CALIFORNIA ASSOCIATION OF REALTORS®

TENANT ESTOPPEL CERTIFICATE
(C.A.R. Form TEC, Revised 4/11)

Tenant: Romelia Hernandez
Premises: 116 N Elilta Pl , Los Angeles, Ca 90042

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. **LEASE TERMS:**
   - **A.** (☐ If checked) A copy of the Lease is attached hereto.
   - **B.** Date of the Lease: June 3, 2008
   - **C.** Name of the current Landlord: Simeun Miljic
   - **D** Name of the current Tenant: Romelia Hernandez
   - **E.** Current monthly base rent: $ 1,415 , paid through: _____
   - **F.** Security deposit: $ 2,668.00 Other deposits: $ _____
   - **G.** Expiration date of current term: _____
   - **H.** Number and Location of Parking Spaces: street parking
   - **I.** Number and Location of Storage Spaces: _____
   - **J.** Who pays utilities services: **Water:** ☐ Landlord ☒ Tenant; **Electric:** ☐ Landlord ☒ Tenant; **Gas:** ☐ Landlord ☒ Tenant; **Waste Disposal:** ☐ Landlord ☐ Tenant; **Gardener:** ☐ Landlord ☐ Tenant; **Sewer:** ☐ Landlord ☒ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant.
   - **K.** Who owns appliances: **Stove:** ☒ Landlord ☐ Tenant; **Refrigerator:** ☐ Landlord ☒ Tenant; **Washer/Dryer:** ☐ Landlord ☒ Tenant; **Microwave:** ☐ Landlord ☒ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant.
2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease: The lease agreement is on a current month-to-month basis. One small dog
   There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.
3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.
5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows: _____
6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
8. The correct address for notices to Tenant is the Premises above unless otherwise shown below.
9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: _____ _____
Tenant

_____
Tenant

By _____ Title _____

Receipt Acknowledged
Date: _____ Landlord or Manager

By _____ Title _____

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116 N. ELLITA PL ... TO MRS RAYAS

LEASE AGREEMENT - RESIDENTIAL

Los Angeles, California
This lease is made by and between SIMEON MILLIC

hereinafter called the LANDLORD, and ROMELIA HERNANDEZ

hereinafter called the TENANT.

The LANDLORD leases to the TENANT the dwelling unit located at 116 N. ELLITA PL LOS ANGELES CA 90042

subject to the following covenants and conditions:

1. The initial term of this lease shall be for one (1) year beginning 6.3.08. The lease shall continue until (1) a termination of the lease by the LANDLORD in accordance with the lease; (2) a termination of the lease by the TENANT in accordance with the lease or (3) by mutual agreement during the term of the lease. Upon expiration of the initial term, this agreement shall become a month to month agreement.

2. The LANDLORD shall be paid in advance on the first day of each month a total rent of $ 1334 -

3. The TENANT shall pay to the LANDLORD the sum of $ 2668 - as security deposit. Said deposit and any interest on the deposit due under California state law or local law shall be returned to the TENANT by the LANDLORD or his/her successors upon full performance of the terms of this lease.

4. Use and occupancy of the dwelling unit is restricted to the following persons: _____

5. The utilities listed with an "E" or "G" below are not included in the rent, and are paid by the TENANT. For heat, water heat, and cooking, a "G" signifies natural gas paid by the TENANT, and an "E" signifies electricity paid by the TENANT:

UTILITY (GAS)	PAID BY TENANT (TENANT)	UTILITY (GAS)	PAID BY TENANT (TENANT)
Heat G	T	Stove G	T
Cooking G	T	Refrigerator	T
Water Heat G	T	Electrical (lights)	T
Water	T	Air Conditioning	N/A

6. TENANT shall pay to LANDLORD an extra payment of $ ____ per month for _____

It is expressly understood that this is in addition to the basic rent shown in Item 2 above. The TENANT shall make no additional payment which is not specified in this lease.

Continued on page 2

By: Simeon Millic
SIGNATURE OF LANDLORD

Date: 6 2 08

By: Romelia Hernandez
SIGNATURE OF TENANT

Date: 6/2/08

Residential Leas

Housing Assistance Payments Contract (HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2010)

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. **Contents of Contract**
   This HAP contract has three parts:
   - Part A: Contract Information
   - Part B: Body of Contract
   - Part C: Tenancy Addendum

2. **Tenant**
   Romelia Hernandez

3. **Contract Unit**
   116 N. Ellita Pl.

   Los Angeles CA 90042

4. **Household**
   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.
   Romelia Hernandez
   Abel Ordaz

5. **Initial Lease Term**
   The initial lease term begins on (mm/dd/yyyy): 06/03/2008
   The initial lease term ends on (mm/dd/yyyy): 06/02/2009

6. **Initial Rent to Owner**
   The initial rent to owner is: $ 1,334.00
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**
   The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $ 1,153.00 per month.
   The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

15. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
16. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new RENTERS.
17. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
18. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. **RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES.** This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.
19. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7 day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be offered to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then those tasks shall be performed upon serving a 24 hour written notice by OWNER. (EXAMPLE-removing food items from cabinets so that the unit may be sprayed for pests.) Normal business hours shall be 9:00 AM to 6:00 PM, Monday through Saturday except holidays and 10:00 AM to 5:00 PM on Sundays. Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
20. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
21. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
23. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded. Due to the ever increasing fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial.
24. **ABANDONMENT:** Abandonment shall be governed by California Civil Code Section 1951.2. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
25. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
26. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation.
27. Lead Notification Requirements (for rental units built before 1978). RESIDENT acknowledges receipt of the following:
    ☐ Lead Based Paint Disclosure Form AOA #134 ☐ Pamphlet - EPA747-K-94-001
28. **ADDITIONS AND/OR EXCEPTIONS:** _____
29. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment and all notices to OWNER shall be served at Manager's apartment or at _____
30. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: _____

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement. (Please check)

31. **RESIDENT** acknowledges receipt of the following which shall be deemed a part of this Agreement: (Please check)

☐ House Rules	☐ Laundry Rules	☐ Mailbox Keys	☐ _____	☐ _____
☐ Pool Rules	☐ Apartment Keys	☐ Pet Agreement	☐ _____	☐ _____

32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
33. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."
34. **Notice:** The Calif. Dept. of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Dept. of Justice maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone services.

[signature] 6 3 08		[signature]	
Owner/Agent	Date	Resident	Date
		6, 3, 08	
Owner/Agent	Date	Resident	Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	☑ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	T	T
Cooking	☑ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	T	T
Water Heating	☑ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other	T	T
Other Electric				T	T
Water				T	T
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator				T	T
Range/Microwave				T	T
Other (specify)	All: T/T				

Signatures:

Public Housing Agency

H.A. CITY OF LOS ANGELES
Print or Type Name of PHA

Mario Ramey M
Signature

Mario Ramsey M
Print or Type Name and Title of Signatory

8/1/08
Date (mm/dd/yyyy)

Owner

Simeun Miljic
Print or Type Name of Owner

Simeun Miljic
Signature

SIMEUN MILJIC
Print or Type Name and Title of Signatory

7,29,08
Date (mm/dd/yyyy)

Mail Payments to:

Simeun Miljic
Name

Trustee Of Simeun Miljic Trust
Address (street, city, State, Zip)

557 W Foothill Blvd
Arcadia CA 91006

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AUTORIDAD DE LA VIVIENDA DE LA CIUDAD DE LOS ANGELES
HOUSING CHOICE VOUCHER PROGRAM
PROGRAMA DE VALE CON ALTERNATIV AS EN VIVIENDA
VOUCHER / *VALE*

E
180286

Please read **entire** document before completing form. Fill in all blanks below. Type or print clearly. *Por favor lea el documento **entero** antes de completar el formulario. Llene todos los espacios en blanco. Escriba o imprima en forma clara.*	**Voucher Number / *Número de Vale*** V0010770
1. Insert **unit size** in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.) *Complete el **tamano de la unidad** en numero de recámaras. (Este es el número de recámaras al que la familia es elegible, el cual se utiliza al determinar la cantidad de asistencia que se pagará al propietario en beneficio de la Familia.)*	**1. Unit Size / *Tamaño de la Unidad*** 2BR
2. **Date Voucher Issued. (mm/dd/yyyy)** Insert actual date the Voucher is issued to the Family. ***Fecha de Emisión del Vale. (mm/dd/aaaa)** Complete la fecha en que el Vale fue emitido a nombre de la Familia.*	**2. Issue Date / *Fecha de Emisión*** (mm/dd/yyyy) 1/30/08
3. **Date Voucher Expires. (mm/dd/yyyy)** Insert date sixty days after date Voucher is issued. (See section 6 of this form.) ***Fecha de Vencimiento del Vale. (mm/dd/aaaa)** Complete la fecha contando sesenta dias después de la fecha de emision. (Ver sección 6 de este formulario.)*	**3. Expiration Date / *Fecha de Vencimiento*** (mm/dd/yyyy) 3/30/08

4. **Date Extensions Expire,** if applicable. ***Fecha de Vencimiento de las Prórrogas,** si es aplicable*	4a. **Date 1st Extension Expires, / *Fecha de Vencimiento de 1ra Prórrogas***	4b. **Date 2nd Extension Expires, / *Fecha de Vencimiento de 2da Prórrogas***
	4c. **Date 3rd Extension Expires, / *Fecha de Vencimiento de 3ra Prórrogas***	4d. **Date FINAL Extension Expires, / *Fecha de Vencimiento de la Prórrogas Final***

5. **Name of Family Representative / *Nombre del Representante de la Familia*** Pamela Hernandez	6. **Signature of Family Representative / *Firma del Representante de la Familia*** Pamela Hernandez	**Date Signed / *Fecha en que se firma*** 1/30/08
7. **Name of Public Housing Agency (PHA)** **HOUSING AUTHORITY OF THE CITY OF LOS ANGELES** ***Nombre de la agencia de Vivienda Publica (PHA)*** ***AUTORIDAD DE LA VIVIENDA DE LA CIUDAD DE LOS ANGELES***		
8. **Name and Title of PHA Official / *Nombre y Titulo del Funcionario de la PHA*** Annie Mae Curry	9. **Signature of PHA Official / *Firma del Funcionario de la PHA*** Annie Mae Curry PM	**Date Signed / *Fecha en que se firma*** 1/30/08

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent , safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on

1. Programa de Vales con Alternativas en Vivienda

A. La agencia de vivienda pública (PHA, por sus siglas en inglés) ha determinado que la familia indicada al principio (ítem 5) es elegible para participar en el Programa de Vales con Alternativas en Vivienda. Bajo este programa, la familia escoge una vivienda modesta, segura y sanitaria donde vivir. Si el propietario de la unidad esta de acuerdo en alquilar la unidad a la familia bajo el Programa de Vales con Alternativas en Vivienda, y si la PHA aprueba la unidad, la PHA formalizará un contrato de pagos de asistencia de vivienda (HAP, por sus siglas en inglés) con el propietario para hacer pagos mensuales al propietario que ayudaran a la familia a pagar el alquiler.

B. La PHA determina la cantidad del pago de asistencia mensual que se pagará al propietario. Por lo general, el pago mensual de asistencia de vivienda de la PHA es la diferencia entre el estándar de pago aplicable y el 30 por ciento del ingreso familiar mensual ya ajustado. A determinar el pago inicial máximo de asistencia de vivienda para la familia, la PHA usará el estándar de pagos vigente

Part B of HAP Contract: Body of Contract

1. Purpose

a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d. The owner certifies that:

(1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

(2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid.

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility.**

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2010)

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).
See section by section instructions.
Part B Body of contract
Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.
However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A
Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**
The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. **Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. **Owner's Breach of HAP Contract**

a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. **PHA and HUD Access to Premises and Owner's Records**

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. **Conflict of Interest**

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. **Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

16. **Entire Agreement: Interpretation**

a. The HAP contract contains the entire agreement between the owner and the PHA.

b The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

1. **Section 8 Voucher Program**
   a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
   b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. **Lease**
   a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
   b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. **Use of Contract Unit**
   a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
   b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
   c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
   d. The tenant may not sublease or let the unit.
   e. The tenant may not assign the lease or transfer the unit.

4. **Rent to Owner**
   a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
   b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
   c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
      (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
      (2) Rent charged by the owner for comparable unassisted units in the premises.

5. **Family Payment to Owner**
   a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
   b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
   c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
   d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
   e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
   f. The owner must immediately return any excess rent payment to the tenant.

6. **Other Fees and Charges**
   a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
   b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
   c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. **Maintenance, Utilities, and Other Services**
   a. **Maintenance**

T NAME _____ ADDRESS

	J. CABINETS & CLOSETS		OT/DEF	J. CABINETS & CLOSETS
— — 1.	Replace/clean/regrout/replace broken, missing, damaged ceramic tiles at:_____		--- — 7.	Replace damaged/missing shelving & clothes rods in closets at: _____
— — 2.	Install Formica pre-formed counter top with back splash-sink/range/other: _____		--- — 8.	Re-secure loose cabinets at: _____
— — 3.	Install marlite over tub/above shower head: _____		--- — 9.	Install _____ new pulls/handles on cabinets at: _____
— — 4.	Install new cabinet doors in kitchen/bath(s)/hall/other: _____		--- — 10.	Replace damaged/missing medicine cabinet _____
— — 5.	Install new drawers in: _____ Kitchen _____ Bath(s) _____ Hall _____ Bedrooms		--- — 11.	Replace broken/missing catches on cabinets at: _____
— — 6.	Repair/replace cabinet doors/drawers at: _____			
OT/DEF	**K. HARDWARE**		**OT/DEF**	**L. OTHER**
— — 1.	Replace damaged/missing -- towel bar, paper holder, soap tray, soap & grab bar in tub, shower rod at: _____ _____		--- — 1.	New Construction: Supply Certificate of Occupancy _____
			--- — 2.	Install Permanent Gas Service _____
— — 2.	Post property address/apartment numbers where visible. _____ _____		— — 3.	Other:
— — 3.	Repair/install mailbox _____			

YEAR BUILT AND STRUCTURE TYPE:

Year Built_____

Apartment 1-4 Stories ____ Apartment 5+ Stories____ Duplex____ Single Family Residence____ Tri plex____

4-plex, Court Apartment ____ 2 on-a-lot __ Rowhouse/Townhouse ____ Mobile Home_____

COMMENTS:

Upon reinspection the following MAJOR DEFICIENCIES still exist:

1.	
2.	

NAME _____ ADDRESS _____

	F. WINDOWS, SCREENS, GLASS
--- 1.	Replace _____ broken window panes/torn/missing screens at:
--- --- 2.	Replace _____ broken/worn steel sash crank operators at:
--- --- 3.	Install/replace damaged window locks at:
--- --- 4.	Re-putty windows at:
--- --- 5.	Fit/repair windows for proper operation at:
--- --- 6.	Install quick-release mechanism on window bars at:
--- --- 7.	Repair/replace; stall shower glass door, frame:
--- --- 8.	Replace ___ damaged/missing window screens at:

O/TDEF	H. PLUMBING AND HEATING
--- --- 1.	Garbage disposal; repair/replace:
--- --- 2.	Kitchen faucets; repair/replace:
--- --- 3.	Range/oven; repair/replace:
--- --- 4.	Refrigerator; repair/replace:
--- --- 5.	LAVATORY BATHROOM(S) Repair/replace faucets 1. _____ 2.
--- --- 6.	Replace drain; pop-up/stopper 1. _____ 2.
--- --- 7.	TOILET Replace seat/flush assembly 1. _____ 2.
--- --- 8.	Repair flush assembly: 1. _____ 2.
--- --- 9.	Repair/replace tub valves/diverter:
--- --- 10.	Replace damaged/missing tub drain, overflow face plate head & arm, diverter spout:
--- --- 11.	Repair/replace; damaged/missing stall shower valves, drain grille, head and arm:
--- --- 12.	Single/double wall furnace; service/adjust, & clean/replace filters:
--- --- 13.	Forced-air furnace; service/adjust, & clean/replace filters:

O/TDEF	G. DOORS
--- --- 1.	Repair/replace damaged/missing exterior door(s) at:
--- --- 2.	Install pressure weatherstrip/threshold/striker plates on exterior door(s) at:
--- --- 3.	Replace/repair; door jamb(s)/door casings at:
--- --- 4.	Repair/replace sliding or bifold wardrobe/other sliding doors to operate freely at:
--- --- 5.	Repair/replace damaged/missing interior door(s)/doorstops at:
--- --- 6.	Replace double cylinder dead bolt lock(s), to single cylinder dead bolt lock(s); install single cylinder deadbolt at:
--- --- 7.	Install/repair/replace sliding screen door, sliding screen door lock

O/TDEF	H. PLUMBING AND HEATING
--- --- 15.	Replace damaged/missing flange on valves at: kitchen sink lavatory, tub, stall shower, other:
--- --- 16.	Reglaze porcelain at: kitchen sink, lavatory, bathtub:
--- --- 17.	Water heater; repair/replace
--- --- 18.	Install T.P.R.V. valve with downward discharge line, no more than 6" from the floor
--- --- 19.	Install a (pressure relief valve) on outside water line t must be between water main valve & outer wall of uni water heater has an (EOC) device built into it:
--- --- 20.	Remove combustible materials near heater.
--- --- 21.	Strap water heater to wall wtih state approved EQ strapp per manufacturer's instructions.
--- --- 22.	Repair/replace; damaged/missing flues for venting exh gases on water heater
--- --- 23.	Thermostat: repair/replace
--- --- 24.	Repair/unstop waste line at kitchen, bathtub, basin, lau other
--- --- 25.	Install/replace gas shutoff valve at:
--- --- 26.	Repair/replace defective gas line at:
--- --- 27.	Other:

ADDRESS _____

	HEALTH & SAFETY	O/TDEF	C. INTERIOR STAIR/COMMON HALLS
	..ant does not have direct access to unit/alternate means of escape in case of fire;	— — 1.	Repair/replace, loose, broken, missing steps at
— — 2.	Fumigate/exterminate: roaches/rats/mice/other harmful vermin	— — 2.	Repair/replace loose, broken, missing handrail at
— — 3.	Remove trash/garbage: discarded furniture, appliances, motor vehicles, other debris from_____. Provide adequate trash/garbage containers with covers, garbage chutes, dumpsters;	— — 3.	Replace damaged/missing sections of vertical handrail at
— — 4.	Tenant Housekeeping - see comments page 4	— — 4.	Install/Repair handrail on extended sections of stairs at
— — 5.	* All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e. window sills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead Based Paint Owner Certification is required following stabilization activities, except for repair below the determined level.	— — 5.	Replace ripped/torn/frayed stair coverings at
		— — 6.	Install/repair stairway light fixtures at
Y__N__	Has the Lead Based Paint Owner's Certification been completed, and approved by the PHA?	— — 7.	Repair/relocate stairway light switch from _____ _____

O/TDEF	D. FLOORS									O/TDEF	E. INTERIOR PAINT						
CONDITION GOOD = G FAIR = F POOR = P		AGE	CONDITION	REPAIR	REPLACE	CARPET	FLOORTILE	LINOLEUM	HARDWOOD	CONDITION GOOD = G FAIR = F POOR = P		WALL	CEILING	LAST PAINTED	CONDITION	REPAIR PATCH-UP PAINT COMPLETE (INC.)
— —	L/R									— —	L/R					
— —	KIT									— —	KIT					
— —	BDRM 1									— —	BDRM 1					
— —	BDRM 2									— —	BDRM 2					
— —	BDRM 3									— —	BDRM 3					
— —	BDRM 4									— —	BDRM 4					
— —	DIN/RM									— —	DIN/RM					
— —	DIN/AREA									— —	DIN/AREA					
— —	HALLS									— —	HALLS					
— —	BATH 1									— —	BATH 1					
— —	BATH 2									— —	BATH 2					
— —	SER/PORCH									— —	SER/PORCH					
— —	2. Repair/replace, damaged, rotted sub floor in _____									— —	2. Paint furnace covers/grilles with heat-proof paint:					
— —	3. Replace damaged, stained, missing, floor tile; trip hazard, unsanitary:									— —	3. Repair/spray acoustic ceilings in: _____					
											COMMENTS:					

116 N. ELLITA
12: INSPECTION
5/6 08
FRIDAY FOR
MR ROMELIA
RAMIREZ
ADVISOR MR
RAYES 2B
252-5454

PASS 5/16/08 AC

TY OF THE CITY OF LOS ANGELES
HAPP EXISTING HOUSING
EPORT/DEFICIENCY NOTICE

INSPECT
UNIT D(
TENANT I
UNIT AI

PHONE _____
INSPEC TYPE INITIAL ANNUAL COMPLAINT
OWNER NAME _____
OWNER PHONE _____
ZIP MAP REF. NO.
GEN UNIT RATING _____ TENANT HOUSEKEEPING NA
RE -INSPECTED BY: _____ DATE _____

ACTUAL
INSPEC

UTILIT
STOVE/I
REFRIGI

ELECTRICITY	TENANT _____	OWNER _____	_____	CONDITION _____
GAS	TENANT _____	OWNER _____	_____	CONDITION _____
WATER	TENANT _____	OWNER _____		SIDE PAYMENT
AIR CONDITION	TENANT _____	OWNER _____		REINSPECTION DATE _____

REINSPECTION HOURS ARE BETWEEN 8:30AM - 5:00 PM. PLEASE HAVE AN ADULT ON THE PREMISES TO PERMIT INSPECTOR ENTRY.

I have received a copy of the HAPP-170. [ ] (Initial)

OWNER SIGNATURE

TENANTS SIGNATURE

INSPECTION SUMMARY DECISION:

ACCEPTABLE PER HQS BASIS _____ ( )
ACCEPTABLE PER HQS BASIS
MINOR DEFICIENCIES EXIST _____ ( )
1. _____
2. _____
3. _____

NOT ACCEPTABLE PER HQS BASIS
MAJOR DEFICIENCIES EXIST _____ ( )
MAJOR DEFICIENCIES EXIST AT REINSPECTION
(REFER TO PAGE 4) _____
MAJOR DEFICIENCIES CORRECTED _____ ( )
MAJOR DEFICIENCIES NOT CORRECTED/CANCEL

INSTRUCTIONS TO OWNERS:

An (x) next to a specific Housing Quality Standard violation means that this is a MAJOR deficiency. The specific nature of the violation will be circl described in the comment section. The location of the HQS violation will also be indicated in the comment section. THE MAJOR DEFICIENCIES MUS CORRECTED WITHIN 25 DAYS OF THE INSPECTION REPORT/DEFICIENCY NOTICE. IF THE UNIT IS NOT IN COMPLIANCE, THE ABATEI PROCEDURES WILL BEGIN, THE OWNERS COPY OF THE INSPECTION REPORT IS THE NOTICE OF DEFICIENCY. A ( ) placed before a specific com indicates a minor deficiency. These deficiencies will not delay the execution or renewal of the contract, but the Housing Authority urges you to correct as they will not be considered as a basis for any future damage claim. The column with (O) or (T) represents that the deficiency is Owner or Te responsibility. An indication of (INC) means the inspector needs more information before a final rating can be given to the owner. A space left Bl before a specific comment indicates acceptability.

A. BUILDING EXTERIOR

O/TDEF			O/TDEF	
--- --- 1.	Remove cracking, scaling, chipping, peeling deteriorated paint at exterior trim; exposed pipes, roof vents, gutters, downspout, exterior walls, siding, stucco, masonry, (building components) associated with the assisted unit including windows, window sills, floors, porches, railings, doors, decks, stairs, play areas, garages, fences outbuildings or other areas		--- ---7.	Condition of chimney; repair leaning or structurally defec chimney (if fail explain): _____
			--- --- 8.	Condition of foundation; repair structural defects (if fail expla _____
--- --- 2.	Paint exterior trim; exposed pipes, roof vents, gutters, downspouts, exterior walls, siding, stucco, masonry, (building components) associated with the assisted unit including windows, window sills, floors, porches, railings, doors, decks, stairs, play areas, garages, fences outbuildings or other areas after completion of number 1.		--- --- 9.	Repair/replace damaged/missing crawl hole/vent screen _____
--- --- 3.	*All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements. Stabilization means removal of deteriorated paint, repair substrate and application of a new protective coating or paint. (see HAPP-170)		--- --- 10.	Repair holes/large cracks; walkways, driveways, sidewalks; trip hazard; exterior walls at _____
--- --- 4.	*Provide Housing Authority with test results/certificate of Lead Based Paint (LBP) Treatment from certified LBP inspect		--- --- 11	Fire extinguishers; install/recharge

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA)

REQUEST FOR TENANCY APPROVAL (RFTA)

OFFICE USE ONLY: REG/CLIENT NO _____ V BRS _____ V EXP DATE _____
HACLA Rep. _____ Office _____ Phone _____ Date Verified _____
Map Ref _____ 1st Insp. Date _____ 2nd Insp. Date _____ 3rd Insp. Date _____
Adults _____ Disabled: Y N Children Under 6: _____ Y N EIBLL Y N

A. UNIT INFORMATION: PLEASE PROVIDE ALL INFORMATION REQUESTED BELOW:

Address: 11N. ELLITA PL **Apt.#:** _____ **City:** L A CA **Zip:** 9[illegible]

Date the Unit will be ready for Inspection	Requested Beginning Date of Lease	Number of Bedrooms	Year Constructed	Proposed Rent	Security Deposit Amount (Maximum is set by Law)
5/15/08	5/29/08	2	N/A	1100.	2200

BUILDING TYPE (Circle): House Duplex Apt. 1-4 stories Apt. 5+ stories ____ On Lot Town/Row House Mobile Home Mobile Home Space

IF THIS UNIT IS SUBSIDIZED, CIRCLE THE TYPE OF SUBSIDY: Sec. 23 Sec. 202 Sec. 221(d)(3)(BMIR) Sec. 236 (insured or non-insured) HOME Program Tax Credit Other: _____

B. UTILITY RESPONSIBILITY

Enter a "T" if the tenant pays for or provides the utility or appliance. Enter an "O" if the owner will pay for or provide the utility or appliance.

	Gas	Electric	Water paid by	Basic Electricity (lights) paid by	Stove	Refrigerator	Air Cond. paid by
Space Heating	G	T	T	T	T	T	N/A
Cooking	G	T					
Water Heating	G	T					

C. OWNER'S CERTIFICATIONS - BY MY SIGNATURE IN SECTION D BELOW:

1. **[Owners of projects with more than 4 units must complete section C. 1.] I certify that the rents for the most recently leased comparable (same size, type, number of bedrooms) unassisted units with the premises are:**

Date rented: 6/08	Rent: $ 1100	#bedrooms:	Address/Unit#: 120 N. ELLITA PL
Date rented: 6/08	Rent: $ 1100	#bedrooms:	Address/Unit#: 111 N. ELLITA PL #C
Date rented:	Rent: $	#bedrooms:	Address/Unit#:

2. **I certify that the property owner (please check one):**
   - ☑ **Is not** the parent, child, grandparent, grandchild, sister, or brother of **any member** of the assisted family.
   - ☐ **Is** the parent, child, grandparent, grandchild, sister, or brother of a member of the assisted family.
3. **By signing below I acknowledge that:**
   - HACLA has not screened the family's behavior or suitability for tenancy. **Screening is my sole responsibility.**
   - I must complete and the family must initial the **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards** provided in RFTA packet or state on that form the date of the Certificate of Occupancy for the building if it was issued after December 31, 1997.
   - HACLA will notify me whether (a) the dwelling unit has passed inspection, (b) the proposed rent and tenancy are approved, and (c) when the tenancy and rent subsidy may start.
   - The HUD Tenancy Addendum (provided in the RFTA packet) shall become a part of the owner's lease.

HACLA assumes no responsibility for subsidy payments prior to approval & execution of a Section 8 (HAP) contract.

D. OWNER AND PAYEE INFORMATION:

SIMEON MILJIC

Legal Owner(s) Name(s) (PLEASE PRINT)

Owner Address *City* *State* *Zip* *Telephone Number (Daytime)*

Owner/Agent Signature(s) *Date* 5/8/08

Payee name and address if different *Section 8 Owner Number (if any)*

E. TENANT CERTIFICATION:

As a Tenant I certify that (please check one)

- ☐ The owner(s) **is/are not related** to any member of my approved household in that none of the owners is the parent,

Housing Authority of the City of Los Angeles

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

Property address: 116 N. ELLITA PL **Client #:**

Lessor's (landlord's) disclosure

***(a) Presence of lead-based paint and/or lead based paint hazards* - check (i) or (ii) below:**

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (if checked, explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

***(b) Records and reports available to the lessor* - check (i) or (ii) below:**

(i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (tenant's) acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor (Landlord) 5808	Date	Lessor (Landlord)	Date
Lessee (Tenant)	Date	Lessee (Tenant)	Date
Agent	Date	Agent	Date

CALIFORNIA ASSOCIATION OF REALTORS®

TENANT ESTOPPEL CERTIFICATE
(C.A.R. Form TEC, Revised 4/11)

Tenant: Griselda Stacy Gonzalez, Richard Anthony Avila
Premises: 120 Ellita Pl , Los Angeles, Ca 90042

To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

1. **LEASE TERMS:**
   - **A.** (☐ If checked) A copy of the Lease is attached hereto.
   - **B.** Date of the Lease: November 30, 2021
   - **C.** Name of the current Landlord: Simeun Miljic
   - **D** Name of the current Tenant: Griselda Stacy Gonzalez, Richard Anthony Avila
   - **E.** Current monthly base rent: $ 1,750.00 , paid through: _____
   - **F.** Security deposit: $ 2,000.00 Other deposits: $ _____
   - **G.** Expiration date of current term: _____
   - **H.** Number and Location of Parking Spaces: Street Parking
   - **I.** Number and Location of Storage Spaces: _____
   - **J.** Who pays utilities services: **Water:** ☐ Landlord ☒ Tenant; **Electric:** ☐ Landlord ☒ Tenant; **Gas:** ☐ Landlord ☒ Tenant; **Waste Disposal:** ☐ Landlord ☐ Tenant; **Gardener:** ☐ Landlord ☐ Tenant; **Sewer:** ☐ Landlord ☒ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant.
   - **K.** Who owns appliances: **Stove:** ☒ Landlord ☐ Tenant; **Refrigerator:** ☐ Landlord ☒ Tenant; **Washer/Dryer:** ☐ Landlord ☒ Tenant; **Microwave:** ☐ Landlord ☒ Tenant; **Other:** _____ ☐ Landlord ☐ Tenant.
2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease: The lease agreement is on a current month-to-month basis.
   One small dog
   There are no verbal or written agreements or understandings between Landlord and Tenant with respect to the Premises, except as set forth above.
3. Tenant is the actual occupant and is in possession of the Leased Premises. Tenant has not assigned, transferred or hypothecated its interest under the Lease. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
4. All obligations of Landlord under the Lease have been fully performed and Landlord is not in default under any term of the Lease. Tenant has no defenses, off-sets or counterclaims to the payment of rent or other amounts due from Tenant to Landlord under the Lease.
5. Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows: _____
6. Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws or similar state laws.
7. Tenant represents that Tenant: (a) is not in default of the performance of any obligations under the Lease; (b) has not committed any breach of the Lease; and (c) has not received any notice of default under the Lease, which has not been cured.
8. The correct address for notices to Tenant is the Premises above unless otherwise shown below.
9. The person signing below represents that he/she is duly authorized by Tenant to execute this Statement in Tenant's behalf.
10. Tenant understands that: (a) a lender may make a loan secured in whole or part by the Premises, and that if Lender does so, Lender's action will be in material reliance on this Estoppel Certificate; and/or (b) a buyer may acquire the Premises or the building in which the Premises is located, and if buyer completes the purchase, buyer will do so in material reliance on this Estoppel Certificate.

Date: _____ _____
Tenant

_____
Tenant

By _____ Title _____

Receipt Acknowledged
Date: _____ Landlord or Manager

By _____ Title _____

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120 Ellita PR

RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Simeun Miljic
Tenant(s)/Lessee: Griselda Stacy Gonzalez
Tenant(s)/Lessee: Richard Anthony Avila
Apartment Number: —
Apartment Address: 120 Ellita Place
City: Los Angeles, State CA, Zip 90042
Monthly Rental Rate: $ 1750
Rental Due Date: 1st of Month
Security Deposit: $ 2000
Late Charge: $ 50
Parking Space: Street
Storage Space: —

Apartment Number 120 Ellita place House

This agreement shall commence on 11/30/21, and continue: (*check one below*)

A. ☐ Month to Month Agreement

B. ☒ Until 11/29/22 at which time thereafter shall become a month to month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the expiration date, he shall be liable for all the rent due until such time the apartment is occupied by a Landlord-approved resident and/or expiration of said time period, whichever is shorter.

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **Landlord/Lessor/Agent** shall be referred to as "OWNER" and **Tenant(s)/Lessee(s)** shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.

2. **PAYMENTS**: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: $ 1750, and a Security Deposit of $ 2000, for a total payment of $ 3750. All payments are to be made payable to: Simeun miljic and delivered to 117 Ellita Place #E, Los Angeles California, Telephone Number 310 912 1310 who is usually available on the following days: monday - friday during the following hours: 9am - 5pm.

3. **LATE CHARGE/RETURNED CHECKS**: Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the _____**day after it is due**, Resident shall pay a late charge of $ 50 per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of $ 15 as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. **SECURITY DEPOSITS**: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. **UTILITIES**: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except _____.

6. **OCCUPANTS**: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): Shi tzu - nicky cat - pigeon. RESIDENT shall pay additional rent at the rate of $100.00 per month or 25% **(or the amount allowed under rent control)** of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. **PETS AND FURNISHINGS**: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at $100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets – No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of $25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of $ 0 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. **PARKING/STORAGE**: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. **NOISE / ACTIVITY**: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.

10. **LOITERING AND PLAY**: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
11. **DESTRUCTION OF PREMISES**: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. **CONDITION OF PREMISES**: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
13. **MAINTENANCE AND ALTERATIONS**: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of $201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
14. **SMOKE/CARBON MONOXIDE DETECTORS**: The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
15. **HOUSE, POOL, AND LAUNDRY RULES**: RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
16. **CHANGE OF TERMS**: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
17. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the landlord, but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
18. **POSSESSION**: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
19. **INSURANCE: RESIDENT** acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
20. **RIGHT OF ENTRY AND INSPECTION**: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
21. **ASSIGNMENT: RESIDENT** agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
22. **PARTIAL INVALIDITY**: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
23. **NO WAIVER: OWNER'S** acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
24. **ATTORNEY'S FEES**: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than $500 in addition to other damages awarded.
25. **ABANDONMENT**: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
27. **Pursuant to Section 1785.26 of the California Civil Code**, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead

exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

_____ OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

_____ RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD**: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS**: _____

31. **NOTICES**: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:
Name Petar miljic Address 117 Elita Place #E, Los Angeles, CA 90042
Phone Number 310 912 1310

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.
Name Petar miljic Address 117 Elita Place #E, Los Angeles, CA 90042
Phone Number 310 912 1310

Person or Entity Authorized to Receive Payment of Rent:
Name Petar miljic Address 117 Elita Place #E, Los Angeles, CA 90042
Phone Number 310 912 1310

32. **INVENTORY**: The Apartment contains the following items for use by RESIDENT: _____

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

☐ House Rules	☑ Pet Agreement	☐ Garage Door Opener
☐ Laundry Rules	☐ Pool Rules	☐ Bed Bug Information Sheet
☐ Mailbox Keys	☐ Apartment Keys	☐ Other _____

34. **ENTIRE AGREEMENT**: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT**: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (_____) **RESIDENT'S initials:**

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(_____) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter _____ Signature of Interpreter _____ Date _____

Owner/Agent 11/29/21 Date

Owner/Agent Date

Owner/Agent Date

Resident 11/29/21 Date

Resident 11/29/21 Date

Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

120. ELCITA PL – NEW TENANTS

START DECEMBER 1. 2024

RECEIPT DATE _____ No.

RECEIVED FROM _____ $ 2000

_____ DOLLARS

○ FOR RENT
○ FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

RECEIPT DATE _____ No.

RECEIVED FROM _____ $ 1750

_____ DOLLARS

○ FOR RENT
○ FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

MR. RICHARD AVILA

MRS. STACY GONZALES

TEL. STACY – 1-626-817-1892

SECURITY DEPOSITE 2000–

MONTLY RENT 1,750

3,750