

**HOUSING AUTHORITY OF CARROLL COUNTY**  
**RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I** establishes the Terms and Conditions of the Lease. These apply to all residents.

**Part II** is a Lease Contract. This is executed by the resident and the Authority, includes Part I Terms and Conditions by reference, and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of Lease execution) and dates of birth (DOB);
- Unit address, occupancy date, and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by the Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the Lease (all adult members of Tenant household must sign the Lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

## PART I OF THE RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

### Housing Authority of Carroll County

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of Carroll County and Tenant named in Part II of this Lease (called "Tenant"). [966.4 (a)]

#### I. Description of the Parties and Premises [966.4 (a)]

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4 (a)]
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]
- (d) Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with XVI. [966.4 (f)(3)]
- (e) Deletions (for any reason) from the household members named on the Lease shall be reported by the Tenant to the Authority in writing within **10 days** of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

#### II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar month. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. [966.4 (c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy. [966.4 (c)]

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (b)(1), (e)(1) & (3)]

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. [966.4 (c)(4)]

#### III. Other Charges

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the

dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

- (b) Excess Utility Charges: At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
- (c) Installation charges for tenant-supplied air conditioners.
- (d) Late Charges: A charge of **\$25.00** for rent or other charges paid after the fifth calendar day of the month. [966.4 (b)(3)] The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no later than two weeks after Tenant receives the Authority's written notice of the charge. [966.4 (b)(4)]

#### IV. Payment Location

Rent and other charges can be paid at the Main Office located at **525 Third Street** or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash. [8.24 (a)(1)(2) and (b)]

#### V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to **\$200.00 (Mest Manor, Maple Lane, and Carroll Apartments)** or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)]
- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
  - (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
  - (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.
- (d) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.
- (e) The return of a security deposit shall occur within **30 days** after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

#### VI. Utilities and Appliances [966.4 (b)(1)]

- (a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4 (b)(2)]

- (b) Tenant-Paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, and Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. [5.603]

The Authority may change the Allowance at any time during the term of the Lease, and shall give Tenant **60 days** written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

## **VII. Terms and Conditions**

The following Terms and Conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. With the prior written consent of the Authority, members of the household may engage in legal Profit-making activities in the dwelling unit incidental to the residential use. [966.4 (d) (1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding **14 days** each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease Terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this Lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

(c) Re-determination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year. [5.617 (a)(1)]
- (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [5.617 (b)(2)]

Failure to supply such information when requested is a serious violation of the terms of the Lease, and the Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [5.617 (a)(2)]

- a) A person with income joins the household.
- b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [5.613]

If a reduction is granted, Tenant must report subsequent increases in income within **10 days** of the occurrence, until the next scheduled re-examination.

(Failure to report within **10 days** may result in a retroactive rent charge.)

- c) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

d) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager within **10 days** of the occurrence. Failure to report within the **10 days** may result in a retroactive rent charge. [966.4 (c) (2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of a tenant.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or

regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

- (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within **10 days** of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
- (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
- (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) e Transfers [966.4 (c)(3)]

- (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.
- (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense). [8.27 (b)]
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given **15 days** time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease. [966.4 (c)(3)]
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

**VIII. Authority Obligations [966.4 (e)]**

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]

- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To 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; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; 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; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
  - (2) In the case of a proposed adverse action other than a proposed Lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]
- (i) Reasonable Accommodations: Housing providers must make reasonable accommodations in Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

## IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease nor sublease the dwelling unit. [966.4 (f)(1)]
- (b) Not to give accommodation to:
  - (1) boarders or lodgers; [966.4 (f)(2)]
  - (2) long term guests (in excess of **14 days**) without the advance written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3) & (d)(1 & 2) (see also Sec. I (b))]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster

child(ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]

- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable State and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4 (f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4 (f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved and provided by the Authority. [966.4 (f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators. [966.4 (f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4 (f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
  - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (l) To assure that Tenant, and member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
  - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
- (m) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Authority.



- (n) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's Staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of **Illinois (IL)** anywhere in the unit or elsewhere on the property of the Authority.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy (if there is one), although it is subject to reasonable health and safety rules.

- (v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than **30 days** shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the

utility company, and to avoid disconnection of utility service for such utilities.

## **X. Defects Hazardous to Life, Health, or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

### **(a) Authority Responsibilities:**

- (1) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (2) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. [966.4 (h)(3)]
- (3) Tenant shall accept any replacement unit offered by the Authority.
- (4) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests. [966.4 (h)(4)]
- (5) If the Authority determines that the dwelling unit is untenantable because of imminent danger to life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

### **(b) Tenant Responsibilities:**

- (1) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

## **XI. Inspections**

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) Other Inspections: The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority. [966.4 (I)]

## **XII. Entry of Premises During Tenancy**

(a) Tenant Responsibilities:

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:00 A.M. - 4:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities:

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. [966.4 (j)(1)]
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

### **XIII. Notice Procedures**

- (a) Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k) (1)(ii)]
- (b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

### **XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (1)(2)]

Such serious or repeated violation of terms shall include but not be limited to:

- (1) The failure to pay rent or other payments when due; [966.4 (1)(2)]
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by **5th of the month**. Four (4) such late payments within a 12 month period shall constitute a repeated late payment; [966.4 (1)(2)]
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (1)(2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual re-

examinations or interim re-determinations. [966.4 (c)(2)]

- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any project site; [966.4 (1)(2)]
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises. [966.4 (1)(2)]
- (8) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (9) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer; [966.4 (1)(2)]
- (10) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect. [966.4 (1)(2)]

(b) The Authority shall give written notice of the proposed termination of the Lease of:

- (1) **14 days** in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (3) **30 days** in any other case. [966.4 (1)(3)(i)(A), (B) & (C)]

(c) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction. [966.4 (1)(3)(ii)]
- (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. [966.4 (1)(3)(ii)]
- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this section. [966.4 (1)(3)(iii)]

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

- (4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (1)(3)(iv)]
- (5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the

eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (1)(3)(v)]

- (6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. [966.4 (1)(4)(i)(ii)]
- (d) Tenant may terminate this Lease at any time by giving **30 days written notice** as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (1)(5)]
- (f) When the Authority evicts a tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (1)(5)(ii)]

## XV. Waiver

No delay or failure by the Authority in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

## XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**
- (c) Housekeeping Standards: Inside the Apartment
- (1) General:

- a) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b) Floors: should be clean, clear, dry and free of hazards.
- c) Ceilings: should be clean and free of cobwebs.
- d) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- e) Woodwork: should be clean, free of dust, gouges, or scratches.
- f) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g) Heating Units: should be dusted and access uncluttered.
- h) Trash: shall be disposed of properly and not left in the unit.
- i) Entire Unit: should be free of rodent or insect infestation.

(2) Kitchen:

- a) Stove: should be clean and free of food and grease.
- b) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- c) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d) Exhaust Fan: should be free of grease and dust.
- e) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- f) Food Storage Areas: should be neat and clean without spilled food.
- g) Trash/Garbage: should be stored in a covered container until removed to the disposal area.

(3) Bathroom:

- a) Toilet and Tank: should be clean and odor free.
- b) Tub and Shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- c) Lavatory: should be clean.
- d) Exhaust Fans: should be free of dust.
- e) Floor: should be clean and dry.

(4) Storage Areas:

- a) Linen Closet: should be neat and clean.
- b) Other Closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- c) Other Storage Areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only. Some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm Doors: should be clean, with glass or screens intact.
- (6) Parking Lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry Areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility Room: should be free of debris, motor vehicle parts, and flammable materials.

## **XVII. Fire Prevention**

- (a) The Tenant agrees to assure that the Tenant, any member of the household, guest, or other person under the Tenant's control agrees to:
  - (1) Take any and all reasonable precautions to prevent fires and not to permit combustible material to be kept on the premises.
  - (2) Keep any and all smoke detectors in working order (e.g. do not disconnect or cover) and to report any malfunction immediately.
- (b) Regardless of any other provision of this lease and regardless of any policy(s) of insurance insuring the housing authority for any loss, in the event of any loss or damage to housing authority property, including but not limited to fire loss, caused by the intentional or negligent acts of the tenant or the tenant's family or guests, it is the express intent of the parties to this lease that the tenant shall remain fully liable for any such loss or damage.

## **XVIII. No Smoking Policy**

- (a) Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the housing authority is adopting the following No Smoking Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevator within all living units. This policy applies to all tenant residents, guests, visitors, service personnel, and employees. Smoking is permitted at designated areas on housing authority property as follows:
  - (1) Mest Manor Building – No Smoking on any housing authority property in front of the building. Smoking is allowed outside at the rear entrance of the building in the designated area only.
  - (2) Maple Lane Units – Smoking is allowed 15 feet from all buildings.
  - (3) Carroll Apartments – Smoking is allowed in each residential "cubby" (semi-enclosed storage area) and 15 feet from all buildings.
- (b) Definition: The term "smoking" means inhaling, exhaling, breathing, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
- (c) Housing Authority Not Guarantor of Smoke Free Environment: Resident acknowledges the

housing authority's adoption of a No Smoking Policy, and the efforts to designate portions of the property as non-smoking does not make the housing authority or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the property. However, the housing authority will take reasonable steps to enforce the No-Smoking Policy. The housing authority is not required to take steps in response to smoking unless the housing authority has actual knowledge of the smoking and the identity of the responsible resident.

- (d) Disclaimer: Resident acknowledges the housing authority's adoption of a non-smoking living environment, and the efforts to designate portions of the property as non-smoking does not in any way change the standard of care the housing authority has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. The housing authority specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. The housing authority cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges the housing authority's ability to police, monitor or enforce this policy is dependent in significant part on voluntary compliance by residents and guests. Residents with respiratory ailments, allergies, or other condition relating to smoke are put on notice the housing authority does not assume any higher duty of care to enforce this policy than any other housing authority obligation under the Residential Lease Agreement.
- (e) Lease Violation: Residents are responsible for the actions of their household, their guests, and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Residential Lease Agreement and a serious violation of the Residential Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.

#### **XIX. Violence Against Women Act**

- (a) The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- (b) The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- (c) The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-50066, or other documentation as noted on the certification form, be completed and submitted within **14 business days**, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**