



# **PUBLIC HOUSING PROGRAM DWELLING LEASE**

**216 W. Simmons St.  
Galesburg, IL 61401  
(309) 342-8129**

REVISION 12/01/2024

**Part I: Public Housing Residential Lease Agreement  
Terms and Conditions**

This Lease Agreement (called the Lease) is between the Knox County Housing Authority, (called KCHA) and Tenant named in Part II of this lease (called Tenant). [966.4(a)]

**1. Description of Parties and Dwelling Units: [966.4(a)]**

- 1.1. KCHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called Dwelling Unit) described in Part II of the Lease Agreement, subject to the terms and conditions contained in this Lease. [966.4(a)]
- 1.2. Dwelling unit must be the sole private residence/domicile of the Tenant and the authorized family members named on Part II of the Lease. Only Tenant and his/her household members identified in Part II of the Lease may occupy the unit. [966.4(d)(1)]
- 1.3. The resident and authorized members shall have the right to exclusive use and occupancy of the dwelling unit. The resident and authorized members shall not assign the Lease, nor sublease the dwelling unit.
- 1.4. The dwelling unit must be used only as a private residence solely for the resident and authorized members named on the Lease. The resident must request and receive prior written approval from the KCHA for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- 1.5. The resident shall have the right to allow individual guests or visitors for a period up to 30 calendar days in a calendar year; however, each visit cannot exceed seven consecutive calendar days. If the resident wishes a guest to remain longer than seven consecutive days or more than 30 calendar days in a calendar year, the resident must submit a written request to the property manager. The KCHA will not unreasonably deny a request for an extension.
- 1.6. The KCHA may ban/bar visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of the KCHA, or other persons, including criminal activity cases. Visitors banned for such behavior, will be restricted from entering KCHA properties. A resident will be notified by KCHA and/or property manager when a guest of his/hers has been banned. Residents may grieve the KCHA's decision to ban a visitor in accordance with the KCHA Grievance Procedure and the KCHA Ban/Bar Policy.
- 1.7. Tenant shall report any deletions of the household members named on Part II of the Lease to the KCHA in writing, within ten (10) calendar days of the occurrence. [ 966.4(c)(1)&(2)&(f)(3)] Tenant shall date and initial Part II of the Lease whenever a household member moves into or out of the dwelling unit.
- 1.8. Violation of any of the terms of this Lease Section is cause for termination of tenancy.

**2. Lease Term and Amount of Rent**

- 2.1. The lease date shall be considered as the date in which the tenant originally takes possession of the original unit. Should a revision to the terms and conditions of this lease become necessary mid-term, the original leasing date and term shall remain the same.
- 2.2. Unless otherwise modified or terminated in accordance with Section 16, this Lease shall automatically renew for successive terms of one (1) calendar year, except for instances of nonrenewal. [966.4(a)(2)].
- 2.3. Non-renewal of lease. The KCHA may elect not to renew this Lease Agreement, at its sole discretion. Notice of such non-renewal shall be delivered upon the tenant with sixty (60) day-notice of lease expiration.
- 2.4. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the KCHA in accordance with Section VII herein. [966.4(c)]. The amount of Total Tenant Payment and Tenant Rent

shall be determined by the KCHA in compliance with HUD regulations and requirements and in accordance with KCHA's Admissions and Continued Occupancy Policy. [966.4(c)]\

- 2.5. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5th) calendar day of the month. Rent may include utilities as described in Section 6 below and includes all maintenance services due to normal wear and tear. [966.4 (e)(1&3)] When KCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, KCHA shall give written notice to Tenant. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedures. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the KCHA. If Tenant asks for an explanation, the KCHA shall respond in a reasonable time. [966.4 (c)(4)]
- 2.6. During the re-examination process, residents will have a choice to pay either flat rent or income-based rent.
- 2.7. Notice of Rent Adjustment and Grievance Rights: When the KCHA makes any increase in the rent amount, the KCHA shall provide written notice stating the effective date of the rent adjustment to the resident no less than 30 days prior to the effective date. If the rent decreases, the KCHA may provide less than a 30-day notice, if necessary. The resident may ask for an explanation of the specific grounds of the decision of the KCHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the decision, the resident shall have the right to request a hearing under the KCHA Grievance Procedure.
3. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]
  - 3.1. 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 guests. When KCHA 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 KCHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to KCHA for the labor and materials needed to complete the work. If overtime is required, overtime rates will be charged accordingly.
  - 3.2. Parking Violation Charges – A charge for unauthorized parking will be assessed to the Tenant's account in accordance with Parking Violation Charges schedule.
  - 3.3. Garbage Violation Charges – Ticket violation charges will be assessed in accordance with the current established Trash/Waste Management Violation Charges schedule. Tenant in violation of trash pickup procedures in excess of three (3) times in a rolling calendar year, will face adverse action, up to and including termination of lease. The trash procedures/pickup applies to the Family Sites operated by KCHA.
  - 3.4. Pet Violation Charges – Ticket violation charges will be assess to pet owner failing to clean up waste (feces) left by the pet as specified in the KCHA Pet Policy for first offense and second offense. Fourth offence shall constitute permanent removal of pet from resident's unit and loss of pet privileges for a minimum of one year.
  - 3.5. Late Charges—A late charge will be assessed for payment of rent or other charges after the due date in accordance with Part II of the Lease Agreement.
  - 3.6. KCHA shall provide written notice of the amount of any charge or surcharge in addition to Tenant Rent and when the charge or surcharge is due. Charges or surcharge, other than rent, are due two (2) weeks after Tenant receives KCHA's written notice of the charge or surcharge. [966.4(b)(4)]
  - 3.7. The Tenant shall be required to pay retroactive rent resulting from, among other things, a Tenant's failure to provide adequate documentation, report changes in a timely manner or otherwise misrepresent income

or family circumstances to the KCHA. Retroactive rent may be paid to the KCHA under a repayment agreement, between the Tenant and the KCHA. The Tenant's failure to pay retroactive rent shall constitute non-payment of rent and, in such cases, the KCHA shall have the right to terminate this lease and obtain possession of the dwelling unit pursuant to available legal remedies.

- 3.8. Payment Location: All payments must be made by check or money order at the Management Office, or mailed to 216 West Simmons Street, Galesburg, IL 61401. The KCHA will not accept cash payment. There will be a twenty-five dollar (\$25.00) charge on any returned check. Tenants who have submitted a returned check will be required to make all further payments by money order or cashier's check.

**4. Security Deposit**

- 4.1. Tenant Responsibilities—Tenant agrees to pay the required amount for security deposit as noted in Part II of this Lease. [966.4(b)(5)]
- 4.2. Security deposit amount shall be the lesser of the following amounts:
- 4.2.1. Calculated Total Tenant Payment (TTP); or
  - 4.2.2. Flat rent for the appropriate dwelling unit size.
- 4.3. KCHA Responsibilities—After Tenant vacates the dwelling unit and the premises have been inspected by the KCHA, the Security Deposit shall be refunded to Tenant, less any charges for:
- 4.3.1. Payment of court costs, expenses, and attorney fees incurred in enforcing this lease or in recovering possession of the dwelling unit unless the Tenant prevails in such legal action;
  - 4.3.2. To collect the cost of repairing any damages caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s), or other person(s) under the resident's control, excluding reasonable wear and tear.
  - 4.3.3. The cost of keys not returned to the Management Office;
  - 4.3.4. As collection for any rent that has not been validly withheld or deducted based on state or federal law or local ordinance; and
  - 4.3.5. Prorated rent if required written notice of intent to vacate is not provided.
- 4.4. 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 the dwelling unit and the KCHA has inspected the unit.
- 4.5. Residents transferring from one KCHA unit to another unit within the same development will have the security deposit credited to the new unit. If the resident transfers from one KCHA development to a different development, the KCHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent must be collected.
- 4.6. The KCHA shall deposit the security deposit in an interest-bearing account, which shall be credited to the resident upon end of participation. The return of a Security Deposit, less any amounts owed, shall occur within thirty (30) days after the Tenant has vacated. KCHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes KCHA with a forwarding address and thirty (30) days notice of intent to vacate (written notice not applicable to death during tenancy). If any deductions are made, KCHA will furnish Tenant with a written statement of any such deductions from the Security Deposit.

- 4.7. If no forwarding address is provided and KCHA is unable to locate Tenant within ninety (90) calendar days, the Security Deposit balance shall be forfeited to the KCHA. Tenant understands and agrees it is his/her responsibility to provide KCHA with a valid forwarding address.

**5. Utilities and Appliances [966.4(a)(1)(iv)]**

5.1. KCHA-Supplied Utilities—If indicated by an (X) on Part II of this Lease, KCHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer, and trash collection. KCHA will not be liable for the failure to supply utility service for any cause whatsoever unless the KCHA acted intentionally or negligently in not supplying utility services. If indicated by an (X) on Part II of this Lease, KCHA will provide a cooking range, refrigerator or other specified appliance. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of KCHA. A monthly surcharge will be payable by Tenant for the electricity used in the operation of such major appliances, where KCHA supplies electricity. Surcharges for excess usage are due fourteen (14) days after receipt of notice from KCHA. Failure to pay surcharges on due date shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.

5.2. Tenant-paid Utilities.

5.2.1. Residents must obtain and maintain utility connections for which they are responsible throughout tenancy. Residents must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of a consenting adult authorized member of the household. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.

5.2.2. If Tenant resides in a development where KCHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, a Utility Allowance 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 Total Tenant Payment, KCHA will pay a Utility Reimbursement each month. [5.632]. 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 Utility Allowance, Tenant shall receive the benefit of such savings.

5.2.3. KCHA may change the Utility Allowance at any time during the term of the lease, and shall give Tenant (30) days written notice of the revised Utility Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502]

5.2.4. Tenant agrees not to waste utilities provided by the KCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances. [966.4(f)(8)]

5.2.5. Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.

5.2.6. All utility deposits shall be in the name of the Head of the Household or other adult household member who has signed the Lease.

5.2.7. Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify the KCHA. Failure to notify the KCHA of frozen or damaged water pipes is grounds for termination of this Lease pursuant to Section XVII.

**6. Terms and Conditions:**

6.1. Use and Occupancy of the Dwelling Unit—Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on Part II of this Lease Agreement. With

the prior written consent of the KCHA, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4(d)(1&2)] Reasonable accommodation of the Tenant's guests or visitors for a period not to exceed fourteen (14) cumulative days per year is permitted. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4(d)(1)]

- 6.2. 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 KCHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease then; KCHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move the Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, KCHA will work with appropriate agencies to secure suitable housing and will terminate the lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with the Lease terms.
- 6.3. Redetermination of Rent, Dwelling Size, and Eligibility—The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
  - 6.3.1. Scheduled Reexaminations
    - 6.3.1.1. The KCHA will reexamine family composition annually of families paying flat rent. The KCHA will conduct a reexamination of income and deductions at least once every three years of families who have opted to pay flat rent.
    - 6.3.1.2. The KCHA will conduct a reexamination of income, deductions and family composition at least once every year of families who have opted to pay income-based rent.
    - 6.3.1.3. All adult members of the household (other than persons working or in school at the time of the appointment) must accompany the head of household to the recertification interview.
    - 6.3.1.4. Tenant and adult household members shall certify to compliance with the 8 hour per month community service requirement if applicable. [960.603]
  - 6.3.2. Tenant agrees to supply KCHA, when requested, with accurate information about: family composition, age of family members, income and sources of income for all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income and rent. [966.4(c)(2)]. Failure to supply such information when requested is a serious violation of the terms of the Lease and shall be grounds for termination of the Lease. All information must be verified. Tenant agrees to comply with KCHA requests for verification by signing releases for third-party verifications, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)]. KCHA 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 KCHA 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 Continued Occupancy Policy, which is publicly posted in the KCHA office.
  - 6.3.3. The Tenant agrees to pay adjusted rents and back charges, if any, in accordance with the approved Schedule of Rents and Charges and to accept a "Notice of Rent Adjustment" delivered as prescribed in Section XVI.
- 6.4. Rent will not change during the period between regular reexaminations, UNLESS during such period: [960.209(b)]
  - 6.4.1. Rent is based on false or incomplete information supplied by the Tenant. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying less than

the rent that he/she should have been charged, the KCHA will apply an increase in rent retroactive to the first of the month following the date the misrepresentation occurred;

- 6.4.2. It is found that an error was made at admission or reexamination. (Tenant will not be charged retroactively for errors made by the KCHA.);
  - 6.4.3. It is impossible to verify the Tenant's income at the regular reexamination and a temporary rent was charged. Tenant agrees to report to the KCHA every thirty (30) calendar days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to the Tenant's account and any underpayment will become due and payable;
  - 6.4.4. The PHA will conduct an interim reexamination of family income any time the family's adjusted income is estimated to decrease by ten (10) percent or more. The Tenant must report any and all changes in income and composition within ten (10) calendar days of such change. Changes reported after the 25th day of each month will be considered after the 1st day of the next month and rent will be adjusted in accordance with the current KCHA Admissions and Continued Occupancy Policy and HUD regulations;
  - 6.4.5. Tenant can show a change in circumstances, such as loss of job, emergency, medical costs, etc., or a decline in income that would justify a reduction in rent pursuant to HUD regulations;
  - 6.4.6. Tenant is paying a flat rent and Tenant income is reduced and Tenant requests a change to the income based rent. Such changes shall occur no more than once between annual reexamination;
  - 6.4.7. The PHA will conduct an interim reexamination of family income any time the family's adjusted income is estimated to increase by ten (10) percent or more.
  - 6.4.8. Public Assistance to Tenant or household member commences or is terminated. Such change must be reported to the KCHA within ten (10) calendar days. Rent will not be reduced where there is reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements and/or fraud in the welfare program. No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change;
  - 6.4.9. HUD regulations require an increase.
- 6.5. Changes in the Household
- 6.5.1. Children born, adopted, and/or granted through a court-awarded custody agreement (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notice (within 10 calendar days of the occurrence) by the resident.
  - 6.5.2. The addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the KCHA. The KCHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the KCHA. Any such approval is required prior to bringing the person(s) into the household. Person(s) residing in the household without KCHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
  - 6.5.3. Prior written approval to add a live-in aide is required and shall not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria except employment. A live-in aide resides in the unit for essential care and necessary supportive services to one or more elderly, near elderly residents, or a resident with a disability. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by KCHA occupancy standards. However, a

resident may be transferred as reasonable accommodation to allow a Live-in aide. If the addition of the live-in aide will not overcrowd the current unit, the KCHA will not transfer the resident or increase the bedroom size. A resident's bedroom size will not be adjusted to allow the family members of a live-in aide; a live-in aide's family members cannot cause overcrowding in the unit. Live-in aides have no rights as remaining family members regardless of the familial relationship and upon the death, eviction, departure, or abandonment of the assisted resident family member, the live-in aide must leave the unit. Failure to leave is cause for eviction.

- 6.5.4. The KCHA shall approve or disapprove a resident's request to allow a foster child, foster adult, kinship care child, live-in aide, or adult to be added to the lease and move into the dwelling unit within 30 business days of receipt of the request. This time period can be extended if there is a delay beyond the control of the KCHA or the resident.
  - 6.5.5. Resident authorized members who move out of the dwelling unit, for any reason, shall be reported by the resident to the KCHA in writing within 10 calendar days of the occurrence.
  - 6.5.6. Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or over or an emancipated minor. The household must be lease compliant at the time of the request.
  - 6.5.7. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the KCHA may offer either a HCV or a public housing unit to the permanent legal custodial guardian.
  - 6.5.8. A new head of household, under the above paragraph will be charged for any arrearages incurred by the former head of household. The KCHA reserves the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
  - 6.5.9. If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the KCHA, any amounts due under the prior Lease or Leases may be charged and collected as if the amounts due occurred under this Lease.
  - 6.5.10. All changes in family composition must be reported to the Manager within ten (10) calendar days of the occurrence. Failure to report within this timeframe may result in a retroactive rent charge. [966.4(c)(2)]. This Lease will not be revised to permit adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the Tenant and it does not result in overcrowding the unit Tenant is currently occupying.
- 6.6. 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.
    - 6.6.1. In the case of rent decrease, the adjustment will become effective the first (1st) day of the month following the date the Tenant reported the change.
    - 6.6.2. In the case of rent increase, when an increase in income occurs after a prior rent reduction, and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the month following the expiration of a thirty (30) day notice.
    - 6.6.3. In the case of rent increase due to misrepresentation, failure to report a change in family composition or increase in income (after a reduction in rent per the fixed rent policy), the increase in rent will be retroactive to the 1st of the month following the month in which the change occurred.



- 6.7. Zero Rent or Provisional Rent—If a Tenant is placed on zero rent or provisional rent, the Tenant must report in person to the KCHA every sixty (60) calendar days until a regular income is established. Failure to report to the KCHA in person every sixty (60) calendar days as required shall be considered grounds for termination of this Lease.
- 6.8. Minimum Rent--The KCHA has established a minimum rent of fifty dollars (\$50.00). The minimum rent is subject to the following:
  - 6.8.1. The KCHA shall immediately suspend the minimum monthly rent of any Tenant making a proper request in writing and who is unable to pay because of financial hardship, which shall include:
    - 6.8.1.1. Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a family with a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
    - 6.8.1.2. The Tenant would be evicted as a result of the implementation of an increase in minimum rent;
    - 6.8.1.3. The income of the Tenant has decreased because of changed circumstance, including loss of employment;
    - 6.8.1.4. A death in the family has occurred which affects the Tenant's circumstances;
    - 6.8.1.5. Other circumstances which shall be decided by the KCHA on a case-by-case basis.
  - 6.8.2. All of the above must be proven by the Tenant providing verifiable information in writing to the KCHA prior to the rent becoming delinquent and before the Lease is terminated by the KCHA.
  - 6.8.3. If a Tenant requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the KCHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during the ninety (90) day suspension period beginning on the date of the written request for exemption by the Tenant. A Tenant shall not be evicted during the suspension period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the KCHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety (90) day suspension period.
  - 6.8.4. This section does not prohibit the KCHA from taking eviction action for other Lease violations unrelated to financial hardship.
- 6.9. Transfers—[966.4(c)(3)]
  - 6.9.1. The PHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.
  - 6.9.2. The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation, a unit closer to work/school, etc.
  - 6.9.3. Emergency transfers that arise due to maintenance conditions are mandatory for the tenant. If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the PHA will transfer the resident to the first available and appropriate unit after the temporary relocation.
  - 6.9.4. The PHA will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency conditions. The reasonable cost of transfers includes the cost of

packing, moving, and unloading. The PHA may elect to reimburse the family for eligible out-of-pocket moving expenses.

- 6.9.5. The types of transfers that may be required by the PHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers.
- 6.9.6. The PHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied. For purposes of the transfer policy, overcrowded and over-housed are defined as follows: Overcrowded: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides. Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the PHA's occupancy standards. The PHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the PHA's occupancy standards, when the PHA determines there is a need for the transfer.
- 6.9.7. The PHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The PHA's relocation plan may or may not require transferring affected families to other available public housing units. If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list. Reasonable costs for such moves will be paid by KCHA.
- 6.9.8. If a Tenant makes a written request for special unit features in support of a documented disability, KCHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, KCHA shall transfer Tenant to another unit with the features requested at KCHA's expense.
- 6.9.9. A Tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit. When a non-accessible unit becomes available, the PHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. The PHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit. Reasonable costs for such moves will be paid by KCHA.
- 6.9.10. The types of requests for transfers that the PHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards, incentive transfers, and transfers to a location closer to employment, school, medical offices, etc.. No other transfer requests will be considered by the PHA.
- 6.9.11. Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements: Have not engaged in criminal activity that threatens the health and safety of residents and staff; owe no back rent or other charges, or have a pattern of late payment; have no housekeeping lease violations or history of damaging property; can get utilities turned on in the unit to be transferred into. A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.
- 6.9.12. When a family transfers from one unit to another within a development, the PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit. Transfers from one development to another will require a new security deposit to be paid in accordance with security deposit policies.

- 6.9.13. The resident will bear all of the costs of transfer s/he requests. However, the PHA will bear the transfer costs when the transfer is done as a reasonable accommodation.
- 6.9.14. KCHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.
- 6.9.15. Should a tenant transfer to a new unit mid-term, the original leasing date and term shall remain the same.

#### 6.10. Pet Ownership

- 6.10.1. Prior written approval is required to bring any common household pets or assistance animals on the premises in accordance with the KCHA Pet Policy this Lease section. Failure to comply with the requirements of with the KCHA Pet Policy and this Lease section may be cause for termination of tenancy.
- 6.10.2. Only one (1) cat or (1) dog, an aquarium larger than one (1) gallon but no larger than fifty-five (55) gallons for high-rise and the first floor of apartments or thirty (30) gallons for the upper level of apartments, or a pair of birds, gerbils, hamsters, rabbits, or guinea pigs are permitted on the property. Animals are limited to 25 pounds and 24 inches in height from the floor to the top of their head (at adult weight and height).
- 6.10.3. Residents shall pay a refundable pet deposit \$75.00 for an aquarium of fish or turtles and/or for one or a pair of birds, gerbils, hamsters, or guinea pigs. Residents shall pay a refundable pet deposit of \$150.00 for a dog or for a cat.
- 6.10.4. Each tenant owning a dog or cat agrees, if imposed by the agency, to be charged a non-refundable fee of \$10.00 per month (per household). This non-refundable pet fee will cover reasonable operating costs expended by the KCHA associated to the maintenance of the housing project's common use areas relating to the presence of pets. The pet fee will be included as a separate item on tenant's monthly housing rental bill. This pet fee shall not apply to residents of projects for the elderly and persons with disabilities.
- 6.10.5. Pet deposits are refunded within 30 calendar days after the resident has moved from the property or the resident no longer has ownership of the pet. KCHA shall have the right to use the pet deposit to pay reasonable expenses attributable to damage caused by the pet. Such expenses can include, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. KCHA will notify the resident in writing of any deductions taken from the pet deposit within 30 calendar days.
- 6.10.6. Prior written approval and verification of the need for an assistance animal from a knowledgeable professional and confirmation by KCHA is required before bringing an assistance animal on the property. Once approved, the qualified resident with disabilities will be exempt from the pet application fee and pet deposit. The assistance animal may not be subject to the size and weight limitations. However, qualified residents with disabilities who have an assistance animal are required to comply with all other parts of the KCHA Pet Policy, KCHA Service/Assistance Animal Policy, KCHA Pet Policy Lease Addendum, and this Lease and will be responsible for all actions caused by the assistance animal.
- 6.10.7. For cats and dogs, including assistance animals, the resident must provide proof of having current rabies inoculations and verify the pet/assistance animal is spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure cannot be performed for each reexamination. For dogs, the resident must provide proof of current licensing and provide verification of the dog's breed. Cats and dogs must wear a current rabies tag and an identification tag specifying the resident's name, address, and telephone number at all times.

- 6.10.8. Animals Not Permitted: Breeds of canines (full or partial) used for attack or defense purposes including, but not limited to, Rottweilers, Pit Bull Terriers, Chows, and Doberman Pinschers. Overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks, will also be excluded. Certain types of birds, including but not limited to hawks, eagles, condors, and pigeons, are not allowed. Any poisonous or life-threatening reptiles and exotic or dangerous animals (e.g., snakes, iguanas, pigs, wild animals such as wolves and big cats, etc.) are not considered common household pets and are not allowed on KCHA property under any circumstances. It is a material violation of the lease to breed any animals in the unit. Failure to comply is cause for lease termination.
- 6.10.9. All residents owning pets and/or assistance animals are responsible for proper disposal of fecal waster in a manner that will not damage or deface the unit or premises. Failure of the resident to remove and dispose of waste will result in a charge per occurrence, per the KCHA Pet Policy and Lease Addendum. Continued violation is cause for lease termination.
- 6.10.10. Pets are not permitted in common areas (e.g., solariums, craft rooms, social rooms, laundry rooms, maintenance space, playgrounds, TV lounges, etc.). Lobby areas are available to pets for entering and exiting the property only. Assistance animals for qualified persons with disabilities are exempt from this restriction.
- 6.10.11. All residents owning pets and/or assistance animals must be able to care for their animals, keep them and the units in a safe and healthy condition, and be responsible for any damage, beyond reasonable wear and tear, caused by the pets and/or assistance animals; including, but are not limited to, fumigation of the unit and cost of repairs and replacement to the unit. Residents owning pets and/or assistance animals must meet these requirements on their own or as part of a reasonable accommodation, with assistance from some source other than the KCHA. It is a material violation of the lease for a resident to neglect, abuse, or abandon their animal(s).

**7. KCHA Obligations: KCHA shall be obligated:**

- 7.1. To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition. [966.4(e)(4)]
- 7.2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. [966.4(e)(2)]
- 7.3. To provide all residents a minimum 48 hours written notice that the KCHA intends to enter the dwelling unit and state the reason for entry. Qualified residents with disabilities will be provided notice in the alternative format requested by the resident. The KCHA may enter the resident's dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections. If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the KCHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.
- 7.4. To make necessary repairs to the dwelling unit. [966.4(e)(3)]
- 7.5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied with KCHA. [966.4(e)(5)]
- 7.6. To provide and maintain appropriate receptacles and facilities (except Tenant's household container[s]) for the deposit of garbage, rubbish, and other waste to be removed from the premises. [966.4(e)(6)]

- 7.7. To supply running water, 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 direct utility connection. [966.4(e)(7)]
- 7.8. To inspect the dwelling unit with the Tenant or his/her representatives before the Tenant moves in and to give the Tenant a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. Both the KCHA and the Tenant shall sign the inspection form, and the KCHA shall retain a copy in the Tenant's file.
- 7.9. To inspect the dwelling unit when the Tenant moves out and give the Tenant a written description and itemized statement of any charges to be made for repairs. The Tenant may join in this inspection.
- 7.10. To enforce the terms of this agreement fairly, impartially, and in good faith and not to discriminate against any tenant in the provision of services, or in any manner, on the basis of race, color, creed, religion, sex, national origin, familial status or disability.
- 7.11. To post in the Management Office copies of all rules, regulations, schedules of charges, negative consequences, grievance procedure and other documents and policies which are part of this agreement (by attachment or by reference) and to make these available to the Tenant at his/her expense.
- 7.12. To provide the Tenant and the affected member a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The household will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing or grievance procedure) before final action is taken.
- 7.13. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and participate in those procedures.
- 7.14. KCHA makes no representation that its premises are safe from the threat of theft, injury or damage to residents, residents' families, or the residents' property. KCHA makes no representation that its gates, fences, locks, security or surveillance cameras, and other equipment and services are provided for resident's safety. Any such items are provided for the protection of KCHA's property.
8. **Tenant Obligations:** The resident and all resident authorized members must comply with this section. Failure to comply will subject the family to lease termination. A criminal conviction is not needed to demonstrate serious violations of the Lease. Residents and resident authorized members are obligated:
- 8.1. To use the dwelling as their primary and only private residence for himself/herself and members of the Tenant's family as listed in Part II of this Lease Agreement and not to use or permit the use of the dwelling for any other purpose. [966.4 (f)(3)] This provision does not exclude the care of foster children/adults or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to KCHA Occupancy Standards, and so long as KCHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit. [966.4 (d)((3)(i))] Tenant may obtain permission from the KCHA to run a small profit making business from his/her residence.
- 8.2. Not to assign the Lease, nor sublease the dwelling unit. [ 966.4 (f)(1)]
- 8.3. To sign all necessary consent forms for the release of information that are necessary to complete the re-examination process, including but not limited to HUD Form 9886 and all other required authorization and release forms.
- 8.4. Not to give accommodation to boarders or lodgers. [966.4 f)(2)]
- 8.5. Not to allow a former public housing resident, who was evicted from a federally-funded program to reside their unit.

- 8.6. Not to give accommodation to long-term guests (in excess of time specified in Section VII) without the advance written consent of KCHA.
- 8.7. To abide the necessary and reasonable regulations disseminated by KCHA for the benefit and well being of the housing development and Tenants. These regulations shall be posted publicly in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- 8.8. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- 8.9. To provide appropriate climate control in the unit and take other measures to impede and prevent mold and mildew from accumulating in the unit.
  - 8.9.1. To remove visible moisture build up on windows, walls and other surfaces as soon as reasonably possible.
  - 8.9.2. To not block or cover any of the heating, ventilation or air-conditioning ducts in the unit.
  - 8.9.3. To immediately report to the management office:
    - 8.9.3.1. any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or other common area;
    - 8.9.3.2. any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
    - 8.9.3.3. any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the unit; and
    - 8.9.3.4. any inoperable doors or windows.
  - 8.9.4. Resident further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.
- 8.10. 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)]
- 8.11. To personally refrain from and to cause resident authorized members, pets/animals, guests and other persons under the residents' control to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling unit or development, and to immediately notify the KCHA of any damage in the dwelling unit.
- 8.12. To keep the dwelling unit and other such areas as may be assigned to the resident for the family's exclusive use in a clean and safe condition, and to cure housekeeping violations within 30 calendar days of notice.
- 8.13. All window coverings for the leased premises shall be those approved by the KCHA. Tenant shall not place or maintain any window coverings, blinds, curtains drapes, decorations, or displays other than those approved by the KCHA on any exterior window without KCHA's prior written approval. KCHA shall have the right to grant or withhold approval in its absolute and sole discretion.
- 8.14. To keep the dwelling unit and other such areas and appliances as 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. Exceptions to this requirement may be made for Tenants who have no household members to perform such tasks because of age or disability. [966.4(g)]. Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.

- 8.15. To dispose of all garbage, rubbish, and other household waste in a sanitary and safe manner only in containers approved or provided by the KCHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash in common areas. [966.4(f)(7)]
- 8.16. Families are provided the "House Rules" that sets the guidelines and establishes expectations regarding trash, garbage, and cleanup responsibilities of the Tenant. Tenants in violation of the established trash procedures will face adverse action, up to and including termination of lease. Residents will receive written notice each time a violation occurs, detailing the date of the violation, type of violation, and the amount of fine assessed.
- 8.17. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- 8.18. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, building, facilities, or common areas, and to pay reasonable charges for repairs if so caused.
- 8.19. To refrain from causing or allowing a pest infestation to persist in your dwelling unit, including but not limited to, the following actions:
  - 8.19.1. Failure to properly notify KCHA staff regarding an infestation in the assigned dwelling unit.
  - 8.19.2. Allowing housekeeping habits to deteriorate into such condition that infestation exists or creates conditions conducive to infestation and/or obstructive to effective treatment.
  - 8.19.3. Refusing to allow, obstructing, or interfering with KCHA-scheduled pest control treatments for which proper notification has been accorded.
  - 8.19.4. Failure to abide by reasonable direction from either the KCHA or pest control provider, including pre- and post-treatment instructions.
- 8.20. To pay for damages caused by fire or smoke that is a direct result of negligence on the part of the Tenant, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the actual cost of the repair/replacement less the amount paid by insurance.
- 8.21. To provide and replace smoke detector batteries where battery-operated smoke detectors are furnished. The KCHA will provide working batteries at lease commencement. Tenant agrees he/she and no household member or guest will disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. The first noted failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in a twenty-five dollar (\$25.00) reactivation fee. Repeated failure shall be grounds for termination of the lease, and liability for damages, civil penalties and attorney's fees.
- 8.22. To act and cause resident authorized members, pets/animals, visitors, and/or guests to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, drug abuse, or any other activity that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of the KCHA, or other persons.
- 8.23. Being disorderly and/or disruptive in KCHA offices, at KCHA meetings, during tenant meetings and functions, or other events.
- 8.24. It shall be considered a material breach of a Tenant's lease obligation and grounds for termination of the Lease for Tenant, anyone in Tenant's household, a guest, or person under the Tenant's control, either on or off KCHA premises, to engage in:

- 8.24.1. Any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of the KCHA, or persons. Verbal assault means oral, written, or gestured language that includes berating, yelling, name-calling, harassing, insulting, using expletives, and using inflammatory language or gestures of any kind.
- 8.24.2. Offenses against property including, but not limited to burglary, breaking and entering, arson, or destruction/damage of property, robbery, theft, or the selling of stolen property.
- 8.24.3. Violent activity, on or off the premises. Violent activity means any activity that has as one of its elements the use, attempted use, or threatened use of physical abuse or force substantial enough to cause, or be reasonably likely to cause, bodily injury or property damage; or actions, gestures, or language (written or oral) that are customarily used to threaten or intimidate.
- 8.24.4. Criminal sexual activity, on or off the premises. Criminal sexual activity refers to a crime of a sexual nature or having a sexual motive. For the purposes of this lease, criminal sexual activity is defined by the Illinois Criminal Code (720 ILCS 5 et al.). Additionally, if it is discovered that a household member who is subject to registration as a sex offender was admitted erroneously or becomes a required sex offender registrant during tenancy, KCHA will immediately pursue termination of tenancy and assistance.
- 8.24.5. Any drug-related activity either on or off the premises. To facilitate the purposes of the Quality Housing and Work Responsibility Act of 1998 (42 U.S.C. Section 13662) any drug-related criminal activity in violation of paragraph (m) shall be cause for termination of assistance, termination of tenancy and/or eviction from the unit. For the purposes of this Lease, drug-related criminal activity refers to the possession, sale, manufacture, distribution, use or possession with intent to manufacture, sell, distribute, a controlled substance as defined by Section 102 of the Illinois Controlled Substances Act, 720 ILCS 570, the Illinois Cannabis Control Act, 720 ILCS 550, the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705, or the Federal Controlled Substances Act, 21 U.S.C. Section 801, and includes, but not by way of limitation, methamphetamines, immediate precursors, and supplies/equipment used to manufacture any controlled substance.
- 8.24.6. The KCHA may remove a member from the Lease, without regard to whether the member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or authorized member, and who engages in criminal acts of physical violence against the resident or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim (authorized family member) of such violence, who is also a resident or authorized member.
- 8.24.7. Illinois Department of Corrections (IDOC) Electronic Home Detention Program (Home Monitoring/House Arrest Program):
- 8.24.7.1. To refrain from and prohibit resident authorized members from allowing guests or persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- 8.24.7.2. Felons participating in the (IDOC) Electronic Monitoring Program who are not authorized member(s) of the resident's current lease are barred from entering or residing in the resident's unit.
- 8.24.8. To personally refrain from and to cause resident authorized members, guests and other persons under the residents' control to not display, use, control, or possess anywhere on or near KCHA property any firearms, ammunition, or other deadly or dangerous weapons in violation of Federal, State, and local laws. *Firearms* are defined as a portable gun, being a barreled weapon, that is capable of launching one or more projectiles often defined by the action of pneumatic, spring, electrical, or



an explosive. Examples include, but are not limited to a pistol or revolver, stun gun or taser, a machine gun, rifles of any size, a pneumatic gun, spring gun, paintball gun, B-B gun, etc. *Deadly weapon* is defined as an object, instrument, substance, or device which is intended to be used in a way that is likely to cause death, or with which death can be easily and readily produced. *Dangerous weapon* is defined as an item that can cause serious bodily injury to someone. Unless required by lawful employment, it shall be a lease violation to:

- 8.24.8.1. Display, intentionally or unintentionally, a weapon while on or near KCHA Property, or
  - 8.24.8.2. Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on KCHA Property, or
  - 8.24.8.3. Fire, or otherwise discharge, intentionally or unintentionally, the weapon while on or near KCHA Property, or
  - 8.24.8.4. Use a weapon, intentionally or unintentionally, while on or near KCHA Property, or
  - 8.24.8.5. Display a weapon in conjunction with a verbal or non-verbal threat, or
  - 8.24.8.6. Cause, intentionally or unintentionally, any injury to or on another person, or
  - 8.24.8.7. Cause damage to any personal or real property with the use of a weapon, or
  - 8.24.8.8. Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
- 8.24.9. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises. Causing any fire on KCHA premises, either intentionally or through gross negligence, recklessness, or careless disregard is cause for termination of the lease.
- 8.24.10. To assure that Tenant, any member of the household, a guest or any other person under Tenant's control, shall not engage in the use of cannabis, marijuana, or any derivative thereof, for the purposes of recreational or medicinal use while present on federally-assisted premises.
- 8.25. To personally refrain from and to cause resident authorized members, guests and other persons under the residents' control to from any use of the leased premises for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the Tenant's household or a guest.
- 8.26. To ensure that resident authorized members between the ages of 7 and 17 living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois. To ensure that children age 13 and under participate in day care, after school programs, or are otherwise properly supervised when school is not in session.
- 8.27. To make NO alterations, repairs, or redecorations to the interior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of KCHA. To make no changes to locks or install new locks or exterior doors without KCHA'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 KCHA.
- 8.28. To give prompt prior notice to KCHA, in accordance with Section XVI hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding fifteen (15) calendar days.
- 8.29. To act in a cooperative manner with neighbors and KCHA 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 KCHA staff.

- 8.30. To refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants. Alcohol-related behavior or activities shall be considered a violation of the Lease and grounds for termination of the Lease.
- 8.31. To make an emergency or mandatory administrative transfer to another unit when required under the KCHA transfer policy.
- 8.32. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.
- 8.33. To install window A/C units in accordance with the KCHA's installation criteria and only after receipt of written approval of the installation by the KCHA.
- 8.34. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by KCHA and with prior written approval by the KCHA.
- 8.35. To refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and then only after having received written permission of KCHA.
- 8.36. To ensure that authorized household members between the ages of 6 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois.
- 8.37. To ensure that children age 13 and under participate in day care, after school programs, or are otherwise adequately supervised when school is not in session.
- 8.38. To abide by the KCHA Pet Policy. Tenant will not keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the KCHA, and the family has executed a formal pet ownership agreement that becomes an attachment to this Lease, by reference.
- 8.39. Tenants who are disabled and have a qualified "service animal" shall be exempt from the Pet Deposit and are exempt from the size, weight and type restrictions as listed in the KCHA Pet Policy. However, they are not exempt from the other requirements of the policy. Failure to comply with maintenance and care requirements shall constitute a material violation of the Lease and shall be grounds for termination of the Lease.
- 8.40. Parking Rules: Management assumes no obligation to provide parking for Tenant or members of Tenant's household. However, from time to time parking may be provided on a first-come/first-served basis if there is any space available in the development covered by this Lease, but only at the Authority's discretion and only under the following conditions:
  - 8.40.1. Automobiles shall be parked in designated parking areas only.
  - 8.40.2. No vehicle shall be allowed on any grassed-in area and must be driven in the streets according to City vehicle laws. Minibikes, snowmobiles, and other off-road vehicles are not allowed on the premises or the facilities of the Authority at any time.
  - 8.40.3. All motor vehicles must be registered, State inspected, and legally operable. Tenant agrees to remove from KCHA property any inoperable vehicle or vehicle without valid registration and inspection stickers and to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by KCHA. Any inoperable or unauthorized vehicle shall be removed from KCHA property at the vehicle owner's expense after 24-hour notice.
  - 8.40.4. No motor vehicle shall be used for storage purposes by the Tenant, Tenant family members, guests or visitors.
  - 8.40.5. No motor vehicle judged by KCHA Management to be hazardous to the health, safety, welfare, and peaceful enjoyment of the property of the residents of the area shall be permitted.

- 8.40.6. KCHA Management reserves the right to have a vehicle towed immediately, without notice, in emergency situations when the health or safety of residents or staff is at risk.
- 8.40.7. Tenant also agrees not to wash automobiles or make automobile repairs on KCHA property.
- 8.40.8. A charge for unauthorized parking will be assessed to the Tenant's account in accordance with Parking Violation Charges list.
- 8.41. To remove any personal property left on KCHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 calendar days shall be considered abandoned and will be disposed of by KCHA in accordance with State law. Tenant shall be assessed costs for storage and disposal.
- 8.42. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. Tenant shall notify the KCHA promptly of known need for repairs to his/her dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Tenant's failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.
- 8.43. Not to consume any alcoholic beverage or use glass containers on the real property of the KCHA (meaning parking areas, recreational areas, community facilities, etc.). Alcoholic beverages consumed on KCHA property is permitted to be consumed inside the dwelling unit only.
- 8.44. To assure that all minor children abide by the local City curfew ordinances. Two violations of this rule shall be grounds for termination of the Lease.
- 8.45. To transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by the KCHA that such a dwelling unit is available.
- 8.46. Not to engage in profit-making activities in the dwelling unit without prior written approval by the KCHA.
- 8.47. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
- 8.48. To provide the KCHA with thirty (30) calendar days advance notice of intent to vacate and terminate the Lease. The notice shall be in writing and delivered in person to the KCHA or sent by U. S. Mail, properly addressed. Upon termination of this agreement, the Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the KCHA accepts the unit. Tenant may terminate the lease with less than thirty (30) calendar days advance notice due to documented situations of domestic violence, dating violence or stalking or due to military deployment of more than ninety (90) days or permanent transfer.
- 8.49. To comply with providing accessibility to the unit to contractors hired by KCHA upon proper notice, in accordance with Section X. of this lease agreement.
- 8.50. To pay charges for excess utilities, if applicable for this dwelling unit, fourteen (14) calendar days after the KCHA provides written notice of the charges.
- 8.51. To avoid overloading electrical circuits by limiting the use of electrical appliances and attachments when it appears that an overload caused by the connection of too many appliances at the same time would result in a hazardous condition.
- 8.52. To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress (This includes all ground floor and 2nd story windows.).
- 8.53. To allow any duly authorized agent, employee, or contractor of the KCHA entry, upon reasonable advance notice (48 hours prior to entry). Entry of the dwelling unit will generally occur 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.

- 8.54. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- 8.55. Not to commit any fraud in connection with this housing assistance program.
- 8.56. To comply with the Community Service Requirement as described in the KCHA's Community Service Policy. Tenant and other family members eighteen (18) years of age or older agree that any non-exempt adult family member must on a monthly basis contribute eight (8) hours of community service or participate in a self-sufficiency program for eight (8) hours. Community Service hours must be performed monthly and shall not be delayed beyond each month. Non-compliance with this requirement will result in this Lease not being renewed.
- 8.57. To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.
- 8.58. All accidents involving injury or loss of property to the tenants and/or tenant authorized members, tenant's pet(s), animal(s) guests, or persons under the tenant's control must be reported, verbally or in writing, to property management within five (5) business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies the person may have against the KCHA with respect to said damages or injury.
- 8.59. All properties owned and operated by the Knox County Housing Authority are smoke-free. Effective April 01, 2014, smoking will be prohibited inside any building or vehicle which is part of the Knox County Housing Authority public housing program – including residential dwelling units, program offices, and agency vehicle fleet. Resident responsibilities include:
- 8.59.1. Resident shall be responsible to inform all members of the household, visitors, and guests of the KCHA Smoke-Free policy;
- 8.59.2. Residents shall prohibit smoking in their dwelling unit by household members, visitors, and guests;
- 8.59.3. Residents are responsible for the actions of his/her household members, guests, visitors, invitees, agents, employees, or other persons present in their dwelling unit in reference to this policy;
- 8.59.4. Proper disposal of cigarette butts and other smoking material – cigarette butts and all smoking material must be appropriately disposed of in a decent, safe, and sanitary manner. No person shall be permitted to dispose of said smoking materials on the ground at any time. Additionally, all persons shall be prohibited from disposing of lighted smoking materials in any trash receptacle;
- 8.59.5. If a resident witnesses someone smoking or smells smoke in violation of this policy, it shall be their responsibility to report the violation to the property management office as soon as possible.
- 8.60. To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition. [966.4(e)(4)]
9. **Defects Hazardous to Life, Health or Safety:** The following provisions apply 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: [966.4(h)]
- 9.1. KCHA Responsibilities:
- 9.1.1. KCHA 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 costs for repairs shall be charged to the Tenant.
- 9.1.2. KCHA shall offer Tenant a replacement dwelling unit, if available, if necessary, repairs cannot be made within a reasonable time. KCHA is not required to offer Tenant a replacement unit if Tenant,

household members, or guests caused the hazardous condition. Tenant cause of the hazardous situation shall be grounds for termination of the Lease. [966.4(h)(4)]

9.1.3. In the event the KCHA, 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 of the dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4(h)(4)]

9.1.4. If KCHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Tenant.

9.2. Tenant Responsibilities:

9.2.1. The tenant shall immediately notify the KCHA of any damage or defect to the dwelling unit that is an environmental hazard (such as gas smells and mold), or is hazardous to life, health, or the safety of the occupants.

9.2.2. If necessary repairs cannot be made within a reasonable time, the KCHA shall offer the tenant decent, safe, and sanitary alternative lodgings.

9.2.3. Tenant shall notify the KCHA of the damage and intent to abate rent when damage is not repaired or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4(h)(1)]

9.2.4. Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. The abatement will remain in effect until the damage is corrected.

9.2.5. Tenant agrees to pay full rent, less the abated portion agreed upon by KCHA, during the time in which the defect remains uncorrected.

9.2.6. No abatement of rent shall occur if the tenant rejects alternative lodgings and remains in the dwelling unit or if the damage was caused by the tenant, tenant authorized members, tenant's pet(s), animal(s) guests, or persons under the tenant's control.

9.2.7. If the tenant's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and if a decent and sanitary alternative lodgings that does not contain hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.

**10. Entry of Premises During Tenancy**

10.1. Upon reasonable advance notice (48 hours prior to entry), any duly authorized agent, employee, or contractor of the KCHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, pest control, inspecting the unit, or showing the unit for re-leasing.

10.2. When the resident calls to request maintenance on the dwelling unit, the KCHA shall acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance creates permission for the KCHA to enter the unit and perform the maintenance. If the resident is not at home when the KCHA performs the requested maintenance, the KCHA shall leave a copy of the completed work order in the unit.

10.3. Aside from maintenance requests, the KCHA shall give all residents a minimum 48 hours written notice that the KCHA intends to enter the dwelling unit and state the reason for entry. Qualified residents with disabilities will be provided notice in the alternative format requested by the resident (e.g. Braille, large print, audiotape, etc.).

10.4. If necessary, notices for entry into the premises for extermination purposes can be posted to the resident's front door.

- 10.5. The KCHA may enter the resident's dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- 10.6. If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the KCHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

## **11. Inspections**

- 11.1. Notice for all inspections shall be given in accordance with Section VIII. Of this lease.
- 11.2. All inspections will be conducted to evaluate unit conditions, identify health and safety violations, establish preventive maintenance programs, prepare unit rehabilitation specifications, determine lease compliance, or take other actions to improve the maintenance of units.
- 11.3. Move-in inspection—KCHA and Tenant or representative shall jointly inspect the dwelling unit prior to occupancy by Tenant. KCHA 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 KCHA and Tenant and a copy of the statement retained in Tenant's file. [966.4(i)] KCHA will correct any deficiencies noted on the inspection report, within ten (10) business days, at no charge to the Tenant.
- 11.4. Move-out inspection—KCHA will inspect the unit at the time Tenant vacates and provide 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. [966.4(i)].
- 11.5. Annual and Interim Inspections: The KCHA shall inspect the condition of the dwelling unit, the equipment and appliances within, and any areas assigned to the tenant for upkeep. Inspections will be used to determine family's compliance with housekeeping standards and overall care of the dwelling unit. KCHA will initiate service orders for items to be found defective.

## **12. Maintenance, Repair, and Services**

- 12.1. The tenant shall be responsible to notify the KCHA of any damage or defects to the dwelling unit and areas under their control.
- 12.2. When the resident calls to request maintenance on the dwelling unit, the KCHA shall acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance creates permission for the KCHA to enter the unit and perform the maintenance. If the resident is not at home when the KCHA performs the requested maintenance, the KCHA shall leave a copy of the completed work order in the unit.
- 12.3. Tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Tenant Charges" posted in the Management Office.
- 12.4. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or KCHA property by the Tenant, or by a member of the Tenant's household, or by a guest of the Tenant.
- 12.5. Such charges are due and payable thirty (30) days after the KCHA provides Tenant written notice that charges are due. Failure to pay such charges on the date due shall be considered a serious violation and grounds for termination of this Lease.
- 12.6. The exemption of the Tenant's maintenance obligation for age or physical disability is expanded to cover any disability.

12.7. The KCHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the tenant except for injuries or property damage resulting from intentional or negligent acts or omissions on the part of the KCHA, KCHA representatives, or agents of the KCHA. KCHA encourages and recommends that resident obtains renters insurance.

**13. Abandonment and Abandoned Property**

13.1. Management shall take possession of the apartment after the Tenant has moved out. If the Tenant and all other persons are absent from the dwelling unit for thirty (30) consecutive days during the Lease term or any renewal or extension period while the rent is delinquent, the KCHA may deem the unit abandoned if inspection shows that all or most of the Tenant's property has been removed.

13.2. The KCHA shall secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice after forty-eight (48) hours, or if all the Tenant's possessions have been removed, the KCHA will take possession of the dwelling unit, provided that the rent still remains unpaid.

13.3. Any possessions left in the dwelling unit will be removed and stored by the KCHA at the Tenant's expense. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease.

13.3.1. Any sale under this lease shall take place only after thirty (30) day written notice of time and place of sale is sent by certified mail, return receipt requested, to the Tenant at the Tenant's last address.

13.3.2. The sale will be public and subject to any recorded chattel mortgage or financing statement.

13.3.3. The sale shall be to the highest cash bidder; proceeds shall first be credited to cost of the sale and then to any indebtedness. Any surplus shall be mailed to the Tenant at his/her forwarding or last known address.

13.3.4. Tenant may reclaim their possessions at any time prior to the sale.

13.4. Nothing under this Section shall limit the KCHA's right to immediately dispose of trash or other property appearing to have no value.

**14. Notice Procedures**

14.1. Tenant Responsibility—Any notice to KCHA must be in writing, delivered to the Management Office or Project Office, or sent by first-class mail, properly addressed. [966.4(k)(l)(ii)]

14.2. KCHA Responsibility—Notice to Tenant must be in writing, with service being personal or abode:

14.2.1. Personally to the Tenant or to any adult household member;

14.2.2. Sent by certified or registered mail addressed to Tenant, with a return receipt;

14.2.3. Left with some person over the age of 13 years or upwards, residing in or in possession of the premises;

14.2.4. In the event no one is in actual possession of the premises, then posting.

14.3. If personal or abode service cannot be had after 3 attempts, notice shall be posted on the premises and sent by certified or registered mail addressed to Tenant, with a return receipt.

14.4. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.

14.5. If Tenant is visually impaired, all notices will be in accessible format. [966.4(k)(2)]

14.6. The KCHA shall notify the Tenant of the specific grounds for any proposed adverse action by the KCHA.

14.7. The KCHA shall notify the Tenant of the opportunity for a hearing under the KCHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:

- 14.7.1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the KCHA;
- 14.7.2. Any violent or drug-related criminal activity on or off such premises;
- 14.7.3. Any violation of 8.24 of this lease, including all subsections thereof.

14.8. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a "notice of lease termination/demand for possession" shall constitute adequate notice of proposed adverse action.

14.9. In the case of a proposed adverse action other than a lease termination/demand for possession, the KCHA shall not take a proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. [966.4(e)(8)]

## 15. Termination of the Lease

15.1. For termination of the Lease, the following procedures and the ACOP shall be followed by the KCHA and the resident:

15.1.1. The resident may terminate this Lease at any time by giving 30 calendar days written notice. Failure to give notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.

15.1.2. This Lease may be terminated by the KCHA at any time only for serious or repeated violations of material terms of the Lease. A criminal conviction is not needed to demonstrate a serious or material violation of the lease. Serious or repeated violations of the lease include, but are not limited to, the following:

15.1.2.1. The tenant or any authorized household members fail to abide by the necessary and reasonable policies and procedures established by the KCHA, for the benefit and wellbeing of the housing development and the residents.

15.1.2.2. The resident fails to make payments due under the Lease. This includes failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, authorized household member, pet(s), animal(s), or guests of the household.

15.1.2.3. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges that are due by the fifth (5th) of the month. Four (4) such late payments within a twelve (12) month period shall constitute a repeated late payment.

15.1.2.4. The resident and authorized household members fail to obtain and maintain utilities connected.

15.1.2.5. The resident or any authorized household members are in violation of the occupancy guidelines (Section 5 of the ACOP).

15.1.2.6. The resident or any authorized household members fail to abide by the necessary and reasonable policies and procedures established by the KCHA, for the benefit and well-being of the housing development and the residents, which shall be posted in the management office and incorporated by reference in the Lease.

15.1.2.7. The resident fails to fulfill Resident Obligations set forth in Lease Section 8.



- 15.1.2.8. After admission, the KCHA discovers material facts that would have made the resident ineligible for housing during the initial screening process or re-examination;
- 15.1.2.9. The KCHA discovers material false statements or fraud by the resident in connection with an application for assistance or with re-examination of income.
- 15.1.2.10. Misrepresentation of family income, assets, deductions or family composition.
- 15.1.2.11. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- 15.1.2.12. The tenant knowingly provides misleading statements, falsifies documents, or otherwise obstructs the lawful and reasonable business of the KCHA.
- 15.1.2.13. Failure to comply with any smoke-free provisions set forth as a result of this lease or related policy shall be considered a material violation of the lease and subject residents in violation to adverse action, up to and including termination of lease.
- 15.1.2.14. The resident allows an unauthorized individual to reside in the unit.
- 15.1.2.15. The resident falsifies documents or provides misleading documents regarding any resident authorized member's illegal use of a drug, abuse of alcohol, or rehabilitation of illegal drug users or alcohol abusers.
- 15.1.2.16. The resident fails to notify the KCHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence.
- 15.1.2.17. The resident allows a KCHA-barred individual to visit the unit, or any area under the tenant's control.
- 15.1.2.18. The resident allows guests or visitors to remain in the unit for a time period that exceeds the limits stated in the KCHA Visitors Policy and this lease without approval from the Property Manager.
- 15.1.2.19. The resident fails to complete a scheduled or interim re-examination.
- 15.1.2.20. The resident fails to supply information necessary to complete re-examination.
- 15.1.2.21. The resident fails to accept the KCHA's offer of a lease revision or modification to an existing lease;
- 15.1.2.22. The resident fails to comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety.
- 15.1.2.23. The resident refuses to allow the KCHA to perform necessary unit inspections of the resident's unit pursuant to this lease.
- 15.1.2.24. The resident or any authorized household members, visitors, guests, or persons under the resident's control fail to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling units or developments.
- 15.1.2.25. The resident fails to immediately notify the KCHA of any damage in the dwelling unit.
- 15.1.2.26. The resident fails to keep the dwelling unit and other such areas as may be assigned to the household for the household's exclusive use in a clean and safe condition.

- 15.1.2.27. The resident fails to dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- 15.1.2.28. The resident fails to cure housekeeping violations within 30 calendar days of notice.
- 15.1.2.29. The resident creates a pest infestation or allows an infestation to persist in their assigned dwelling unit in violation of this lease.
- 15.1.2.30. The resident fails to remove from KCHA property any vehicles owned or in the control of the household that are without valid registration. To refrain from parking any vehicles in any right-of-way, fire lane, or other KCHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from KCHA property at the resident's expense. Automobile repairs are not permitted on KCHA property.
- 15.1.2.31. The resident changes locks or installs new locks or anti-theft devices without the written approval of the KCHA.
- 15.1.2.32. The resident, any authorized household members, visitors, guests, or persons under the resident's control fail to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of the KCHA, or other persons.
- 15.1.2.33. The resident or any authorized household members fail to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other fixtures, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- 15.1.2.34. The resident violates or fails to keep dogs, cats, other common household pets, and assistance animals on the premises, in accordance with the Pet Policy and this lease. Pet Ownership requires prior written consent and approval of a pet application, which will become part of this Lease.
- 15.1.2.35. The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed under federal or state law.
- 15.1.2.36. The resident, any authorized member of the household, a guest, or another person under the resident's control engages in activity, criminal or otherwise, that disturbs, disrupts, or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of KCHA, or other persons.
- 15.1.2.37. The resident, any authorized member of the household, a guest, or another person under the resident's control engages in any drug-related criminal activity on or off the premises as defined in this lease.
- 15.1.2.38. The resident or resident authorized member has a conviction for the manufacture or production of methamphetamine on federally-assisted property.
- 15.1.2.39. The resident or resident authorized member is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program, including the 10-year Illinois State Sex Offender Registration Act.

- 15.1.2.40. The resident or resident authorized member was involved in criminal and/or drug-related activity within the past 180 days that was a threat to health and safety as determined by the use of a criminal background report.
- 15.1.2.41. The resident fails to refrain from and cause resident authorized members and guests to refrain from:
  - 15.1.2.41.1. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of the KCHA, or other persons.
  - 15.1.2.41.2. Engaging in any criminal activity that threatens the life, health, or property of other residents, KCHA employees, agents of the KCHA, or other persons.
  - 15.1.2.41.3. Resident, the resident's authorized members, visitors/guests, or persons under the resident's control, are in violation of this lease involving firearms, ammunition, or other weapons anywhere on KCHA property.
- 15.1.2.42. Causing any fire on KCHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
- 15.1.2.43. The resident fails to refrain from and prohibit authorized household members or guests from allowing persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- 15.1.2.44. The resident or any authorized household members fail to refrain from allowing a former public housing resident, who was evicted from a federally-funded program to occupy their unit.
- 15.1.2.45. The resident or any authorized household members fail to refrain from providing housing to boarders or lodgers, assigning the lease, or subletting the unit.
- 15.1.2.46. The resident household is over the income limit of the housing program in accordance with Chapter 13-III.C of the ACOP.
- 15.1.2.47. The resident or any adult authorized household members fail to ensure that authorized household members between the ages of 7 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois.
- 15.1.2.48. The resident or any adult authorized household members fail to ensure that children age 13 and under participate in day care, after school programs, or are otherwise adequately supervised when school is not in session.
- 15.1.2.49. The resident and the live-in aide fail to complete and sign the KCHA Lease Addendum for Live-In Aides.
- 15.1.2.50. The resident fails to allow the KCHA, its agents or contractors, access to the unit after proper notice has been given to the resident.
- 15.1.2.51. The resident, any authorized members, guests, or persons under the resident's control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking. The KCHA will not hold the victim of any incident or incidents of actual and/or threatened domestic violence, sexual assault/violence, dating violence, or stalking liable for lease violations.
- 15.1.2.52. The resident fails to make an emergency or mandatory administrative transfer to another unit when required under the KCHA transfer policy in Section V of the ACOP.
- 15.1.2.53. Public housing dwelling unit is not the sole domicile of the resident and resident authorized members.

15.1.2.54. This Lease will not be renewed, and tenancy will be terminated at the end of the 12-month term by the CHA if non-exempt adult members of the resident family are not in compliance with the Community Service and Economic Self-Sufficiency Requirement.

15.1.2.55. Any other violation of this lease agreement, its attachments, addendums, or other policies incorporated by reference deemed serious or repeated in nature.

15.1.3. In deciding to evict for criminal activity, the KCHA may consider all of the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by resident authorized members and the effects that the eviction would have on resident authorized members not involved in the proscribed activity. In appropriate cases, the KCHA may permit continued occupancy by remaining authorized members and may impose a condition that resident authorized members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The KCHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.

15.1.4. The KCHA will not be required to prove that the resident knew, or should have known, that the authorized member of the household, guest, or another person under the resident's control was engaged in the prohibited activity. However, the resident may raise as a defense that the resident did not know, nor should have known, of said criminal activity. The resident must prove such defense by the preponderance of the evidence.

15.2. KCHA shall give written notice of the proposed termination of the Lease of:

15.2.1. Thirty (30) days in the case of failure to pay rent, unless otherwise directed by federal or state regulation/guidance to provide more notice.

15.2.2. A reasonable time, but not to exceed thirty (30) calendar days, considering the seriousness of the situation, the health and safety of other tenants and KCHA staff, and the effect on the remaining tenant families.

15.2.2.1. Three (3) days in the case of creation or maintenance of a threat to the health, safety and security of other residents, guests, KCHA employees, KCHA agents, or persons residing in the immediate vicinity of the premises;

15.2.2.2. Three (3) days if any member of the household has engaged in any drug-related criminal activity, violent criminal activity, or sexual criminal activity in violation of Section IX (o.) of this lease;

15.2.2.3. Thirty (30) calendar days in any other case.

15.3. The notice of termination:

15.3.1. The notice of termination to the Tenant shall state specific reasons for the termination, shall inform the Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine KCHA documents directly relevant to the termination and/or eviction.

15.3.2. When KCHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such hearing in accordance with KCHA's Grievance Procedures.

15.3.3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. 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 court costs and attorney's fees.

- 15.3.4. The notice of termination shall contain tenant rights to reasonable accommodation and protections under the Violence Against Women's Act (VAWA).
- 15.3.5. In the event of a termination notice for nonpayment of rent, the following elements must be present in such notice:
  - 15.3.5.1. Instructions on how the tenant can cure the nonpayment of rent violation;
  - 15.3.5.2. Itemized accounting, by month, of the alleged rent owed;
  - 15.3.5.3. Other arrearages (amounts) itemized by month;
  - 15.3.5.4. Date by which the tenant must pay the amount of rent owed before an eviction for nonpayment of rent can be filed;
  - 15.3.5.5. Information on how the tenant may recertify their income, request a hardship, or request to switch from flat rent to income-based rent; and
  - 15.3.5.6. Any other information as required by HUD.
- 15.3.6. When KCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.
- 15.3.7. When KCHA is not required to offer Tenant the opportunity for a hearing under the grievance procedures and KCHA has decided to exclude such grievance from KCHA's Grievance Procedures, the notice of 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 KCHA 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 criminal activity that threatens health and safety of other tenants and staff or for drug-related criminal activity. [966.4(l)(3)(v)]
- 15.3.8. KCHA may only evict Tenant from dwelling unit by bringing a court action. [966.4(l)(4)]
- 15.4. Tenant may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to the KCHA.
- 15.5. When KCHA evicts a Tenant from a dwelling unit for criminal activity, KCHA 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 no longer deliver mail for such persons and they will no longer have reason to return to the unit. [966.4(l)(5)(ii)]
- 15.6. Tenant shall pay all court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit, unless the Tenant prevails in such legal action.
- 15.7. This Lease Agreement shall terminate upon abandonment of the premises by the Tenant.
- 15.8. Default Options - If the Tenant violates any term or obligation under this lease, or has misrepresented any material fact to the KCHA, then the KCHA shall have the right, at its option, to pursue any of the following remedies:
  - 15.8.1. Civil suit for collection of any amount that may be owed to the KCHA in the form of rent and other charges, utility surcharges, or for damage to its property;
  - 15.8.2. Evict the Tenant and all members of the household;
  - 15.8.3. Elect to not renew the lease;
  - 15.8.4. Seek criminal prosecution, if appropriate;

- 15.8.5. Refer the Tenant to a collection agency for collection of any amount due and not paid;
- 15.8.6. Report any amount due by the Tenant to the KCHA to a credit bureau;
- 15.8.7. Recommend administrative sanctions by HUD.

**16. Grievance Procedures and Requirements**

- 16.1. Disputes arising under this Lease shall be resolved pursuant to the KCHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- 16.2. The resident shall not be allowed to use the KCHA's Grievance Procedure for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, KCHA employees, agents of KCHA, or persons; any drug-related criminal activity on or off premises; or any activity resulting in a felony conviction.
- 16.3. Grievances that do not involve the KCHA as a party to the dispute, attempts to file a class action grievance complaint, and grievances attempting to initiate policy changes are prohibited.
- 16.4. In the case of a proposed adverse action, including a proposed Lease termination, the KCHA shall not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- 16.5. When the KCHA is required to offer the resident the opportunity for a grievance hearing and the resident has made a timely request, the tenancy shall not terminate, until the time for the tenant to request a grievance hearing has expired. If the hearing was timely requested, and the request is grievable under the KCHA's Grievance Procedure, tenancy shall not terminate until the grievance process has been completed and results have been forwarded to the resident, even if the Notice of Lease Termination has expired.

**17. Modification of the Lease**

- 17.1. This Lease and all policies, rules, and charges which are a part of this lease by attachment or by reference may be modified from time to time by the KCHA, provided the KCHA gives at least a thirty (30) calendar day written notice to Tenants, setting forth the opportunity to present written comment which shall be taken into consideration by the KCHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the KCHA.
- 17.2. This Lease together with any future adjustment of rent or dwelling unit evidences the entire agreement between the KCHA and the Tenant. No changes herein shall be made except those in writing, and signed and dated by both parties, except for Section VII Terms and Conditions. However, nothing shall preclude the KCHA from modifying this Lease to take into account revised provisions of law or government actions.

**18. Accommodation of Persons with Disabilities**

- 18.1. A person with disabilities shall for all purposes under this lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term or any renewal hereof request reasonable accommodation of a household member with a disability, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**19. Solicitation, Trespassing, and Exclusion of Non-Residents**

- 19.1. The KCHA is committed to providing a decent, safe and sanitary environment throughout the KCHA's property. The Tenant agrees to the KCHA's reservation of the following rights to aid in providing such an environment:

19.2. The Tenant delegates to the KCHA the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on KCHA property by non-Tenants of the KCHA, unless the express written permission of the KCHA is properly obtained in advance and in accordance with any applicable policies and/or procedures of the KCHA. The KCHA shall exercise this right to the extent allowable by all applicable laws and/or regulations.

19.3. The KCHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to, guests who: (1) conduct themselves in a manner to disturb the residents' peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the KCHA's property; (2) engage in illegal or other activity which would impair the physical and social environment of the KCHA's premises; (3) engage in any activity that threatens the health, safety, or peaceful enjoyment of the KCHA premises by residents of the KCHA, employees of the KCHA, or other persons lawfully on the premises; and (4) threatens personal or KCHA property.

**20. Waiver**

20.1. No delay or failure by KCHA's in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT 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 THIS LEASE AGREEMENT.)**

**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 1<sup>st</sup> day of each month, and shall be delinquent after the fifth 5<sup>th</sup> 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 4<sup>th</sup> 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: \_\_\_\_\_