



# IMPERIAL VALLEY HOUSING AUTHORITY

1402 "D" Street, Brawley, California 92227 • Telephone (760) 351-7000 / 337-7500 • Fax (760) 344-9712

EQUAL HOUSING OPPORTUNITY

## LEASE ADDENDUM FOR DRUG-FREE HOUSING / RENTAL PROGRAMS

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Imperial Valley Housing Authority and 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)).
2. The Resident 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.**
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 activity,** regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. The Resident or members of the Resident's household will not engage in the manufacture, sale, use or distribution of illegal drugs.
5. The Resident or members of the Resident's 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 discharge of firearms.
7. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. 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 addendum and any other provisions of the lease, the provisions of the addendum shall govern.
9. Violations of the Lease Addendum for Drug-free Housing Agreement will not be offered a grievance hearing before they are served an eviction notice. This in no way infringes upon the resident's right to pursue other legal remedies.
10. This Addendum is incorporated into the lease executed or renewed this day between the Imperial Valley Housing Authority and the Resident.

Imperial Valley Housing Authority	Date	Tenant	Date
Tenant	Date	Tenant	Date