

Chapter 11 Part 1a. References in this Chapter

3(B) 24 CFR § 966.4(a)(2)(ii)

§ 966.4 Lease requirements.

A lease shall be entered into between the PHA and each tenant of a dwelling unit which shall contain the provisions described hereinafter.

(a) *Parties, dwelling unit and term.*

(1) The lease shall state:

- (i) The names of the PHA and the tenant;
- (ii) The unit rented (address, apartment number, and any other information needed to identify the dwelling unit);
- (iii) The term of the lease (lease term and renewal in accordance with paragraph (a)(2) of this section);
- (iv) A statement of what utilities, services, and equipment are to be supplied by the PHA without additional cost, and what utilities and appliances are to be paid for by the tenant;
- (v) The composition of the household as approved by the PHA (family members and any PHA-approved live-in aide). The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit;
- (vi) HUD's regulations in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply.

(2) *Lease term and renewal.*

- (i) The lease shall have a twelve-month term. Except as provided in paragraph (a)(2)(ii) of this section, the lease term must be automatically renewed for the same period.
- (ii) The PHA may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with part 960, subpart F of this chapter.
- (iii) At any time, the PHA may terminate the tenancy in accordance with § 966.4(1).