



**DRUG-FREE HOUSING AGREEMENT  
HOUSING CHOICE VOUCHER PROGRAM**

In consideration, of the execution or continuation of an agreement to provide Housing Choice Voucher (HCV) Rental Assistance, the Imperial Valley Housing Authority and the HCV Resident agree as follows:

1. The Resident and any members of the resident’s household, or a guest or other person under the Resident’s control shall not engage in criminal activity, including drug-related criminal activity. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 203 of the Controlled Substance Act (21 U.S.C. 802). **Cannabis or “medical marijuana” is a substance on the Controlled Substance List.** Violent criminal activity , defined by HUD as any criminal activity that has one of its elements: the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].
2. The Resident or any member of the Resident’s household, or a guest or other person under the Resident’s control **shall not engage in any act intended to facilitate criminal activity** on or off the premises.
3. The Resident or members of the household will not permit the dwelling to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. The Resident or members of the household will not engage in the manufacture, sale, use or distribution of illegal drugs.
5. The Resident or members of the household will not abuse alcohol when such abuse leads to behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
6. The Resident or any member of the Resident’s household, or a guest or other person under the Resident’s control **shall not engage in acts of violence or threats of violence**, including but not limited to, the unlawful discharge of a firearm. This includes, criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA **(including a PHA employee)**.
7. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE FAMILY OBLIGATIONS AND GOOD CAUSE FOR TERMINATION OF HCV RENTAL ASSISTANCE.** A single violation of any of the provisions of this added agreement shall be deemed a serious violation and material noncompliance with the Family Obligations to the HCV Rental Assistance Program. It is understood and agreed that a single violation shall be good cause for termination of the rental assistance. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
8. In case of conflict between the provisions of this agreement and any other provisions of the lease, the provisions of this agreement shall govern.
9. This Agreement is incorporated into the HCV Rental Assistance Contract executed or continued this day by the Imperial Valley Housing Authority and the Resident.

**The undersigned Resident(s) acknowledge having read and understood the foregoing.**

|                     |       |          |       |
|---------------------|-------|----------|-------|
| _____               | _____ | _____    | _____ |
| IVHA Representative | Date  | Resident | Date  |
| _____               | _____ | _____    | _____ |
| Resident            | Date  | Resident | Date  |