



Haltom City Housing Authority
2800 Moneda Street
Haltom City TX 76117-4220
Phone: 817.834.0691 Fax: 817.838.2187
Email: director@haltomcityhousing.com

November 27, 2023

**ATTENTION
VERY IMPORTANT NOTICE**

Dear Tenant,

Effective January 1, 2024, there has been a change to our lease to abide by New HOTMA procedures. Included is a copy of the general lease agreement of the changes that are being made. The changes were made to the changes in income and the increase and decrease to your rent for income-based families. The changes are located on page 4 and page 5 of your lease. If you have any questions, please contact us at the office. Thank you.

Sincerely,

**Melisa McDaniel
Executive Director
director@haltomcityhousing.com**

occurred in Resident's family circumstances which would affect rent, eligibility and appropriateness of apartment size.

2. Management will review family's compliance with the Community Service/Self Sufficiency Policy, incorporated herein by reference.
3. All adult members of Resident's household must accompany the head of household to the Annual Re-examination interview.
4. Resident will furnish upon request such information and certifications as may be necessary for Management to make a determination with respect to rent, eligibility and appropriateness of apartment size, in accordance with the current Occupancy Policy.
5. Resident's misrepresentation or failure, if any, to report facts relevant to the Annual Re-examination (for example, changes in income and household members) shall be considered a serious violation of this Lease and grounds for termination of this Lease.

B. Changes in Rent

1. Rent will not be changed during the first year of this Lease or between Annual Re-examinations unless during such period it is greater than 10% of your annual income either in a decrease or increase:
 - a. It is determined that rent is based on false or incomplete information supplied by Resident;
 - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management);
 - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable;
 - d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law.
 - e. Option 1: An increase in annual gross income of \$ _____ or more has occurred.
 Option 2: An increase or decrease in annual gross income by 10% has occurred.
 - f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent.
 - g. Public Assistance (for example, TANF, SSI) to Resident or household member is begun or is terminated, EXCEPT that, pursuant to Section 512, Subsection 12(d) of the Quality Housing and Work Responsibility Act of 1998, RENT WILL NOT BE REDUCED DUE TO REDUCTION OR SUSPENSION OF WELFARE BENEFITS IF THE REDUCTION OR SUSPENSION IS DUE TO " FRAUD OR FAILURE TO PARTICIPATE IN AN ECONOMIC SELF-SUFFICIENCY PROGRAM OR COMPLY WITH A WORK ACTIVITIES REQUIREMENT," and/or
 - h. There is a change in Resident's family composition (for example, size) that would affect rent.
2. Any and all changes in family income and composition (for example, size) that would cause a change in rent must be reported by Resident to Management within ten (10) days of such change(s).
3. No change will be made in rent until Management has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment from Management.
 - a. **Decreases** in rent will be effective the first day of the month following the month in which the change was reported to and verified by Management at which it must be a greater loss than 10% of your last reported annual adjusted income. If it is less than 10% then your rent will remain the amount of your last annual

income amount.

b. **Increases** in rent will be effective the first day of the second month following the month in which the change was reported to and verified by Management unless the increase is due to false or incomplete information supplied by the Resident. The increase must be greater than 10% of your annual adjusted income.

c. If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to Management.

4. Resident will accept a **"Notice of Rent Adjustment"** as an amendment to this Lease.

C. Changes in Apartment Size

Should the Resident's family composition cease to conform to Management's Occupancy Standards as outlined in the Management's Occupancy Policy, Resident will transfer to an appropriate size apartment after receiving appropriate notification by Management that such apartment is available.

D. Management shall not begin eviction proceedings, or refuse to renew a lease, based upon the income of the Resident family unless:

1. Management has identified for possible rental by the family, other decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's gross rent, or
2. Management is required to do so by law.

VIII. RESIDENT/MANAGEMENT OBLIGATIONS

A. RESIDENT AGREES:

1. To use the apartment solely as a private dwelling for the exclusive use of Resident and Resident's family as listed in Section I above, and not to use or permit the use of the apartment for any other purpose except as approved in writing by Management. With written consent of Management, Resident and household members may engage in legal profit making activities in the apartment, where Management determines that such activities are incidental to primary use of the leased unit for residence by Resident and members of Resident's household.
2. Not to assign this Lease, sublet, or transfer possession of the premises to persons not listed as occupants in Section I above.
3. Not to provide accommodations to boarders or lodgers, or other persons not listed on the Lease, except that Resident may, with Management's written approval, give accommodations to foster children or a person providing live-in care for a member of the household.
4. Not to have guests or visitors in the apartment for more than fifteen (15) days within a 12-month period without prior written approval of Management. A guest is defined as a person in the leased apartment or on the property with the consent of a Resident's household member. Management may regulate, limit or prohibit from Housing Authority property guests who have been disturbing other residents or violating this Lease or Management Policies.
5. To notify Management in advance and to make arrangements for the care of the leased premises if Resident and Resident's household plan to be away from the premises for more than fifteen (15) consecutive days.
6. To abide by and see that Resident's household members and guests abide by such necessary and reasonable regulations as may be set forth by Management for the benefit and well-being of the apartment community and which shall be posted in the Management Office and incorporated herein by reference.
7. To refrain from, and cause members of the Resident's household to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the premises of any of Management's developments,