

## **DEFINITIONS OF CERTAIN TERMS USED IN THE DWELLING LEASE AGREEMENT**

The terms listed below shall have the following meanings in the Dwelling Lease Agreement:

- A. **"Guest"** shall mean a person in the dwelling or on *SHA's* property with the implied and/or expressed consent of a household member.
- B. **"Proposed Adverse Action"** includes, but is not limited to, a proposed lease termination, transfer of *Resident* to another dwelling, or imposition of charges for maintenance or repair, or for excess consumption of utilities.
- C. **"Live-in-aide"** shall mean a person who: (i) resides with an elderly, disabled or handicapped person; (ii) is determined to be essential to the care and well-being of the person; (iii) is not obligated for the support of the person; and (iv) would not be living in the dwelling except to provide the necessary supportive services.
- D. **"Timely"** shall mean within the number of days specified in any correspondence or notice to *Resident* requesting information, or requesting *Resident's* contact with *SHA*, from the date of the receipt of the correspondence or notice. If the last day falls on a Saturday, Sunday or a legal holiday, the last day shall be considered the end of the next successive business day. If no number of days is specified in the correspondence or notice, *Resident* agrees to complete all required documents and/or supply all requested information within ten (10) days of the date of the receipt of the correspondence or notice. If the tenth (10<sup>th</sup>) day falls on a Saturday, Sunday or a legal holiday, the tenth (10<sup>th</sup>) day shall be considered the end of the next successive business day.
- E. **"Emergency"** shall mean situations in which life, safety, health or property are imminently in danger of loss or serious harm.
- F. **"Drug-related criminal activity"** shall mean the illegal manufacture, sale, distribution, use, possession; and/or possession with intent to manufacture, sell, distribute, or use of a controlled substance {as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)}; and, for the purposes of this Agreement, alcohol abuse which the housing authority has determined interferes with the health, safety or peaceful enjoyment of *SHA's* property by other residents of *SHA*, *SHA's* employees, representatives, contractors, agents, and/or law enforcement officials.
- G. **"Criminal activity"** shall mean any activity involving crimes of physical violence, regardless of whether considered a felony or a misdemeanor pursuant to the laws of the State of Florida, and/or other criminal acts, regardless of whether considered a felony or a misdemeanor pursuant to the laws of the State of Florida, which would adversely affect the health, safety, or peaceful enjoyment of *SHA's* property by other residents, employees, representatives, contractors, agents and/or law enforcement officials.
- H. **"HUD"** shall mean the United States Department of Housing and Urban Development.
- I. **"Central Office of *SHA*"** shall mean the administrative office of the Housing Authority of the City of Sarasota, located at 1300 Boulevard of the Arts, Sarasota, Florida 34236.
- J. **"Utilities"** shall mean those household related services which are provided by the City of Sarasota, Sarasota County or those entities who are generally authorized by the City of Sarasota, County of Sarasota or *SHA* to provide water, sewer, garbage, electricity and/or gas services to residents.

**RESIDENT INITIAL**

- K. **“Flat Rent”** shall mean SHA’s determination of the amount of rent based upon the market value of the dwelling.
- L. **“Income Based Rent”** shall mean the *Resident’s* rent that is based on the *Resident’s* household income and SHA policy.

**RESIDENT INITIAL**