

**THE HOUSING AUTHORITY OF McDONOUGH COUNTY
LEASE AGREEMENT (Adopted 08/13/2018): TERMS AND CONDITIONS**

THIS AGREEMENT is executed between the Housing Authority of McDonough County (herein called "PHA"), and (herein called the "Tenant"), and becomes effective as of this date: _____

(i) Unit: That the PHA, 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 _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____.

(ii) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member shall be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the Lease.

Name	Relationship	Birthdate	Social Security #

(iii) Term: The term of this Lease shall be one calendar year, renewed as stipulated in Section IIa. of the Lease.

(iv) Rent: Total Tenant Payment is the amount of rent due if rent is income based and Tenant is not receiving a utility allowance. If Tenant receives a utility allowance, such allowance is subtracted from Total Tenant Payment and the remaining amount due is Tenant Rent.

Total Tenant Payment (or Tenant Rent, if applicable) shall be \$ _____ (prorated for partial month) and, if applicable, the Tenant shall receive the benefit of \$ _____ from PHA for Utility Reimbursement (prorated for partial month) for the period beginning ___/___/___ and ending at midnight on ___/___/___.

Thereafter, Total on the first day of each month, and shall be delinquent after the seventh (7th) day of said month. Tenant Payment (or Tenant Rent, if applicable) in the amount of \$ _____ per month shall be payable in advance.

_____ This is the flat rent for the Premises
 _____ This rent is based on the income and other information reported by the Resident

(v) Utilities and Appliances: PHA-Supplied Utilities: If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

(X) Electricity () Natural Gas (X) Water (X) Sewerage

If indicated by an (X) below, PHA shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

(vi) Utility Allowances: Tenant-Paid Utilities: If indicated by an (X) below, PHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ _____ for the following utilities paid directly by the Tenant to the Utility supplier:

() Electricity () Natural Gas

(vii) Charges for Excess Appliances (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge per the PHA's Standard Maintenance Charges will be payable for each air conditioner in the premises **for each month of June, July and August.**

Other Appliances: An additional charge per the PHA's Standard Maintenance Charges will be payable for each month of occupancy for each excess appliance on the premises. Such appliances include freezer, dishwasher, trash compactor, clothes dryer, and extra refrigerator.

(viii) Security Deposit: Tenant agrees to pay \$ 150.00 as a security deposit. See Section V of this Lease for information on treatment of the Security Deposit.

I. Description of the Parties and Premises:

- (a) PHA, using data provided by Tenant about income, family composition, and needs, Leases to Tenant, the property (called "premises" or "dwelling unit") described in (i) subject to the terms and conditions contained in this Lease.
- (b) Premises must be used as the only private residence of the Tenant and the family members named in (ii) of the Lease.
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA'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.
- (d) Tenant agrees to wait for PHA'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 PHA may terminate the Lease in accordance with Section XV.
- (e) Tenant shall report deletions (for any reason) from the household members named on the Lease to the PHA in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XV, this Lease shall automatically be renewed for successive terms of one calendar year.

- (b) The rent amount is stated in **(iv)** of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein.
- (c) The PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy shall determine the amount of the Total Tenant Payment and Tenant Rent.
- (d) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month.
- (e) When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA 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 PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time.

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. Other charges can include:

- (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 PHA 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 PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. These charges are not due and payable until two weeks after Tenant receives PHA's written notice of the charge.
- (b) Excess Utility Charges: At developments where utilities are provided by PHA, 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. These charges are not due and payable until two weeks after Tenant receives PHA's written notice of the charge.
- (c) Late Charges: If the resident fails to make payment by the end of office hours on the seventh day of the month, a late fee of \$15.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing.
- (d) Attorney's Fees: If PHA employs an attorney to enforce any of the terms of this Lease, Resident shall be responsible for attorney's fees and costs if PHA is the prevailing party in the action.

IV. Payment Location: Rent and other charges can be paid at the Main Office located at Eisenhower Tower, 322 West Piper Street in Macomb, or the business offices located at Prairieview Homes in Macomb, and Greenbrier Apartments in Bushnell. PHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay a security deposit of \$150.00.
- (b) PHA's Responsibilities: PHA 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.
 3. 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 PHA has inspected the dwelling unit, Tenant has returned the keys, removed all of Tenant's property, and complied with all the terms and conditions of the Lease.
 4. The return of a security deposit, or any portion thereof, shall occur within 30 days after Tenant has fulfilled the requirements of **3** above. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above. If any deductions are made, PHA 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

- (a) PHA Supplied Utilities:
1. If indicated by an (X) in **(v)**, PHA will supply the indicated utility: electricity, natural gas, water, sewer service, and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
 2. If indicated by an (X) in **(v)** of the Lease Agreement, PHA will provide a cooking range and refrigerator. Tenant must notify PHA if installing other major electrical appliances, including but not limited to, air conditioners, freezers, extra refrigerators, washers, and dryers. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances.
- (b) Tenant-paid Utilities:
1. If Tenant resides in a development where PHA does not supply electricity or natural gas, an 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 Tenant Rent, PHA will pay a Utility Reimbursement each month.
 2. PHA 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.

3. 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:

1. Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

(a) Use and Occupancy of Dwelling:

1. Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.
2. Hosting of household guests will be permitted for a total of no more than fourteen (14) cumulative days each year unless the prior written approval of the Landlord is obtained. Upon written request by tenant, permission may be granted by the PHA for an extension of this period of time. Tenant must notify the PHA when overnight guests will be staying on the premises for more than 3 days.
3. If tenant does not occupy the unit as his/her principal residence for 30 consecutive days or more, or if tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit, tenant shall be deemed to have abandoned the unit and this lease shall be immediately terminated without notice to tenant unless PHA has previously granted written consent to such absence. If Tenant intends to be absent from the unit for thirty (30) or more days and wishes to retain this Lease, Tenant shall notify PHA in writing not less than two weeks prior to the beginning of the period of absence. This notice shall explain the circumstances that require the Tenant to be absent. The PHA, in its sole discretion, may allow the Lease to continue upon such terms and conditions as it may require. If PHA allows the Lease to continue during the period of absence, Tenant shall remain liable for payment of rent and all other obligations of this Lease during such period of absence.

(b) Ability to comply with Lease terms:

1. 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 PHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease THEN, PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and will terminate the Lease. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The Total Tenant Payment (or Tenant Rent, if applicable), as determined in (iv) of the Lease Agreement is due each month until changed as described below.
1. Rent formulas or procedures are changed by Federal law or regulation.
 2. The status of each family is to be reexamined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual reexamination Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.
 3. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or was assisted by a State TANF program within the last six months.
 4. Tenant promises to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent.
 5. Families may change rent calculation methods at any reexamination. Tenants who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if Tenant's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for Tenant that would be alleviated by a change.
 6. Failure to supply such information when requested is a serious violation of a material term of the Lease and PHA may terminate the Lease.
 7. If it is found that 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, PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. The difference between what Tenant should have paid and the amount Tenant actually paid is due upon notice from the PHA to Tenant of the amount owed. Misrepresentation is a material violation and PHA may terminate the Lease.
 8. All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.
 9. PHA 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 PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

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

(d) Interim Rent Adjustments

1. Tenant must report within ten calendar days of their occurrence, any of the following changes in household circumstances when they occur between Annual Rent Reexaminations
 - a. A member of the household has been added to the family through birth, adoption or court-awarded custody.
 - b. A Household member is leaving or has left the family unit.
 - c. Any increase in income.
2. In addition, Tenant paying rent based on a percentage of income may report the following activities that occur between Annual Rent Reexaminations:
 - a. A decrease in family income. Family's child care expenses for children under the age of 13 that are necessary for a member of the household to be employed or to go to school, increase.
 - b. Elderly or disabled family's unreimbursed medical costs increase.
 - c. Family's disability allowance expenses increase.
 - d. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.
 - e. If Tenant is paying the minimum rent and a change of circumstances create an inability to pay the rent, Tenant may request suspension of the minimum rent because of a recognized hardship.
3. In cases where annual income cannot be projected for a twelve-month period (seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
4. In cases where family reports zero income, the PHA will conduct an interim reexamination every 60 days as long as the family continues to report that they have no income.
5. 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 unless it is determined that the move is essential for the mental or physical health of Tenant **AND** it does not disqualify the family for the size unit it is currently occupying.

- (e) Rent Adjustment Effective Dates: 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, provided Tenant reported the change in a timely manner, as specified above.
 2. 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), PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 3. In the case of a rent increase due to an interim reexamination based on an increase in income, the increase will be effective on the first day of the month following 30 days notice provided Tenant reported the change within the time required.
- (f) Transfers
1. Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA 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. PHA 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, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are substantially equivalent to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
 4. A tenant without a disability that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
 5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given 30 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease.
 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.
 7. PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. PHA Obligations: PHA shall be obligated:

- (a) To maintain the dwelling unit, the building, and the grounds, in decent, safe and sanitary condition;

- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep the building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and smoke and carbon monoxide detectors and other facilities and appliances, including elevators supplied or required to be supplied with PHA. **PHA will supply free batteries upon request for smoke and carbon monoxide detectors;**
- (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;
- (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 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;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by PHA. Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance, repairs, or excess appliances. When PHA is required to afford Tenant the opportunity for a hearing concerning a proposed adverse action:
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing.
 2. In the case of a proposed adverse action, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

IX. Inoperative or Abandoned Vehicles:

The PHA shall have the right to tow away or otherwise dispose of any inoperative or abandoned car or other vehicle parked on the premises at the expense of Tenant. PHA may exercise the right to tow away inoperative or abandoned cars or other vehicles only after attempting to give Tenant reasonable notice, which shall be not less than twenty-four (24) hours. PHA shall also have the right to tow away or otherwise dispose of any vehicle found improperly parked, including, but not limited to, vehicles parked in fire lanes, in areas that are not surfaced, and in areas where signs are posted which prohibit parking, or in areas in which parking is prohibited by the rules and regulations of PHA. All towing expenses shall be at the expense of Tenant.

X. Tenant's Obligations: Tenant shall be obligated:

- (a) To move into the dwelling unit and begin using it as the family's principal residence not later than fourteen (14) calendar days after signing the Lease.
- (b) To occupy the premises as his/her principal residence at all times during the term of the lease.
- (c) Not to assign the Lease, nor sublease the dwelling unit.
- (d) Not to give accommodation to boarders or lodgers; who are defined as persons who have no other residence or who are homeless.
- (e) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of PHA. Guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.
- (f) To notify the PHA when overnight guests will be staying on the premises for more than 3 days.
- (g) Not to permit guests who remain in the unit during any absence of Tenant unless such guest(s) is/are occupying the unit pursuant to (e) above.
- (h) Not to permit former residents who have been evicted as overnight guests.
- (i) Not to permit anyone not on the Lease to represent the unit address as their residence address for the receipt of benefits or other purposes. Such individuals will be considered unauthorized occupants.
- (j) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in (ii) of the Lease, and not to use or permit its use for any other purpose.

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 PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster children, or live-in aide to reside in the unit.

- (k) To abide by all of the PHA's regulations for the benefit and well-being of the PHA's property and Tenants. These regulations are referenced in a Resident Handbook and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (l) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (m) To refrain from removing the batteries from any and all smoke and carbon monoxide detectors and to notify PHA of any deficiencies. **If smoke/carbon monoxide detectors are found missing or not operational a charge to replace or reconnect the smoke/carbon monoxide detector will be assessed.**
- (n) **TO NOTIFY THE PHA PROMPTLY OF NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of 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.

- (o) To refrain from acts of destruction, defacement or removal of any part of the premises, and to cause guests to refrain from such acts. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease;
- (p) 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. Residents must not create fire hazards, a place for infestation of insects or rodents, or unsafe or unhealthy living conditions for themselves or others.
- (q) To cooperate with PHA staff and/or PHA's Licensed Professional Pest Control Representatives, with the extermination process of any insect infestation inside the dwelling unit.
- (r) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. 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. Yard and other outside areas cannot be used to store items that are not appropriate for outdoor usage by the household.
- (s) To use only furniture specifically designed for outdoor use may be used in yards and other outside areas.
- (t) Not to accumulate aluminum cans either inside or outside of the apartment.
- (u) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and prevent household members and guests from, littering or leaving trash and debris in common areas.
- (v) To use only in a reasonable manner, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities, appliances and appurtenances including elevators.
- (w) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (x)
 1. Not to leave any person under age 18 unsupervised for a period more than 10 hours
 2. Not to leave any person under age 12 unsupervised for any period of time.
- (y) Not to transfer or assign possession of any keys or pass cards to any individual(s) without written agreement from PHA.
- (z) 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.
- (aa) Not to permit or provide access to any property of the Housing Authority for any individual(s) that PHA has barred from the premises.

- (bb) 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 PHA projects in a decent, safe, and sanitary condition.
- (cc) Not to conduct or permit loud parties, shouting, pounding, or other activities within the housing development or in any manner disturb or annoy other residents or neighbors. Excessively loud equipment or voices that disturb the quiet enjoyment of other residents or neighbors will not be tolerated at any time, day or night.
- (dd) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in any criminal activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA.
- (ee) Not to engage in any violent criminal activity on or off the premises.
- (ff) 1. To assure that no tenant, member of the tenant's household, or guest engages in:
- i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - ii. Any drug-related criminal activity on or off the premises.
2. To assure that no other person under the tenant's control engages in:
- i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - ii. Any drug-related criminal activity on the premises;
- (gg) To make no alterations or repairs or redecoration (including painting, wallpaper or contact paper) to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances. To make no changes to locks, including reversing the lockset on an interior door, or install new locks on exterior doors. To only use picture hangers and small fasteners on any part of the dwelling unit.
- (hh) To give prompt prior notice to PHA, in accordance with Section VII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding thirty (30) days.
- (ii) To act in a cooperative manner with neighbors, police officers and PHA Staff. To refrain from acting or speaking in an abusive or threatening manner toward neighbors, police officers and PHA staff.
- (jj) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal fireworks, illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Illinois anywhere on the property of PHA.

- (kk) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (ll) 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.
- (mm) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit.
- (nn) 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 PHA.
- (oo) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (pp) Not permit any destruction or defacement by household pets to the grounds and the dwelling units, and to properly dispose all pet wastes.
- (qq) To remove any dog from unit when Tenant will be absent for more than 24 hours, and/or to remove any cat from unit when Tenant will be absent for more than 48 hours.
- (rr) To remove from PHA property any vehicles without valid registration. Not to park motorcycles within the dwelling unit or on the lawn. Not to drive or park nor permit your guests to drive or park any vehicles on sidewalks and grounds, including any right-of-way or fire lane designated and marked by PHA, or any other area that is not a parking area. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on PHA property.
- (ss) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be deemed abandoned and will be disposed of by PHA. Costs for storage and disposal may be assessed against Tenant.
- (tt) 1. Not to commit any fraud in connection with any Federal housing assistance program,
and
2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (uu) 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.
- (vv) To perform required community service or be exempted therefrom.
- (ww) Tenant agrees to comply with Landlord's Smoke Free Housing Policy.

XI. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

(a) PHA Responsibilities:

1. PHA 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.
2. PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
3. Tenant shall accept any replacement unit offered by PHA.
4. In the event PHA as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The extent of the abatement shall be determined by the PHA. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
5. If PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

(c) Tenant Responsibilities:

1. Tenant shall immediately notify PHA of the damage.
2. Tenant agrees to continue to pay full rent, less the abated amount as determined by the PHA, until the damage has been repaired.

XII. Inspections

(a) Move-in Inspection: PHA and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, and appliances, both inside and outside. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's folder. PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) Move-out Inspection: PHA will inspect the unit at the time Tenant vacates. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear. PHA will provide the tenant with a statement of charges within 30 calendar days of conducting the move-out inspection.

(c) Annual Inspections: PHA will inspect each unit annually as required by HUD.

- (d) Special Inspections: PHA will schedule inspections as necessary for any of the following reasons; pest control, housekeeping, unit condition, suspected lease violation, preventive maintenance, routine maintenance, and occupancy.
- (e) Federal Inspections: Federal inspectors periodically inspect randomly selected units.

XIII. Entry of Premises During Tenancy

(a) Tenant Responsibilities:

1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) PHA's Responsibilities:

1. Except in case of emergency, PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit, and such entry shall only be at reasonable times.
2. PHA may enter Tenant's dwelling unit at any time without advance notification when PHA has reasonable cause to believe that an emergency exists.
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIV. Notice Procedures

- (a) Tenant Responsibility: Any notice to PHA must be in writing, delivered to PHA's central office at Eisenhower Tower, 322 West Piper Street in Macomb, or sent by prepaid first-class mail, to such address.
- (b) PHA 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 first-class mail addressed to Tenant.
 1. Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
 2. If Tenant is visually impaired, all notices must be in an accessible format.

XV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by PHA 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 X above, or for other good cause.

Serious violation of a material term **shall include but not be limited to:**

1. Failure to move into the dwelling unit and begin using it as the family's principal residence not later than fourteen (14) calendar days after signing the Lease.
2. Failure to pay rent or other payments when due;
3. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Six such late payments within a 12 month period shall constitute repeated late payment.
4. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
5. Misrepresentation of family income, assets, or composition;
6. 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.
7. Failure to maintain the unit in a safe and sanitary manner;
8. Damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of PHA property.
9. Failure to allow inspection of the unit;
10. Criminal activity or alcohol abuse 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 PHA's public housing premises by other residents, or any violent or drug-related criminal activity by Tenant, household member, guest or other person under Tenant's control.
11. Engaging in or threatening violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes but is not limited to verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to, but is not limited to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

12. Permitting or providing access to any property of the Housing Authority for any individual(s) that PHA has barred from the premises.

13. Determination or discovery that a tenant is a registered sex offender.
14. Illegal weapons or illegal drugs seized in a PHA unit by a law enforcement officer;
15. Any fire on PHA premises caused by carelessness or unattended cooking.
16. Tampering with, removing, destroying, disconnecting or removing the batteries from any installed carbon monoxide alarm or smoke detector.
17. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime.
18. Failure to abide by the provisions of the PHA pet policy.
19. Breaching the terms of a repayment agreement entered into with the PHA.
20. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
21. Discovery after admission of facts that made the tenant ineligible.
22. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.

PROVIDED HOWEVER,

- A. criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of the tenancy or occupancy rights or program assistance, if the resident or immediate member of the resident's family is a victim of that domestic violence, dating violence, or stalking.
 - B. Unless prohibited by State law, if the perpetrator of domestic violence, dating violence or stalking is a signatory to this lease or a permitted resident scheduled above, the PHA may bifurcate the tenancy, separating that of the perpetrator, and seek judicial termination against the perpetrator only.
- (b) PHA 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 thirty days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened; or if any member of the household has been convicted of a felony;
 3. 30 days in any other case.
- (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 Tenant's right to examine PHA documents directly relevant to the termination or eviction.
 2. When PHA 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 PHA's grievance procedures.
 3. 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 PHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under PHA's grievance procedure, 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.
 5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance from PHA 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 PHA 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 violent or drug-related criminal activity.
 6. PHA may evict Tenant from the unit only by bringing a court action.
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIV, above. If Tenant does not give 30 days notice, Tenant shall be liable for rent to the end of the 30 day period or to the date the dwelling unit is re-rented, whichever date comes first.
- (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not 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, PHA 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. PHA 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.

XVI. Waiver:

- (a) No delay or failure by PHA 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.

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

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

(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 serious violation of a material term of the Lease and can result in eviction.**

(c) Housekeeping Standards: Inside the Apartment

General:

1. Walls shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors shall be clean, clear, dry and free of hazards.
3. Ceilings shall be clean and free of cobwebs.
4. Windows shall be clean. Any window coverings shall be intact.
5. Woodwork shall be clean, free of dust, gouges, or scratches.
6. Doors shall be clean, free of grease and fingerprints. Doorstops shall be present. Locks shall work.
7. Heating units shall be dusted and access uncluttered.
8. Trash shall be disposed of properly and not left in the unit.
9. Entire unit shall be free of rodent or insect infestation.
10. Phone lines and cable cords shall be secured to baseboards in such a manner as to avoid trip hazards.

Kitchen:

1. Stove shall be clean and free of food and grease.
2. Refrigerator shall be clean. Freezer door shall close properly.

3. Cabinets shall be clean and neat. Cabinet surfaces and countertop shall be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink shall be limited to small or lightweight items to permit access for repairs. Heavy pots and pans shall not be stored under the sink.
4. Exhaust fan shall be free of grease and dust.
5. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner.
6. Food storage areas shall be neat and clean without spilled food.
7. Trash/garbage shall be stored in a covered container inside the apartment until removed to the disposal area. Trash shall never be stored outside of the apartment.

Bathroom:

1. Toilet and tank shall be clean and odor free.
2. Tub and shower shall be clean and free of mildew and mold. Where applicable, shower curtains shall be in place, and of adequate length.
3. Lavatory shall be clean.
4. Exhaust fans shall be free of dust.
5. Floor shall be clean and dry.

Storage Areas:

1. Linen closet shall be neat and clean.
2. Other closets shall be neat and clean. No volatile or flammable materials shall be stored in the unit.
3. Other storage areas shall 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 shall be free of debris, trash, and abandoned cars. Exterior walls shall be free of graffiti.
2. Furniture designed for indoor usage is not permitted on patios. Patios shall be used only for furniture and equipment suitable for residential usage outdoors.
3. Porches (front and rear) shall be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

4. Steps (front and rear) shall be clean, and free of hazards.
5. Sidewalks shall be clean and free of hazards.
6. Storm doors shall be clean, with glass or screens intact.
7. Parking lot shall be free of abandoned cars. There shall be no car repairs in the lots.
8. Hallways shall be clean and free of hazards.
9. Stairwells shall be clean and uncluttered.
10. Laundry areas shall be clean and neat. Remove lint from dryers after use.
11. Utility room shall be free of debris, motor vehicle parts, and flammable materials.
12. Garden hoses shall be coiled and disconnected from spigot during cold weather.
13. Barbeque grills shall be placed away from building while in use. Coals and ashes shall be cold and disposed of properly. Never dump ashes upon the grounds.
14. Cigarettes and any smoking materials shall not be discarded upon the grounds.

XVIII. Prohibited: the PHA shall not discriminate based on race, color, sex, religion, familial or marital status, age, disability, national origin, genetic predisposition, sexual orientation, gender identity or other characteristics protected by State or Federal law

XIX. VICTIMS OF DOMESTIC/DATING VIOLENCE: PHA shall not deny access to or evict residents because of resident's status as a victim of domestic violence or dating violence. In the event a household member is determined to be a perpetrator of domestic violence, PHA shall have the right to bifurcate the lease and take termination and eviction action against the perpetrator. If, however, the domestic violence causes an actual and immediate threat to other residents or employees or service providers of the PHA, the PHA may take termination and eviction proceedings against all residents. PHA shall require that a resident victim provide a certified statement of domestic violence which includes a description of the incidents and the name of the perpetrator within 10 calendar days of the incident(s) to be afforded protection for an eviction. The certification may be delivered in one of the following forms;

- (a) a HUD-approved form (supplied by PHA) attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
- (b) submitting documentation signed by a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance. The signor must attest under penalty of perjury that the abuse the victim has suffered is a bonafide incident of domestic/dating violence, or
- (c) a federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to PHA within 14 days after the request for certification is received from PHA. If the certification is not delivered to PHA within the 14-day period allowed, the provisions of this section will not apply and PHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

XX. Miscellaneous:

- (a) The Laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision.
- (b) Any forbearance by PHA in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- (c) In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease.
- (d) Each Resident states that he/she is of legal age to enter into a binding Lease and, if not of legal age, he/she realizes that entering into this Lease constitutes a legal necessity and Resident will be liable for this Lease regardless of age.
- (e) Time is of the essence of this Lease.
- (f) This Lease may be signed in multiple counterparts.
- (g) The Oxygen Fire Safety Policy duly adopted, and as may be from time to time amended, by the Landlord constitutes a part of the Lease and the provisions thereof are as binding as if the same were specifically included herein as conditions of the Lease and shall be publicly posted in the Landlord's office and furnished to residents and applicants on request. Such policy may be modified from time to time by the Landlord upon written notice to Resident of the proposed change(s), reasons for the proposed change(s) and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the effective date of the change(s).
- (h) The Resident Fire Prevention Policy duly adopted, and as may be from time to time amended, by the Landlord constitutes a part of the Lease and the provisions thereof are as binding as if the same were specifically included herein as conditions of the Lease and shall be publicly posted in the Landlord's office and furnished to residents and applicants on request. Such policy may be modified from time to time by the Landlord upon written notice to Resident of the proposed change(s), reasons for the proposed change(s) and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the effective date of the change(s).
- (i) **Regardless of any other provision of this lease and regardless of any policy(s) of insurance insuring the PHA for any loss, in the event of any loss or damage to PHA 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.**

ATTACHMENTS

PHA has provided the tenant with the following attachments and information:

1. The Resident Handbook
2. Pet Policy
3. Standard Maintenance Charges (May be updated)
4. Lead Based Paint Certification
5. Protect Your Family From Lead In Your Home
6. PHA's Barred List
7. Resident Fire Prevention Policy
8. "Is Fraud Worth It"
9. What You Should Know About EIV
10. Community Service Attachments
11. Grievance Procedure
12. HUD Form 5380 Notice of Occupancy Rights under the Violence Against Women Act
13. HUD Form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation
14. Pest Control Addendum
15. Smoke Free Policy

XIX. Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this Lease and all additional documents and attachments which are made a part of the Lease by this reference.

TENANT _____

DATE _____

CO-TENANT _____

DATE _____

CO-TENANT _____

DATE _____

MANAGER _____

DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program.

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

I have received a copy of this Lease and all of the Attachments listed above, and understand that these Attachments are part of the Lease.

Tenant's Signature

Date

Adopted 08/2018

STATEMENT ON RECEIPT OF INFORMATION

I have received a copy of the Notice entitled "Protect Your Family from Lead in Your Home."

Tenant's Signature

Date

OFFICE ADDRESS:

**Housing Authority of McDonough County
322 West Piper Street
Macomb, Illinois 61455**

OFFICE HOURS: **8:00 A.M. to 4:00 P.M., Monday - Friday**

TELEPHONE NUMBER: **(309) 837-2363**

FAX NUMBER: **(309) 836-2590**

EMAIL: home@macomb.com