

RESOLUTION NO. _____

APPROVAL OF REVISIONS TO THE PUBLIC HOUSING LEASE

Item No. 5j

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that Public Housing Authorities adopt a lease between the PHA and resident; and

WHEREAS, the Public Housing Lease and any revisions to said document must be formally adopted by the Louisville Metro Housing Authority (LMHA) Board of Commissioners; and

WHEREAS, LMHA finds it necessary to revise the existing Public Housing Lease to administer the program in a more effective and efficient manner and to remain in compliance with HUD rules and regulations; and

WHEREAS, the LMHA is proposing revisions to the following sections of the Public Housing Lease: "Preface"; "Utilities" (D.); "Responsibilities of the Resident" (F.27, 32, 38); "Firearms Registration Form" (Removed); and

WHEREAS, the full text of the proposed revisions is given as an attachment to this resolution; and

WHEREAS, these proposed revisions were made available for public comment from November 19, 2021 through December 20, 2021 and a public hearing was held on November 30, 2021.

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NOW, THEREFORE, BE IT RESOLVED BY THE LOUISVILLE METRO HOUSING AUTHORITY BOARD OF COMMISSIONERS that the Public Housing lease revisions are adopted.

RESOLUTION BACKGROUND STATEMENT
APPROVAL OF REVISIONS TO THE PUBLIC HOUSING LEASE

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I. STATEMENT OF FACTS:

LMHA reviews its Public Housing Lease to ensure that the rights and responsibilities described therein are compliant with the latest rules and regulations issued by HUD and that the Public Housing program is operated in a manner that is effective, efficient, and beneficial to residents. To that end, LMHA is now proposing the following changes to its Public Housing Lease:

- Preface: An agreement that the unit will be used as the resident's primary residence is added to the Witnesseth section. This is to clarify the HUD requirement that the unit be the primary residence.
- D. Utilities: In alignment with the MTW Plan, the requirement for tenants to pay overages for utilities and the utility limits are removed from the lease.
- F.27 Responsibilities of the Resident – Changes to LMHA's firearms policy to comply with Kentucky law and clarifications regarding tenant's responsibilities.
- F.32 Responsibilities of the Resident – Updated explanation and examples of limitations on the resident regarding external structures or equipment.
- F.38 Responsibilities of the Resident – Addition of requirement that the tenant use the unit as a primary residence.
- Appendix – Firearm registration form was removed in line with Kentucky law.

II. ALTERNATIVES:

- A. Approve all the revisions to the Public Housing lease.
- B. Approve a portion of the revisions to the Public Housing lease.
- C. Do not approve the revisions to the Public Housing lease.


III. RECOMMENDATION:

Staff recommends Alternative "A".

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IV. JUSTIFICATION:

HUD requires that Public Housing Agencies adopt a written lease that establishes rights and responsibilities of both LMHA and the resident. 

Submitted by: Sam Dixius
Compliance Manager
December 21, 2021

THIS AGREEMENT, executed this _____ day of _____, 20____ by and between the Louisville Metro Housing Authority (herein called "Management"), and _____ (herein called the "Resident").

WITNESSETH:

1. That Management, relying upon the representation of the Resident as to Resident's income, family composition and housing need, hereby leases to Resident, upon conditions set forth in this residential lease agreement and further described below, the dwelling unit LOCATED AT: _____ (and hereinafter called the "dwelling unit") to be occupied as a private residence by only Resident and household members listed below **and to be used as the primary residence of Resident and household members listed below.** The UNIT NUMBER is _____.

(...)

D. Utilities

Management agrees to furnish the following utilities in a reasonable manner: heat, hot and cold running water, gas or electricity for cooking, and electricity for lighting and general household appliances. No charges will be imposed for providing these utilities. ~~except when the Resident's consumption exceeds a reasonable amount during any utility billing period, Management shall charge the Resident for excess consumption above the allowances stated in the utility schedule located in the Management Offices.~~

2. Resident shall not install air conditioning units. The installation of Air Conditioning Units shall be performed by Management Maintenance staff. The Resident shall pay a maintenance charge for the installation of any air conditioners in Resident's unit unless the unit is installed as a reasonable accommodation for a resident with a qualifying disability.

~~I understand my monthly utility allowance beginning, _____, 20____ is \$_____ KWH Summer and _____ KWH Winter and any overage of my utility allowance will be billed to me quarterly. Excess utility charges of more than \$10 will automatically be split into three (3) monthly installments with each installment to be paid with the monthly rent.~~

(...)

F. RESPONSIBILITIES OF THE RESIDENT

(...)

27. Not to ~~display or~~ use or allow members of the household or guests or individuals under the control of Resident to ~~display or~~ use any BB guns, pellet guns, slingshots, ~~or~~ other offensive weapons, ~~or "deadly weapons"~~ or "dangerous instruments" as defined by KRS 500.080 or any other laws of Kentucky in a manner that may create a threat to the health, safety and peaceful enjoyment of other residents or in any way endangers the life of other residents or Management staff and employees or in any way endangers property.

~~Resident shall advise Management in writing of the existence, possession, or storage of any firearms or weapons in the unit.~~

~~To keep any firearms stored in the dwelling unit in a locked gun cabinet supplied by Resident and approved by Management. Resident shall provide Management with a copy of the applicable permit or registration as required by State or Federal Laws as well as any local laws, regulations or ordinances for any weapon or firearm kept on the premises.~~

(...)

32. No Resident shall erect, construct, ~~place~~, or have placed in or around the Resident's yard or any other area of the premises any fencing, ~~or~~ other external structures, ~~or equipment~~ without prior written authorization of Management. ~~An external structure or equipment may include bounce houses, swimming pools, playground equipment, trampolines, and/or any other equipment that may pose a danger, safety concern, or risk of liability.~~

(...)

38. ~~Resident must use the housing unit as a primary residence~~

(...)

Remove Gun registration form from packet