

TENANT "ONE STRIKE AND YOU'RE OUT" POLICY OF
THE DAVID CITY HOUSING AUTHORITY
Resolution 97-5A

On March 28, 1996, President Clinton issued an executive order requiring immediate eviction from federally funded public housing of persons who engage in drug use or violence. President Clinton directed HUD to issue national guidelines to enforce this policy through tenant screening and lease agreements.

The David City Housing Authority has adopted this "One Strike And You're Out" policy at their June 1997 meeting.

A. It is the policy of David City Housing Authority that public housing shall not be available to tenants or members of their households who engage in criminal activity or who have guests or other invitee who engage in such activity. To this end, tenant hereby covenants and agrees as follows:

B. During the term of his/her tenancy hereunder, tenant shall not engage in any criminal activity whether the activity occurs on the leased premises, on or near the development or in any other location whatsoever; and

C. During the term of his/her tenancy, no member of tenant's household that resides with the tenant during the term hereof, whether a minor or an adult, shall engage in any criminal activity, whether that activity is on the leased premises, on or near the housing development of which the leased premises are a part, or in any other location whatsoever. It shall be presumed that any individual who is listed on this lease and a member of tenant's household, or who otherwise is listed in management's files as a member of tenant's household as tenant's guest and who engages in any criminal activity resides with tenant unless tenant before the date of any incident giving rise to criminal activity, shall have specifically informed management, in writing, that said individual is no longer a member of his/her household and no longer resides upon the leased premises; and

D. For purposes of this covenant, criminal activity shall include, but not be limited to any of the following serious misconduct.

1. Physical assault or the threat of physical assaults to any person whatsoever;
2. Illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon.
3. Illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid prescription or order by a practitioner as defined by (21) of section 28-401 of the laws of the State of Nebraska, while acting in the course of his or her professional practice;

4. Sexual molestation, debauchery of a minor, prostitution and other similar related serious misconduct

5. Inviting a known banned person onto the property by a resident is grounds for lease termination and eviction from the premises. A list of such persons is printed in the newsletter and will be posted on the bulletin board in the office.

6. If DCHA determines that a tenant's excessive use or habitual misuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, the DCHA may terminate the lease.

Compliance with this covenant is a material condition for continued occupancy of the leased premises by the tenant, and any breach of this covenant by tenant shall be cause for termination of this lease and eviction from the premises. If the DCHA believe, in good faith, that a breach of this covenant has occurred, it may terminate this tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or
2. Whether or not the tenant had any knowledge in fact, of criminal activity engaged in by a member of said tenant's household or of any guests or invitee of said tenant or of a member of said tenant's household.

For purposes of this covenant, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other tenants or employees of DCHA. Notwithstanding the foregoing, however, it shall be DCHA's duty in any eviction proceedings to prove by preponderance of evidence that a breach of this covenant has occurred.

Signature

Date