

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

SHERNENA BUSH, SAMANTHA
HANSEN, SANTINO TAP, and RHONDA
MOSES, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

OMAHA HOUSING AUTHORITY, a
Nebraska Municipal Corporation,

Defendant.

Case. # __: __-cv-__

CLASS ACTION COMPLAINT &
JURY DEMAND

OVERVIEW

1. Plaintiffs are a proposed class of residents of Omaha Housing Authority's (OHA) public housing who have very low incomes and were denied due process because of the unlawful actions and omissions of Defendant.
2. OHA was created to address the acute shortage of affordable housing for low-income families in Omaha and provides 2,500 units of public housing in the community.
3. Pursuant to federal law, OHA is authorized to charge extremely low-income families a minimum monthly rent of \$50, but if a family is experiencing a financial hardship, OHA must waive that rent minimum as a "hardship exemption."
4. Since at least 2017, OHA charged tenants who have very low or no income a monthly minimum rent of \$50 but did not inform or give those tenants the statutorily required hardship exemption of that rent, even when they were

threatened with eviction. Instead, OHA hid the information about the hardship exemption from tenants, demanded the minimum rent and late fees, and even filed eviction proceedings against them when they could not pay.

5. Federal law provides a non-exhaustive list of situations where a household meets the definition of “financial hardship” and is exempt from the minimum rent, including a decrease in income due to loss of employment, a change in household composition, or when a family would otherwise face eviction for nonpayment of the minimum rent. However, OHA’s policy and practice not to inform tenants of the hardship exemption, or otherwise apply it, ensures that eligible tenants were not offered the hardship exemption and were regularly threatened with eviction.

6. OHA’s policies have deprived eligible households of hardship exemptions and resulted in financial gain for the agency.

7. As a result of its hardship exemption policies, OHA has charged or collected from its residents minimum rent payments, late fees, attorneys’ fees, and costs to which OHA was not entitled. OHA’s pursuit and collection of these amounts has caused severe financial strain, stress, and undue hardship for Plaintiffs and tenants charged minimum rent.

8. OHA also did not offer tenants faced with adverse actions, such as a decision to increase the rent portion a tenant must pay, the right to request an opportunity to be heard, generally in the form of an informal and formal hearing, as required by federal law. Critically, OHA’s notices to tenants, from as far back as

October 2016 through approximately September 2023, failed to adequately inform tenants of their right to an informal and formal hearing, often referred to as “grievance rights,” to challenge the adverse action against them.

9. As a result of its “no notice of grievance rights” policy, OHA charged and collected rent payments and other charges from tenants, including Plaintiffs, while denying them federally mandated hearing rights to redress their grievances. OHA’s actions and omissions have in turn caused financial strain, stress, and undue hardships for OHA residents.

10. All combined, OHA violated and continues to violate federal law, including the United States Housing Act of 1937, and the Due Process Clause to the United States Constitution. These actions and omissions also violate OHA’s contractual obligations contained in the residential leases between OHA and the residents.

11. Plaintiffs seek to impose liability against OHA and injunctive relief to change OHA’s policies.

12. The harm to Plaintiffs and the putative class is ongoing and continuing.

PLAINTIFFS AND THE PUTATIVE CLASS

9. Plaintiffs and the putative class are individuals who lived in public housing units owned, controlled, or operated by OHA from 2017 to the present and who are harmed by the OHA’s failure to: (1) comply with its statutory duty to operate a system that ensures eligible tenants receive a hardship exemption to the

minimum rent requirement, and (2) provide tenants with adequate notice of the process for requesting an informal and formal hearing when there is an adverse action against them.

10. Plaintiffs and the putative class seek prospective declaratory, injunctive, and other equitable relief that includes changes to OHA's policies and procedures, withdrawal of threatened and actual terminations of housing assistance based on nonpayment of the minimum rent and/or charges and fees or terminations where the tenant was not given notice of a right to an informal or formal hearing, recalculation of Plaintiffs' past and present rent, charges, and fee obligations, and reimbursements or account adjustments based on those recalculations.

11. OHA's actions and policies have been applied uniformly to Plaintiffs and the putative class as a whole.

12. OHA's actions have caused and will cause Plaintiffs and the putative class members imminent and irreparable injury.

13. Plaintiffs have no adequate remedy at law.

JURISDICTION AND VENUE

14. This action is brought under 42 U.S.C. § 1983 and under the Due Process Clause of the Fourteenth Amendment of the United States Constitution.

15. The Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3) for the claims arising under the Constitution and federal law.

16. The Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a).

17. Venue is proper because the acts or omissions occurred in this district.
28 U.S.C. § 1391(b).

PARTIES

18. Shernena Bush is an OHA public housing tenant who has resided in OHA public housing since November 23, 2015.

19. Samantha Hansen is an OHA public housing tenant who has resided in OHA public housing since December 2021.

20. Rhonda Moses is a former OHA public housing tenant who resided in OHA public housing from September 2017 until October 2023.

21. Santino Tap is an OHA public housing tenant with two minor children who has resided in OHA public housing since July 2019.

22. Defendant OHA is the governmental agency that contracts with the Department of Housing and Urban Development (hereinafter “HUD”) to provide public housing to people with qualifying incomes in Douglas County, Nebraska.

23. OHA is a political subdivision of the state of Nebraska.¹ It operates federally funded public housing for the City of Omaha, pursuant to 42 U.S.C. § 1437 *et. seq.*

LEGAL FRAMEWORK

Federal Law & Regulations Regarding Hardship Exemption

24. Federal public housing was established under the United States Housing Act of 1937 (“Housing Act”) to promote the policy of “provid[ing] decent and

¹ Neb. Rev. Stat. § 71-1575(16).

affordable housing for all citizens.”² Under this framework, public housing authorities like OHA receive federal financial assistance to provide public housing to low-income families.

25. In 1969, Congress enacted the Brooke Amendment, which limited each public housing resident’s rent payment to no more than 25% of the household’s monthly adjusted income.³ In 1981, a tenant’s rent contribution was increased to 30% of the adjusted monthly household income, 10% of the monthly gross income, or the portion of the household’s welfare assistance payment, if any, that is specifically designated for housing costs.⁴

26. In 1998, Congress subsequently passed the Quality Housing and Work Responsibility Act of 1998 (“QHWRA”).⁵ As relevant here, QHWRA authorized PHAs to impose monthly minimum rents of up to \$50 but required that PHAs grant immediate exemptions to that minimum rent in cases of “financial hardship.”⁶

27. QHWRA defines “financial hardship” to include but not be limited to situations in which: (1) the family has lost eligibility or is awaiting an eligibility determination for governmental assistance; (2) the family “would be evicted as a result of the imposition of the minimum rent requirement”; (3) the family’s income

² 42 U.S.C. § 1437(a)(4).

³ Housing and Urban Development Act of 1969, Pub. L. No. 91-152, § 213(a), 83 Stat. 389.

⁴ Housing and Community Development Amendments of 1981, Pub. L. No. 97-35, § 322, 95 Stat. 400 (codified at 42 U.S.C. § 1437a(a)).

⁵ Pub. L. No. 105-276, § 501 et seq., 112 Stat. 2518 et seq. 37.

⁶ Id., § 507, 112 Stat. 2524-2525 (codified at 42 U.S.C. §1437a(a)(3)); see also 24 C.F.R. §§ 5.628(a) and 5.630(a).

has decreased because of changed circumstances; or (4) there has been a death in the family.⁷

28. If a financial hardship is temporary in nature, the Housing Act requires PHAs to observe a 90-day period during which PHAs may not evict residents for nonpayment of rent.⁸ If the financial hardship is long term, the PHA “must exempt the family from the minimum rent requirements so long as such hardship continues.”⁹

29. In 2020, HUD issued guidance to PHAs regarding when they should grant hardship exemptions. HUD directed PHA’s staff to “spread the word” about minimum hardship exemptions and emphasized that housing authorities had “flexibility to establish a minimum rent between \$0 and \$50 per month.”¹⁰

30. In 2021, the HUD Exchange issued a “Public Housing Minimum Rent and Hardship Requirements Toolkit,” to guide PHAs on how to properly implement the hardship exemption. The toolkit includes fact sheets about the hardship exemption and suggested outreach templates such as doorhangers and postcards to inform tenants of their right to receive a hardship exemption.¹¹ The HUD Exchange “Tip Sheet For PHAs on Using the Minimum Rent Toolkit Resources” states that

⁷ Pub. L. No. 105-276, § 507, 112 Stat. 2525 (codified at 42 U.S.C. §1437a(a)(3)(B)(i)).

⁸ 42 U.S.C. § 1437a(a)(3)(B)(ii). See also 24 C.F.R. § 5.630(b)(2)(i)(C).

⁹ 42 U.S.C. § 1437a(a)(3)(B)(ii). See also 24 C.F.R. § 5.630(b)(2)(i)(C).

⁹ 24 C.F.R. § 5.630(b)(2)(iii)(B).

¹⁰U.S. Department of Housing and Urban Development, “Assisting Housing Choice Voucher and Public Housing Tenants in Reducing Accrual of Rent Owed,” https://www.hud.gov/sites/dfiles/PIH/documents/PH_HCV_reducing_back_rent_accrual_factsheet.pdf

¹¹ HUD Exchange, Public Housing Minimum Rent and Hardship Requirements Toolkit, <https://www.hudexchange.info/programs/public-housing/public-housing-minimum-rent-and-hardship-exemption-requirements-toolkit/>.

PHAs are not required to adopt a form nor is a household required to complete a form in order to request the hardship exemption.”¹² In other instances, the HUD Exchange recommended that PHAs inform tenants of their right to minimum rent upon admission, each re-examination, and through direct conversations with tenants.¹³

31. In 2023, as a part of proposed rulemaking regarding a minimum 30-day notice requirement under the CARES Act, HUD reminded covered housing providers, including public housing authorities, that “HUD-assisted households can also request a hardship exemption” and that “the PHA” must “[allow] the household to pay as little as zero dollars in rent if the household has experienced a qualifying financial hardship.”¹⁴

OHA’s Policies Regarding the Hardship Exemption

32. Currently, approximately 30% of OHA’s public housing households—about 750 families—pay the minimum monthly rent of \$50.¹⁵ OHA has had the minimum rent policy in place since at least 2006.¹⁶

¹² <https://files.hudexchange.info/resources/documents/PIH-Minimum-Rent-and-Hardship-Exemption-Toolkit-Tip-Sheet-English.pdf> (last visited May 24, 2024).

¹³ HUD Exchange, “Public Housing Minimum Rent and Hardship Exemption: Instructional Video,” YouTube, https://www.youtube.com/watch?v=kFz_yIjPzLk (Dec. 22, 2021).

¹⁴ HUD Proposed Rule on Lease Termination: 88 Fed. Reg. 83877, 83885 (proposed Dec. 1, 2023) Jeremy Turley, “Extremely poor public housing tenants are entitled to rent exemptions. In Omaha, they got eviction notices.” Flatwater Free Press (Dec. 20, 2023), <https://flatwaterfreepress.org/extremely-poor-public-housing-tenants-are-entitled-to-rent-exemptions-in-omaha-they-got-eviction-notice/>.

¹⁶ Omaha Housing Authority’s Admissions and Continued Occupancy Policy, Ch. 6, § 1 (2006).

33. Under OHA's public housing Residential Lease, the tenant's rent "shall be determined by OHA in compliance with the HUD regulations and requirements and in accordance with OHA's Admissions and Occupancy Policy."¹⁷

34. OHA's public housing Residential Lease does not inform tenants about the minimum rent hardship exemption or how they may apply for the exemption.

35. On information and belief, OHA's Residential Lease has materially been the same since at least 2007.

36. The Admissions and Continued Occupancy Policy (hereinafter "ACOP") states that "[t]he PHA must ensure compliance with federal laws, regulations and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation[,]" including the Housing Act and its implementing regulations setting forth the minimum rent and hardship exemption requirements.¹⁸

37. OHA's previous ACOP that was used in May 2008 explicitly provided:

"The PHA will notify all participant families subject to minimum rent of their right to request a hardship exemption under the law."¹⁹

38. Sometime after 2006, OHA changed its ACOP, omitting the above language that required notice to tenants of their right to request a hardship exemption to their minimum rent obligation.

¹⁷ Exhibit A, Housing Authority of the City of Omaha Residential Lease 2024, p. 2, ¶5.

¹⁸ OHA Admissions and Continued Occupancy Policy (ACOP), June 2023, 1-8, <https://ohauthority.org/wp-content/uploads/2024/01/ACOP-Rv.6.2023.pdf>.

¹⁹ OHA Admissions and Continued Occupancy Policy (ACOP), June 2001, Ch. 6-1, https://web.archive.org/web/20081121035841/http://www.ohauthority.org/publichousing/ACOP/ACOP_2006/ACOP06.pdf.

39. OHA's current ACOP is a document 282 pages long. The ACOP addresses the hardship exemption on page 2-110 of the ACOP and states that "If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship."²⁰

40. The ACOP does not include information of how tenants can avail themselves of the hardship exemption or how or when OHA will inform tenants of the hardship exemption.

41. On information and belief, prior to October 2023, OHA had an "only on request policy" under which a hardship exemption was considered only if tenants requested it using OHA forms; OHA otherwise took no active steps to inform residents that they may be eligible for the hardship exemption, make the forms available, or make minimum rent tenants aware the policy existed if they fell behind in paying rent.

42. OHA, through its annual income certification, knew that tenants with very low incomes would not be able to pay rent. Yet, because of OHA's policy not to offer the hardship exemption, it did not inform these tenants about the hardship exemption and their right to request it.

43. Even after tenants with very low incomes informed OHA that they could not pay the \$50 minimum rent or asked OHA employees how they were

²⁰ Admissions and Continued Occupancy Policy, Housing Authority of Omaha, June 2023, <https://ohauthority.org/wp-content/uploads/2024/01/ACOP-Rv.6.2023.pdf>.

expected to pay rent, OHA employees remained silent as to the tenants' right to request a hardship exemption. Despite being presented with tenants' circumstances that clearly fit within the statutory hardship exemption, OHA offered no information on the hardship exemption and sometimes even suggested that tenants apply for help with their rent from another agency.

44. On information and belief, because of OHA's policy not to offer the hardship exemption, few hardship exemptions have been made or approved.

45. Sometime between October and December of 2023, after public outcries over the threatened eviction of many public housing tenants, OHA slid the hardship exemption form beneath some minimum rent tenants' doors.

Federal Law and Regulations Regarding Adverse Actions

46. Public housing tenants are entitled to receive notice of their right to a grievance procedure when an adverse action is made against them. 42 U.S.C. § 1437d(k) requires:

“each public housing agency receiving assistance under this chapter to establish and implement an administrative grievance procedure under which tenants will—

- (1) be advised of the specific grounds of any proposed adverse public housing agency action;
 - (2) have an opportunity for a hearing before an impartial party upon timely request within any period applicable under subsection (1);
- ...”

47. The PHA must include in the lease certain obligations, including provisions regarding adverse actions set out in federal regulations:

- (i) To notify the tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is

not limited to, a proposed lease termination...or imposition of charges for maintenance and repair...

- (ii) When the PHA is required to afford the tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:
 - (A) The notice of proposed adverse action shall inform the tenant of the right to request such hearing.²¹

48. HUD's Public Housing Occupancy Guidebook explains that lease provisions regarding rent determinations "must note that the family is entitled to an explanation of the PHA's determination of rent...and that the tenant may request a hearing under the PHA's Grievance Procedure if he or she disagrees with the PHA's determination."²² It goes on to clarify "...that the right to a grievance hearing applies whether a tenant's rent is increased or decreased."²³

OHA's Policies Regarding Adverse Action

49. OHA's lease tracks the language required by federal regulations stating on page 7, ¶ h of the lease that OHA must notify the tenant of specific grounds for any adverse action and inform the tenant of the right to a grievance procedure.²⁴

50. From at least 2017 through September 2023, when OHA determined or redetermined a tenant's rent, it did not inform the tenant of their right to dispute the calculation or be entitled to a formal or informal grievance.

²¹ 24 C.F.R. § 966.4(8).

²² U.S. Department of Housing and Urban Development, Public Housing Occupancy Guidebook, June 2022, Ch. 17, p. 194.

²³ Id.

²⁴ Exhibit A, Housing Authority of the City of Omaha Residential Lease Agreement.

51. After a series of articles appeared in a local news site describing OHA's practices of not informing public housing tenants of their right to request a grievance procedure, OHA sent a letter to all public housing tenants on December 28, 2023, acknowledging that

“[p]reviously, OHA's rent determination letters did not include information regarding your rights to an explanation and to grievance procedures.... This letter is to inform you that, if you do not agree with a current or past rent determination...you may request that OHA provide an explanation and grievance procedures regarding such rent determination. Please contact OHA by January 31, 2024.”²⁵

52. OHA did not provide any more information to tenants on what challenging a past rent determination would mean. For example, OHA did not inform tenants that their rent may have been miscalculated for a span of years and they may be entitled to a substantial rent reimbursement.

Plaintiff Shernena Bush

53. Plaintiff Shernena Bush has been an OHA resident for seven years.

54. Throughout her tenancy Ms. Bush had zero income and has paid the minimum rent of \$50.00 per month for nearly the entire time she resided at her unit.

55. Ms. Bush had her rent redetermined at least annually since she began her tenancy with OHA.

56. On numerous occasions, she asked various representatives of OHA how she would be able to pay her rent if she had zero income.

²⁵ Exhibit B, OHA Letter to Tenants, dated December 28, 2023.

57. Despite her inquiries with OHA officials about how she could pay her rent with no income, OHA staff never informed Ms. Bush of the right to seek a hardship exemption from minimum rent.

58. Ms. Bush attempted many strategies to pay her rent, including selling her plasma. She was required to cease this method of obtaining funds to pay rent when her blood's iron level was too low to accept her plasma.

59. On other occasions family members were sometimes able to assist Ms. Bush, but because their financial help came late, she often incurred late fees.

60. As a result of OHA charging her minimum rent and OHA's policy not to offer or tell her about the hardship exemption, Ms. Bush has been threatened with eviction on numerous occasions.

61. Even though a tenant's risk of eviction is grounds for a hardship exemption, Ms. Bush was sued by OHA for eviction from the premises for non-payment of rent twice in 2023 for nonpayment as rent, as described below.

61.1. *Omaha Housing Authority v. Shernena Bush*, County Court, Douglas County, Nebraska, CI 23-1150, filed on January 20, 2023. Judgment was vacated and the case was dismissed on February 27, 2023, after Ms. Bush paid \$734 with rental assistance.

61.2. *Omaha Housing Authority v. Shernena Bush*, County Court, Douglas County, Nebraska, CI 23-16913, filed on August 29,

2023. Judgment was vacated and the case was dismissed on October 20, 2023.

62. At one point after the eviction cases were filed, an OHA employee suggested that she apply for general assistance funds from Douglas County General Assistance. However, the employee remained silent on the hardship exemption.

Plaintiff Samantha Hansen

63. Plaintiff Samantha Hansen has been an OHA resident since December of 2022.

64. For the most of her occupancy of her public housing units, Ms. Hansen has had \$0 income, except for three very short periods when she was employed.

65. After each annual review Ms. Hansen's rent was set at the minimum rent of \$50.00, and each notice of rent determination failed to notify her of her right to request hardship exemption or her right to request a grievance hearing.

66. OHA staff never provided verbal or written notification of her right to request a hardship exemption from paying minimum rent. On numerous occasions, OHA staff remained silent about her right to apply for a hardship exemption, even after Ms. Hansen repeatedly asked OHA staff how she would be able to pay her rent if she had zero income.

67. Instead, OHA staff told her she would "just have to pay it."

68. OHA filed two eviction cases against Ms. Hansen in 2023 for nonpayment of rent. These cases were as follows:

68.1. *Omaha Housing Authority v. Samantha Hansen*, Douglas County, Nebraska at Case No. CI-23-5813, for non-payment of rent. This case was filed on March 28, 2023, and dismissed on May 11, 2023, after Ms. Hansen, with the aid of a rent assistance program, paid \$2048.00 for rent, late fees, attorney's fees, and charges related to a door replacement, which was not previously disclosed until the morning of the eviction hearing.

68.2. *Omaha Housing Authority v. Samantha Hansen*, Douglas County, County Court, Nebraska at Case No. CI-23-18479, for non-payment of rent. This case was filed on September 21, 2023, and dismissed on October 6, 2023. No payment was made.

69. On November 16, 2023, after getting advice from her attorney, Ms. Hansen submitted OHA's Hardship Exemption from Minimum Rent Request Form to OHA.

70. Ms. Hansen's hardship exemption was granted on a temporary basis on December 17, 2023. Rent continued to accrue during the time her request was reviewed.

71. On February 29, 2024, Ms. Hansen was granted the hardship exemption from minimum rent and her rent was reduced to \$0 per month effective November 2023.

72. However, OHA did not review Ms. Hansen's rent over the entire period she resided in public housing to determine whether she was previously eligible for

the hardship exemption and should be relieved any of the previous minimum rent or late fees incurred prior to November 2023.

Plaintiff Santino Tap

73. Plaintiff Santino Tap has been an OHA resident since July of 2019.

74. During his tenancy, OHA raised Mr. Tap's rent multiple times. Mr. Tap often told OHA staff that he disagreed with those rent increases. In response, OHA staff told him he could move.

75. Not until the December 28, 2023, mass letter to residents did Mr. Tap learn of his right to dispute rent adjustments.

Plaintiff Rhonda Moses

76. Plaintiff Rhonda Moses was an OHA resident from September 2017 until October 2023.

77. Ms. Moses had her rent redetermined at least annually since she began her tenancy with OHA.

78. During her tenancy, OHA raised Ms. Moses's rent on many occasions.

79. Despite these rent adjustments, OHA did not provide Ms. Moses with the opportunity to dispute a rent calculation.

80. In 2023, OHA brought two eviction cases against Ms. Moses, which are described below.

80.1. *Omaha Housing Authority v. Rhonda R. Moses*, Douglas County Court, Nebraska, CI 23-3316, filed on February 21, 2023, and dismissed on OHA's own motion on March 7, 2023; and

80.2. *Omaha Housing Authority v. Rhonda R. Moses*, Douglas County Court, Nebraska, CI 23-16917, which was filed on August 29, 2023, and dismissed on OHA's own motion on September 12, 2023. Ms. Moses moved out shortly afterwards.

81. Because of OHA's repeated actions to evict her for non-payment of rent, and failing to provide her with the opportunity to dispute the rent calculation, Ms. Moses felt she could no longer remain in public housing. In 2023, she surrendered her public housing and moved into private housing.

CLASS ACTION ALLEGATIONS

Class Information

82. This class action is brought on behalf of Plaintiffs Shernena Bush, Samantha Hansen, Santino Tap, and Rhonda Moses on behalf of themselves and others similarly situated pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

83. This class action is brought on behalf of two (2) separate classes: the Minimum Rent – Hardship Exemption Class, made up of current and former tenants who did not receive information or given an opportunity to apply for the hardship exemption; and the Adverse Action Class, made up of current and former tenants who were not informed of their right to request a hearing following an adverse action such as an initial or subsequent rent determination.

83.1. **Class 1 – Minimum Rent Class.** This class is defined as “All past and current public housing tenants of OHA who resided in those

units whose rent is now, has been during the last five (5) years, or will be set at the federally authorized minimum rent of \$50 per month.”

- 83.2. **Class 2 – Adverse Action Class.** This class is defined as “All past and current public housing tenants of OHA who resided in those units who received an initial rent determination or subsequent rent determination that did not advise tenants of their federally mandated right to request a hearing.

Certification of Class

84. **Numerosity.** The classes are so numerous that joinder of all members is impractical.

- 84.1. ***Minimum Rent Class.*** There are approximately 2,500 households in OHA’s public housing properties and all of them are entitled to have a lawful and effective hardship exemption policy and procedure in place should they experience a financial hardship. Currently, based upon a recent story in a local publication that OHA confirmed was accurate, approximately 30% of these units or 750 families are on minimum rent.
- 84.2. ***Adverse Action Class.*** There are approximately 2,500 public housing households, all of whom had a rental determination or rental redetermination and were entitled to a grievance procedure to ensure that their rent was correctly calculated.

85. For both classes, class members are individuals who would not have the time or resources to pursue their claims on their own.

86. **Commonality.** Common questions of fact and law affect each class:

86.1. ***Minimum Rent Class.***

86.1.1. Whether OHA violated the Housing Act by having a policy of not timely and effectively informing minimum rent tenants of their right to seek a hardship exemption;

86.1.2. Whether OHA denied minimum rent clients due process regarding their right to request a hardship exemption;

86.1.3. Whether OHA had a policy of evicting minimum rent tenants it knew or should have known were eligible for the hardship exemption, in violation of 42 U.S.C. § 1437a(a)(3)(B); and

86.1.4. Whether OHA breached its public housing lease with class members by determining rent amounts in violation of HUD regulations.

86.2. ***Adverse Action Class.***

86.2.1. Whether OHA violated the Housing Act by having a policy which failed to timely inform tenants who had a rent determination or redetermination of their right to request a hearing;

86.2.2. Whether OHA denied public housing tenants due process regarding their right to request a hearing for rent determinations or other charges against their accounts; and

86.2.3. Whether OHA breached its public housing lease with class members by not timely informing tenants who had a rent determination or redetermination of their right to request a hearing in violation of HUD regulations.

87. **Typicality & Adequacy.** Both classes of Plaintiffs' claims are typical as to those of the class and do not present claims that are unique to themselves. Plaintiffs' claims arise from the same policies that OHA had in place regarding each respective class for hardship exemptions and adverse actions. Almost all minimum rent tenants would have been affected by OHA's "on demand" hardship exemption policy and may have applied for a hardship exemption had they been informed about it. Likewise, all tenants in the adverse action class have a similar claim where they may have asked for review of their rent determination had they been aware of the right to request a hearing. Plaintiff class representatives and class counsel will fairly and adequately protect the interests of OHA public tenants in their respective classes. Named Plaintiffs do not have any interests that conflict with those of other class members. By filing this action, Plaintiffs have expressed an interest in vindicating their rights, as well as the rights of all those similarly situated. Plaintiffs are represented by experienced counsel.

88. **Injunctive & Declaratory Relief.** Pursuant to Rule 23(b)(2), OHA acted or refused to act on grounds that apply generally to both classes as a whole and final injunctive relief or declaratory relief is appropriate to each class. Without the issuance of injunctive relief, OHA will continue to financially benefit and tenants will continue to be forced to pay or owe overdue rent they were not required to pay, or they will be evicted.

89. **Predominance.** Pursuant to Rule 23(b)(3), there are several key common questions in this litigation, including whether OHA violated its residents' rights to due process by failing to take steps that were reasonably calculated to inform them of their right to request hardship exemptions to the minimum rent; whether OHA violated its residents' rights to due process by failing to timely inform them of their right to have an informal or formal grievance hearing when their rent is determined or redetermined; whether OHA's "only on request" for the hardship exemption policy violates the Housing Act, see 42 U.S.C. § 1437a(a)(3)(B); whether OHA violates the Housing Act by failing to effectively inform its residents of their right to request hardship exemptions or the procedures for exercising that right; whether OHA breached its public housing lease with class members by determining rent amounts in violation of HUD regulations; whether OHA denied public housing tenants due process regarding their right to request a hearing for rent determinations or other charges against their accounts; and whether OHA breached its public housing lease with class members by not timely informing tenants who

had a rent determination or redetermination of their right to request a hearing in violation of HUD regulations.

90. These common issues predominate over individualized questions such as the individual circumstances of each putative class member and the timing of their eligibility for any exemption to the minimum rent, making certification under Rule 23(b)(3) appropriate.

91. **Superiority.** A class action to resolve the issues presented by the two classes is superior to piecemeal resolution of claims.²⁶ All class members are low income and lack the resources to adjudicate their individual claims, where there would run a risk of disparate case results. OHA's policies have been uniformly applied to the two classes.

CAUSES OF ACTION

COUNT 1 - VIOLATION OF THE UNITED STATES HOUSING ACT (HARDSHIP EXEMPTION)

42 U.S.C. § 1983, 42 U.S.C. § 1437a(a), and 24 C.F.R. § 5.630(b)

92. All above allegations are renewed and incorporated here.

93. OHA is a "person" within the meaning of 42 U.S.C. § 1983.

94. Acting under the color of statutes, and its customs and policies, OHA has violated Plaintiffs' right to notice and consideration of the Hardship Exemption found under 42 U.S.C. § 1437a(a)(3) by:

²⁶ Rule 23(b)(3).

- 94.1. adopting and maintaining the “only on request” policy and thus failing to immediately grant hardship suspensions or exemptions when the facts warranting mandatory hardship suspensions or exemptions are known to OHA;
- 94.2. depriving public housing residents of meaningful and timely notice of their right to request a hardship exemption to the minimum rent; and
- 94.3. pursuing eviction actions against residents for nonpayment of the minimum rent.

95. As a result of Defendant’s actions, Plaintiffs and the class members they seek to represent have been injured and suffer continuing injuries

COUNT 2 – VIOLATION OF THE DUE PROCESS CLAUSE (HARDSHIP EXEMPTION)

96. All allegations above are renewed and incorporated here.

97. OHA is a “person” within the meaning of 42 U.S.C. § 1983.

98. The Due Process Clause of the Fourteenth Amendment prohibits a state from depriving “any person of life, liberty, or property, without due process of law ...” U.S. Const. amend. XIV, § 1.

99. Plaintiffs and class members have property rights in their leasehold interests, and in a system that produces a fair determination of their rent in times of financial hardship. As established by the Housing Act and its implementing regulations, 42 U.S.C. § 1437a(a)(3), 24 C.F.R. § 5.630, Plaintiffs have a legitimate

claim of entitlement to notice and consideration for a hardship exemption to the minimum rent requirement.

100. Defendant, acting under the color of state law, deprived Plaintiffs and class members of their right to request a hardship exemption by failing to notify tenants in a reasonable and timely manner of their right to apply for a hardship exemption and by failing to maintain a system of rent calculation that fairly and lawfully determines rent in times of financial hardship;

101. Defendant's actions have violated and continue to violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

102. The deprivations of Plaintiffs' rights are a consequence of Defendant's systemic policies, customs, and practices.

COUNT 3 – BREACH OF CONTRACT (HARDSHIP EXEMPTION)

103. All allegations above are renewed and incorporated here.

104. Plaintiffs and putative class members entered into valid and enforceable lease agreements with OHA.

105. At all times relevant to this Complaint, Plaintiffs and the putative class members materially abided by the terms and obligations of their lease agreements.

106. Defendant OHA breached its duties under the lease agreement and failed to correctly compute each Plaintiffs and putative class members' rent pursuant to the United States Housing Act and its implementing regulations.²⁷

²⁷ Id.

107. Defendant OHA's breach of the lease agreement injured Plaintiffs and putative class by failing to grant them the hardship exemption, forcing them to pay more rent than they could afford, resulting in their eviction or putting them at risk of eviction and forcing them to choose between paying erroneously computed rent and basic necessities.

COUNT 4 – VIOLATION OF UNITED STATES HOUSING ACT (ADVERSE ACTION)

42 U.S.C. § 1983, 42 U.S.C. § 1437d, and 24 C.F.R. § 966.4

108. All allegations above are renewed and incorporated here.

109. Defendant, acting under the color of statutes, ordinances, or regulations, has violated Plaintiffs and the putative class members' rights under 42 U.S.C. § 1437d, as implemented by 24 C.F.R. § 966.4, by failing to include information concerning the right to request a hearing for any adverse action including, but not limited to, rent determinations or rent re-determinations.

110. Defendant injured and continue to injure Plaintiffs and putative class members by failing to offer or inform them of their right to request a hearing to dispute adverse actions.

COUNT 5 - VIOLATION OF DUE PROCESS CLAUSE (ADVERSE ACTION)

111. All allegations above are renewed and incorporated here.

112. OHA is a "person" within the meaning of 42 U.S.C. § 1983.

113. The Due Process Clause of the Fourteenth Amendment prohibits a state from depriving “any person of life, liberty, or property, without due process of law”²⁸

114. Plaintiffs and class members have property rights in their leasehold interests, and in a system that gives them a right to an informal or formal hearing as a result of an adverse action, such as a rent determination or redetermination.²⁹

115. Defendant, acting under the color of state law, deprived Plaintiffs and class members of their right to request an informal or formal hearing by failing to notify tenants in a reasonable and timely manner of their right to request a formal or informal hearing when there is an adverse action;

116. Defendant’s actions have violated and continue to violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

117. The deprivations of Plaintiffs’ rights are a consequence of Defendant’s systemic policies, customs, and practices.

COUNT 6 - BREACH OF CONTRACT (ADVERSE ACTION)

118. All allegations above are renewed and incorporated here.

119. Plaintiffs and putative class members entered into valid and enforceable leases agreements with OHA.

120. At all times relevant to this Complaint, Plaintiffs and putative class members materially abided by the terms and obligations of their lease agreements.

²⁸ U.S. Const. amend. XIV, § 1.

²⁹ 42 U.S.C. § 1437d(k); 24 C.F.R. § 966.4(c)(4).

121. Under these lease agreements, Plaintiffs and putative class members' rent was to be determined "by OHA in compliance with HUD regulations and requirements and in accordance with OHA's Admissions and Policy."³⁰

122. Defendant OHA breached its duties under the lease agreement and failed to inform Plaintiffs and putative class members of their right to request a hearing "regardless of whether the tenant's rent is decreased or increased."³¹

123. Defendant OHA's breach of the lease agreement injured Plaintiffs and putative class members by failing to inform them of their right to request a hearing for adverse actions such as rent determinations or redeterminations.

REQUESTS FOR RELIEF

124. Plaintiffs respectfully request the Court:

124.1. Declare that Defendant OHA policies regarding the hardship exemption violate the United States Housing Act;

124.2. Declare that Defendant OHA's policies regarding the hardship exemption violate the Due Process Clause of the Fourteenth Amendment of the United States Constitution;

124.3. Declare that Defendant OHA's hardship exemption policies breached its duties under Plaintiffs' and putative class members' lease agreements;

³⁰ Exhibit A, Housing Authority of the City of Omaha Residential Lease Agreement, p. 2, ¶ 5.

³¹ *Id.*, p. 4, ¶ d.

- 124.4. Declare that Defendant OHA's failure to include notice of Plaintiffs' and putative class members' right to hearing in adverse actions, including rent determinations, violate the United States Housing Act;
- 124.5. Declare that Defendant OHA's failure to include notice of Plaintiffs' and putative class members' right to hearing in adverse actions, including rent determinations, violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution;
- 124.6. Declare that Defendant OHA's failure to include notice of Plaintiffs' and putative class members' right to a hearing in adverse actions, including rent determinations, violated Plaintiffs' and putative class members' lease agreements;
- 124.7. Enter a preliminary and permanent injunction, without bond (or upon a nominal bond), enjoining Defendant from continuing to have in place its "only on request" policy for the hardship exemption, from failing to suspend or grant a hardship exemption from the minimum rent when it knows of circumstances justifying the suspension or exemption, and from requiring any public housing resident to pay the minimum rent without first providing that resident with adequate and timely

notice of the right to request, and the procedure for requesting, a hardship exemption to the minimum rent requirement;

124.8. Enter a preliminary and permanent injunction, without bond (or upon a nominal bond), enjoining Defendant from terminating any public housing resident's lease agreement for nonpayment of the minimum rent and requiring Defendant to withdraw any pending eviction actions and associated terminations of assistance based on nonpayment of the minimum rent;

124.9. Enter a preliminary and permanent injunction, without bond (or upon a nominal bond), enjoining Defendant from taking any adverse action against tenants, including for rent determination or rent redetermination, without providing tenants with an adequate and timely notice of an opportunity for an informal or formal hearing;

124.10. Enter a preliminary and permanent injunction, without bond (or upon a nominal bond) enjoining Defendants from terminating any public housing resident's lease agreement for nonpayment of rent and requiring Defendant to withdraw any pending eviction actions and associated terminations of assistance based on nonpayment of rent until timely and adequate notice of an opportunity to request an informal or formal hearing is issued;

124.11. Enter an order requiring Defendant to:

124.11.1. Notify Plaintiffs' and the putative adverse action and minimum rent classes of their right to the hardship exemption and of their right to request an informal or formal hearing regarding an adverse action, including but not limit to a rent increase;

124.11.2. Recalculate Plaintiffs' and putative *minimum rent class* members' rent and refund them the difference between minimum rent and the rent they actually owed if they had applied for the hardship exemption;

124.11.3. Recalculate Plaintiffs' and putative *adverse action class* members for the difference between what they were charged in rent and what they would have paid had they been given an opportunity to have a grievance informal or formal hearing;

124.11.4. Refund any and all associated late fees, attorneys' fees, and any other charges and fees associated with nonpayment of rent; and

124.11.5. File satisfaction of money judgments, stipulations, or agreed orders in eviction cases based upon nonpayment of rent the tenants did not owe under such recalculation.

- 124.12. Award Plaintiffs' reasonable costs and attorneys' fees for this action pursuant to 42 U.S.C. 1988;
- 124.13. Certify the Rule 23(b)(2) class defined above and appoint the undersigned counsel as class counsel;
- 124.14. Certify the Rule 23(b)(3) class defined above and appoint the undersigned counsel as class counsel;
- 124.15. Award Plaintiffs an incentive award for their time and service as class representatives;
- 124.16. Any other relief the Court deems equitable and just.

JURY DEMAND

125. Plaintiffs respectfully request a trial by jury.

June 27, 2024

Plaintiffs and putative classes,

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On behalf of the Plaintiffs
And putative classes

HOUSING AUTHORITY OF THE CITY OF OMAHA RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the **Housing Authority of the City of Omaha** (herein called "OHA"), and (list head of household and co-head, if any):

[REDACTED]

(herein called the "Tenant"), and becomes effective as of this date [REDACTED].

1) **Unit:** That OHA leases to Tenant the dwelling unit located at:

[REDACTED] 5 _____

(and hereinafter called the "Premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: p [REDACTED].

2) **Household Composition:** The Tenant's household is composed of the individuals listed below. All members of the household age 18 and over shall execute the Lease.

Legal Name	Date of Birth

3) **Term:** The term of this Lease begins [REDACTED] for twelve months. This Lease expires [REDACTED]. Unless otherwise modified or terminated in accordance with the terms of this Lease, or unless the family fails to comply with the community service and self-sufficiency requirement as set forth in this Lease, or unless the family is determined to be over income for 24 consecutive months, this Lease shall automatically be renewed for successive terms of twelve months.

4) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.

a) **Additions to the Household:** Any additions to the household members named on the Lease (including live-in aides and foster children), but excluding natural births, legal adoptions and court-awarded custody, require the advance written approval of the OHA. Such approval will be granted only if the new family members pass the OHA's screening criteria. Permission to add live-in aides and foster children shall not be unreasonably refused.

b) **Deletion from the Household:** Deletions, for any reason, from the household members named on the lease shall be reported by the Tenant to OHA in writing within ten (10) days of the occurrence. An employed head, spouse, or cohead absent from the unit more than 180 consecutive days will be removed from the lease.

c) **Visitors:** A Tenant family must notify OHA when guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period. A family may request an exception to these time limits for valid reasons (such as care of a relative recovering from a medical procedure). OHA may require documentation in order to approve the presence of guests beyond the time limits. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near OHA premises.

_____ [REDACTED]

- i) Unauthorized Occupants are considered person residing in a unit who is not included on the lease in the composition of the household as approved by OHA, or who is not a guest, is considered an unauthorized occupant.
- d) **Temporary Absences:** Tenant must notify OHA in advance if they will be away from the premises for more than seven consecutive days.
- e) **Pets:** Tenant must comply with OHA's pet ownership polices incorporated into the lease through the attached addendum. Tenants are permitted to keep certain household pets in their dwelling units, subject to pet policies. Tenant agrees to comply with OHA's pet rules. A violation of OHA's pet rules may be grounds for removal of the pet, or termination of the pet owner's tenancy, or both.
- f) **Legal Profit-Making Activities:** With the prior written consent of OHA, members of the household may engage in legal profit-making activities in the dwelling unit. OHA may evaluate and/or revoke this consent at its discretion at any time.

5) **Rent:**

Initial rent shall be \$ [REDACTED] per month and shall be payable in advance on the 1st day of each month and shall be delinquent after the 7th day of said month. Rent for partial months will be pro-rated. Partial rent for the first month, if applicable, shall be \$ _____.

This is the flat rent for the Premises

This rent is based on the income and other information reported by the Tenant

The rent amount is stated in this Lease shall remain in effect unless adjusted by the OHA in accordance with Section 10 herein. The amount of the Tenant Rent shall be determined by the OHA in compliance with HUD regulations and requirements and in accordance with OHA's Admissions and Occupancy Policy.

6) **Utilities and Appliances:**

a) **OHA-Supplied Utilities:** If indicated by an (X) below, OHA provides the indicated utility as part of the rent for the Premises:

Electricity Natural Gas Water/Sewer/Trash

OHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

b) **OHA Supplied Appliances:** If indicated by an (X) below, OHA shall provide the following appliances for the premises:

Cooking Range/Oven Refrigerator Dishwasher Microwave

Washer/Dryer Window/Portable Air Conditioner: _____ (number provided)

Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the written approval of OHA. A monthly service charge may be assessed for additional appliances.

c) **Tenant-Paid Utilities:** If indicated by an (X) below, the Tenant shall supply the following utilities:

Electricity Natural Gas Water Sewer/Trash

- i) For tenants paying an income-based rent, if the tenant pays OHA for individually-metered utilities or pays his or her utilities directly to the utility supplier, OHA must subtract a utility allowance from the Total Tenant Payment (TTP) to determine the amount of tenant rent. The amount of the allowance is \$ _____.

Tenant's income-based rent is NOT less than the utility allowance,

Tenant's income-based rent is less than the utility allowance, therefor Tenant shall receive a utility reimbursement of \$ _____ per month. Utility Reimbursements shall be paid to the utility supplier and/or the Tenant monthly. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- ii) OHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.
- iii) Tenant agrees to pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

d) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by OHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

7) **Security Deposit:** Tenant agrees to pay \$ _____ as a security deposit, an amount equal to one month's Total Tenant Payment or Flat Rent. The Security Deposit shall be payable upon execution of this Lease, or as otherwise outlined in promissory agreement.

- a) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by OHA. The return of a security deposit shall occur within 14 days after termination of the rental agreement.
- b) OHA will use the Security Deposit at the termination of this Lease:
 - 1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, or guests.
 - 3) If any deductions are made, OHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

8) **Other Charges:** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. Other charges can include:

- a) **Late Charges:** A late fee of \$35 is assessed if rent is not received by the seventh (7th) day of each month, in accordance with the Admissions and Continued Occupancy Plan (ACOP). The late fee shall become due and payable two weeks after OHA gives written notice of the charges.
- b) **Insufficient Funds Charge:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$35.00 (or equivalent of bank charge, whichever is higher) will be charged to the Tenant. The fee will be due and payable 14 days after billing. This fee is in addition to the late fee if not paid in full by the seventh.
- c) **Maintenance costs** - The cost for services and/or repairs due to damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When OHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by OHA, or for work not listed on the Schedule of Maintenance Charges, based on actual cost to OHA for the labor and materials needed to

complete the work, including overtime rates if applicable. These charges shall become due and payable two weeks after OHA gives written notice of the charges.

- a) **Charges for Excess Appliances:** (Not applicable to tenants who pay utilities directly to utility supplier): An additional monthly charge for each month of occupancy for each excess appliance on the premises, as referenced in the Schedule of Maintenance Charges, will be due, which may include the following:
- X Additional Air Conditioners X Freezer X Second Refrigerator
- b) **Charges for Excess Utilities:** (Not applicable to tenants who pay utilities directly to utility supplier): At developments where utilities are provided by OHA and individually metered, a charge shall be assessed for excess utility consumption. A Schedule of Special Charges for Utilities is posted in development offices and can be furnished to tenants on request. Charges for excess utility consumption are not due and collectible until two weeks after OHA gives written notice of the charges.
- 9) **Payment Location:** Rent and other charges can be paid online or at the drop box located at the Property Management Office or other designated location identified by written notice from OHA. OHA will not accept cash. OHA will not accept personal checks for rent that is delinquent. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.
- 10) **Re-determination of Rent, Dwelling Size, and Eligibility.** The rent amount as listed in this Lease is due each month until changed as described below:
- a) **Reporting Changes:** All changes in family composition must be reported to OHA within ten (10) days of the occurrence. Failure to report within the ten (10) days may result in a retroactive rent charge.
- b) **Verifications:** Tenant agrees to supply OHA with accurate and timely information about family composition, age of family members, income and source of income of all family members, assets, community service activities and related information necessary to determine eligibility, annual income, adjusted income and rent. Failure to supply such information when requested is a serious violation of the terms of this Lease, and OHA may terminate this Lease.
- All information must be verified. Tenant agrees to comply with OHA's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. This information will be used by OHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
- c) **Annual Reviews:** The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years at the annual recertification. Tenants shall have the right to choose the type of rent they prefer annually (flat rent or income based).
- c) **Interim Reviews:** Rent may change during the period between regular re-examinations when:
- i) Tenant reports a change in his/her circumstances. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence. (Failure to report an income increase within ten (10) days may result in a retroactive rent charge.)
- ii) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. OHA then may apply an increase in rent, retroactive to the first of the month following the month in which the misrepresentation occurred.
- iii) Rent formulas or procedures are changed by Federal law or regulation.
- d) **Final Determinations:** Tenant is entitled to an explanation of OHA's determination of rent or the family's obligation to transfer. Tenant may request a hearing under OHA's grievance procedure if he or she disagrees with OHA's determination or

proposed course of action. The tenant has a right to request a grievance hearing regardless of whether the tenant's rent is decreased or increased.

11) **Rent Adjustments:** Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

- a) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations.
- b) In the case of a rent increase (when reported within ten days of the change), the increase will become effective the first (1st) day of the month following 30 days written notice of the rent increase. In the case of Tenant caused delays in complying with OHA's recertification processes, rent increases may be retroactive to the annual review date and the Tenant may not receive a 30-day notice of the rent increase.
- d) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, an increase in income or assets within 10 days of the occurrence, OHA shall apply the increase in rent retroactive to the first (1st) day of the month following the month in which the change occurred.
- e) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day (1st) of the second (2nd) month following the month in which OHA notifies the Tenant of the law or regulatory change;
- f) The Tenant is entitled to an explanation of how the amount is computed by OHA. Rent redeterminations are subject to the Grievance Procedure. The tenant has a right to request a hearing if they disagree with the OHA's determination.

12) **Community Service and Self-Sufficiency Requirement**

- a) Pursuant to the Quality Housing Welfare to Work Act ("QHWRA"), OHA's community service requirements mandate that each non-exempt Tenant eighteen (18) years or older shall contribute eight (8) hours per month of some combination of community service (not including political activities) and/or participation in the economic self-sufficiency program, as defined in the Admissions and Continued Occupancy Policy.
 - i) Exemption is provided subject to the specific requirements as described in the OHA's Admissions and Continued Occupancy Policy.
 - ii) Tenant must immediately notify the OHA of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemptions.
- b) The OHA shall determine annually if non-exempt adult Tenants are in compliance. OHA will provide written notification to the tenant of noncompliance. For any household found not in compliance, this Lease shall not be renewed at the end of the twelve-month lease, unless:
 - i) The head of the household and any other non-compliant Tenant, before the expiration date, enter into a work-out agreement to make up the uncompleted hours as well as any additional required hours with in the next twelve (12) month period (such agreement shall not be extended beyond one year), or
 - ii) The family provides written assurance satisfactory to the OHA that the non-compliant Tenant no longer resides in the unit.

13) **Transfers**

- a) **OHA Required Transfers:** OHA may require that a Tenant transfer to another unit under some circumstances, including the following:
 - i) Upon written notice from OHA, Tenant agrees to transfer to a appropriately sized unit if OHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs;

- ii) OHA may move a Tenant into another unit if it is determined necessary to rehabilitate, sell, or demolish Tenant's unit;
 - iii) A Tenant without disabilities who is housed in an accessible or adaptable unit agrees to transfer to a unit without such features should a Tenant with disabilities need the unit;
 - iv) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by OHA. If Tenant refuses to move, OHA may terminate the Lease;
 - v) Involuntary transfers are subject to the grievance procedure, and no such transfers may be made until either the time to request a grievance has expired or the procedure has been completed;
- b) **Tenant Requested Transfers:** OHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- i) If a Tenant makes a written request for special unit features in support of a documented disability, OHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, OHA may transfer Tenant to another unit with the features requested;
 - ii) Tenant requested transfers, other than those made to accommodate a disability, may be subject to paying a transfer fee.
- 14) **Terms and Conditions – OHA Obligations:** The following terms and conditions of occupancy are made a part of the Lease. OHA shall be obligated:
- a) To maintain the dwelling unit and the Property in decent, safe, and sanitary condition;
 - b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - c) To make necessary repairs to the dwelling unit;
 - d) To keep property, building, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
 - e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by OHA;
 - f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the Premises by Tenant;
 - g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
 - h) To notify Tenant of the specific grounds for any proposed adverse action by OHA. Such adverse actions include, but are not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
 - i) When an adverse action is proposed, the notice of the proposed adverse action must inform the Tenant of his/her right to request a grievance hearing according to OHA's grievance procedures (unless otherwise precluded).

- ii) In the case of a lease termination, HUD considers a notice of lease termination that complies with HUD regulations to be an adequate notice of proposed adverse action.
 - iii) In the case of a proposed adverse action other than a proposed lease termination, OHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
 - iv) In the case of lease bifurcations as a result of domestic violence, dating violence, sexual assault, or stalking, OHA must implement this according to the procedures prescribed by federal, state, or local law for termination of leases. In compliance with HUD's final rule implementing VAWA, where the individual who was evicted or whom assistance was terminated was the lease holder, OHA must provide any remaining tenant or tenants reasonable time to establish eligibility for the same covered housing program or find alternative housing. OHA may not initiate eviction procedures until 30 days after the lease bifurcation.
 - v) OHA is obligated to fill accessible units with individuals who need accessible features. If Tenant is in an accessible unit and does not have a disability requiring the accessibility features of the unit, OHA may require the Tenant via a lease term, to move to a non-accessible unit when one becomes available.
- 15) **Terms and Conditions – Tenant's Obligations:** The following terms and conditions of occupancy are made a part of the Lease. Tenant shall be obligated:
- a) Not to assign the Lease, nor sublease the dwelling unit:
 - i) Not to give accommodation to boarders, lodgers (for example through short-term rentals) or any person who has violated OHA's policies and procedures. Boarders and lodgers are not to be confused with guests and are not permitted to occupy a unit or move in with any family occupying a unit.
 - ii) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of OHA.
 - b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in this Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family so long as OHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit;
 - c) To comply with the requirements of applicable state and local building or housing codes, materially affecting the health and/or safety of Tenant and household;
 - d) To abide by necessary and reasonable regulations promulgated by OHA for the benefit and well-being of the housing project and tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease;
 - e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition;
 - f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by OHA;
 - g) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators. This includes, but is not limited to, refraining from splicing, stealing, running extension cords or other wiring throughout the property to produce utility connections;
 - h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or Property;

- i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, Property buildings, facilities, or common areas caused by Tenant, household members or guests;
- j) To act, and cause household members or guests to act in a manner that will not disturb the peaceful enjoyment of accommodations by any other Tenants, neighbors, or persons residing in the immediate vicinity of the premises and will be conducive to maintaining all OHA properties in a decent, safe, and sanitary condition;
- k) To act in a cooperative manner with neighbors, OHA staff and contractors. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and OHA staff;
- l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of OHA's public housing premises by other Tenants, OHA employees, agents of OHA, or persons residing in the immediate vicinity of the premises;
 - ii) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. For the purposes of this Lease, the term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act. and/or Nebraska Law;
 - iii) Any smoking of prohibited tobacco products in restricted areas or in other outdoor areas designated as smoke-free by OHA;
- m) To ensure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or the right to peaceful enjoyment of the premises by other Tenants;
- n) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Nebraska anywhere on the property of OH;
- o) To make no alterations or repairs to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of OHA. To make no changes to locks or install new locks on exterior doors without OHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (with the exception of a reasonable number of picture hangers) without authorization by OHA;
- p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises;
- q) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
- r) To refrain from erecting or hanging radio/television antennas or satellite dishes on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by OHA with the written approval from OHA;
- s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of OHA;
- t) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any

nature in the dwelling unit or on the grounds of any OHA development except in accordance with the OHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal. Written approval is required for a dog or a cat;

- u) To remove from OHA property any vehicle without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by OHA. Any inoperable or unlicensed vehicle as described above will be removed from OHA property at Tenant's expense. Automobile repairs are not permitted on the project site;
- v) To remove any personal property left on OHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 14 days shall be considered abandoned and will be disposed of by OHA in accordance with the Nebraska Housing Agency Act. Costs for storage and disposal shall be assessed against the former tenant;
- w) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY OHA PROMPTLY OF A KNOWN REPAIR NEEDED TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to damage that occurs;
- x) To give prompt prior notice to OHA of Tenant's leaving the dwelling unit unoccupied for any period exceeding 7 calendar days;
- y) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease;
- z) To ensure that all guests are escorted by a Tenant while in the common areas (including but not limited to lobbies, halls, community rooms and offices) of OHA buildings. Tenants shall be held responsible for the conduct of their guests;
- za) To ensure that all controlled access cards are used only by authorized Tenants as listed on this Lease. Tenants must report lost or stolen cards to the Property Manager or other appropriate OHA personnel within 24 hours;
- zb) Tenants shall take any and all reasonable steps to exclude Trespassed ("Banned and Barred") Persons from OHA property. If it is determined that a Tenant or member of the Tenant's household invites, facilitates or permits a Trespassed Person to enter OHA property, it will be considered to pose a threat to the health, safety and welfare of other Tenants, OHA employees and/or persons residing in the immediate vicinity of the premises;
- zc) For tenants residing in scattered-site single family houses or duplexes, tenants must perform seasonal maintenance or other minor maintenance tasks. OHA will exempt tenants who are unable to perform such tasks because of age or disability when an approved reasonable accommodation exists that exempts the tenant from the requirement.

If a tenant is unwilling or unable to perform the maintenance tasks, OHA can charge a fee for OHA to perform the task, as outlined in the approved Maintenance Charges. This fee is separate and apart from rent, and tenants who are exempt because of disability are not charged.

The following maintenance tasks are to be performed by the tenant:



- Cutting grass & trimming bushes
- Shoveling snow from sidewalks and driveways withing 24 hours of the end of snowfall
- Putting down salt for ice
- Raking leaves and picking up branches
- Treating for weeds and watering the lawn
- Maintaining yards free of trash or litter
- Cleaning the gutters

16) **Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

a) **OHA Responsibilities:**

- i) OHA shall be responsible for repair of the unit within a reasonable period of time. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant;
- ii) If repairs cannot be made within a reasonable time, OHA shall offer the Tenant standard alternative accommodations, if available;
- iii) In the event repairs cannot be made by OHA and alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members or guests;
- iv) If OHA determines that the dwelling unit is unlivable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated;
- v) If the dwelling unit damage creates conditions that might expose the Tenants to lead-based paint hazards, OHA shall take additional steps to ensure their safety while repairs are being made. Additionally, if OHA relocates the family due to any type of damage, and lead-based paint hazards were being controlled in the family's unit prior to the damage, the temporary unit shall be free of lead-based paint hazards.

b) **Tenant Responsibilities:**

- i) Tenant shall immediately notify OHA management of the damage;
- ii) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by OHA, during the time in which the defect remains uncorrected;
- iii) Tenant shall accept any replacement unit offered by OHA.

17) **Move-in and Move-out Inspections:** OHA will inspect the unit prior to move-in and at move-out.

- a) **Move-In Inspection:** OHA and Tenant or their representatives shall inspect the dwelling unit prior to occupancy by Tenant. OHA will give Tenant a written statement of the condition of the dwelling unit and note any equipment provided with the unit. The statement shall be signed by OHA's staff and Tenant. Any deficiencies noted on the inspection report will be corrected by OHA's staff within 30 days of move-in;
- b) **Move-Out Inspection:** OHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless Tenant vacates without notice to OHA.

18) **Entry of Premises During Tenancy:** OHA may enter a dwelling unit during a Tenant's occupancy under specified circumstances.

a) **OHA's Responsibilities:**



- i) OHA shall give Tenant at least a forty-eight (48) hour written notice that OHA intends to enter the unit. OHA may enter only at reasonable times;
- ii) OHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists;
- iii) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, OHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

a) **Tenant Responsibilities:**

- i) Tenant agrees that the duly authorized agent, employee, or contractor of OHA will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing;
- ii) When Tenant calls to request maintenance on the unit, Tenant's request for maintenance shall constitute permission to enter.

19) **Notice Procedures:**

- a) **OHA Responsibility:** Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit;
 - i) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned;
 - ii) If Tenant is visually impaired, all notices must be in an accessible format.
- b) **Tenant Responsibility:** Any notice to OHA must be in writing, delivered to the property management office or to OHA's central office, or sent by prepaid first-class mail, properly addressed.

20) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, then OHA will terminate the Lease.

21) **Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by OHA and Tenant:

- a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease. Such serious or repeated violation of terms shall include but not be limited to:
 - i) The failure to pay rent or other payments when due;
 - ii) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - iii) Failure to fulfill household obligations, as described in tenant obligations;
 - iv) Failure to fulfill household obligations, as described in rent determinations.
- b) Being over the income limit for the program, as provided in 24 CFR 960.261.
 - i) Families exceeding the over-income limit for 24 consecutive months will be terminated from Public Housing program within no more than six months after the 24-month over income period.
- c) Other good cause. Other good cause includes, but is not limited to, the following:
 - i) Discovery after admission of facts that made the tenant ineligible;



- ii) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- d) Failure to accept OHA's offer of a lease revision to an existing lease: that is on a form adopted by OHA in accordance with HUD regulations; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family;
- e) If an individual was subject to a lifetime sex offender registration requirement, but received housing assistance in error under the Public Housing program, OHA must take immediate action to terminate the tenancy of the sex offender, as the individual is ineligible and would not have been provided assistance but for an oversight by OHA or false representation by the applicant.
- f) Criminal activity or drug or alcohol abuse as described below;
 - i) OHA shall immediately initiate the lease termination process to terminate tenancy if OHA determines that any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
 - ii) Drug-related criminal activity engaged in, on or off the premises by any tenant, member of the tenant's household, or current guest is grounds for OHA to take action to terminate tenancy;
 - iii) OHA may evict a family when OHA determines that a household member is illegally using a drug or when a pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
 - iv) Criminal activity by a tenant, household member, current guest, or other person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or threatens the health, safety, or right to peaceful enjoyment by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy pursuant to Federal statute and regulations;
 - v) OHA may terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a felony or attempted felony (or, in New Jersey, a high misdemeanor) or violating a condition of probation or parole imposed under state or federal law;
 - vi) OHA may terminate tenancy if OHA determines that a household member has engaged in alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- g) In deciding to evict for criminal activity, OHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, OHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. OHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- h) Incidents of domestic violence, including:
 - i) Construing incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking is considered a serious or repeated violation of the lease or good cause for termination of the tenancy, occupancy rights of, or assistance to the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking; and

ii) Termination of tenancy, occupancy rights, or assistance to the victim because of criminal activities directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the tenant's household, or any guest, or other person under the tenant's control is prohibited, if the tenant or affiliated individual of the tenant is the victim or threatened victim.

i) OHA may evict Tenant from the unit only by bringing a court action.

22) **Termination Notice:**

a) Tenant may terminate this Lease at any time by giving a thirty (30) day written notice as described in Section 19 above.

b) OHA shall give written notice of the proposed termination of the Lease of:

i) Fourteen (14) days in the case of failure to pay rent;

ii) Three (3) days for criminal activity or any activity that threatens the health, safety and welfare of other Tenants, OHA employees, or persons residing in the immediate vicinity of the premises;

iii) Fourteen (14) days if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months;

iv) Thirty (30) days in any other case.

c) The notice of termination to Tenant shall state specific reasons for the termination. It shall also inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine OHA documents directly relevant to the termination or eviction:

i) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with, the notice of Lease termination under this Section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and legal fees;

ii) When OHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with OHA's grievance procedures;

1) The tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed;

iii) When OHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and OHA has decided to exclude such grievance from the OHA grievance procedure, the notice of Lease termination shall:

1) State that Tenant is not entitled to a grievance hearing on the termination;

2) Specify the judicial eviction procedure to be used by OHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

3) State whether the eviction is for a criminal activity that threatens the health or safety of Tenants or staff or for drug-related criminal activity.

d) When OHA evicts a Tenant from a dwelling unit for criminal activity, OHA shall notify the local post office serving that dwelling that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

- 23) **Grievances:** OHA's grievance procedure is outlined in the Admissions and Continued Occupancy Plan and available at development offices, to be furnished to Tenants upon request. Any disputes between OHA and the Tenant about the obligations of the Tenant or OHA must be resolved in accordance with OHA's grievance procedure.
- 24) **Modifications:** Modifications to this Lease require a written agreement signed by OHA and the tenant, except for changes due to redetermination of rent or family composition and revisions to OHA documents incorporated into the lease by reference.
- 25) **Waiver:** No delay or failure by OHA in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON THE LEASE.)

Tenant certifies that no members of my household, have committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to OHA before execution of the Lease, or before OHA's approval for occupancy of the unit by the household member.

Tenant further certifies that all information or documentation submitted by myself or other household members to OHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

ATTACHMENTS:

If indicated by an (X) below, OHA has provided the Tenant with the information:

- Lead Paint Warning and Disclosure (and any available records)*
- Lead Hazard Information Pamphlet*
- Smoke Free Addendum
- Pet Policy
- Rules of Occupancy
- Schedule of Maintenance Charges

Other: _____

** Housing exempt from lead-based paint requirements includes housing that: has been certified as lead-based paint free; was constructed after January 1, 1978; is designated exclusively elderly or persons with disabilities (not if a child or children under 6 live or are expected to live in the housing); or is a zero-bedroom dwelling unit (not exempt if a child or children under 6 live or are expected to live in the housing)*

PROPERTY MANAGEMENT OFFICE HOURS: 8:00 A.M. TO 4:30 P.M., MON-FRI

ADDRESS: _____ **PHONE:** _____

MAINTENANCE REQUESTS: www.myportal.ohauthority.org

EMERGENCY MAINTENANCE REQUESTS: (402) 536-3600 (follow prompts for property management)

AFTER HOURS MAINTENANCE REQUESTS: (402) 978-8671

HEAD OF HOUSEHOLD: [REDACTED] DATE: [REDACTED]
PRINT NAME OF HEAD OF HOUSEHOLD: [REDACTED]
ADULT HOUSEHOLD MEMBER: _____ DATE: _____
ADULT HOUSEHOLD MEMBER: [REDACTED] DATE: [REDACTED]
MANAGER: [REDACTED] D [REDACTED]



HOUSING AUTHORITY OF THE CITY OF OMAHA & HOUSING IN OMAHA, INC.

SMOKE-FREE ADDENDUM TO THE TENANTIAL LEASE AGREEMENT

This Addendum to the Tenantial Lease Agreement ("Addendum") is incorporated into and shall be deemed to amend and supplement the Tenantial Lease Agreement ("Lease") made by the undersigned Tenant(s) and the Housing Authority of the City of Omaha (OHA) or Housing in Omaha, Inc. (HIO) or its affiliate organizations. This Addendum shall not alter any existing responsibility, obligation, or provision of the Lease, unless expressly stated herein.

The purpose of this Addendum is to designate all OHA and HIO dwelling units, buildings, grounds, and offices as smoke-free effective July 1, 2018. Smoking is prohibited on all property owned or managed by OHA or HIO, except any area of the grounds specifically designated as a smoking area.

The Tenant shall be obligated to assure that Tenant, members of the tenant's household, guests, service persons, and any other persons under the Tenant's control, shall not engage in any smoking of prohibited tobacco products in the dwelling unit, inside any OHA or HIO building, or on the grounds of any OHA or HIO property. Restricted areas where smoking is prohibited include, but are not limited to, the dwelling unit, all indoor areas of public housing buildings and appurtenances, hallways, community facilities, rental and administrative offices, laundry rooms, grounds, and parking lots.

For the purposes of this Addendum, "smoke" or "smoking" means the lighting of any cigarette, cigar, pipe, water pipe, or other smoking material; or the possession of any lighted cigarette, cigar, pipe, water pipe, or other smoking material, regardless of its composition. The use of electronic nicotine delivery systems such as e-cigarettes, nicotine inhalers, and vaping devices is permitted in public housing units but is prohibited in common areas and in outdoor areas in which smoking is prohibited.

Repeated violation of the smoke-free policy will be considered a breach of the Lease and cause for termination of tenancy.

OHA's and HIO's smoke-free policies prohibit smoking in restricted areas. However, OHA and HIO do not guarantee a smoke-free environment.

I/we understand this lease addendum and agree to comply with all of the above statements.

HEAD OF HOUSEHOLD: 

PRINT NAME OF HEAD OF HOUSEHOLD: 

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

MANAGER: _____ DATE: _____

HOUSING AUTHORITY OF THE CITY OF OMAHA & HOUSING IN OMAHA, INC.

PET, SERVICE ANIMAL AND SUPPORT ANIMAL LEASE ADDENDUM

OHA's policies on the keeping of pets and describes the criteria and standards pertaining to OHA's legitimate interest to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of OHA. Tenants of every OHA development are permitted to own and keep common household pets, in accord with OHA policies and these rules.

In addition, persons with disabilities have the right under fair housing and civil rights laws to own and keep a service animal or support animal when the animal is necessary due to disability-related needs. Tenants must request approval through OHA's accommodation of disabilities process for an animal to be considered a service animal or support animal. Service animals and support animals are not considered pets and thus are exempted from certain pet policies. With the exceptions stated below, owners of service animals or support animals are required to follow OHA's policies and these rules. Persons with disabilities may request an accommodation of disabilities from any OHA staff or OHA office.

Animals Permitted as Pets: Tenants may own a maximum of 2 types of pets, only 1 of which may be a dog or cat. Animals that are permitted as pets include the following:

- **Dogs:** Maximum number: One. Maximum adult weight: 25 pounds. Must be housebroken. OHA will not approve any dogs restricted by Omaha city code Section 6-163
- **Cats:** Maximum number: One. Must be trained to use a litter box.
- **Birds:** Maximum number: Two. Birds must be enclosed in a cage at all times.
- **Fish:** Maximum aquarium size: 20 gallons.
- **Hamsters, Gerbils, and Guinea Pigs:** Maximum number: Two. Must be enclosed in an acceptable cage at all times. Must have all inoculations as required by state or local law.

Restrictions on Animals Permitted: Animals that are not permitted as pets include:

- Rabbits; chickens, reptiles; mice, rats, and other rodents (with the exception of hamsters, gerbils, and guinea pigs); insects; arachnids; wild animals or feral animals; pot-bellied pigs
- Animals used for commercial breeding
- Any animal whose adult weight will exceed 25 pounds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Registration for Dogs & Cats (Including Service Animals & Support Animals):

- Every dog and cat be registered with OHA before it is brought onto OHA premises. This requirement applies to service animals and support animals, as well as pets. The following documentation is required for OHA registration:
 - Completed OHA pet registration form
 - Proof of the animal's current licensing with the Nebraska Humane Society
 - Documentation signed by a licensed veterinarian or state or local authority that the pet has received all inoculations required by state or local law and that the pet is spayed or neutered (or in the case of underage animals, within 30 days of the pet reaching 6 months of age). The requirement to be spayed or neutered only applies to pets, not apply to service or support animals
- Documentation must be renewed annually in April of each year.

Denial of Pet Approval:

- OHA will not approve a pet if:
 - The pet does not meet OHA's pet standards for type and number of pets
 - Keeping the pet would violate any pet restrictions listed in these policies
 - The pet owner fails to provide complete pet registration information, or fails to update the registration annually
 - The pet owner has failed to properly care for an animal or manage pet ownership responsibilities, including but not limited to evidence that the pet owner has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet, or has been prohibited from future pet ownership due to pet rule violations or a court order
 - The pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

- If OHA refuses to approve a pet, OHA will provide written notice of the refusal. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision

Deposits, Fees, & Other Charges:

- **Deposits:** For dogs & cats that are pets, OHA requires a refundable pet deposit of \$200. The pet deposit does not apply to service animals and assistance animals.
 - The pet deposit shall be applied only to expenses directly attributable to the presence of the pet and will not be applied to other non-pet maintenance charges or damages. No refund of the pet deposit will be made until the dwelling unit has been inspected by OHA.
- **Pet Fees:** In general occupancy developments, OHA also requires a pet fee of \$10/mo. The pet deposit & pet fee do not apply to service animals and assistance animals.
- **Pet Related Damages:**
 - Charges for pet waste removal (\$20.00 per occurrence)
 - The cost of repairs and replacements to the Tenant's dwelling unit
 - Repairs to common areas of the project
 - Flea and pest elimination

Rules for Care and Management of Animals

1. **Threats to Health, Safety, & Welfare of Others:** OHA will not approve any animal, and may require the removal of any animal, when OHA has reliable objective evidence that the specific animal would pose a direct threat to the health, safety, or welfare of others.
2. **Cleaning Up After Your Animal:** Tenants are responsible for cleaning up after their animals to minimize unsanitary conditions and nuisance to the community. Tenants must immediately clean up after their animals defecate. This includes any common areas and public spaces of OHA property, as well as neighboring properties and public space. Tenants must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
3. **Sanitary Conditions & Noise Nuisance:** Tenants must maintain sanitary conditions in their units, and may not permit unsanitary conditions, odors, pests, or other conditions that threaten health, safety, or welfare. Tenants must control the noise of their animals so that such noise does not constitute a nuisance to other Tenants.
4. **Alterations to Unit or Property:** Tenants may not alter their unit or premises without prior approval from OHA. Installation of pet doors is expressly prohibited.
5. **Animals Temporarily on the Premises:** OHA does not permit Tenants to temporarily care for an animal unless the animal has been approved and registered with OHA.
6. **Where Animals are Permitted:** Pets are permitted only in the Tenant's unit, in outdoor areas where pet exercise is permitted, and in those common areas necessary to convey a pet between the unit and the pet exercise area. Pets are not permitted in other common areas of OHA premises. Service animals and assistance animals are permitted in any common areas of the housing premises where their Tenant owners are permitted. Service animals, as defined by the ADA, are permitted in any area where members of the public are permitted. A tenant's guest who requires a service animal may bring the service animal into any area where the guest is permitted, provided the guest is in the company of an OHA Tenant. OHA may require certification of the service animal's status. The OHA tenant is responsible for their guests at all times, including their guests' service animals.
7. **Guests' Animals:** Guests are not permitted to bring any animals, including assistance animals, onto OHA premises without OHA's prior approval. Service animals are exempted as stated below.
8. **Restraint of Animals in Common Areas:** Any time that an animal is outside of the Tenant's unit on OHA premises, it must be kept on a leash or carried or in an appropriate cage or carrier, and it must be under the control of the Tenant or other responsible individual at all times. In some cases, owners of service animals may require alternate methods of control, but must maintain control of the animal at all times.
9. **Restraint & Tethering of Dogs Outdoors:** City code requires all dogs to be securely restrained or tethered or controlled. OHA does not permit any dog to be tethered or chained outdoors for any period of time unless it is accompanied by an adult family member. Dogs may be tethered or chained outdoors only in a location where the dog is permitted.
10. **Restraint of Dogs Required When OHA Needs to Access the Unit:** When OHA needs to access the Tenant's unit for maintenance or inspections or other purposes, dogs must be restrained in a crate or separate room or otherwise under the effective control by an adult.
- 11.

Violations of Policies and Emergencies

- Upon 48 hours' notice to the tenant, OHA may enter and inspect the premises during reasonable hours to ensure the Tenant is compliant with OHA policies and lease requirements. In addition, OHA shall have the right to enter a dwelling unit without notice in situations deemed to be an emergency.
- OHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. If an animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.
- If the death or incapacity of the owner threatens the health or safety of an animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the responsible party designated as an emergency contact by the owner. If the responsible party is unwilling or unable to care for the animal, or if OHA after reasonable efforts cannot contact the responsible party, OHA may contact the appropriate state or local agency and request the removal of the animal.
- Violations of these policies may constitute grounds for termination of a tenant's lease. In addition, OHA may revoke its approval of a particular animal, and require that the animal be removed from the premises, at any time that the Tenant fails to comply with these policies and the presence of the animal interferes with the health, safety, or peaceful enjoyment of the property by other tenants, OHA staff, or members of the public.

I/we understand this lease addendum and agree to comply with all of the above statements.

HEAD OF HOUSEHOLD: _____ DATE: _____

PRINT NAME OF HEAD OF HOUSEHOLD: _____

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

MANAGER: _____

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is [REDACTED]. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

I/we understand this lease addendum and agree to comply with all of the above statements.

HEAD OF HOUSEHOLD: [REDACTED]

PRINT NAME OF HEAD OF HOUSEHOLD: [REDACTED]

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

ADULT HOUSEHOLD MEMBER: _____ DATE: _____

MANAGER: [REDACTED] _____ DATE: [REDACTED]



Omaha Housing Authority

1823 Harney Street ~ Omaha, NE 68102 ~ 402.444.6900 ~ www.ohauthority.org

December 28, 2023

NAME
ADDRESS
CITY STATE ZIP

Explanation and Grievance Procedure Rights Regarding Rent Determination

Dear OHA resident,

OHA residents have certain rights and protections when OHA determines tenant rents.

When OHA determines the amount of your rent, OHA is required to notify you that you may ask for an explanation stating the specific grounds of the rent determination. Further, if you do not agree with the determination, you have the right to request a hearing regarding the rent determination under OHA's grievance procedures.

Previously, OHA's rent determination letters did not include information regarding your rights to an explanation and to grievance procedures. OHA has since revised its rent determination letters to include notice of these rights.

This letter is to inform you that, if you do not agree with a current or past rent determination, or have questions, you may request that OHA provide an explanation and grievance procedures regarding such rent determination. Please contact OHA by January 31, 2024.

By email: rentdeterminations@ohauthority.org
By mail: OHA Attn: RENT DETERMINATIONS, 1823 Harney Street, Omaha, NE 68102
By phone: (402) 444-6900 ext 2266

Please contact us with any questions. We will do our best to resolve any questions and issues.

Sincerely,

Omaha Housing Authority