

Part II: Residential Lease Agreement

This Agreement is executed between the Knox County Housing Authority (called KCHA) and _____ (called tenant), and becomes effective as of _____.

(1) Unit: That the KCHA relying upon the representations of Tenant as to Tenant’s income, household composition and housing need, leases to Tenant, upon Terms and Conditions set forth in Part I of this Lease Agreement, the dwelling unit LOCATED AT: _____ (called the Dwelling unit) to be occupied exclusively as the private residence by Tenant and household. The tenant UNIT NUMBER is: _____ [966.4 (a)]

(2) Household Composition: The Tenant’s household is composed of the individuals listed below. Additions and deletions after initial execution of the lease are to be added below as they are approved.

Name	Relationship	Date of Birth	Social Security Number	Add or Delete	HoH Signature	KCHA Signature	Date of Change
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

(3) Term: All terms and conditions of the original Public Housing Program Dwelling Lease, dated _____, including the term of the Lease, not expressly inconsistent with the terms and conditions of this Agreement, Parts I and II, shall remain in full force and effect.

(4) Rent: Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ _____ from KCHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning _____ and ending at midnight on _____. Thereafter rent in the amount of \$ _____ per month shall be payable in advance on the 1st day of each month, and shall be delinquent after the fifth 5th day of said month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the utility supplier by KCHA for the Tenant. [966.4(b)(1)]

- This is the compliant Flat Rent for the Dwelling Unit.
- This is the rent based on income and other information reported by the Tenant.

(5) Payments: A charge of \$25.00 shall be due and payable for all rent payments not received within the first five (5) days of the month, unless the resident has been issued a written authorization for such late payment by the KCHA. Repeated late payment of rent in excess of three (3) times in a consecutive twelve (12)-month period shall be considered grounds for termination of this Lease. A 4th such violation within that twelve (12)-month period shall be considered a serious violation and will result in termination of the Lease.

(6) Utilities and Appliances: KCHA supplied utilities are indicated by an (X) below; KCHA provides the indicated utility as part of the rent for the premises:

- Electricity
- Natural Gas
- Heating Fuel
- Water
- Sewerage
- Trash Collection

Other: _____

KCHA supplied appliances are indicated by an (X) below:

Cooking Range Refrigerator Other: _____

(7) **Utility Allowance:** If Tenant pays any utilities directly to the supplier, the KCHA will provide a utility allowance in the amount of \$_____. If Tenant’s income based rent is less than the utility allowance, the amount of the utility reimbursement which is _____, will be paid to _____.

(8) **Surcharges for Additional Appliances:** (When KCHA supplies electricity) Charges for additional appliances are due per the following:

Air Conditioners: An additional surcharge of \$_____ per month will be payable for each air conditioner in the dwelling unit for each month of occupancy from June through August.

Other Major Appliances: If checked below, an additional surcharge of \$_____ per month for each month of occupancy for each additional appliance on/in the dwelling unit.

Freezer Refrigerator Washer/Dryer Electric Space Heater

Other: _____

(9) **Security Deposit:** Tenant agrees to pay \$_____ as a security deposit. See Part I of this Lease Agreement for information on treatment of the Security Deposit.

(10) **Lead Safety:** The KCHA will provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum.

(11) **Incorporated by Reference as Part of this Lease:** The following policies, procedures and rules are incorporated by reference in this Lease: Pet Policy, Community Service Policy, Crime-Free Lease Addendum, Smoke-Free Housing, Fire Safety, Housekeeping Standards Policy, Grievance Procedures, Admissions and Continued Occupancy Policy, Schedule of Maintenance and Other Charges, and Others. Current copies are posted in the KCHA office and incorporated in the PHA Plan. These documents may be updated from time to time without nullifying this Lease. These documents may be viewed during regular office hours. Single copies are available upon request.

(12) **Warranties and Representations by the Tenant:** The Tenant warrants and represents that he/she has not (a) failed to repay a previous debt to the KCHA, committed fraud in connection with any HUD programs, or failed to disclose previously committed fraud in connection with any HUD program; (b) provided false information on the application; (c) been previously evicted for non-payment of rent, breach of Lease, or use of a unit for illegal purposes; (d) had history of criminal or other acts that would adversely affect the health, safety or welfare of other tenants; (e) refused or failed to complete required forms or to supply requested information. False statements affecting any eligibility criteria or which result in inaccurate calculation of Total Tenant Payment or Tenant Rent shall be grounds for immediate termination of this Lease and eviction from KCHA property.

(13) **KCHA’s Commitment to Investigate Misrepresentations and Pursue Remedies:** The KCHA will investigate allegations, complaints or other observations that indicate a Tenant may be receiving more benefits than to which it is entitled. The KCHA will vigorously pursue false statements that result in the Tenant paying less rent than required or the KCHA overpaying rental assistance. After verification of these misrepresentations, the KCHA will take all necessary steps to recover the un-entitled payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

(14) **Execution:** By Tenant’s signature below, Tenant and all household members agree to the terms and conditions of Part I and II of this Lease Agreement and all additional documents made a part of the lease by reference. **This Lease must be executed by all household members age eighteen (18) and older.**

By the signatures below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

Tenant _____ Date _____

Spouse or Co-Tenant _____ Date _____

Other Adult _____ Date _____

Other Adult _____ Date _____

Other Adult _____ Date _____

Other Adult _____ Date _____

Other Adult _____ Date _____

Witness _____ Date _____

I, _____ do hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to KCHA before execution of this Lease or before KCHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to KCHA in connection with any federal housing program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Head of Household's Signature

Date

Any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a crime. Upon conviction, such person may be fined and/or imprisoned under the laws and statutes of the State of Illinois.

Attachments

If indicated by an (X) below, KCHA has provided Tenant with the following attachments and information:

- Part I of this Lease Agreement
- Part II / Lease Renewal Addendum
- Acknowledgement of Lease and Addendum Revisions
- House Rules
- Schedule of Maintenance Charges
- Schedule of Other Charges
- Visitor Policy
- Pet Policy/Service-Assistance Animal Policy
- Lead Hazard Information Pamphlet
- Resident Fire Prevention Policy
- Smoke-Free Public Housing Policy
- Firearm Policy
- Housekeeping Standards
- Community Service and Self-Sufficiency (CSSR) Policy
- HUD 91067 – Violence Against Women Reauthorization Act of 2013 Lease Provisions
- KCHA Lease Addendum – PEST CONTROL
- KCHA Lease Addendum – CRIME FREE HOUSING
- KCHA Lease Addendum – SMOKE FREE HOUSING
- KCHA Lease Addendum – PET POLICY

Reference

Current copies of the following policies, procedures and rules referenced in the Lease are posted in the KCHA office and incorporated in the PHA Plan. These documents may be updated from time to time. They may be viewed during regular office hours. Single copies are available upon request.

- Grievance Procedure
- Admissions and Continued Occupancy Policy
- Other: _____