specialist answered, yes, it is, but you have to take into consideration that the HA already has open purchase orders, so the money is already encumbered, it's just not paid out. Because the HA is on a cash basis, it doesn't come out until it is out of the HA's bank account.

Commissioner Howell asked Barbara Padilla, on the report for work orders, there are 31 open work orders? Is that because we are understaffed, or because we haven't got the materials to get it fixed? Barbara Padilla answered saying she is not the person to answer that. It may be a question for the Maintenance Supervisor. However, there has been mention of being understaffed. Commissioner Howell asked what is being done to take care of being understaffed. Director Ortiz stated she has spoken to Finance, and she believes that she, (Finance Director Ann Marie Gallegos) has created a bar for one more maintenance person. She stated she believes the Finance Director is going to be taking that to the Council either tonight or at next month's meeting for an additional maintenance person. Commissioner Howell stated the reason he asks that

question is because it is winter and we don't want any Housing Units to be cold because we don't have the staff to fix the problems. It is very important that our residents are warm during this winter time. Housing Manager Supervisor, Barbara Padilla addressed the Chair and Commissioners stating that priorities, such as furnaces, are always taken care of within 24 hours.

BUSINESS ITEM

Approval/Disapproval of Resolution No. 17-45 to repeal and replace Resolution No. 17-31, Correcting the Omission of 2415 Yucca from that Demolition Request Authorization.

Natasha Martinez-Padilla, Finance Specialist presented this item stating, the initial resolution that was brought to the commission omitted one of the addresses of a duplex listed for demolition. Therefore a new resolution has to be done to include the address 2415 that was omitted. Mrs. Martinez Padilla read resolution No. 17-45.

Commissioner Casey asked, after these units are demolished, will they be replaced. Mrs. Martinez-Padilla stated there will be a chariot meeting with residents. They will come up with a plan as well as conduct an analysis of the needs of the community. There are several possibilities that the residents and community members can suggest. Those ideas will be presented to council, funding will be found for it, and we will go from there.

Commissioner Barbara Casey made a motion to approve Resolution No. 17-45 to repeal and replace Resolution No. 17-31, Correcting the Omission of 2415 Yucca from that Request Authorization. Commissioner David Romero seconded the motion.

Resolution No. 17-45 to repeal and replace Resolution No. 17-31, Correcting the Omission of 2415 Yucca from that Demolition Request Authorization was presented as follows:

CITY OF LAS VEGAS HOUSING AUTHORITY RESOLUTION NO. 17-45

A RESOLUTION REPEALING AND REPLACING RESOLUTION 17-31; CORRECTING THE OMISSION OF 2415 YUCCA FROM THAT DEMOLITION REQUEST AUTHORIZATION; AUTHORIZING THE LAS VEGAS HOUSING AUTHORITY TO EXECUTE, CERTIFY AND SUBMIT ALL DOCUMENTS NECESSARY FOR A DE MINIMIS EXCEPTION TO DEMOLITION REQUEST OF EXISTING PUBLIC HOUSING UNITS AS CORRECTED

WHEREAS, the Las Vegas Housing Authority (LVHA) desires to establish De Minimis Exception to Demolition for existing housing units located at 2410, 2412, 2413, **2415** Yucca and 302 Sandoval Street. These units are beyond repair; and

WHEREAS, among several other benefits, the demolition of these units will allow for the removal of units from the LVHA inventory that have been vacant for longer than 24 months; and

WHEREAS, The LVHA has conducted a resident advisory meeting as well as a public input meeting to explain the De Minimis Exception to Demolition Request and how it would affect the residents and community as required.

THEREFORE, IT IS RESOLVED by The City of Las Vegas Housing Authority Board, authorizes the Las Vegas Housing Authority to execute, certify and submit all documents necessary for applications under the De Minimis Exception to Demolition Request the United States Department of Housing and Urban Development (HUD) for demolition of LVHA units located at 2410, 2412, 2413, **2415** Yucca and 302 Sandoval Street.

Passed, Approved and Adopted this _____ day of _____ 2017.

MAYOR TONITA GURULÉ-GIRÓN

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY ONLY

CORINNA LASZLO-HENRY, CITY ATTORNEY

Madam Chair Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Commissioner David Romero	Yes
Commissioner Ember Davis	Yes
Commissioner Vince Howell	Yes
Commissioner Barbara Casey	Yes
Commissioner David Ulibarri Jr.	Yes

Barbara Padilla re-read the motion and advised the motion carried.

COMMISSIONERS REPORT

Commissioner David Romero wanted to wish everyone a Merry Christmas and a Happy New Year.

Commissioner Barbara Casey stated the same, wishing everyone a wonderful and joyous Christmas with their families and hope the New Year brings everyone many good things.

Madam Chair Tonita Gurulé-Girón wished everyone a Merry Christmas and hopes everyone is healthy during the holidays.

Commissioner Howell stated he lives close by the Housing Office and every time he drives by the units, he sees the staff working very hard trying to take care of the properties. He states he hopes the employees are provided with good jackets and gloves for the cold weather. They are working very hard and it is appreciated. He said to Director Ortiz, please take care of your staff. It's so important to have good people. Commissioner Howell wished everyone a Merry Christmas.

Commissioner Ulibarri Jr. stated Merry Christmas to all the staff.

EXECUTIVE SESSION/CLOSED SESSION

No need for Executive Session

ADJOURN

Commissioner Vince Howell made a motion to adjourn the meeting. Commissioner David Ulibarri Jr. seconded the motion.

Madam Chair Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Commissioner David Ulibarri Jr.	Yes
Commissioner Vince Howell	Yes
Commissioner Barbara Casey	Yes
Commissioner David Romero	Yes
Commissioner Ember Davis	Yes

Barbara Padilla re-read the motion and advised the motion carried.

Madam Chair Tonita Gurulé-Girón

ATTEST

Casandra Fresquez, City Clerk

HOUSING DEPARTMENT-REVENUE COMPARISON
THRU December 31, 2017-50% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2018

A	B	C	D	E	G (E/B)
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	% REV
BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	
DWELLING RENT	500,000	540,000	518,211	245,185	45%
OPERATING SUBSIDY	575,000	640,000	644,012	170,520	27%
HOUSING-OTHER INCOME	9,800	12,850	6,425	30,842	70%
TRANSFERS IN (CFP FUNDS)	76,510	78,585	39,293	76,515	7%
TOTAL	1,161,310	1,271,435	1,269,580	429,793	34%

(Other income includes: interest, late fee charges and unit repair materials)

HOUSING DEPARTMENT- EXPENDITURE COMPARISON
THRU December 31, 2017-50% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2018

A	B	C	D	E	F	H (E/B)
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2017	%
BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BDGT
EMPLOYEE EXP.	687,214	649,727	658,372	313,958	335,769	48%
OPERATING EXP.	640,793	637,693	521,996	201,787	435,906	32%
TOTAL	1,328,007	1,287,420	1,180,368	515,745	771,675	40%

DECEMBER, 2017

OCCUPANCY		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
UNITS AVAILABLE TO RENT		248	248	248	248	248	248						
UNITS UNDER LEASE		242	243	243	244	242	245						
TOTAL UNITS VACANT FOR MONTH		4	5	5	4	3	3						
MOVE-INS THIS MONTH		3	7	9	5	3	7						
APPLICATIONS													
APPLICATIONS ON FILE		56	68	72	75	87	86						
APPLICATIONS TAKEN THIS MONTH		13	19	10	10	14	11						
APPLICATIONS IN PROCESS		5	6	5	5	3	6						
APPLICANTS REQUIRING 504 ADA		1	1	0	1	2	0						
APPLICANTS DENIED IN GENERAL		0	0	0	0	0	0						
APPLICANTS DENIED FOR DRUG/CRIME RELATED		0	1	0	1	2	1						
TOTAL # OF DAYS FOR LEASE-UP TIME		1	4	1	1	4	3						
HOUSING MANAGEMENT													
FAMILIES THAT DID NOT PAY RENT ON TIME		20	15	25	25	17	14						
FAMILIES NOT PAID BY CUT-OFF		2	2	1	1	1	1						
FAMILIES THAT PAID BY CUT-OFF		18	13	24	22	16	11						
FAMILIES THAT ENTERED REPAYMENT AGREEMENT		1	0	0	2	1	2						
NOTICES ISSUED TO VACATE FOR NON-PAYMENT		2	2	1	0	0	1						
CONFERENCES HELD FOR LEASE VIOLATIONS		8	7	4	8	8	4						
NOTICES TO VACATE FOR LEASE VIOLATIONS		1	0	1	0	0	1						
NOTICES TO VACATE FOR DRUG/CRIME RELATED		0	0	1	0	0	0						
TOTAL # OF DOWN-TIME DAYS THIS MONTH		0	0	0	0	0	0						

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 1/05/18 DEPT: Housing MEETING DATE: 1/17/18

ITEM/TOPIC:

Approval/Disapproval of Resolution No. 18-02 to adopt the City of Las Vegas Housing Authority's Non-Smoking Policy for Residents Living in Public Housing.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Resolution No. 18-02 to adopt the City of Las Vegas Housing Authority's Non-Smoking Policy for Residents Living in Public Housing.

BACKGROUND/RATIONALE:

The Las Vegas Housing Authority is required to adhere to the updates and notices published by the US Department of Housing and Urban Development. Notice 2017-03 provided guidance to PHA's on Instituting and Enforcing Smoke-Free Public Housing Policies

STAFF RECOMMENDATION:

Recommend approval of Resolution No. 18-02 to adopt the City of Las Vegas Housing Authority's Non-Smoking Policy for Residents Living in Public Housing.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

SUBMITTER'S SIGNATURE

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND
RESOLUTIONS MUST BE REVIEWED)

**CITY OF LAS VEGAS HOUSING AUTHORITY
RESOLUTION NO. 18-02**

**A RESOLUTION TO ADOPT THE CITY OF LAS VEGAS HOUSING AUTHORITY'S
NON-SMOKING POLICY FOR RESIDENTS LIVING IN PUBLIC HOUSING**

WHEREAS, the Las Vegas Housing Authority (LVHA) is required to adhere to the updates and notices published by The US Department of Housing and Urban Development; and

WHEREAS, Notice 2017-03 issued February 15, 2017 provides guidance to Public Housing Agencies on Instituting and Enforcing Smoke-Free Public Housing Policies; and

WHEREAS, Implementation of the policy will commence on May 31, 2018; and

THEREFORE, IT IS RESOLVED by The City of Las Vegas Housing Authority Board, adopts the Las Vegas Housing Authority's Non-Smoking Policy for Residents Living in Public Housing, attached hereto and incorporated by reference hereby.

Passed, Approved and Adopted this _____ day of _____ 2017.

MAYOR TONITA GURULÉ-GIRÓN

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY ONLY

ACTING CITY ATTORNEY

City of Las Vegas Housing Authority
Non-Smoking Policy
For
Residents Living in Public Housing

1. Effective May 31, 2018, the City of Las Vegas Housing Authority prohibits the use of burning tobacco products in all public housing living units and interior areas, as well as in outdoor areas within 25 feet from public housing and administrative office buildings.
2. Tenant shall be obligated to assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in any smoking of prohibited tobacco products, as defined by 24 CFR 965.653(a), in restricted areas or in other outdoor areas that the PHA has designated as smoke-free.
3. The use of Electronic Nicotine Delivery Systems ("E-cigs") is permitted within the unit and campus-wide.
4. Tenant will be issued three (3) Warning Notices prior to proceeding with eviction according to the Residential Lease Agreement, *See* IVX (a)(2).

TENANT CERTIFICATION

I have read and understand the above smoking policy and I agree to comply fully with the provisions. I understand that failure to comply with this policy may constitute cause for termination of my lease with the City of Las Vegas Housing Authority.

Resident Name (please print): _____

Resident Unit Address: _____

Resident Signature: _____ Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 1/05/18 **DEPT:** Housing **MEETING DATE:** 1/17/18

ITEM/TOPIC:

Approval/Disapproval of Resolution No. 18-03 a Resolution to add the Non-Smoking Policy in the City of Las Vegas Housing Authority's Lease Agreement.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Resolution No. 18-03 a Resolution to add the Non-Smoking Policy in the City of Las Vegas Housing Authority's Lease Agreement.

BACKGROUND/RATIONALE:

The Las Vegas Housing Authority is required to adhere to the updates and notices published by the US Department of Housing and Urban Development. Las Vegas Housing Authority's Lease Agreement will be updated to include the Non-Smoking Policy.

STAFF RECOMMENDATION:

Recommend approval of Resolution No. 18-03 to add the Non-Smoking Policy in the City of Las Vegas Housing Authority's Lease Agreement.

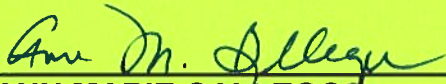
COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

SUBMITTER'S SIGNATURE

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

PURCHASING AGENT

**CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND
RESOLUTIONS MUST BE REVIEWED)**

**CITY OF LAS VEGAS HOUSING AUTHORITY
RESOLUTION NO. 18-03**

**A RESOLUTION TO ADD THE NON-SMOKING POLICY IN THE CITY OF LAS VEGAS
HOUSING AUTHORITY'S LEASE AGREEMENT**

WHEREAS, the Las Vegas Housing Authority (LVHA) is required to adhere to the updates and notices published by The US Department of Housing and Urban Development; and

WHEREAS, Notice 2017-03 issued February 15, 2017, This notice provides guidance to Public Housing Agencies and owners on the requirements on Instituting and Enforcing Smoke-Free Housing Policies; and

WHEREAS, Implementation of the policy will commence on May 31, 2018; and

THEREFORE, IT IS RESOLVED by The City of Las Vegas Housing Authority Board, adopts the Las Vegas Housing Authority's Non-Smoking Policy, as incorporated into its lease agreement attached hereto and incorporated herein by reference.

Passed, Approved and Adopted this _____ day of _____ 2017.

MAYOR TONITA GURULÉ-GIRÓN

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY ONLY

ACTING CITY ATTORNEY

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the **CITY OF LAS VEGAS HOUSING AUTHORITY** and Tenant named in Part II of this lease (called "Tenant").

I. Description of the Parties and Premises:

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority'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 the Authority may terminate the lease.

- (d) Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, or unless not renewed for noncompliance with community service requirement, this Lease shall automatically be renewed for successive terms of one calendar month. For compliance with community service only, the term of the lease is twelve (12) months.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

Tenant has the option, upon admission to public housing and annually thereafter, whether to pay flat rent (market value) or income-based rent.

The flat rent for the dwelling unit listed above is \$_____.

The amount of the income-based rent (Total Tenant Payment and Tenant Rent) shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5th calendar day of the month. Income-based rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance, and includes all maintenance services due to normal wear and tear.

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

- (c) The PHA's Minimum Rent (Minimum TTP) is \$50.00. Provision is made for exemption due to financial hardship as defined in the Housing Authority's Admissions and Continued Occupancy Policy.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance costs - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges - At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Late Charges - A charge of \$5 will be charged if the tenant fails to make payment by the end of the 5th calendar day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge. A check returned for non-sufficient funds shall be considered non-payment of rent. The PHA will no longer accept personal checks from any tenant who has previously presented a dishonored check for payment.
- (d) Broken window(s) will be charged to tenant, regardless of how the window(s) got damaged, the tenant is responsible for the replacement/repair of window(s), Tenant will be charged according to the actual cost the vendor invoiced the PHA.

IV. Payment Location

Rent and other charges can be paid at the Main Office located at 2400 Sagebrush, Las Vegas, New Mexico or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to 150.00 or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease.

Elderly, handicapped, disabled tenants will be charged a security deposit equal to \$100.00.

- (b) **Authority's Responsibilities:** The Authority will use the Security Deposit at the termination of this Lease:

- (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
- (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

- (a) **Authority-Supplied Utilities:** If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility for Tenants choosing to pay income-based rent: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority.

- (b) **Tenant-paid Utilities:** If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease:

- (a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit incidental to the residential use.

This provision permits accommodation of Tenant's guests or visitors for a period not exceeding **14 consecutive or a total of 30 cumulative days each year**. Permission may be granted, upon written request to the Manager, for an extension of this provision.

- (b) **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 the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease.

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.

- (c) **Redetermination of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The family composition is to be re-examined at least once a year. The Authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent or flat rent.
- (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.
- (3) Non-compliance with Non-Citizen Rule requirements, determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:

a) For families paying income-based rent:

- (1) A person with income joins the household.
- (2) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report 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.

- (3) Tenant experiences a change in income that would justify an increase in rent.
- (4) It is found that the 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.

The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- (5) Rent formulas or procedures are changed by Federal law or regulation.
- (6) Income changes to be reported must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

b) For families paying flat rent:

- (1) the housing authority determines that the family is unable to pay the flat rent because of financial hardship.

i. Upon such a determination, the housing authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.

ii. Hardship is defined in the housing authority's Admissions and Continued Occupancy Policy.

- (2) If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income-based or flat rent.

- (4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant

- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

- (1) In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent and for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

- (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 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.

- (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

- (4) In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

- (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

The Authority will consider de-concentration of poverty and income-mixing goals when offering Transfers; including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

VIII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Authority;

- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts 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 Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair). When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

(i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

- (j) To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:
 - (1) Fraud; or
 - (2) Failure to participate in an economic self-sufficiency program; or
 - (3) Failure to participate in a work activities requirement.

The housing authority will verify the above circumstances through the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

- (1) The expiration of a lifetime limit on receiving welfare benefits; or
- (2) When the family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the Authority.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.
- (c) This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. 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, litter and maintaining lawn. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (f.1) In an effort to improve the livability and conditions of the dwelling units owned and managed by the PHA, uniform standards for resident housekeeping have been developed for all resident families. All residents must comply with the Housekeeping Standards.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities. In no case shall the tenant attach any forms of device to any other unit to obtain the use of any utility.
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests
- (k) To act, and cause household members or guests to act in a manner that will:
 - (1) No external gatherings will be allowed within the housing premises after 10:00 p.m.; act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors.
 - (2) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (3) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement, or are no longer residing in the unit (Section 12, U.S. Housing Act).
 - (1) Community service requires that each non-exempt adult resident shall contribute 8 hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for 8 hours per month.
 - a) Exemption is provided subject to specific requirements as described in the Housing Authority's Admissions and Continued Occupancy Policy, upon verification.
 - b) Tenant must immediately notify the Housing Authority of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.
 - (2) Noncompliance: The Housing Authority shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.
- (m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
 - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.), or;
 - (3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
 - (4) Any smoking of prohibited tobacco products, as defined by 24 CFR 965.653(a), in restricted areas or in other outdoor areas that the PHA has designated as smoke-free.

- (n) To make no alterations or repairs or redecoration's to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (o) To give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (p) To act in a cooperative manner with neighbors and the Authority's Staff. 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 the Authority's staff.
- (q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of **New Mexico** anywhere in the unit or elsewhere on the property of the Authority.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - (1) To not disconnect any smoke alarm in the dwelling unit. Tenant disconnection of any smoke alarm is a health and safety violation.
 - (2) To notify the housing authority immediately when any smoke alarm is not operable.
- (s) To avoid obstructing sidewalks, areaways, galleries, passages, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
 - (1) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.
 - (2) Shed's are only allowed upon prior written approval from the PHA. Approved sheds will consist of a manufactured shed and the measurements shall not exceed 10X12.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.

- (v) All motor vehicles registered to the Resident must be in running condition and currently licensed and insured as per NM State laws. Any inoperable vehicle disabled or not functioning longer than two weeks will be towed at Tenant's expense. Automobile repairs, blocking or jacking of vehicles are not permitted on housing property. Residents will not be allowed to park any vehicle on the yards for any reason. Residents with more than two vehicles and/or recreational equipment shall be required to make parking arrangements other than Housing property. Motor vehicles will be operated in a safe, quiet and subdued manner so as not to create a hazard or a nuisance for the residents or the neighbors. Speed limit for all housing property shall not exceed 15 MPH. Vehicle radios shall not be loud particularly at night.

- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant. The Landlord will consider the unit abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.
- (x) To 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 THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to:
 - (1) commit any fraud in connection with any Federal housing assistance program, or
 - (2) receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time 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.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) Other Inspections - The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection - The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:00 AM to 5:00 PM) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for leasing.
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

XIII. Notice Procedures

- (3) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
- (a) Tenant Responsibility - Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class properly addressed.
- (b) Authority 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 prepaid first-class mail addressed to Tenant.
- (c) Unopened, canceled, first class mail resumed by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

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

- (a) This Lease may be terminated 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 IX 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 payments when due;
 - (2) After receiving three (3) written Warning Notices for any violation including the non-smoking policy;
 - (3) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - (4) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (5) Misrepresentation of family income, assets, or composition;
 - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family Income or composition needed to process annual reexaminations or interim redeterminations;
 - (7) Refusal to accept and execute an amendment or written rider to lease after the Authority provides at least 60 days notice of the proposed effect of the amendment or written rider and provides the tenant a reasonable time to respond to the offer to accept and execute the amendment or written rider;
 - (8) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 - (9) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;

- (9) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (10) Fleeing to avoid prosecution or custody confinement after conviction, for a felony;
- (11) Violating a condition of probation or parole imposed under Federal or State law;
- (12) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- (13) Any fire on Authority premises caused by the tenant, household members or guests' neglect.
- (14) Determination or discovery that a resident is a registered sex offender.
- (15) When PHA receives a Discrepancy Report from the Upfront Income Verification (UIV) System and the PHA determines that the Resident failed to report income; unreported income which exceeds \$2,500 will be grounds for termination.
- (16) Continued noncompliance of the community service requirement, on the part of any non-exempt adult resident.
- (a) Continued noncompliance is defined as the 12-month period after the head of household and noncompliant non-exempt adult has signed an agreement that the noncompliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.
- (b) This continued noncompliance will result in eviction of the entire family, unless the noncompliant family member is no longer part of the household.
- (b) The Authority shall terminate assistance permanently for persons convicted of manufacturing or producing methamphetamine on premises.
- (1) "Premises" is building or complex in which the dwelling unit is located, including common areas and grounds.
- (c) The Authority 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 to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (3) 30 days in any other case.
- (d) The notice of termination:
- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
- (2) When the Authority 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 the Authority's grievance procedures.
- (3) Any notice to vacate (or quit) which 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 Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, 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, or (if a hearing is requested) the grievance process has been completed.
- (5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority 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 the Authority 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 a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.
- (e) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIII, above.
- (f) In deciding to evict for criminal activity, except for conviction for manufacturing or producing methamphetamine on the premises, the Authority 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 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 Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.
- (g) **Termination of lease upon death or incapacity of resident.**
Upon the death of the Resident, or if there is more than one Resident, Upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 15 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted. If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with this Lease and the Landlord cannot make a Reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

XV. Prohibition Against Terminating Tenancy of Victims of Domestic Violence, Dating Violence, and Stalking

The Violence Against Women Reauthorization Act of 2005 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse. " VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the PHA's authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property. Specific guidelines and requirements pertaining to VAWA are described in the Housing Authority's Admissions and Continued Occupancy Policy.

XVI. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

PART II of the RESIDENTIAL LEASE AGREEMENT:

This Agreement is executed between the **City of Las Vegas Housing Authority** (herein called the "Authority"), and
Herein called "tenant"), effective _____.

- (1) **Unit:** The Authority, relying upon the representations of the Tenant as to Tenant's income, household composition and housing need, leases to the Tenant (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit located at _____") to be occupied exclusively as a private residence by Tenant and household.
- (2) **Household Composition:** The Tenant's household is composed of the following individuals:

Member of Tenant Household	Relationship	DOB	Social Security Number-

- (3) **Term:** The term of this lease shall be one calendar month, renewed as stipulated in Part I of the Lease.

(4) **Rent:**

- ☐ Tenant Chooses to pay income-based rent. Initial rent (prorated for partial month) shall be \$ ____.
- ☐ Thereafter, rent in the amount of \$ _____ per month shall be payable on the first day of each month, and shall be delinquent after the 5th day of said month.

If applicable, the Tenant shall receive a utility reimbursement in the amount of \$ ____ per month.

- ☐ Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$ _____. Thereafter,
- ☐ flat rent in the amount \$ _____ per month shall be payable on the first day of each month and shall be delinquent after the 5th day of said month. Flat rent does not include a utility allowance.

(5) **Utilities and Appliances:**

The Authority shall provide the following utilities:

Site 7-1	Site 7-4	Site 7-6
Water/Sewer	Water/Sewer	Water/Sewer
Trash/Gas	Trash/Gas	Trash/Gas

The Authority shall provide the following appliances:

Refrigerator, Stove

TENANT'S CERTIFICATION

(6) **Utility Allowances: Tenant Paid Utilities**

The Authority shall provide Tenants paying income-based rent a monthly utility allowance in the amount of \$_____ for the following utilities paid directly by the Tenant to the utility supplier.

Site 7-7	Site 7-1, Site 7-4	Site 7-6
Electric	Electric	Electric
Gas		
Water		

(7) **Security Deposit:** Tenant agrees to pay \$_____ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(8) **Execution:** By the Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provision of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____

DATE: _____

CO-TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

HOUSING MANAGER: _____

DATE: _____

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 the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority 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.

Tenant's Signature _____ Date _____

ATTACHMENTS:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- | | |
|---|--|
| (X) Part I of this Lease | (X) Housekeeping Standards |
| (X) Standard Maintenance Charges (May be updated) | (X) Pet Policy |
| (X) Lawn Care Policy | (X) Watch Out for Lead Paint Poisoning |
| () Other: _____ | (X) Non-Smoking Policy |

STATEMENT ON RECEIPT OF INFORMATION

We have received a copy of the above information including information regarding Lead Based Paint. The above information has been thoroughly explained to me/us.

Tenant's Signature _____ Date _____

OFFICE ADDRESS: 2400 SAGEBRUSH, LAS VEGAS, NM 87701 HOURS MON-FRI, 8:00AM- 5:00PM
CLOSED 12:00PM-1:00PM
TELEPHONE NUMBER : (505)425-9463 or (505)454-1401 ext. 258 or 259

EMERGENCY MAINTENANCE TELEPHONE NUMBER: 425-7504.

(Monday through Friday after 5:00 p.m. and weekends and holidays.)