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9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE STATE OF NEVADA
11

12 PATRICIA BROWN; ANNA LONG;)
ROSEMARY VACCANI; CARL TUCKER;)
13 HAZELLIS SULLIVAN; GENE CANTON;)
and all others similarly situated,)
14)
Plaintiffs,)

15 vs.)

16 THE HOUSING AUTHORITY OF THE CITY)
OF LAS VEGAS; and ARTHUR D.)
17 SARTINI, in his official capacity)
as Executive Director of the)
18 Housing Authority of the City of)
Las Vegas; and SAMUEL PIERCE,)
19 in his official capacity as)
Secretary of the Department of)
20 Housing and Urban Development of)
the United States of America,)
21)
Defendants.)

CIVIL ACTION NO.

CV-LV *9* 305 HDM
COMPLAINT FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF,
AND EQUITABLE RELIEF

22
23
24 I.

25 PRELIMINARY STATEMENT

26 1. This is an action for declaratory judgment and injunc-
27 tive relief and equitable relief brought by the Plaintiffs, on
28 behalf of themselves, and all others similarly situated. The

1 Plaintiffs bring this action against the Defendants for causing
2 or permitting the Housing Authority of the City of Las Vegas to
3 charge rent in excess of the amounts allowed for federally
4 subsidized public housing. The Defendants are causing, or
5 permitting the Defendant Housing Authority of the City of Las
6 Vegas to charge an extra \$5.00 per month for the use of a
7 stove, and \$10.00 per month for the use of a refrigerator in
8 excess of the maximum amount chargeable for rent in violation
9 of 42 USC §1437a of the United States Housing Act and the
10 federal regulations promulgated thereunder.

11 II.

12 JURISDICTION

13 2. Jurisdiction is conferred in this Court by 28 USC
14 §§1331 and 1337. This action is authorized by 42 USC §1983; 5
15 USC §701-706, and 42 USC §1437a. Declaratory judgment and
16 injunctive relief are authorized by 28 USC §§2201 and 2202 and
17 Federal Rules of Civil Procedure Rules 57 and 65. Attorneys
18 fees are authorized by 42 USC §1988 and 28 USC §2412.

19 III.

20 PLAINTIFFS

21 3. The Plaintiffs PATRICIA BROWN, ANNA LONG, ROSEMARY
22 VACCANI, and CARL TUCKER are tenants of federally subsidized
23 housing units owned and managed by the Defendant, HOUSING
24 AUTHORITY OF THE CITY OF LAS VEGAS who are being charged by
25 said Defendant and are paying an extra \$5.00 per month for the

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1 use of a stove and \$10.00 per month for the use of a refrigera-
2 tor in their apartments in addition to the maximum rent allow-
3 able under 42 USC §1437a.

4 4. The Plaintiffs, HAZELLIS SULLIVAN and GENE CANTON are
5 also tenants of federally subsidized housing owned and managed
6 by the Defendant HOUSING AUTHORITY OF THE CITY OF LAS VEGAS who
7 were charged by said Defendant \$5.00 per month for the use of a
8 stove and \$10.00 per month for the use of a refrigerator in
9 their apartments in addition to the maximum allowable rent
10 under 42 USC §1437a. The Plaintiffs HAZELLIS SULLIVAN and GENE
11 CANTON refused to pay the additional \$5.00 per month for the
12 use of a stove, and \$10.00 per month for the use of a refrig-
13 erator. GENE CANTON did not pay because he could not afford to
14 pay an additional \$5.00 per month for the use of a stove and
15 \$10.00 per month for the use of a refrigerator. Whereupon, the
16 HOUSING AUTHORITY OF THE CITY OF LAS VEGAS caused the stoves
17 and refrigerators to be removed from these Plaintiffs' apart-
18 ments.

19 IV.

20 DEFENDANTS

21 5. The Defendant HOUSING AUTHORITY OF THE CITY OF LAS
22 VEGAS is a Public Housing Authority created by the Nevada
23 Legislature as a "municipal corporation", and as a public body
24 corporate for municipal purposes. The HOUSING AUTHORITY OF THE
25 CITY OF LAS VEGAS owns and manages the federally subsidized
26 apartment units where the Plaintiffs are tenants. The HOUSING
27 AUTHORITY OF THE CITY OF LAS VEGAS is also a "public housing
28 agency" within the meaning of 42 USC §1437a(b)(6).

1 6. The Defendant ARTHUR P. SARTINI is sued in his offi-
2 cial capacity as the Executive Director of the Housing Authori-
3 ty of the City of Las Vegas.

4 7. The Defendant SAMUEL PIERCE is sued in his official
5 capacity as Secretary of the Department of Housing and Urban
6 Development of the United States of America.

7 V.

8 CLASS ACTION

9 8. This action is brought as a class action consisting of
10 two classes pursuant to Rule 23(b)(2) of the Federal Rules of
11 Civil Procedure to seek declaratory and injunctive relief with
12 respect to the class as a whole against the Defendants who have
13 acted or refused to act on grounds generally applicable to the
14 class as a whole. The two classes are so numerous that joinder
15 of all members is impracticable; there are questions of law or
16 fact common to the classes; the claims of the representative
17 parties are typical of the claims of the classes; and the rep-
18 resentative parties will fairly and adequately protect the
19 interests of each class.

20 9. The first class represented by PATRICIA BROWN, ANNA
21 LONG, ROSEMARY VACCANI consists of all persons who are paying
22 or who have paid in addition to the maximum allowable rent an
23 extra \$5.00 per month for the use of a stove and \$10.00 per
24 month for the use of a refrigerator to the Housing Authority of
25 the City of Las Vegas. It is believed and therefore alleged
26 that this class consists of over 1,000 persons.

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1 10. The second class represented by HAZELLIS SULLIVAN and
2 GENE CANTON consists of all persons who were charged in addi-
3 tion to the maximum allowable rent an extra \$5.00 per month for
4 the use of a stove and \$10.00 per month for the use of a
5 refrigerator by the Housing Authority of the City of Las Vegas,
6 but who refused to pay it, and consequently had their stove and
7 refrigerator removed by the Housing Authority of the City of
8 Las Vegas. It is believed and therefore alleged that this
9 class consists of over 25 persons.

10 VI.

11 GENERAL ALLEGATIONS - FEDERAL REGULATORY SCHEME

12 11. The purpose of the United States Housing Act of 1937
13 (hereinafter referred to as the "Housing Act") is to remedy the
14 unsafe and unsanitary housing conditions and the acute shortage
15 of decent, safe and sanitary dwellings for families of lower
16 income. 42 USC §1437. To implement this purpose, Congress
17 required that lower income families who are assisted under the
18 Housing Act shall pay no more rent for a dwelling unit assisted
19 under the Housing Act than the highest of the following amounts
20 rounded to the nearest dollar:

- 21 (1) Thirty per centum of the family's monthly adjusted
- 22 income; or
- 23 (2) Ten per centum of the family's monthly income; or
- 24 (3) If the family is receiving payments for welfare
- 25 assistance from a public agency, and as part of such
- 26 payments, adjusted in accordance with the family's actual
- 27
- 28

1 housing costs in specifically designated by such agency to
2 meet the family's housing costs, the portion of payments
3 which is so designated. 42 USC §1437a(a).

4 12. The United States Housing Act of 1937 as amended is
5 administered and regulated through the United States Department
6 of Housing and Urban Development.

7 13. The public housing program is a joint undertaking
8 between the federal government and local public housing author-
9 ities, to provide decent, safe and sanitary dwellings for
10 families of low income pursuant to 42 USC §1437, et seq. The
11 tenants' rent is subsidized by the federal government through
12 annual contribution and operation subsidies paid by the United
13 States Department of Housing and Urban Development.

14 14. The Defendant Samuel Pierce, or his predecessors in
15 office, pursuant to his responsibilities under the Housing Act
16 have promulgated Federal Regulations to administer and regulate
17 the Housing Act.

18 15. The term "total tenant payment" is defined in 24 CFR
19 §913.102. The "total tenant payment" may not exceed the
20 amounts provided for in 24 CFR §913.107(a). The total tenant
21 payment does not include charges for total excess utility
22 consumption or other miscellaneous charges under 24 CFR §966.4
23 which are not relevant to this action.

24 16. Each Public Housing Authority is required by Section
25 24 CFR 966.3 of the federal regulations to provide at least 30
26 days written notice to tenants setting forth proposed changes

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1 in a lease and provide the tenants an opportunity to present
2 written comments. The Public Housing Authority is required to
3 take into consideration the written comments by the tenants
4 prior to the formal adoption of any new lease by the PHA.

5 VII.

6 FACTUAL ALLEGATIONS

7 17. The Defendant Housing Authority of the City of Las
8 Vegas is a local public housing authority that participates in
9 the public housing program.

10 18. That the Housing Authority of the City of Las Vegas
11 has entered into a contract with the United States of America
12 through the United States Department of Housing and Urban
13 Development called a Consolidated Annual Contributions
14 Contract. Amendment No. 12 dated June 23, 1972 of that
15 contract provides in Sections 4b and b respectfully as follows:

16 b. Sec. 204(E) is amended by changing the period at the
17 end thereof to a colon and adding:

18 Provided, that no tenant's rent may exceed
19 one-fourth of the tenant's family income as defined
20 by the Secretary of Housing and Urban Development;
21 Provided further, that this requirement shall not
22 apply in any case in which the Secretary of Housing
23 and Urban Development determines that so limiting the
24 rent of any tenant or class of tenants will result in
25 a reduction in the amount of welfare assistance which
26 would otherwise be provided to such tenant or class
27 of tenants by a public agency.

28 and

b. Sec. 4 is amended by substituting the following:

The Local Authority shall develop each Project
being or to be developed and shall operate all
projects covered by this Contract in compliance with
all provisions of this Contract and the Act, all
regulations issued by the Government pursuant
thereto, and applicable provisions of state and local
law.

1 19. That the most recent amendment (Amendment No. 38
2 dated November 25, 1985) to the Consolidated Annual
3 Contributions Contract between the United States of America
4 through the Department of Housing and Urban Development and the
5 Housing Authority of the City of Las Vegas provides in part
6 that:

7 1. The Local Authority hereby acknowledges that the
8 United States Housing Act of 1937 as amended, and as
9 specifically amended by the Housing and Community
10 Development Act of 1974, as set forth in 42 United
States Code, Sec. 1437 et. seq., now controls the
development, operation and maintenance of all its
projects when designated by HUD.

11 20. The Plaintiffs are each low income tenants of the
12 Housing Authority of the City of Las Vegas who reside in lower
13 income housing. The Plaintiffs rent is "assisted" or sub-
14 sidized through annual contribution and operating subsidies
15 paid by the Federal Government through the United States
16 Department of Housing and Urban Development. The operating
17 subsidies paid by the State Department of Housing and Urban
18 Development to the Housing Authority of the City of Las Vegas,
19 have been lower than they should have been because of the
20 additional income to the Housing Authority resulting from its
21 collection of the extra charges of \$5.00 per month for the use
22 of a stove and \$10.00 per month for the use of a refrigerator.

23 21. Each of the Plaintiffs entered into written "Dwelling
24 Lease" agreements with the Housing Authority of the City of Las
25 Vegas to rent an apartment. A photocopy of the Dwelling Lease

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1 agreement between the Plaintiff Rosemary Vaccani is typical and
2 contains the relevant written terms of agreement between each
3 of the Plaintiffs and the Defendant Housing Authority of the
4 City of Las Vegas, and is therefore attached to this Complaint
5 and incorporated by reference as Complaint Exhibit "A".

6 22. Paragraph 3 of each tenants' Dwelling Lease agreement
7 provides that an electric range and a refrigerator are among
8 the items of services and equipment to be furnished to the
9 tenant by the Housing Authority of the City of Las Vegas and
10 included in the monthly contract rent.

11 23. The Housing Authority of the City of Las Vegas ,
12 adopted a Resolution No. 1162 on January 27th, 1982 to require
13 that effective April 1st, 1982, all Housing Authority residents
14 other than those in the NAACP, the MCWP and SNA Projects shall
15 pay \$5.00 per month for the lease of a stove and \$10.00 per
16 month for the lease of a refrigerator. (A photocopy of said
17 Resolution No. 1162 is attached hereto and incorporated by
18 reference as Complaint Exhibit "B".) None of the named Plain-
19 tiffs reside in the NAACP, the MCWP or the SNA Projects.

20 24. The Housing Authority of the City of Las Vegas
21 provided the Plaintiffs and all others similarly situated at
22 least 30 days written notice setting forth the proposed changes
23 in the lease to charge \$5.00 per month for the use of a stove
24 and \$10.00 per month for the use of a refrigerator. However,
25 the Housing Authority of the City of Las Vegas did not provide

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1 the Plaintiffs and all others similarly situated an opportunity
2 to comment to the proposed changes to become effective April
3 1st, 1982.

4 25. That subsequent to said Resolution No. 1162, the
5 Defendant Arthur D. Sartini, in his official capacity as
6 Executive Director of the Housing Authority of the City of Las
7 Vegas implemented the policy represented by said resolution by
8 causing each of the Plaintiffs to execute a written "Rider to
9 the Dwelling Lease" in which the Tenant agrees to pay the
10 Defendant Housing Authority of the City of Las Vegas as lease
11 rental, the sum of \$5.00 per month for the stove or range and ,
12 \$10.00 per month for the refrigerator. The "Rider to the
13 Dwelling Lease" executed by the Plaintiff Rosemary Vaccani is
14 typical and contains the relevant written terms of agreement
15 between each of the Plaintiffs and the Defendant Housing
16 Authority of the City of Las Vegas. Therefore, a photocopy of
17 said "Rider to the Dwelling Lease" executed between the Plain-
18 tiff Rosemary Vaccani and the Defendant, Housing Authority of
19 the City of Las Vegas is attached hereto and incorporated by
20 reference as Complaint Exhibit "C".

21 26. That since April 1st, 1982 to the present, the
22 Defendant, Arthur D. Sartini pursuant to Resolution No. 1162
23 and said rider (Complaint Exhibit "C") has charged each of the
24 Plaintiffs and all other similarly situated \$5.00 per month for
25 the use of a stove and \$10.00 per month for the use of a
26 refrigerator, with the exception of a period from April 1st,

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1 1982 through March 30th, 1984 when the residents of two
2 projects of the Housing Authority of the City of Las Vegas
3 known as Archie G. Grant Park, and Harry C. Levy Gardens were
4 not charged \$5.00 per month for the use of a stove or \$10.00 per
5 month for the use of a refrigerator. The Defendant, Arthur D.
6 Sartini, and the Housing Authority of the City of Las Vegas
7 caused the stoves and refrigerators to be removed from the
8 apartments of tenants such as Hazellis Sullivan and Gene Canton
9 and all others similarly situated who did not pay the addition-
10 al charges.

11 27. That on or about August 23rd, 1984, and again on
12 September 10th and 13th, 1984, and again on February 5, 1986,
13 the Plaintiffs through their attorneys requested that the
14 United States Department of Housing and Urban Development act
15 to effect a reversal of the policy of the Housing Authority of
16 the City of Las Vegas of charging \$15.00 a month for the use of
17 stove and refrigerators. The Defendant Samuel Pierce, in his
18 official capacity as Secretary of the Department of Housing and
19 Urban Development has failed to cause the Department of Housing
20 and Urban Development to act to effect a reversal of the policy
21 of the Housing Authority of the City of Las Vegas charging the
22 Plaintiffs and all others similarly situated \$15.00 per month
23 for the use of a stove and refrigerator.

24 28. That on or about February 5, 1986 the Plaintiffs,
25 through their attorneys requested that the Housing Authority of
26 the City of Las Vegas reverse its policy of charging \$5.00 per
27 month for the use of a stove and \$10.00 per month for the use

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1 of a refrigerator, and to reimburse the amounts charged to
2 date. The Housing Authority of the City of Las Vegas has not
3 reversed its policy of charging \$5.00 per month for the use of
4 a stove and \$10.00 per month for the use of a refrigerator.

5 VIII.

6 CLAIMS FOR RELIEF

7 FIRST CLAIM - CIVIL ACTION FOR DEPRIVATION OF RIGHTS

8 29. The Defendants Arthur D. Sartini and the Housing
9 Authority of the City of Las Vegas acting under color of state
10 law have deprived the Plaintiffs and all others similarly
11 situated of their federal rights to rent federally subsidized
12 public housing at a rent not to exceed the amount provided for
13 in 42 USC §1437a(a) and 24 CFR §913.107(a) as amended by
14 charging an extra \$5.00 per month for the use of a stove and
15 \$10.00 per month for the use of a refrigerator, in violation of
16 42 USC §1983.

17 SECOND CLAIM - ADMINISTRATIVE PROCEDURE ACT

18 30. The Plaintiffs reallege the allegations of paragraphs
19 one through twenty-nine as though set forth verbatim, and
20 further allege as follows:

21 31. The Defendant Samuel Pierce has failed to act to
22 reverse and has knowingly permitted the policy of the Housing
23 Authority of the City of Las Vegas of charging \$5.00 per month
24 for the use of a stove and \$10.00 per month for the use of a
25 refrigerator in excess of the maximum allowable rent under 42
26 USC §1437a, and implementing regulations which has resulted in
27 payment of lower operating subsidies to the Housing Authority
28 of the City of Las Vegas which is contrary to law and

1 arbitrary, capricious and is an abuse of discretion in
2 violation of 5 USC §706(2)(A) and (C).

3 THIRD CLAIM - ACTION FOR VIOLATION OF THE
4 UNITED STATES HOUSING ACT OF 1937 AS AMENDED

5 32. The Plaintiffs reallege the allegations of paragraphs
6 one through thirty-one of this Complaint as though set forth
7 verbatim, and further allege as follows:

8 33. That the Defendant Samuel Pierce, Defendant Arthur
9 Sartini and Defendant Housing Authority of the City of Las
10 Vegas have violated the provisions of 42 USC §1437a and imple-
11 menting regulations by permitting the Housing Authority of the
12 City of Las Vegas to charge the Plaintiffs and all others
13 similarly situated \$5.00 per month for the use of a stove and
14 \$10.00 per month for the use of a refrigerator in excess of the
15 maximum rent allowed under 42 USC §1437a.

16 FOURTH CLAIM - VIOLATION OF FEDERAL REGULATION
17 REGARDING LEASE MODIFICATION

18 34. The Plaintiffs reallege the allegations of paragraphs
19 one through thirty-three of this Complaint as though restated
20 in full, and further allege as follows:

21 35. The Defendant, Arthur D. Sartini and the Housing
22 Authority of the City of Las Vegas have violated the terms of
23 24 CFR §966.3 by purporting to modify the dwelling lease of the
24 Plaintiffs and all others similarly situated to enable the
25 Defendants to charge \$5.00 per month for the use of a stove and
26 \$10.00 per month for the use of a refrigerator without provid-
27 ing the Plaintiffs and all others similarly situated with
28 an opportunity to present written comments which the Housing

1 Authority of the City of Las Vegas was required to consider,
2 but were not considered prior to the adoption of a new lease
3 agreement.

4 FIFTH CLAIM - BREACH OF LEASE PROVISION FOR MODIFICATION

5 36. The Plaintiffs reallege the allegations of paragraphs
6 one through thirty-five of this Complaint as though set forth
7 verbatim, and further allege as follows:

8 37. The Defendant Housing Authority of the City of Las
9 Vegas has breached the terms of paragraph 20 of the lease
10 agreement between the Housing Authority of the City of Las
11 Vegas and the Plaintiffs and all others similarly situated by
12 attempting to modify the dwelling lease of the Plaintiffs and
13 all others similarly situated to enable the Housing Authority
14 of the City of Las Vegas to charge \$5.00 per month for the use
15 of a stove and \$10.00 per month for the use of a refrigerator
16 without providing each affected tenant an opportunity to
17 present written comments to be considered by the Housing
18 Authority prior to the proposed modification becoming
19 effective.

20 SIXTH CLAIM - PENDENT STATE CLAIM

21 BREACH OF LEASE AGREEMENT C

22 38. The Plaintiffs reallege the allegations of paragraphs
23 one through thirty-seven of this Complaint as though set forth
24 verbatim and further allege as follows:

25 39. The term of the rider to the lease agreement
26 (Complaint Exhibit "C") purporting to authorize the Defendant
27 Housing Authority of the City of Las Vegas to charge \$5.00 per

28 / /

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1 month for the use of a stove and \$10.00 per month for the use
2 of a refrigerator in excess of the maximum allowable rent are
3 in violation of 42 USC §1437a and the federal regulations
4 promulgated thereunder and is therefore void. The Defendant
5 Housing Authority of the City of Las Vegas, has therefore
6 breached the original lease agreement between the Housing
7 Authority of the City of Las Vegas and the Plaintiffs, and all
8 others similarly situated by charging \$5.00 per month for the
9 use of a stove and \$10.00 per month for the use of a refrigera-
10 tor in excess of the maximum allowable rent.

11 SEVENTH CLAIM - THIRD PARTY BENEFICIARY

12 40. The Plaintiffs reallege the allegations of paragraphs
13 one through thirty-nine of this Complaint as though set forth
14 verbatim, and further allege as follows:

15 41. That the Housing Authority of the City of Las Vegas
16 and the United States Department of Housing and Urban Develop-
17 ment have entered into an annual contributions contract and by
18 doing so have agreed to provide the Plaintiffs and all others
19 similarly situated lower income housing under the United States
20 Housing Act of 1937. The rent for said housing cannot exceed
21 the amount provided in 42 USC §1437a(a) of said Act. The
22 Defendants, Housing Authority of the City of Las Vegas; Arthur
23 D. Sartini, in his official capacity as Executive Director of
24 the Housing Authority of the City of Las Vegas, and Samuel
25 Pierce, in his official capacity as Secretary of the
26 Department of Housing and Urban Development of the United

27 / /

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1 States of America have breached said agreement and allowed the
2 conditions of said agreement to be violated by the charging of
3 extra rent in the amount of \$5.00 per month for the use of a
4 stove and \$10.00 per month for the use of a refrigerator that
5 exceeds the maximum amount of rent allowed under the Annual
6 Contributions Contract and 42 USC §1437a. The Plaintiffs and
7 all others similarly situated are the intended beneficiaries of
8 said Annual Contributions Contract and 42 USC §1437a(a) and may
9 sue to enforce said contract as third party beneficiaries.

10 PRAYER FOR RELIEF

11 WHEREFORE, the Plaintiffs request that this Court:

- 12 1. Assume jurisdiction in this action;
- 13 2. Certify the two classes described in paragraphs 9 and
14 10 of this Complaint;
- 15 3. Grant the Plaintiffs and all others similarly situated
16 declaratory judgment against the Defendants on claims one
17 through seven of this Complaint to declare that the charges of
18 \$5.00 per month for the use of a stove and \$10.00 per month for
19 the use of a refrigerator are in violation of 42 USC §1437a;
20 the dwelling lease between the Plaintiffs and the Housing
21 Authority of the City of Las Vegas; the annual contributions
22 contract between the United States Department of Housing and
23 Urban Development and the Housing Authority of the City of Las
24 Vegas, and 24 CFR §§913.102 and 913.107(a) and 24 CFR §966.3
25 and the Administrative Procedure Act;
- 26 5. Grant the Plaintiffs and all others similarly situated
27 injunctive relief against the Defendants on claims one through

28 / /

1 seven of the Plaintiffs Complaint to enjoin the Defendants from
2 charging or permitting to be charged to the Plaintiffs and all
3 others similarly situated, \$5.00 per month for the use of a
4 stove and \$10.00 per month for the use of a refrigerator in
5 excess of the maximum rent allowable under 42 USC §1437a; 24
6 CFR §§913.102 and 913.107(a); the dwelling lease and the annual
7 contributions contract and to require the Defendants to provide
8 the Plaintiffs and all others similarly situated, the use of
9 stoves and refrigerators in their apartments without charge;

10 6. Grant the Plaintiffs an order of equitable restitution
11 for class one, and damages for class two on claims one through
12 seven of the Plaintiffs Complaint to require the Defendants to
13 reimburse the Plaintiffs and all others similarly situated all
14 amounts that have been charged and collected for the use of
15 stoves and refrigerators that exceed the maximum rents allowed
16 under 42 USC §1437(a); 24 CFR §§913.102 and 913.107(a); the
17 dwelling lease, and the annual contributions contract;

18 7. Grant the Plaintiffs and all others similarly situated
19 costs, disbursement and reasonable attorney fees related to
20 this litigation pursuant to 42 USC §1988; 28 USC §2412; and the
21 lease;

22 8. Such other relief as appears equitable and just to the
23 Court.

24 DATED this 28th day of March, 1986.

25 BY Robert M. Johnson
26 ROBERT M. JOHNSON, ESQ.
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Attorney in Charge

COMPLAINT EXHIBIT "A"
Housing Authority of the City of Las Vegas, Nevada

Conventional

DWELLING LEASE PROJECT NO. May 205 NAME Archie C. Grant Park

NAME OF TENANT(S) Vaccani, Rosemary ACCT. NO. 205-1253
UNIT NO. 1253 BEDROOM SIZE 1 BR
ADDRESS 1717 B Gragon Drive MONTHLY RENT \$ 38.00
EFFECTIVE DATE May 1, 1978

THE HOUSING AUTHORITY OF THE CITY OF LAS VEGAS, NEVADA, hereinafter referred to as "The Authority" does hereby lease to Rosemary Vaccani (Tenant) the dwelling unit described above under the terms and conditions stated herein:

1. TERMS OF LEASE, AUTOMATIC RENEWAL AND RENTAL PROVISION May 1, 1978

- (a) The initial term of this Lease shall begin on May 1, 1978 and end at midnight on the last day of the same calendar month. The rent for this initial period is \$ 38.00 payable in advance on the first day of occupancy.
- (b) Thereafter, this Lease shall be automatically renewed for successive terms of one calendar month each, unless terminated by either party as hereinafter provided.
- (c) The monthly rental due under this Lease is \$ 38.00 and is due and payable in advance on the first day of each month. The monthly rental will remain in effect unless adjusted in accordance with the provisions of Paragraph 7 of this Lease.
- (d) A penalty for late payment of rent in the amount of \$5.00 shall be payable for rent due and unpaid by the sixth (6th) day of the month. In addition to the foregoing penalty for late payment of rent, the Tenant agrees to pay a penalty of \$5.00 for each check given to the Authority or the rental collecting bank, that is dishonored.
- (e) In the event this Lease is terminated by the Tenant as provided in Paragraph 15(a), any rental refund due Tenant shall be prorated daily after the date of the expiration of the thirty (30) day notice period. In the event Tenant vacates the premises without notice, Tenant shall be charged rent on a prorated daily basis for the shorter of the following two time periods: (1) the number of days necessary for the Authority to re-rent the unit or (2) for fifteen (15) days after the Authority learns of the vacancy.
- (f) It is expressly understood and agreed that in the event Tenant is transferring from another Authority-operated dwelling unit, payment of any unpaid balance due under the previous Lease shall become a part of the consideration of this Lease.

2. MEMBERS OF HOUSEHOLD: Occupancy under this Lease is limited to the following members of Tenant's household:

3. SERVICES AND EQUIPMENT FURNISHED BY THE AUTHORITY: The following checked services and equipment shall be furnished by the Authority and included in the monthly contract rent: Gas Electricity Water Garbage Collection Sewer Service Gas Range Electric Range Refrigerator Other (specify) _____
An Inventory describing the Range and Refrigerator, and any other equipment that may be furnished, will be affixed to this Lease and signed by the Housing Manager and Tenant.

4. UTILITIES:

- (a) Gas and electricity used by the Tenant, except Harry C. Levy Gardens (Nev.2-8), and James H. Down Towers (Nev.2-12), will be billed directly by the utility and the Tenant will make payments directly to the utility.
- (b) The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

5. MAINTENANCE AND REPAIR CHARGES: Tenant shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and fumigation rendered necessary by the acts or neglect of Tenant, in accordance with the Schedule of Charges for Services and Repairs posted in the Authority's Office. Such charges shall be billed to Tenant and shall specify the items of damages involved, correctional action taken and the cost thereof. Charges assessed Tenant by the Authority for maintenance and repairs shall become due and payable the first day of the second month following the month in which the charges are incurred.

6. SECURITY DEPOSIT: Upon the execution of this Lease, the Tenant agrees to make a security deposit in the amount of \$35.00. The security deposit may be used by the Authority at the termination of this Lease toward the cost of repairing and intentional or negligent damages to the dwelling unit and cleaning of the premises caused by the Tenant, members of the household or guests, and any rent or other charges owed by Tenant. The Authority agrees to return the security deposit within two (2) weeks after the Tenant has vacated the dwelling unit and returned the keys to said dwelling unit to the Housing Manager, less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges deducted from the security deposit.

The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.

7. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- (a) Regular Reexamination: Once each year (once every two years if the family head or spouse is elderly) as requested by the Authority, Tenant agrees to furnish accurate information as to family income, employment and family composition, for use by the Authority in determining whether the rental should be changed, whether the dwelling size is still appropriate for Tenant's needs, and whether Tenant is still eligible for low-rent housing. These determinations will be made in accordance with the approved Statement of Occupancy Policies and Schedule of Rents available in the Authority's Office.

Any rent adjustment required as a result of this regular reexamination shall be made effective on the reexamination date established by the Authority, and which date shall remain constant during Tenant's occupancy.

(b) Interim Rent Determination: Rent as fixed in Subparagraph 1(c) above or as adjusted pursuant to Subparagraph (a) hereof will remain in effect for the period between regular reexaminations, unless during such period the following family circumstances occur: (1) There is a loss of Lessee through death, divorce or other continuing circumstances, or addition of a family member who, by marriage, remarriage or otherwise, should become the Lessee in accordance with Authority policy. (2) Tenant, including any member of his household commences to receive General Assistance (County Relief) or his General Assistance (County Relief) is terminated.

THE CHANGES SET FORTH IN SUBPARAGRAPHS (1) AND (2) ABOVE MUST BE REPORTED TO THE AUTHORITY WITHIN TEN (10) DAYS OF THEIR OCCURRENCE.

(3) Tenant can show a change in his family circumstances (such as a decrease in income) or such other circumstances as would create a hardship situation. In the event rent is decreased in accordance with the provisions of this Subparagraph (4) Tenant shall report all increases in family income which occur prior to the next regular reexamination and rent will be appropriately adjusted.

If, upon verification of the change in family composition and/or income, the Authority determines Tenant's existing rent does not conform to the approved Schedule of Rents, an appropriate adjustment in rent shall be made.

Interim adjustments in rent under this Paragraph (b) shall be effective as follows:

- (i) Decreases in rent will be made effective the first of the month following that in which the change was reported.
- (ii) Increases in rent will be made effective the first of the second month following that in which the change occurred.
- No increase or decrease in rent under this Subparagraph (b) will be made until all the facts have been verified. Tenant's failure to report the occurrence of the changes set forth in this Subparagraph (b) will require a retroactive rent change when necessary.

(c) Notwithstanding any of the above, a retroactive rent increase may be charged and become immediately due and payable in the event of a change in family composition given by Tenant in compliance with Subparagraphs (1) and (2) of this paragraph is injurious to the Authority.

(d) In the event of any rent adjustment pursuant to this Paragraph, the Authority will mail or deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Paragraph 14 hereof.

(e) Tenant agrees to move to a unit of appropriate size if the Authority determines that the size of his present unit is no longer appropriate to the Tenant's needs. Tenant will be required to move within a reasonable time upon notification by the Authority pursuant to Paragraph 14 that an appropriate size vacant unit is available.

(f) If the Authority determines at the time of regular reexamination Tenant no longer qualifies as a family of low income, no action will be taken to terminate the Lease or commence eviction proceedings on the basis of the income of Tenant unless the Authority has identified, for possible rental by Tenant, a unit of decent, safe and sanitary housing of suitable size available for rental at a rent not exceeding 25 per cent of income as defined by the Authority for the purpose of determining rents, and Notice is given according to Subparagraph 15(a)(iv) after identification of such housing.

9. TENANT'S RIGHT TO USE AND OCCUPANCY: Tenant shall have the right to the exclusive use and occupancy of the dwelling unit described above, which in all projects, with the exception of projects designed for and occupied by senior citizens, shall include the accommodation of Tenant's guests or visitors up to two weeks, or a longer period as approved by the Authority. Further, with the consent of the Authority, Tenant may include care of foster children and live-in care for a member of Tenant's family. In all projects designed for and occupied by senior citizens, the Tenant shall not be allowed to accommodate overnight guests.

9. OBLIGATIONS OF THE AUTHORITY: The Authority shall:

(a) Maintain the premises and the project in a decent, safe and sanitary condition.

(b) Comply with requirements of applicable building codes, housing codes and regulations of the Department of Housing and Urban Development (HUD) materially affecting health and safety.

(c) Make necessary repairs to the premises.

(d) Keep project buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

(e) 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 the Authority.

(f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by Tenant in accordance with Paragraph 10, Subparagraph (g).

(g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year 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.

10. TENANT'S OBLIGATIONS: Tenant shall be obligated:

(a) Not to assign the Lease or sublease the premises.

(b) Not to provide accommodations for boarders or lodgers.

(c) To use the premises solely as a private dwelling for Tenant and members of his household as identified in paragraph 2, and not to use or permit its use for any other purpose.

(d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and the Tenants, which shall be posted in the Authority's office and incorporated by reference in this Lease.

(e) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

(f) To keep the premises and such other areas as may be assigned to Tenant for his exclusive use in a clean and safe condition.

(g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.

(h) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.

(i) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.

(j) To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by Tenant, his household or guests.

(k) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

(l) To refrain from illegal or other activity which impairs the physical or social environment of the project.

(m) Not to display on or about the premises any advertisement for goods or services without prior written approval of the Authority.

(n) Not to make any repairs or alterations or install any equipment without the prior written consent of the Authority.

(o) Not to keep or allow to be kept animals in or about the leased premises, with the exception of birds and fish.

11. GROUND MAINTENANCE: Tenant agrees to maintain grounds and landscaping adjacent to his dwelling unit as set forth below. In the event Tenant fails or neglects to maintain grounds as assigned, Tenant shall pay to the Authority any and all expenses incurred by the Authority in maintenance or repair of said grounds rendered necessary by such failure or neglect on the part of Tenant.

Assigned responsibilities: (if none, so state)

to provide for mowing and cutting of grass.

to provide for satisfactory maintenance.

12. HAZARDOUS DEFECTS: Tenant agrees to take every care to prevent fires, not to keep gasoline, solvents or other combustible material or substances in the dwelling unit and to exercise particular caution with respect to children playing with matches. In the event the premises are damaged to the extent that conditions created are hazardous to life, health, or safety of the occupants.

(a) Tenant shall immediately notify the Authority of the damage.

(b) The Authority shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Tenant, members of his household, or guests, the reasonable cost of the repairs shall be charged to Tenant.

(c) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within seventy-two (72) hours.

(d) Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with Subparagraph (b) of this paragraph, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests.

13. INSPECTION:

(a) Prior to commencement of occupancy the Authority and Tenant or his representative shall inspect the dwelling unit, and the Authority shall furnish Tenant a written statement of the condition of the premises and the equipment provided with the unit. The statement shall be signed by the Authority and Tenant.

When Tenant vacates, the Authority will inspect the dwelling unit and furnish Tenant a written statement of any charges to be made in accordance with Paragraph 5 for which Tenant is responsible. Tenant is to participate in such inspection unless Tenant has vacated without notice.

(b) Tenant agrees that the Authority may enter the dwelling unit as follows:

(i) The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.

A written statement specifying the purpose of the Authority's entry delivered to the dwelling unit two (2) days before such entry shall be considered reasonable advance notification.

(ii) The authority may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists, and

(iii) In the event that Tenant and all adult members of his household are absent from the premises at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the premises.

14. NOTICES: Eviction and Notices to Quit shall be served in accordance with State Law. All other notices required by this Lease, except as provided in Paragraph 13, shall be in writing and delivered to Tenant or to an adult member of his household residing in the dwelling or sent by prepaid first class mail properly addressed to Tenant. Notices to the Authority must be in writing, delivered to the project office within which Tenant resides or the Authority's Central Office, or sent by prepaid first class mail, properly addressed to the Authority at 420 North 10th Street, Las Vegas, Nevada 89101.

15. TERMINATION OF LEASE:

- (a) This Lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner specified in Paragraph 14. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Authority when he vacates.
- (b) If, through any cause, a signer of the Lease ceases to be a member of the Tenant family, this Lease shall terminate and a new Lease is to be executed and signed by a responsible remaining member of the family, provided the family is eligible for continued occupancy.
- (c) If the Tenant transfers to another Management-operated dwelling unit, this Lease shall terminate and a new Lease is to be executed by Tenant for the dwelling unit into which the family is to move.
- (d) Except as provided in Subparagraphs (b) and (c) immediately above, the Authority shall not terminate or refuse to renew the Lease other than for Tenant's failure to pay rent or Tenant's violation of material terms and obligations of this Lease or for other good cause.
- (e) The Authority shall give the Tenant written notice of Termination of the Lease of:
 - (i) Fourteen (14) days in the case of failure to pay rent.
 - (ii) Thirty (30) days in case the Tenant assigns or sublets the leased premises, or commits or permits waste thereon, or when he sets up or carries thereon any unlawful business, or when he suffers, permits or maintains on or about the premises any nuisance.
 - (iii) A reasonable time commensurate with the exigencies of the situation in the case of the creation or maintaining of a threat to the health and safety of other Tenants or the Authority's employees.
 - (iv) Thirty (30) days in all other causes.
- (f) The Notice of Termination for cause shall state the reasons for the action taken by the Authority and shall inform the Tenant of his right to request a hearing in accordance with the Authority's Grievance Procedure. If the Tenant desires or intends to request a hearing in accordance with the Authority's Grievance Procedure, the Tenant must make such a request in writing within five (5) days after receipt of the Notice of Termination.

16. ABANDONMENT OF PROPERTY: Property abandoned by the Tenant may be disposed of by the Authority in accordance with State Law.

17. LAWSUITS: In the event of a lawsuit to enforce any provision of this Lease, the successful party shall be awarded the court costs from the other.

18. WAIVER OF LEASE PROVISIONS: Failure of the Authority to insist upon the strict performance by the Tenant of the terms, covenants, obligations, agreements and conditions contained in this Lease, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Authority's right thereafter, at any time or in any manner, to enforce any such terms, covenants, obligations, agreements, or conditions, but the same shall continue in full force and effect. The receipt by the Authority of rent with the knowledge of the breach of any covenant, obligation or condition of this Lease, or after the serving of any notice of eviction, or the commencement of any eviction action, shall not be deemed a waiver of such breach, other than the failure of Tenant to pay the particular rental so accepted. It is specifically understood and agreed that no waiver by the Authority of any of said terms, covenants, obligations, agreements, and conditions contained in this Lease shall be deemed to have been made unless such waiver is expressed in writing and signed by the Authority, its representative or agent. It is further specifically understood and agreed that in the event the Tenant has breached his obligation and agreement to pay rent as provided in this Lease, and the Authority has given Notice of said breach and commenced an action for eviction therefor, the said breach can only be cured by the payment in full of the delinquent rent, unless other arrangements are made in writing with the Authority.

19. GRIEVANCE PROCEDURE: All disputes arising under this Lease concerning the obligations of Tenant or the Authority shall be resolved in accordance with the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the Authority's Central Office and incorporated herein by reference.

20. PROVISION FOR MODIFICATIONS: This Lease, together with any future adjustments of rent or dwelling unit in accordance with Paragraph 7, evidences the entire agreement between Tenant and the Authority. Any other changes to this Lease shall be accomplished by a written rider to the Lease executed by both parties, except that the Schedule of Charges for Services and Repairs, Occupancy Policies, Schedule of Rents, and Grievance Procedure, all incorporated herein by reference, may be modified from time to time by the Authority. The Authority will give thirty (30) days written notice to each affected Tenant setting forth the proposed modification, the reasons therefor, and providing Tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to Tenant, or
- b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, at the Authority's Central Office.

TENANT(S) WHOSE SIGNATURE APPEARS IMMEDIATELY BELOW HAS READ AND DOES UNDERSTAND AND HEREBY AGREES TO THIS LEASE AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HEREIN HAVE EXECUTED THIS LEASE AGREEMENT.

Dated _____
 Dated _____

Tenant (Head) _____
 Tenant (Spouse) _____

Monthly Rent	Date Effective	Tenant	Approved	Hsg. Mgr.
47.00	10-1-74	(R.V.)	9/1/74	E.B.
55.00	10-1-74	R.V.		
64.00	11-1-74	R.V.		
75.00	11-1-74	R.V.		
77.00	11-1-75	R.V.		
79.00	11-1-75	R.V.		

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS

By William Burgett

Title _____

Dated February 1, 1978

Amendment to Dwelling Lease - Conventional Program

Paragraph 7 (a) has been amended to delete "(once every two years if the family head or spouse is elderly)".

Paragraph 7 (a) now states that all tenants will be reexamined once every year effective January 1, 1982

I have read and understand the amendment to paragraph 7 (a) of this dwelling lease for the Housing Authority's conventional program.

Rosemary Vaccaro

Tenant

8-1-82

Date

COMPLAINT EXHIBIT "B"

Resolution No. 1162

Approval to Lease Stoves and Refrigerators
To Housing Authority Residents

WHEREAS, the Housing Authority has, during its existence, provided stoves and refrigerators to residents; and

WHEREAS, the Housing Authority has endeavored to replace said appliances at least once every 10 years, or more often when necessary through the utilization of Modernization funds and or operating residuals, when available; and

WHEREAS, many of the stoves and refrigerators are currently in need of repair, or in numerous instances condition of the appliance is so bad, replacement is necessary; and

WHEREAS, given the current economic situation, as same relates to the dramatic cut back by HUD of Modernization funds and operating subsidies, it is no longer feasible for the Housing Authority to make repairs or provide new stoves and refrigerators when required; and

WHEREAS, it is staffs recommendation that the Housing Authority Commission give consideration to implementing an arrangement, whereby the Housing Authority's Non-Aided program would purchase the stoves and refrigerators from the Aided and Section 8 programs and lease same at a cost of \$10. per month for refrigerators, and \$5.00 per month for the stoves, to Housing Authority residents; and

WHEREAS, a projection of additional income to the Local Authority, if said proposal is adopted, would be approximately \$250,000. to \$350,000. per year; and

WHEREAS, said funds would be used to set up a replacement reserves, hire a person with the necessary expertise to make service calls, and when appropriate, place whatever residuals there are in the Housing Authority's general fund for day to day operating expenses; and

WHEREAS, the only alternative to the plan being proposed, in the opinion of staff and the Executive Director, is the complete elimination of all stoves and refrigerators, with the residents having to supply same at their expense; and

WHEREAS, to totally eliminate stoves and refrigerators would cause a tremendous hardship to residents, and make it next to impossible to lease units as they become vacant.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Commissioners of the Housing Authority, of the City of Las Vegas, Nevada, meeting in a Special Meeting this 27th day of January, 1982, that effective April 1, 1982, the Housing Authority's Non-Aided program shall purchase from the Authority's Aided and Section 8 programs, all stoves and refrigerators. Cost of same to be determined by a survey of the age and condition of said appliances.

FURTHER RESOLVED AND ORDERED, that a revision to the lease agreement shall be prepared by the Housing Authority's Attorney, which sets forth a procedure for leasing to residents, stoves for \$5.00 per month, and refrigerators for \$10.00 per month.

FURTHER RESOLVED AND ORDERED, that effective April 1, 1952, all Housing Authority residents other than those in the HAA, NCMB and SNA projects, shall pay \$5.00 per month for lease of a stove, and \$10.00 per month for lease of a refrigerator.

FURTHER RESOLVED AND ORDERED that should residents desire to purchase a stove or refrigerator of their choice, they may do so, but the Housing Authority in said circumstances, will be under no obligation to repair or replace said appliances.

ROLL CALL

AYES: Commissioners Jones, O'Neal, Brants and Gordon

NOES: None

EXCUSED: Chairman Levy

Upon roll call, the Vice Chairman declared the foregoing resolution passed and adopted.

COMPLAINT EXHIBIT "C"

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS, NEVADA

RIDER TO DWELLING LEASE entered into April 1, 19 82

by and between the Housing Authority of the City of Las Vegas, Nevada and

Rosemary Vaccani

Tenant(s) residing at

1717 B Gragson Drive, Las Vegas, Nevada 89101

Account Number 1253

The aforementioned Dwelling Lease is amended to include the following provisions:

(1) EQUIPMENT LEASED TO TENANT BY THE AUTHORITY

a. The following checked equipment shall be leased to the Tenant by the Authority:

Gas Stove Electric Range Refrigerator

The Tenant agrees to pay the Authority as lease rental \$5.00 per month for the stove or range and \$10.00 per month for the refrigerator. Said lease rental shall be due and payable with the dwelling rent on the first of each and every month.

Under no circumstances will the Tenant be entitled to a refund of any part of the monthly equipment lease rental paid to the Housing Authority.

b. The Tenant agrees to keep the leased equipment in a clean, safe and sanitary condition.

c. The Authority agrees to be responsible for repairs and maintenance of the leased equipment which is made necessary by the normal wear and usage of such equipment. Any repairs or replacement of the leased equipment caused by the abuse, neglect or negligence of the Tenant, shall be assessed against and paid for by the Tenant.

d. The leased equipment will be replaced when the Authority, at its sole discretion, determines that said equipment is no longer serviceable and cannot economically be repaired.

e. If the equipment lease rental provided for herein is not paid on the due date then the Housing Authority shall have authority to enter the leased premises and remove the lease equipment.

IN WITNESS WHEREOF, the Parties have executed this Rider to the Dwelling Lease Agreement.

Date April 1, 1982

Rosemary Vaccani
Tenant (Head)

Date _____

Tenant (Spouse)

2/24/84 Rosemary Vaccani
Rosemary V

HOUSING AUTHORITY OF THE CITY OF LAS VEGAS

By Edith J. Burgett
Title Housing Manager

Date April 1, 1982