

DWELLING LEASE

Section I - Description of Parties and Dwelling unit

1. Date of Lease	<u>July 30, 2018</u>	2. Acct. No.	<u>1212512</u>	3. Dev. No.	<u>14-1</u>
4. Management (Lessor)	<u>Housing Authority for LaSalle County</u>				
5. Resident (Lessee)	<u>John Smith</u>				
6. Address:	<u>1810 Seneca Dr.</u>	7. Dwelling No.	<u>1810</u>	8. BRs	<u>3</u>
6. Address:	<u>Ottawa, IL 61350</u>				
9. Rent Option	<input checked="" type="checkbox"/> Income Based	<input type="checkbox"/> Flat Rent	Monthly Base Rent Amount <u>\$400.00</u>		
10. Prorata Base Rent	<u>\$0.00</u>	11. Total Security Deposit	<u>\$100.00</u>		
12. Terms to Commence	<u>July 30, 2018</u>	13. Anniversary Date	<u>January 1, 2019</u>		
14. Utilities Furnished	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Garbage Pick-Up

MEMBERS OF THE HOUSEHOLD WHO WILL RESIDE IN THE UNIT

1. <u>John Smith</u>	6. <u>Dana Smith</u>
2. <u>Jane Smith</u>	7. _____
3. <u>Adam Smith</u>	8. _____
4. <u>Brenda Smith</u>	9. _____
5. <u>Charles Smith</u>	10. _____

In consideration of the mutual agreements and covenants set forth below (The same being fully included as part of this Lease), Management hereby leases to Resident and Resident hereby leases from Management for private dwelling the unit designated above, together with fixtures and equipment belonging thereto. Parties to this lease listed above as Management and Resident are hereinafter referred to as "Management" and "Resident".

Section II - Covenants and Agreement of the Parties

2. RENEWAL OF TENANCY: After the original term specified in Section 1 herein, the Lease shall be renewed for successive terms of one (1) calendar year until terminated pursuant to Paragraph No.17 hereof, or if family is in violation of Community Service requirement.

- 3. REQUIRED PAYMENTS:** The term "Required Payments" shall include (a) the amount fixed as rent for use and occupancy of the dwelling unit, including provision of services and equipment customarily furnished by Management without extra cost; (b) amounts chargeable for additional or special services, and use of special equipment; (c) security deposits due and owing under this lease; and (d) reasonable charges for maintenance and repair beyond normal wear and tear to the leased dwelling development buildings, development facilities, or other development areas caused by the Resident, by members of the Resident's family, or by their guests. A schedule of repair charges shall be posted in the Development Management Office.
- 4. PAYMENTS DUE UNDER LEASE:** All required payments shall first be applied to unpaid late charges, unpaid security deposits, unpaid charges assessed under Paragraph(s) 3(b) and 3(d) of this lease and then to any subsequent payments due herein. All payments due hereunder shall be paid by check or money order on the first (1st) day of each month by mail or delivered to the Housing Authority for LaSalle County, 526 E. Norris Drive, Ottawa, Illinois 61350. *CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS:* A late payment fee of \$25 will be assessed if rent is not paid in full by the fifth (5th) day of each month. Accounts will be considered paid on the date of actual receipt, not on the date the payment is mailed or postmarked. A returned check fee of \$25 will be assessed if the financial institution the check is drawn on does not honor the payment.
- 5. SECURITY DEPOSIT:** Resident agrees to pay a security deposit as provided in Section 1 herein to be used by Management at the termination of this lease toward reimbursement of the charges for maintenance beyond normal wear and tear to the dwelling unit caused by Resident, their family, dependents who are members of the household, or any of the Resident's guests or visitors and any rent or charges for court costs and excess utilities owed by Resident. Payment of the security deposit is to be made as stated in Section 1. Management agrees to return the security deposit without interest, to Resident when they vacate, less any deductions for any of the charges indicated above. If such deductions are made, Management will give Resident a written statement of any such charges for damages and/or other charges to be deducted from the security deposit in accordance with the Illinois Compiled Statutes, Chapter 765, Section 710/1. The security deposit may not be used to pay rent or other charges while Resident occupies dwelling unit.
- 6. UTILITIES:** Where utilities are not included, the Resident agrees to furnish said utilities to the dwelling unit and agrees to maintain utilities to prevent freezing of piped water. If for any reason, Resident is unable to maintain utilities, they shall immediately notify Management. Resident will be charged for damages resulting from his failure to maintain utilities or to notify Management, unless for any cause beyond their control. Failure to maintain utilities may also be grounds for termination of the lease. When applicable, resident will be charged for excess utility usage according to PHA schedule. If Resident fails to maintain utilities, and utilities revert to PHA, resident will be billed for utilities usage until utilities are restored in resident's name.
- 7. REDETERMINATION OF RENT AND DWELLING SIZE ELIGIBILITY:**
(A) **Annual Reexaminations For Families Paying Income-Based rent-**Once each year, as requested by Management, Resident agrees to provide true and complete information to Management regarding family income, assets, expenses, and household composition. Management will determine whether rents must be changed in accordance with calculations required by Federal Regulations and whether the dwelling size is still appropriate based on Resident's household composition. Resident agrees to complete required documentation in a timely manner or attend a scheduled rent review appointment upon reasonable notice. Rent adjustments pursuant to said annual reviews shall be effective on the Resident's anniversary date as specified in Section I, or as otherwise provided in the rules and regulations of Management, and shall remain in effect until the Resident's next anniversary date unless altered by an interim rent adjustment.

(B) Interim Reexaminations:

(i) Change Affecting Income or Expenses: Families paying income-based rent must report all increases in income within ten (10) business days of the date the change takes effect.

(ii) Changes in Family and Household Composition: All families must report all changes in family household composition that occur between annual reexaminations (or annual updates). The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval however the family must inform the PHA within ten (10) business days. Families must request in writing and have PHA approval prior to the individual moving into the unit to add a new family member, live-in aide, foster child, or foster adult. Departure of a Family or Household member must be reported within ten (10) business days.

(iii) Effective Dates: Increases will be effective on the first of the month following a 30-day notice to the family. If a family fails to report a change within the required time frames the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. Decreases will be effective on the first day of the month following the month in which the change was reported or occurred, whichever is later.

(C) Management will mail or deliver a written "Notice of Rent Adjustment" to Resident by personal service or regular mail.

(D) For Resident's reporting zero income, or whose income is subject to extreme fluctuations, reexamination may be rescheduled every six months because of the inability to determine anticipated income with any reasonable degree of accuracy.

(E) If Management determines that the size of the dwelling unit is no longer appropriate, Management may amend this lease by notice to Resident using personal service or regular mail. The Resident will be required to move to another HALC dwelling unit giving Resident a reasonable time in which to move.

8. FLAT RENT: Resident may opt to pay a flat rent amount:

(A) Flat rent amounts will be reviewed annually and may be increased upon 30 day written notice. Resident will be notified annually of option to select flat rent or income based rent.

(B) A resident who chooses flat rent will have a full reexamination conducted every 3 years. In the years between the full reexamination the PHA will conduct a reexamination of family composition ("annual update"). In scheduling the full reexamination, the PHA will follow the policy used for scheduling the annual reexamination of families paying income based rent.

(C) Families paying flat rent are not required to report changes in income or expenses.

(D) If resident is unable to pay flat rent because of financial hardship, they may request a return to income based rent. Financial hardship is defined as the family has experienced a decrease in family income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance. A financial hardship may also result from an increase in expenses, because of changed circumstances, for medical cost, child care, transportation, education, or similar items. The PHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

(E) A resident who returns to income based rent on an interim basis will be ineligible for the flat rent option until their next scheduled anniversary date

9. RESIDENT'S OCCUPANCY: The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit and may include, with the consent of Management, care of foster children and a live-in aide to care for a member of Resident's family named on this lease.

10. MANAGEMENT'S OBLIGATIONS:

- (A) Maintain the dwelling unit and the development in a decent, safe and sanitary condition;
- (B) Comply with requirements of applicable building codes, and HUD regulations materially affecting health and safety;
- (C) Make necessary repairs to the dwelling unit;
- (D) Keep development buildings, facilities and common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and safe condition;
- (E) Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management;
- (F) Provide and maintain appropriate receptacles and facilities (except for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Resident in accordance with Paragraph 11(G) hereof; and
- (G) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage, and according to local ordinances), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- (H) Notify the tenant of the specific grounds for any proposed adverse action.

11. RESIDENT'S OBLIGATIONS: The Resident shall:

- (A) Not assign the lease or sublease the dwelling unit;
- (B) Not provide accommodations for boarders or lodgers;
- (C) Use the dwelling unit solely as a private and primary unit for the Resident, and the Resident's household as identified in the lease and not use or permit its use for any other purpose;
- (D) Abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing development and the Residents which shall be posted in the Development Management Office and incorporated by reference in this lease (e.g. Resident's Handbook and Guest Pass Policy contained therein);
- (E) Comply with all obligations primarily imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- (F) Keep the dwelling unit and such other areas as may be assigned to Resident for their exclusive use in a clean and safe condition;
- (G) Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- (H) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other appurtenances including elevators;
- (I) Refrain from and cause Resident's household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development;
- (J) Pay reasonable charges (Other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Resident, Resident's household members or guests;
- (K) Conduct themselves and cause other persons who are in the dwelling unit or on the Housing Authority's premises with resident's consent, to conduct themselves in a manner which will not disturb Resident's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- (L) Refrain from illegal or other activity which impairs the physical or social environment of the development;
- (M) Perform seasonal maintenance or other tasks in single family, duplex, and row houses in accordance with the rules established in the Resident Handbook; Residents shall be responsible for battery replacement in all smoke, fire, or carbon monoxide devices present in premises every six months.

(N) ZERO TOLERANCE POLICY: (a) The Resident and any member of the Resident's household shall not engage in drug-related criminal activity or illegal use of a controlled substance on or off Housing Authority premises while the Resident is a resident in public housing. Such activity shall be cause for termination of tenancy. (b) The Resident and any member of the Resident's household shall not engage in criminal activity, on or off the Housing Authority premises that the Housing Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. (c) The Resident or any member of the Resident's household shall not engage in abuse of alcohol which may result in disruption of health, safety, or right to peaceful enjoyment of the premises by other Residents, employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. (d) A guest or other person under the Resident's control who is on or near Housing Authority premises shall not engage in drug-related criminal activity, illegal use of a controlled substance, or criminal activity which the Housing Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, Housing Authority employees, or any other person lawfully on the premises. Such activity shall be cause for termination of tenancy. VIOLATION OF THIS SECTION SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THE LEASE. A NOTICE OF LEASE TERMINATION THAT COMPLIES WITH 24 CFR 966.4(l)(3) SHALL CONSTITUTE ADEQUATE NOTICE OF PROPOSED ADVERSE ACTION. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THE LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. TERMINATION OF TENANCY FOR A VIOLATION OF RESIDENT OBLIGATIONS AS LISTED ABOVE SHALL BE EXCLUDED FROM THE HOUSING AUTHORITY GRIEVANCE PROCEDURE AND SHALL BE AN EXPEDITED EVICTION. THE RESIDENT WILL BE GIVEN THE OPPORTUNITY FOR A HEARING IN COURT WHICH PROVIDES THE BASIC ELEMENTS OF DUE PROCESS.

(O) COMMUNITY SERVICE: Non-exempt residents must perform at least eight hours of community service each month. Allowable activities and cooperation with the verification process will be in accordance with applicable federal regulations and the Admissions and Occupancy Policy. Compliance with community service requirements will be reviewed annually. Non-compliant households will be subject to lease termination.

(P) PETS: Pets shall be permitted only upon prior written approval of the Housing Authority for LaSalle County. Permission of pets will be in accordance with the provisions of the Resident Handbook and the Admissions and Occupancy Policy. Violations will be subject to lease termination.

(Q) PEST CONTROL: Residents must comply with pest control and treatment in accordance with the "Integrated Pest Management" policy. Resident failure to comply will result in lease termination.

(R) SMOKE-FREE: Residents and their guests must comply with the "Smoke-Free" policy: Smoking inside any apartment, hallway, common area, stairwell, or elevator, or within 25 feet of any building on Housing Authority premises, shall be considered a violation of this lease. Four (4) or more violations of the Smoke-Free policy will result in lease termination.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY: The rights and obligations of the Resident and Management in the event that dwelling unit is damaged to the extent that conditions are created that are hazardous to life, health or safety of the occupants are as follows:

(A) The Resident shall immediately notify the Development Management Office of the damage;

(B) Management shall be responsible for repair of the dwelling unit within a reasonable time, provided that if the damage was caused by the Resident, Resident's household or guests, the reasonable cost of the repairs shall be charged to the Resident;

(C) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(D) Resident shall be entitled to abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with sub-paragraph (B) of this paragraph

or alternative accommodations not provided in accordance with sub-paragraph (C) of this paragraph, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by the Resident, Resident's household, or guest.

13. INSPECTIONS: When Resident moves in, Management shall inspect the dwelling unit and shall give Resident a written statement of the condition of the dwelling unit and the equipment in it. Resident and/or Resident's representative shall join in such inspection. The statement shall be signed by Management and the Resident, and a copy of the statement shall be retained by Management in the Resident's file. When Resident vacates, Management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. At least once each year, Management shall inspect the dwelling unit to ensure that Resident is in compliance with Paragraph 11, subparts (E), (F), (G), (H), and (I). If Management has reason to believe that a violation of these sections exist, an inspection may be conducted as often as necessary as determined by Management.

14. ENTRY OF PREMISES:

(A) Management shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the Management entry delivered to the dwelling unit at least two days before such entry shall be considered reasonable advance notification. Failure to permit the PHA access to the unit after receiving advance notification is cause for termination of the lease.

(B) Management may enter the dwelling unit at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

(C) In the event that the resident and all adult members of the household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit, a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

15. LEGAL NOTICES:

(A) Except as otherwise provided herein, any notice required hereunder will be sufficient if delivered in writing to Resident personally, or to any member of the household 13 years or older residing in the dwelling unit, or sent by prepaid first-class mail, properly addressed to Resident.

(B) Notice to Management must be in writing, and either delivered or properly mailed to the Development Management Office of the development within which Resident resides or the Administrative Office of the Housing Authority for LaSalle County or in accordance with other relevant sections of this Dwelling Lease.

(C) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

16. ABANDONMENT: Resident shall be deemed to have abandoned the dwelling unit when:

(A) Resident has provided the Housing Authority with actual notice indicating Resident's intent not to return to the dwelling unit; or

(B) Resident has been absent from the dwelling unit for twenty-one (21) days, has removed Resident's personal property from the dwelling unit and has failed to pay the rent for that period; or

(C) Resident has been absent from the dwelling unit for thirty (30) days and has failed to pay rent for that period if rent is owed. If Resident abandons the dwelling unit, the Housing Authority may secure the dwelling unit and the Resident shall be deemed, conclusively, to have abandoned any personal property remaining in the dwelling unit. The Housing Authority may remove any personal property from the dwelling unit and the personal property may be disposed of. Nothing in this paragraph shall affect any other remedies provided to the Housing Authority under this lease.

17. TERMINATION OF LEASE:

(A) This lease may be terminated by the Resident at any time by giving 30 days written notice in the manner specified in Paragraph 15. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates.

(B) Management shall not terminate or refuse to renew the lease for other than material breach of the terms of the lease, including but not limited to failure to make payments due under the lease, to fulfill the Resident obligations set forth in Paragraph 11 or for other good cause.

(C) Management shall give written notice of termination of the lease (i) Failure to pay rent - 14 calendar days, (ii) Breach of a repayment agreement – 30 days, (iii) Health and safety threat or engaging in abusive/threatening behavior to resident, other residents, or PHA employees - 10 calendar days, (iv) Participation in any criminal activity or abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HALC; or, subject to sex-offender registration requirement; or, any drug-related criminal activity on or near such premises - 10 calendar days, (v) Trafficking in cannabis, narcotics, controlled substances or manufacture or production of methamphetamine within or upon the premises by or with the knowledge and consent of, or in concert with the person or persons named in the complaint; Or the, possession, use, sale, or delivery of a firearm which is otherwise prohibited by State law within or upon the premises by or with the knowledge and consent of, or in the concert with, the person or persons named in the complaint, or tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime or attempt to commit a crime, or attempt to commit a crime that is a felony - immediate notice/file complaint, (vi) All other cases of breach of lease - 30 days.

(D) Other good cause includes, but is not limited to, the following: i) Discovery after admission of facts that made the resident ineligible; ii) Discovery of material false statements for drug or alcohol rehabilitation, or fraud by the resident in connection with an application for assistance or with reexamination of income; iii) Failure to accept the PHA's offer of a lease revision to an existing lease; iv) Failure to furnish such information and certification regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size. v) Refusal by a family or family member to sign and submit a consent form. vi) Refusing a unit transfer required by the PHA. vii) The filing of three (3) complaints for non-payment of rent within a twelve (12) month period. viii) Four (4) or more violations of the "Smoke-Free" policy by a household during a tenancy.

(E) The PHA will bifurcate the lease and terminate the tenancy of a family member if the family member has committed criminal acts of physical violence against family members or others. The offender will be subject to lease termination.

(F) The notice of termination to the Resident shall state reasons for the termination, shall inform the resident of their right to make such reply as Resident may wish and of their right to request a hearing in accordance with Management's grievance procedure.

18. PAYMENT FOR USE AND OCCUPANCY AFTER TERMINATING LEASE: This clause shall survive the termination of the lease. If the Resident continues to occupy the dwelling unit after the termination of the lease, the Resident agrees to pay the Housing Authority a reasonable value for the use of the leased apartment for the period that the Resident continues to occupy the leased apartment. The reasonable value for the use of the leased apartment, at the election of Housing Authority, may be equivalent to the amount of required payments. Acceptance of required payments and fees, as payment for use and occupancy, shall not be considered a waiver of the Housing Authority's right to terminate this lease on the basis of good cause or other breach or the right to assert good cause or other breach in any legal action.

19. CHANGES: This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Resident. No changes herein shall be made except in writing, signed and dated by both parties, except for Paragraphs 7 and 23 hereof.

20. GRIEVANCE PROCEDURE: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which shall comply with applicable regulations of the Department of Housing and Urban Development, 24 CFR, Sec. 966 SubPart B, or subsequent modifications thereof, which procedure has been handed to the Resident upon execution of this lease. The PHA will maintain a list of Hearing Officers with adequate knowledge of Public Housing Regulations. Semi-annually the PHA will use a computerized randomizer to select hearing officers for the next six-month period. At least three hearing officers will be selected for each month. If the first selected hearing officer is unavailable, or there is a conflict of interest, then the grievance shall be assigned to the next hearing officer in order.

21. LIABILITY FOR COURT COSTS: The resident shall pay all costs and expenses incurred, including reasonable attorneys' fees, in enforcing the agreements of this lease or in recovering possession of the said dwelling unit, unless the Resident prevails in such legal action.

22. REMEDIES AND RIGHTS: The rights and remedies of Management under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy. Failure or omission of the Management to terminate this lease for any cause given above, shall not destroy the right of Management to do so later for similar or other causes, and shall not act as a waiver on the part of Management of any of its rights herein.

23. POSTING OF POLICIES, RULES, REGULATIONS: The rules and regulations of occupancy included in the Resident Handbook covering special charges for services, repairs, utilities, and Grievance Procedures constitute a part of this lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the lease. The Resident's Handbook shall be publicly posted in a conspicuous manner in the Development Management Offices and the Administrative Office located at 526 E. Norris Drive, Ottawa, IL 61350 and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified from time to time by the Management provided that Management give at least 30 day written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration. Such notices should be delivered directly or mailed to each resident or posted in at least 3 conspicuous places at each development site as well as a conspicuous place at the Administrative Office located at 526 E. Norris Drive, Ottawa, IL 61350.

24. PRIOR LEASES: It is hereby understood and agreed between the Resident and Management that the Management reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due or other charges or other lease violations arising under any prior Lease with the Resident for these Leased Premises and/or other premises leased by Management, and that such claims may be endorsed as if arising under this lease.

I/We have read or had read to me/us all of the above lease, grievance procedure and resident handbook (which are incorporated by reference in this lease) and I/we fully understand the same.

Residents

Housing Authority for LaSalle County