

**DWELLING LEASE  
PART I & PART II**

**KNOX COUNTY HOUSING AUTHORITY  
GALESBURG, ILLINOIS**

<p><b>Adopted by KCHA Board of Commissioners</b></p> <p><b>Resolution No.:</b> _____</p> <p><b>Date of Adoption:</b> _____</p> <p><b>Effective Date of Implementation:</b> _____</p>
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**Authorized Use by the Knox County Housing Authority**

**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)]

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

- (a) 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)]
- (b) Dwelling unit must be the sole private residence of the Tenant and the 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)]
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children/adults, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of the KCHA. Such approval will be granted only if the new family members pass KCHA screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster children/adults shall not be unreasonably refused. [966.4 (d)(3)(i)]

Tenant agrees to wait for KCHA approval before allowing additional persons to move into dwelling unit. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, and the KCHA may terminate the lease in accordance with Section XVII. [966.4 (f)(2)]

- (d) 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.

**II. Lease and Amount of Rent**

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically renew for successive terms of one (1) calendar year. [966.4(a)(2)] 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)]
- (b) **Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5<sup>th</sup>) calendar day of the month.** Rent may include utilities as described in Section VI 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)]

**III. 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)]

- (a) **Maintenance Costs**—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or 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.
- (b) Parking Violation Charges – A charge for unauthorized parking will be assessed to the Tenant’s account in accordance with Parking Violation Charges list.
  - (c) Garbage Violation Charges – Ticket violation charges will be assessed in accordance with the current list of trash/garbage pickup schedule/fines established for family sites. 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.
  - (d) 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.
  - (e) 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.
  - (f) 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)]
  - (g) 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. **Monthly payments will be a minimum of twenty-five dollars (\$25.00), with the expectation that full payment of the retroactive amount owed can be paid in a twelve (12) month period.** 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.

**IV. 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.

**V. Security Deposit**

- (a) Tenant Responsibilities—Tenant agrees to pay an amount of \_\_\_\_\_dollars (\$\_\_\_\_\_) for the security deposit prior to occupancy. The dollar amount of the Security Deposit is located in Part II of this Lease. [966.4(b)(5)]
- (b) 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:
  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;
  2. The cost of non-routine cleaning or repair of the dwelling unit or its equipment (no charge is made for normal wear and tear);
  3. The cost of keys not returned to the Management Office;
  4. Prorated rent if required written notice of intent to vacate is not provided.

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.

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.

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.

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

- (a) **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.
- (b) **Tenant-paid Utilities**—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.

Tenant agrees to maintain natural gas and electrical services in the dwelling unit at all times. Failure to maintain electrical or natural gas services for more than twenty-four (24) hours shall be considered a serious violation of the terms of the lease and shall be grounds for termination of the Lease.

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]

- (c) 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)]
- (d) Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.
- (e) All utility deposits shall be in the name of the Head of the Household or other adult household member who has signed the Lease.
- (f) 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.

#### **VII. Terms and Conditions:**

**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)]

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. [8.3] 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.

(a) 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:

1. Scheduled Reexaminations

- a. 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.
- b. 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.
- c. 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.
- d. Tenant and adult household members shall certify to compliance with the 8 hour per month community service requirement if applicable. [960.603]

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.

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.

(b) Rent will not change during the period between regular reexaminations, UNLESS during such period: [960.209(b)]

- 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;
- 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.);
- 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;

4. The household income has been reduced for any reason. The Tenant must report any and all changes in income and composition within ten (10) calendar days of such change, and rent will be adjusted in accordance with the current KCHA Admissions and Continued Occupancy Policy and HUD regulations;
  5. HUD regulations require an increase;
  6. 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;
  7. 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;
  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;
  9. There is a change in the Tenant's family composition or income.
- (c) 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.
- (d) Rent Adjustments—Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
1. In the case of rent decrease, the adjustment will become effective the first (1<sup>st</sup>) day of the month following the date the Tenant reported the change.
  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 second (2<sup>nd</sup>) month following the month in which the change was reported.
  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.
- (e) 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.
- (f) Minimum Rent--The KCHA has established a minimum rent of fifty dollars (\$50.00). The minimum rent is subject to the following:
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:
    - a. 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;

- b. The Tenant would be evicted as a result of the implementation of an increase in minimum rent;
  - c. The income of the Tenant has decreased because of changed circumstance, including loss of employment;
  - d. A death in the family has occurred which affects the Tenant's circumstances;
  - e. Other circumstances which shall be decided by the KCHA on a case-by-case basis.
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.
  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.
  4. This section does not prohibit the KCHA from taking eviction action for other Lease violations unrelated to financial hardship.
- (g) Transfers—[966.4(c)(3)]
1. Tenant agrees that if the KCHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, KCHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design and to move to the new unit at the Tenant's expense.
  2. KCHA shall move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. Reasonable costs for such moves will be paid by KCHA.
  3. 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.
  4. 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. Reasonable costs for such moves will be paid by KCHA.
  5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the KCHA. Tenant shall be given fifteen (15) calendar days to move following delivery of a transfer notice. Refusal to move shall be grounds for termination of the Lease.
  6. Involuntary transfers are subject to the Grievance Procedures, and no such transfers shall be made until either the time to request a grievance has expired or the grievance procedure has been completed.
  7. KCHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

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

- (a) 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)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety. [966.4(e)(2)]
- (c) To make necessary repairs to the dwelling unit. [966.4(e)(3)]

- (d) To 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)]
- (e) 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)]
- (f) 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)]
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.

**IX. Tenant Obligations:** Tenant shall be obligated:

- (a) 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.
- (b) Not to assign the Lease, nor sublease the dwelling unit. [ 966.4 (f)(1)]
- (c) Not to give accommodation to boarders or lodgers. [966.4 f)(2)]
- (d) Not to give accommodation to long-term guests (in excess of time specified in Section VII) without the advance written consent of KCHA.
- (e) 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.
- (f) 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)]

(g) 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)] Tenants who repeatedly fail to maintain housekeeping standards established by the KCHA (as documented by maintenance inspections, pest control inspections, and other housekeeping inspections) will be required to participate in housekeeping classes. Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.

(h) 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)]

Families living in KCHA Family Scattered Sites are provided the "Trash Procedures/Pickup" memo that sets the guidelines and establishes expectations regarding trash, garbage, and yard cleanup responsibilities of the Tenant. Scattered site Tenants in violation of the established trash procedures will face adverse action, up to and including termination of lease.

(i) 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)]

(j) 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. 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.

(k) 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 \_\_\_\_\_ dollar (\$\_\_\_\_\_) reactivation fee. **Repeated failure shall be grounds for termination of the lease, and liability for damages, civil penalties and attorney's fees.**

(l) To act, and cause household members or guests to act in a manner that will:

1. Not to impair the physical or social environment of the complex;
2. Be conducive to maintaining all KCHA projects in a decent, safe, and sanitary condition.

(m) To assure that Tenant, any member of the household, a guest or any other person under Tenant's control, shall not engage in:

1. Any activity that threatens the health, safety, or right to other Tenants' peaceful enjoyment of their accommodations or community facilities; or
2. Any drug-related criminal activity. Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this Lease, drug-related refers to manufacture, possession, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(n) 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.

(o) 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.

- (p) 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.
- (q) To abide by local and state ordinances or laws with respect to possession and/or use of a firearm.

It shall be considered a prohibited activity, a material breach of a Tenant's Lease Obligation, and grounds for termination of this Lease, for any Tenant or anyone in the dwelling unit with the Tenant's consent to do any of the following upon KCHA property:

1. To intentionally, knowingly, or recklessly carry on or about his/her person an illegal weapon as defined by local or state law;
2. To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
3. To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
4. To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the local State Penal Code

- (r) Not to commit any of the following criminal activities either on or off KCHA property:
  1. Any crime of physical violence to persons or property.
  2. Illegal use, sale, or distribution of cannabis, narcotics, or other drug-related criminal activity.

It shall be considered a material breach of a Tenant's lease obligation and grounds for termination of the Lease for Tenant or anyone in Tenant's household to commit the above criminal acts either on or off the premises.

- (s) 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.
- (t) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.
- (u) 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.
- (v) 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.
- (w) 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.
- (x) 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.
- (y) 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.

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.

- (z) **Parking Rules:** To park only in areas designated for parking. 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. Tenant also agrees **not to** wash automobiles or make automobile repairs on KCHA property. A charge for unauthorized parking will be assessed to the Tenant's account in accordance with Parking Violation Charges list.
- (aa) 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.
- (bb) 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.
- (cc) 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.
- (dd) 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.
- (ee) 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.
- (ff) Not to engage in profit-making activities in the dwelling unit without prior written approval by the KCHA.
- (gg) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
- (hh) **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.
- (ii) To assist in the extermination of insects and vermin (roaches, ants, mice, etc). With proper notice given by the KCHA, permit exterminators to enter the unit to treat for insects and vermin.
- (jj) To comply with providing accessibility to the unit to contractors hired by KCHA.
- (kk) 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.
- (ll) 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.
- (mm) To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress (This includes all ground floor and 2<sup>nd</sup> story windows.).
- (nn) To allow inspection of the unit upon receipt of forty-eight (48) hour written notice by the *KCHA*.

- (oo) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (pp) Not to commit any fraud in connection with this housing assistance program.
- (qq) 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**, subject to the Tenant/family member's right to request a hearing under the KCHA's Grievance Procedures.
- (rr) To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.

**X. 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)]

(a) KCHA Responsibilities:

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.
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)]
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)]
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.

(b) Tenant Responsibilities:

1. Tenant shall immediately notify the Manager 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)]
2. Tenant agrees to pay full rent, less the abated portion agreed upon by KCHA, during the time in which the defect remains uncorrected.
3. Tenant shall accept any replacement unit offered by KCHA.

**XI. Move-in and Move-out Inspections**

- (a) 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, at no charge to the Tenant.
- (b) 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)]

**XII. Maintenance, Repair, and Services**

- (a) 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.
- (b) "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.
- (c) Such charges are due and payable fourteen (14) 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.
- (d) The exemption of the Tenant's maintenance obligation for age or physical disability is expanded to cover any disability.

**XIII. Abandonment and Abandoned Property**

- (a) 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.
- (b) 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.
- (c) 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.
  - 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.
  - 2. The sale will be public and subject to any recorded chattel mortgage or financing statement.
  - 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.
  - 4. Tenant may reclaim their possessions at any time prior to the sale.
- (d) Nothing under this Section shall limit the KCHA's right to immediately dispose of trash or other property appearing to have no value.

**XIV. Notices**

- (a) The KCHA shall notify the Tenant of the specific grounds for any proposed adverse action by the KCHA.
- (b) 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:
  - 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;
  - 2. Any violent or drug-related criminal activity on or off such premises; or
  - 3. Any criminal activity that resulted in felony conviction of a household member.
- (c) 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.

- (d) 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)]

**XVI. Notice Procedures**

- (a) 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)]
- (b) KCHA Responsibility—Notice to Tenant must be in writing, delivered to the Tenant or to any adult household member, or sent by first-class mail addressed to Tenant. [966.4(k)(l)(i)]
- (c) Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices will be in accessible format. [966.4(k)(2)]

**XVII. Termination of the Lease:** In terminating the Lease, the following procedures shall be followed by KCHA and Tenant:

- (a) This Lease shall be terminated only for serious or repeated violations of material terms of the Lease, such failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause. [966.4(l)(2)] Such serious or repeated violation of terms shall include, but are not limited to:
  1. The failure to pay rent or other payments when due.
  2. 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. After the 3<sup>rd</sup> violation of late payment, the tenant will be required to attend three (3) budget counseling classes Four (4) such late payments within a twelve (12) month period shall constitute a repeated late payment.
  3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier for such utilities or failure to pay excess consumption surcharges when utilities are provided by the KCHA.
  4. Misrepresentation of family income, assets, deductions or family composition.
  5. 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.
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of ANY development site.
  7. Criminal activity by Tenant, household members, guests or other persons under Tenant's control. Includes criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity. In deciding to evict for criminal activity (including domestic violence, dating violence or stalking), KCHA shall have discretion to consider all circumstances of the case, including seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, KCHA may permit continued occupancy by remaining family members (including family members who are victims of domestic violence, dating violence or stalking) and may impose a condition that family members who engaged in the proscribed activity will neither reside nor visit the unit. KCHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(l)(5)]
  8. Illegal weapons or illegal drugs seized in a KCHA unit by a law enforcement officer.
  9. Any fire on KCHA property caused by carelessness or unattended cooking.

10. Fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; a current member of the household fleeing to avoid prosecution; or custody or confinement after conviction for a crime; or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or that, in the case of the State of New Jersey, it is a high misdemeanor); or violating a condition of probation or parole imposed under State or Federal Law.
- (b) KCHA shall give written notice of the proposed termination of the Lease of:
1. Fourteen (14) days in the case of failure to pay rent.
  2. A reasonable time, but not to exceed thirty (30) calendar days, considering the seriousness of the situation, when the health and safety of other tenants or KCHA staff is threatened.
    - a. 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, or persons residing in the immediate vicinity of the premises;
    - b. Three (3) days if any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
    - c. Fifteen (15) calendar days if any member of the household has been convicted of a felony.
    - d. Thirty (30) calendar days in any other case.
- (c) The notice of termination:
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.
  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.
  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.
  4. 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.
  5. 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(1)(3)(v)]
  6. KCHA may only evict Tenant from dwelling unit by bringing a court action. [966.4(1)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty (30) calendar days written notice properly addressed and delivered to the KCHA.
- (e) 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(1)(5)(ii)]

- (f) 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.
- (g) This Lease Agreement shall terminate upon abandonment of the premises by the Tenant.
- (h) 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:
  1. Civil suit for collection of any amount that may be owed to the KCHA in the form of rent, utility surcharges, or for damage to its property;
  2. Evict the Tenant and all members of the household;
  3. Seek criminal prosecution, if appropriate;
  4. Refer the Tenant to a collection agency for collection of any amount due and not paid;
  5. Report any amount due by the Tenant to the KCHA to a credit bureau;
  6. Recommend administrative sanctions by HUD.

**XVIII. Modification of the Lease**

- (a) 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.
- (b) 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.

**XIX. Accommodation of Persons with Disabilities**

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.

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

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:

- (a) 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.
- (b) 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.

**XXI. Waiver**

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.)**

Z:\2010\Authority Plans and Policies\Consortium Partners\Knox Co. (Galesburg, IL)\Authority Policies\Current Policies\ACOP POLICY PACKAGE\#5 - Knox Co. (Galesburg, IL) - Dwelling Lease - Part I\_FINAL Sep 14 2010.doc

**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 \_\_\_\_\_ [966.4(a)]

- (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.	HoH						
2.							
3.							
4.							
5.							
6.							
7.							
8.							

- (3) **Term:** The term of this Lease shall be one (1) calendar year, renewed as stipulated in Part I of this Lease.
- (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 flat rent for the Dwelling Unit
- This is the rent based on income and other information reported by the Tenant.

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

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

( ) Electricity    ( ) Natural Gas    ( ) Heating Fuel    ( ) Water    ( ) Sewerage    ( ) Trash Collection  
 ( ) Other: \_\_\_\_\_

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

( ) Cooking Range    ( ) Refrigerator    ( ) Other: \_\_\_\_\_

- (7) **Utility Allowance:** If Tenant pays any utilities directly to the supplier, the KCHA will provide a utility allowance in the amount of \$\_\_\_\_\_. If Tenant's income based rent is less than the utility allowance, the amount of the utility reimbursement which is \$\_\_\_\_\_, will be paid to \_\_\_\_\_.
- (8) **Surcharges for Additional Appliances:** (When KCHA supplies electricity) Charges for additional appliances are due per the following:  
Air Conditioners: An additional surcharge of \$\_\_\_\_\_ per month will be payable for each air conditioner in the dwelling unit for each month of occupancy.  
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, Type\_\_\_\_\_  Extra Refrigerator  Second Color TV  
 Second Stereo  Automatic Washer  Electric Space Heater  
 Other:\_\_\_\_\_  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, Housekeeping Standards Policy, Grievance Procedures, Admissions and Continued Occupancy Policy, Schedule of Maintenance and Other Charges, and Other:\_\_\_\_\_. 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.**

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 devise 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.

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 Household Member \_\_\_\_\_ Date \_\_\_\_\_

Manager \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

**Tenant's Certification**

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

**Attachments**

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

- Part I of this Lease Agreement
- Lease Renewal Addendum
- Schedule of Maintenance and Other Charges (which may be updated by posting)
- Lead Hazard Information Pamphlet
- Lead Disclosure Addendum
- Visitor Policy
- Fire Prevention Policy
- Other: \_\_\_\_\_

**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.**

- Pet Policy
- Community Service Policy
- Housekeeping Standards
- Grievance Procedure
- Admissions and Continued Occupancy Policy
- Schedule of Maintenance and Other Charges
- Other: \_\_\_\_\_

Z:\2010\Authority Plans and Policies\Consortium Partners\Knox Co. (Galesburg, IL)\Authority Policies\Current Policies\ACOP POLICY PACKAGE\#6-Knox Co. (Galesburg, IL) - FINAL Dwelling Lease - Part II\_additional attachments-Sep 15 2010.doc

# NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.