PUBLIC HOUSING TENANT(S) OBLIGATIONS: Tenant(s) are obligated as follows:

A. Tenant(s) must pay rent in full and on time each month. Rent is due on the 1st of each month.

B. Tenant(s), Tenant(s) household members and guests shall not disturb their neighbors’ peaceful enjoyment of their accommodations.

C. Tenant(s), Tenant(s) household members and guests shall not threaten, harass, intimidate or otherwise act in an aggressive manner towards other residents, residents’ household members, guests, MHA staff or MHA contractors.

D. Tenant(s) shall follow the Pet Policy described in Section 18 above and set forth in the Management Plan and further covered in the Tenant Handbook. Tenant(s) will not allow any service or assistance animal in the unit or upon the grounds adjacent to the unit without prior written MHA/Owner approval.

E. Tenant(s) and all other authorized persons on the premises with Tenant(s)’ consent shall not smoke inside the rental unit.

F. Tenant(s) shall maintain the smoke detector in good working order during the rental period. Tenant(s) disabling of any smoke detector is a substantial violation of the Agreement and may result in termination of tenancy.

G. Tenant(s) must keep the premises and other such areas under their control for their exclusive use in a clean and safe condition. MHA may allow certain cottage industries upon written application and approval of the MHA Board of Commissioners.

H. Tenant(s) shall immediately notify MHA/Owner of any needed repairs for defects that are hazardous to life, health, or safety. Tenant(s) will be charged for failure to notify management of any damage or situation that could lead to further damage of the unit. Repair charges for all damages caused by Tenant(s) are due within thirty (30) days of the date billed.

I. Tenant(s) shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities, or common areas that Tenant(s), Tenant(s)’s household members, or guests cause. Repair charges for all damages caused by Tenant(s) are due within thirty (30) days of the date billed.

J. Tenant(s) shall not make any repairs or alterations to the unit without prior written MHA/Owner approval.

K. Tenant(s) shall not assign the Lease or sublease the premises.

L. Tenant(s) shall not allow and/or charge someone who has not been approved to be on the Lease to live in the unit. Tenant(s) cannot provide accommodations for boarders or lodgers, which includes allowing anyone to stay, whether paying or not, in the unit in violation of the approved guest policy.
M. Tenant(s) shall obtain MHA/Owner approval for guests who stay more than 72 hours during any 30-day period.

N. Tenant(s) shall give written notice to MHA/Owner of any absence that may exceed seven (7) days.

O. Tenant(s) shall use premises solely as a private rental for his/her own household as identified in the Lease, and must not use or permit its use for any other purpose.

P. Tenant(s), Tenant(s)’s household members and guests shall not engage in any criminal or drug-related criminal activity on or off the premises while a Tenant with the Missoula Housing Authority. Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance. This prohibition includes the use of marijuana in any form, regardless of whether the use is authorized by the laws of the State of Montana (“medial marijuana”). All MHA properties receive some form of funding from the federal government. The federal government deems marijuana to be an illegal dangerous drug and use or possession of medical marijuana on MHA property is prohibited.

Q. Tenant shall attend and complete meetings with MHA and provide requested information for the purpose of rent recertification, dwelling size determinations, and HUD program administration.

R. Tenant and all non-exempt adults in the household must comply with the Community Service Requirement. Community Service requires that each non-exempt adult household member shall contribute 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month.

1. Exemption is provided subject to specific requirements as described in the MHA’s Admissions and Continued Occupancy Policy.

2. Tenant must immediately notify the MHA 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.

3. Noncompliance: MHA shall determine annually if non-exempt adult residents are in compliance. The rental agreement shall not be renewed or extended unless the head of household and the noncompliant adult, before the rental agreement expiration date, enter into an agreement to make up the hours within the next twelve month period.

S. Tenant(s) must dispose of all garbage, personal property and other waste from the premises in a sanitary and safe manner. Tenant(s) shall not dispose of or give away any property (such as furniture, electronics, etc.) by leaving it on the sidewalk or common area, next to the dumpster, or any other location on MHA property.

T. Tenant(s) must obey all obligations set forth in applicable building and housing codes materially affecting health and safety.
U. Tenant(s) shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances.

V. Tenant(s) shall not cause any act or allow any act to occur that would create an insurance risk or fire hazard.

W. Tenant(s) may not store hazardous or flammable materials either in the unit or storage unit.

X. Tenant(s) must not park or store any inoperable and/or any unregistered motor vehicles on MHA/Owner property.

Y. Tenant(s) must not store any campers, trailers, boats, or other motorized recreational vehicles on MHA/Owner property.

Z. Tenant(s) shall not store household or personal property outside the rental unit including porches and balconies, other than in designated storage facilities, without prior written permission of the MHA/Owner.

AA. Tenant(s) are not allowed to have anything attached to the building (exterior walls or roof) or to have any wiring or cable run that requires drilling into or intrusion through the exterior wall.

BB. BBQ grills, satellite dishes, waterbeds, water-filled furnishings, and aquariums, window air-conditioning units, trampolines, swimming pools and hot tubs, as well as any other hazardous or potentially hazardous item are only allowed with written permission.

CC. Tenant(s) shall promptly provide all information requested by MHA/Owner related to household composition, income, and employment, or other information required by MHA/Owner necessary to maintain proper public housing certification for Tenant(s)’s rental unit.

DD. Tenants shall repay MHA for any overpayment of assistance. Charges for overpayment of assistance are due within thirty (30) days of the date billed.