

AREA HOUSING COMMISSION
PROPOSED LEASE CHANGE

Area Housing Commission (“AHC”) proposes to make the following changes to its standard Public Housing Lease form for all AHC public housing properties/communities.

At AHC’s option, such changes may be accomplished by either offering Residents a new lease form that incorporates the changes below or by offering Residents an addendum to the Lease that expressly states that the terms and conditions of said addendum shall supersede, prevail, and control with respect to any conflicting terms, conditions, or provisions in their current Leases.

Paragraph 7. UTILITIES in the AHC Public Housing Lease shall be revised and the new language for this paragraph/section shall read as follows:

7. UTILITIES AND APPLIANCES: The following chart describes how the cost of utilities and services related to the occupancy of the Dwelling Unit will be paid. The Resident agrees that this chart accurately describes the utilities and services paid by AHC (“Landlord”) and those paid by the Resident.

<u>Column (1)</u>	<u>Column (2)</u>
AHC Supplied Utilities/Services	Resident Paid Utilities/Services

(Put an “X” by any applicable Utility or Service)

	<u>Type of Utility</u>	
	Electricity	
	Gas	
	Water and Sewer	
	Garbage	
	Other (Specify)	

a. **AHC-Supplied Utilities and Services**: If indicated by an “X” in column (1) above, the indicated utility and/or service is supplied by AHC. AHC will not be liable for failure to supply utility service for any cause whatsoever beyond its control.

b. **Resident-Paid Utilities and Services**: If indicated by an “X” in column (2) above, the indicated utility and/or service shall be paid for by the Resident directly to the utility supplier. Resident is responsible for contracting directly with the utility company to provide the indicated utility and/or service. Such contract is solely between Resident and the utility company, and AHC assumes no responsibility for the providing or failure to provide such utility and/or service.

c. It is Resident's responsibility to set up the utility account for the Dwelling Unit with the utility supplier and pay any and all utility bill(s) in a timely manner. The utility account for the Dwelling Unit must be established in the name of the primary adult Lease holder (and/or head of household or co-head of household as indicated in the Lease) at the time Resident signs the Lease and/or any relevant Lease Addendum. Resident must keep utility payments current to ensure continuity of service at all times during Resident's tenancy for health, safety, and/or sanitary purposes, and failure to do so (and/or disconnection of utility services) shall be considered a serious and material violation of this Lease and grounds for termination of the Lease.

d. In accordance with AHC policy, AHC shall establish an Allowance for Utilities, appropriate for the size and type of dwelling unit, for utilities that Resident is responsible for paying directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, AHC may pay Resident a Utility Reimbursement in accordance with AHC policy. AHC may change the Allowance at any time during the term of the Lease and shall give Resident 60-days written notice of the revised Allowance, along with any notice should there be a resultant change in Resident's rent.

e. AHC shall provide the following appliances for the Dwelling Unit: Cooking Range and Refrigerator.

f. Resident agrees to not intentionally waste (or otherwise misuse) any utilities provided by AHC, whether in the Dwelling Unit or at any other areas of AHC's property, and to comply with all applicable law, regulation or guideline of any governmental authority/entity and/or any rules established by AHC regarding the use and conservation of utilities or fuels.