

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**  
**RESIDENTIAL LEASE for**  
**PUBLIC HOUSING ASSISTED UNITS at the**  
**DOMAIN LOFT DEVELOPMENT**

WHAT IT IS:

**The Lease Terms and Conditions**

Specifies the terms and conditions for Residents.

**The Lease Contract**

This is executed by the Resident and the Chicago Metropolitan Housing Development Corporation (“CMHDC”), includes the following information specific to each family’s circumstances:

- Identification of all members of the Resident’s household by their social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Appliances provided by CMHDC with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the Resident at the time of admission.

“**Condominium Association**” shall mean the Domain Condominium Association.

“**Resident**” shall be the Head of Household and/or Co-signer, if applicable, who signs the Lease.

“**Resident**” is referred to as “Leaseholder”.

“**Household Member(s)**” shall be the term given to any and all “authorized persons” whose names are included or added to the Resident’s application and the Lease. In this Lease, this term will usually be referred to as, “authorized resident” and/or “resident family”.

“**Dwelling Unit**” shall be the unit occupied by the resident and/or resident family (also called “household members”).

“**Premises**” or “**Property**” shall be all of the 16 public housing assisted units owned or operated by CMHDC directly or indirectly and all common areas owned and operated by the Condominium Association to include, but not limited to, stairways, landings, elevators, parking garage or assigned parking spaces, and storage areas.

**WHAT UNITS ARE INCLUDED UNDER THE LEASE**

All sixteen (16) public housing assisted units owned and operated by CMHDC at the property known as “Domain Lofts,” located at 900 North Kingsbury, Chicago, Illinois 60610.

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

**Terms and Conditions**

**CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION**

THIS LEASE AGREEMENT (called the "Lease") is between the Chicago Metropolitan Housing Development Corporation and/or its Managing Agent(s) (called "CMHDC") and the tenant named in the Contract (called "Resident").

CMHDC, relying upon data provided by the Resident about income, family composition, and housing needs, leases to the Resident, the property (called "premises" or "dwelling unit") described in the Lease Contract, to be executed by the Resident and CMHDC, subject to the terms and conditions contained in this Lease.

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

- (a) The initial term of this Lease is twelve (12) months unless otherwise modified or terminated in accordance with Section 15, this Lease shall automatically be renewed on an annual basis.
- (b) The rent amount is stated in the Lease Contract. Rent shall remain in effect unless adjusted by CMHDC in accordance with Section 5 of this Lease. The amount of the rent shall be determined by CMHDC in compliance with the HUD regulations. Additionally, leaseholders/households of Domain Lofts must, subject to the Domain Lofts Hardship Exemption Procedures, maintain a minimum annual adjusted income of \$6,000.
- (c) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the 5th day of the month. If the 5th day of the month falls on a weekend or holiday, rent is due by 5 p.m. on the following business day.
- (d) In no case shall rent be above the ceiling rent or flat rent established by CMHDC for a particular bedroom size. Ceiling rent or flat rent is applied before any utility deductions are given.
- (e) Notice of Rent Adjustment. When CMHDC makes any change in the amount of the rent, CMHDC shall provide written notice to the Resident no less than 30 days prior to the effective date of the increase. In the event of rent decreases, CMHDC may provide less than 30 days notice if necessary, in order to comply with the requirements set forth in Section 5(c)1 and 2 below.

**2. Charges in Addition to Rent**

- (a) In addition to rent, the Resident is responsible for the payment of other charges specified in the Lease Contract. The notice of charge shall advise the Resident that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the administrative Grievance Procedures.
- (b) Charges in addition to rent are due on the first day of the following month provided that a minimum of 15 days notice has been given. The Resident may have the opportunity to enter into a reasonable payment arrangement based upon the Resident's adjusted income. Other charges can include but are not limited to:
  - 1. Payment of utility charges.
    - Resident-Paid Utilities - The utility allowance is specified in the Lease Contract. If the Resident's actual utility bill is less than the Utility Allowance, the Resident shall receive the benefit of such savings.
  - 2. Maintenance costs. The Resident will be charged 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 the Resident, household members or guests. When needed maintenance is caused by Resident's damage, neglect or carelessness, the Resident shall be charged for the cost of such service.

**3. Payment Location**

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

Rent and other charges can be paid at locations specified in the Lease Contract. CMHDC will not accept cash for rent payments or payments for other charges. Any notice of payment location changes will be sent 30 days prior to the action.

**4. Security Deposit**

- (a) Unless included in any intergovernmental agreement, the Resident agrees to pay, at the time of leasing, a security deposit. The amount of the security deposit shall be equivalent to one month's rent (Total Tenant Payment). The dollar amount of the security deposit is noted in the Lease Contract. Existing Residents who have not paid a security deposit to CMHDC must pay a deposit of \$50.00 within 1 year of signing the Lease. Unless the Resident transfers to another unit, security deposits shall not be increased even if rent increases.
- (b) CMHDC will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and,
  - 2. To reimburse the cost of repairing any damages caused by the Resident, household members or guests, who are on the premises with the Resident's consent, excluding reasonable wear and tear.
- (c) The CMHDC shall deposit the Security Deposit in an interest bearing account and credit the Resident's account on an annual basis in accordance with State and local law.
- (d) The security deposit with interest will be returned to the Resident subject to the revisions stated in subsection (b) of this section and in accordance with state and local law.
- (e) If deductions are made, CMHDC shall deliver or mail to the last known address of the Resident, within 30 days of the Resident vacating, a statement of the damages allegedly caused to the premises and cost of repair.

**5. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility**

The rent amount as fixed in the Lease Contract is due each month until changed by either an annual or an interim re-examination as described below.

- (a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
  - 1. The Resident must supply CMHDC with accurate written information about family composition, citizenship and/or residency status, age of family members, income and source of income of all family members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.
  - 2. As part of the annual re-examination, CMHDC will conduct criminal background checks on all household members age 18 and over. Information received on the criminal background check will cover three years prior to the date of the background check.
  - 3. As part of the annual re-examination, CMHDC will conduct income verification on all household members age 18 and over in order to determine whether a household maintains a minimum annual adjusted income of \$6,000.
  - 4. The Resident agrees to comply with reasonable CMHDC requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by CMHDC to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Resident's needs.
  - 5. During the annual re-examination, Residents will be given the choice among:

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

- a) rent based on their income;
  - b) a flat rent based on the value of the dwelling unit; or
  - c) a ceiling rent based on the cost to operate the unit or other factors.
- CMHDC shall notify each family in writing of the dollar amount of these three rent determinations. Between annual re-examinations, the Resident upon a showing of financial hardship may request to be switched from a flat rent to a rent based on their income.

- 6. To comply with Annual Re-examination requirements, CMHDC shall give the Resident reasonable notice of what action(s) the Resident must take and the date by which any such action must be taken for compliance under this section.
- 7. In accordance with Federal and state law, CMHDC will process any applicable income disregard to a qualifying family that has experienced an increase in their earned income.
- 8. CMHDC will not reduce any portion of rent if the welfare or public assistance benefits of a covered family are reduced under a federal, state, or local law because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or due to any fraudulent claim, the families monthly contribution toward rent may not be decreased during the period of reduction, to the extent that the decrease in income is a result of the benefits reduction.

**(b) Interim Re-examinations: The components of interim re-examinations are as follows:**

- 1. Between annual re-examinations, Residents must report the following changes of household composition to the Property Manager within ten (10) calendar days of the occurrence:
  - a) Additions to the household that do not require prior written approval by CMHDC are listed below:
    - Birth and adoption of children; and
    - Court-awarded custody of children.
  - b) Additions to the household that do require prior written approval by CMHDC are listed below:
    - An individual(s), age 18 or older with income, is added to the household. Any change in rent that results from the addition of this household member will be deferred until the next annual re-examination;
    - Foster children;
    - A live-in aide; and
    - All other persons added to the household.Where CMHDC requires prior approval to add persons to the Lease, CMHDC will not unreasonably withhold approval.
  - c) The income of Resident increases and the Resident currently has a Total Tenant Payment of \$0.
  - d) The income of a Resident decreases, resulting in the household having an annual adjusted income of **less than \$6,000**.
  - e) In accordance with Federal and state law, CMHDC will process any applicable income disregard to a qualifying family that has experienced an increase in their earned income. Residents must report timely in accordance with Section 5(b)(1), in order to ensure full benefit of income disregard.
- 2. CMHDC may process an interim adjustment in rent if the CMHDC discovers that the Resident has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with Section 15 of this Lease.

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

3. CMHDC will process an interim adjustment in rent if the Resident has a decrease in income or change in household composition that results in a decrease in income.

(c) Changes in monthly rent will become effective when:

1) Timely Reporting (Within 10 calendar days of the occurrence)

- Decreases - 1<sup>st</sup> of the month after the decrease in income is first reported to the Property Manager.

Decreases in income, which result in the household having an annual adjusted income of less than \$6,000 may qualify a household for a hardship exemption. Changes in the monthly rent under such circumstances are subject to the Domain Lofts Hardship Exemption Procedures.

- Increases - 1<sup>st</sup> of the month following 60 days since the increase in income occurred.

2) Late Reporting (After 10 calendar days of the occurrence)

- Decreases - The Resident is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager and may lose full benefit of any applicable disregard period.
- Increases - The Resident will receive a retroactive charge for the increase in income that was not reported timely.

(d) Retroactive rent charges will be applied only where it is found that the Resident has misrepresented the facts on which the rent is based so that the rent the Resident is paying is less than the rent the Resident should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(e) Notice of Rent Adjustments and Grievance Rights. Under Section 5(b)(2) of this Lease, the Resident will be notified in writing of any rent adjustment due to annual or interim reexaminations. All notices will state the effective date of the rent adjustment. The Resident may ask for an explanation stating the specific grounds of the CMHDC determination concerning rent, dwelling size or eligibility, and if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the CMHDC Grievance Procedures.

## **6. General Conditions For Use and Occupancy of the Dwelling Unit**

- (a) The Resident shall have the right to exclusive use and occupancy of the dwelling unit for the Resident and other household members named in the Lease Contract.
- (b) The Resident shall not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for the Resident and the family members named on the Lease.
- (d) The Resident shall have the right to accommodate individual guests or visitors for a period not exceeding 30 calendar days in any twelve-month period. In the event the guest or family member stays longer than 30 calendar days in any twelve-month period, the Resident must submit a written request to the Property Manager asking for permission to extend the time period. CMHDC will not unreasonably deny an extension.

## **7. Housing Transfers**

The Resident can be relocated to another unit in the same or different development under the CMHDC's transfer policy. Transfers are divided into four categories:

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**

**July 17, 2003 – August 15, 2003**

- (a) Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Resident life, health, or safety as determined either by CMHDC or in a legal proceeding (examples: fire, flood, lack of heat). The Resident shall receive prior written notice, to the extent practicable. However, CMHDC will not provide prior written notice in situations where CMHDC has little or no warning of the condition or situation that results in an emergency.
- (b) Administrative transfers, are mandatory transfers initiated by CMHDC. These include Gautreaux transfers, adjusting for over/under crowding, building closings or consolidation, to make reasonable accommodations, etc. Residents shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.
- (c) Allocation-Plan transfers are non-mandatory, resident-initiated transfers available to Residents of allocation-plan buildings or to Residents in a non-designated building who meet the requirements of an allocation plan.
- (d) Resident-Initiated transfers are non-mandatory transfers available to lease-compliant Residents that have resided in a development for at least one year and would like to transfer to another unit in the same or different development.

Under the Emergency and/or Administrative Transfer category, Residents are required to transfer to another unit. Failure by the Resident to comply with a request to transfer is grounds for termination of this Lease.

**8. Resident's Obligations**

Residents are obligated:

- (a) To comply with all obligations imposed upon the Resident by applicable provisions of the building and housing codes materially affecting health and safety and to allow CMHDC to make the necessary inspections of the Resident's dwelling unit.
- (b) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or development.
- (c) To keep the dwelling unit and other such areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition.
- (d) To act and cause household members and/or guests to act, in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations, including refraining from alcohol abuse, which interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents, and will be conducive to maintain the development in a decent, safe and sanitary condition.
- (e) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (f) To refrain from maintaining dogs, cats, or other common household animals within the unit or on the premises. Pets, other household animals, and animals in general are not permitted within this public housing assisted unit, except for animals maintained as part of a reasonable accommodation approved by CMHDC and may be kept or allowed on the premises, only in accordance with CMHDC's Pet Policy.
- (g) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (h) To remove from the Premises and assigned parking or garage spaces any vehicles owned or in the control of the Resident, which are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane or other part of the premises not designated for parking purposes. Any inoperable or

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

unlicensed vehicle as described above will be removed from the premises at the Resident's expense. Automobile repairs are not permitted on the premises.

- (i) To refrain from having a waterbed on the premises.
- (j) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of CMHDC. Alterations or additions which cannot be removed without permanent damage to the dwelling unit shall be the property of CMHDC without compensation.
- (k) To make no changes to locks or install new locks or anti-theft devices without CMHDC's written approval.
- (l) To abide by the necessary and reasonable regulations established by the CMHDC, for the benefit and well being of the housing development and the Residents, which shall be posted in the management office and incorporated by reference in the Lease.
- (m) To refrain from:
  - 1. Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents, CMHDC and Domain Lofts employees, agents of CMHDC and Domain Lofts, or persons residing in the immediate vicinity of the premises is threatened. A criminal conviction is not needed to demonstrate serious violations of the Lease;
  - 2. Engaging in any drug-related criminal activity on or off the premises; for purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
  - 3. Unless required by lawful employment, displaying, using or possessing anywhere on the premises any firearms, ammunition or other weapons. It shall be a serious breach of the Lease for any Resident to display a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon; and,
  - 4. Causing any fire on the premises, either intentionally or through gross negligence or careless disregard.
- (n) To ensure that Residents between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance with the School's Truancy policy.
- (o) To notify the CMHDC of any additions to the household and to refrain from permitting persons to join the household without first undergoing screening by the CMHDC, except as provided in Section 9(a).
- (p) To comply with the CMHDC's Community Service Requirements as stated in Section 21 of this Lease. To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.
- (q) To comply with the Domain Lofts House Rules.
- (r) To comply with the Domain Lofts Condominium Association Declaration, By-Laws, and any amendments thereto.

**9. Changes in the Household**

- (a) Natural born and adopted children; court-awarded custody children; and children brought into the household under kinship care will automatically be added to the Lease upon notification.
- (b) All other additions to the household, including but not limited to foster children require the prior written approval of CMHDC. For new family members age 18 and older, including Live-in Aides, such approval will be granted only if the new family member meets CMHDC's applicant screening criteria and the dwelling unit is of the appropriate size.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with an elderly or person with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the Resident, is not obligated for the support of the Resident, and who would not be

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size.

- (d) CMHDC shall approve or disapprove a Resident's request to allow a person to move into the dwelling unit within 30 calendar days of receipt of the request. If CMHDC makes no decision within the time period set forth in this subparagraph, then the Resident's request shall be deemed approved.
- (e) Authorized Residents who move out of the dwelling unit, for any reason, shall be reported by the Resident to CMHDC in writing, within 10 days of the occurrence.
- (f) Remaining family members. In the event the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more authorized household members on the Lease and living in the household. Eviction proceedings can be commenced if the remaining household members fail to inform CMHDC within 30 days of the death or departure of the former head of household; and/or fail to sign a new Lease within 30 days of the former head of household's death or departure; and/or for rent default.
- (g) New head of household who moves into unit after death or departure. CMHDC may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, CMHDC will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet CMHDC's applicant screening criteria.
- (h) A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. CMHDC reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- (i) If this Lease is an extension of occupancy by the Resident's household under a prior Lease or Leases with CMHDC, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

**10. CMHDC Obligations**

CMHDC is obligated:

- (a) To maintain the dwelling unit and premises in decent, safe and condition.
- (b) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep premises buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition in accordance with the Domain Lofts Condominium Association Declaration, By-Laws, and any amendments thereto.
- (e) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by CMHDC. In multi-story buildings, CMHDC agrees to keep the stairwells clean and free of debris in accordance with the Domain Loft Condominium Association Declaration, By-Laws, and any amendments thereto.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Resident) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident in accordance with Section 8 of this Lease and in accordance with the Domain Loft Condominium Association Declaration, By-Laws, and any amendments thereto.
- (g) To supply running water and reasonable amounts of hot and cold water and a 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 by law to be equipped for that purpose, or where heat or hot water is generated by an installation



**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

within the exclusive control of the Resident and supplied by a direct utility connection and in accordance with the Domain Loft Condominium Association Declaration, By-Laws, and any amendments thereto.

- (h) To notify the Resident of the specific grounds for any proposed adverse action by the CMHDC, and when applicable, to give the Resident an opportunity for a hearing under the CMHDC Grievance Procedures.
- (i) Accommodations for Residents with Disabilities. Upon request by a Resident with disabilities, or the head of the household on behalf of a family member with disabilities, CMHDC will provide reasonable accommodations. CMHDC may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. CMHDC is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (j) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (k) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in.

**11. Entry of Premises During Tenancy**

- (a) With the Resident's permission, any duly authorized agent, employee, or contractor of CMHDC will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When the Resident calls to request maintenance on the dwelling unit, CMHDC shall respond and acknowledge the request within 24 hours and complete maintenance within a reasonable period of time.
- (c) CMHDC shall give all Residents a minimum 48 hours written notice that CMHDC intends to enter the dwelling unit and state the reason for entry. Residents with disabilities will be provided notice in the proper formats i.e. Braille, large print, audiotape, etc.
- (d) CMHDC may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists which poses an immediate threat to the safety and/or welfare of Residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, CMHDC shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

**12. Defects Hazardous to Life, Health or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) CMHDC Responsibilities and Services: CMHDC shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Resident. If the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, CMHDC shall offer the Resident decent, safe and sanitary alternative accommodations.
- (c) In the event repairs cannot be made by CMHDC, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects the alternative

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

accommodations and remains in the dwelling unit or if the damage was caused by the Resident, household members or guests.

- (d) If the Resident's dwelling unit is uninhabitable or is hazardous to life, health and safety, and decent and sanitary alternative accommodations containing no hazardous defects are offered and refused, and the Resident refuses to leave the unit until it is repaired.
- (e) Resident Responsibilities: Resident shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants.
- (f) The Resident agrees to continue to pay full rent, less the abated portion, during the time in which the defect remains uncorrected.
- (g) CMHDC shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the Resident except for injuries or property damage resulting from intentional or negligent action or omissions on the part of CMHDC, the CMHDC's representatives or agents.
- (h) All accidents involving injury or loss of property to the Resident, household members or guests must be reported, verbally or in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the CMHDC with respect to said damages or injury.

**13. Inspections**

- (a) Move in Inspections: CMHDC and the Resident or his/her representative shall inspect the dwelling unit prior to occupancy by the Resident. CMHDC shall give the Resident a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by CMHDC and the Resident and a copy of the statement will be retained in the Resident's folder. Any deficiencies noted on the inspection report will be corrected by CMHDC at no charge to the Resident prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. In the event CMHDC fails to correct the deficiencies within ten (10) business days of the move-in, the Resident may exercise the remedy described in Section 12(c).
- (b) Annual Inspections. Annual inspections will be conducted for all Residents. Residents will be notified at least 48 hours in advance of the annual inspection. CMHDC shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the Resident for upkeep. CMHDC will provide the Resident with a written statement regarding dwelling unit conditions. Further, CMHDC shall request work orders for all items found to be in disrepair.
- (c) CMHDC will use the annual inspection to assess the Resident's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is an issue, CMHDC will notify the Resident in writing of the housekeeping problems and identify the measures and time period necessary to abate the unsatisfactory conditions.
- (d) Move-out Inspection: CMHDC will inspect the dwelling unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. In order to protect the Resident's rights, the Resident and/or representative may join in such inspection, unless the Resident vacates without notice to CMHDC.
- (e) Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.

**14. Notice Procedures**

- (a) Resident Responsibility - Any notice to CMHDC must be in writing, delivered to the Management Office or to CMHDC's central office or sent prepaid first-class mail, properly addressed.

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

- (b) CMHDC Responsibility - All notices to the Residents must be in writing, except notices to Residents with disabilities, which must be in an accessible format. Notices will also be available in Spanish or other languages as needed.
- (c) Notices for lease termination or non-renewal must be personally served upon the Resident or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the Resident or any adult member of the Resident's household or sent by first-class mail.

**15. Termination of the Lease**

For termination of the Lease, the following procedures shall be followed by CMHDC and the Resident:

- (a) The Resident may terminate this Lease at any time by giving fifteen (15) days written notice. Failure to give the said notice to management may result in additional rent being charged to the Resident's account: The Resident is responsible for the final month's rent until the vacate date. The security deposit may not be used for the rent or other charges.
- (b) This Lease may be terminated or not renewed by CMHDC only for serious or repeated violations of material terms of the Lease, all attached riders, the Domain Lofts House Rules, and Domain Lofts Condominium Association Declaration, By-Laws, and any amendments thereto, such as failure to make payments due under the Lease and/or failure to fulfill Resident obligations set forth above. A Resident who receives four (4) Notices of Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- (c) The Lease may be terminated for:
  - 1. Any criminal activity engaged in by the Resident, any member of the household, a guest, or another person under the Resident's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Residents, CMHDC and Domain Lofts employees, agents of CMHDC and Domain Lofts, or persons residing in the immediate vicinity of the premises; or
  - 2. Any drug-related criminal activity on or off the premises performed by the Resident, any member of the household, a guest, or another person under the Resident's control.

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

- (d) In deciding to evict for criminal activity, CMHDC shall consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, CMHDC may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. CMHDC may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.
- (e) CMHDC shall give written notice of proposed termination in English or Spanish or other language as needed or, in the case of a Resident with a disability, in an accessible format, for:

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

1. 14 days in the case of failure to pay rent;
  2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other Residents, CMHDC or Domain Lofts employees, agents of CMHDC or Domain Lofts or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related activity;
  3. 30 days in any other case.
- (f) CMHDC excludes from the CMHDC Grievance Procedures any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Residents, CMHDC or Domain Lofts employees, or agents of CMHDC or Domain Lofts. CMHDC also excludes from the CMHDC Grievance Procedures any drug-related criminal activity on or off premises, or any activity resulting in a felony conviction.
- (g) When CMHDC is required to offer the Resident the opportunity for a grievance hearing, and the Resident has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (h) CMHDC may evict the Resident from the dwelling unit only by bringing a court action.
- (i) In the event that CMHDC files an eviction action against a Resident, the Resident will be liable for costs awarded by the Court, excluding Attorney's fees, unless the Resident prevails in the action.
- (j) The Lease will also be terminated if the Resident allows an individual to reside in the unit who has not satisfied the screening requirements established by CMHDC.
- (k) In addition to any other section of the Lease, the Lease will be terminated if the Resident falsifies documents regarding any household member's use of an illegal controlled substance or abuse of alcohol.
- (l) In addition to any other section of the Lease, the Lease will be terminated:
- If the Resident is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or a "high misdemeanor" as in the State of New Jersey.
  - For violating a condition of probation or parole imposed under Federal or State law.

**16. Grievance Procedure and Requirements**

- (a) Disputes arising under this Lease shall be resolved pursuant to the CMHDC's Grievance Procedure, and any amendments thereto, which are in effect at the time such grievances arise, and which procedure is incorporated herein by reference. Lease termination for any reason set forth in section 15(f) shall not be considered under the CMHDC's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, CMHDC shall not take the proposed action until the time for the Resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.

**17. Ability to Comply with Lease Terms**

- (a) CMHDC may terminate this Lease if, during the term of this Lease:
1. CMHDC proves a serious or repeated violation of the material terms of the Lease, all attached riders, the Domain Lofts House Rules, and Domain Lofts Condominium Association Declaration, By-Laws, and any amendments thereto, by reason of the Resident's verified physical or mental impairment; and,
  2. The Resident cannot make arrangements for someone to aid him/her in complying with the Lease; and,
  3. CMHDC cannot make any reasonable accommodation that would enable the Resident to comply with the Lease.
- (b) CMHDC will cooperate with the Resident, designated member(s) of the Resident's family, or a Live-in Aid to identify more suitable housing and to assist the Resident's move from the dwelling unit.

**DRAFT for Public Comment– NOT FOR OFFICIAL USE  
July 17, 2003 – August 15, 2003**

- (c) If there are no family members who can or will take responsibility for moving the Resident, CMHDC will cooperate with appropriate agencies to secure suitable housing and will terminate the Lease.

**18. Abandonment**

- (a) The Resident shall be deemed to have abandoned the dwelling unit when (a) the Resident has provided CMHDC with actual notice indicating intent not to return to the dwelling unit, or (b) the Resident has been absent from the dwelling unit for 21 days, has removed all personal property from the dwelling unit and has failed to pay rent for that period, or (c) the Resident has been absent from the dwelling unit for 32 days and has failed to pay rent for that period.
- (b) Seven (7) days after the Resident has abandoned the dwelling unit, CMHDC may secure the dwelling unit and the Resident shall be deemed to have abandoned any personal property remaining in the dwelling unit. CMHDC may remove any personal property from the dwelling unit and dispose of personal property. Nothing in this section shall affect any other remedies provided to CMHDC under this Lease.

**19. Lease Modifications and Riders**

Any modification of this Lease must be accomplished by a written rider to the Lease executed by CMHDC and the Resident, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

**20. Community Service Requirements/Economic Self-Sufficiency Programs**

- (a) Community Service requirements and Economic Self-Sufficiency Programs mandate that each adult household member not eligible for an exemption shall either contribute eight (8) hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight (8) hours per month.
- (b) Each adult household member not eligible for an exemption is required to comply with this Community Service Requirement or Economic Self-Sufficiency Program.
- (c) In the event the Resident does not comply with Community Service Requirements or Economic Self-Sufficiency Programs, CMHDC will not renew or extend the Resident's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- (d) Based on consideration of the Resident's efforts to comply with this Section, the CMHDC reserves the right to enter into a written agreement with the Resident before the expiration of the Lease term to cure any non-compliance with Community Service or Economic Self-Sufficiency Programs.

**\*\*SIGNATURES REQUIRED ON THE LEASE CONTRACT.\*\***

**DRAFT for Public Comment– NOT FOR OFFICIAL USE  
July 17, 2003 – August 15, 2003**

Client Number \_\_\_\_\_

**CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION  
RESIDENTIAL LEASE CONTRACT**

1. THIS AGREEMENT is executed between the Chicago Metropolitan Housing Development Corporation (hereinafter CMHDC), and \_\_\_\_\_ (therein called “Resident”).

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: CMHDC, relying upon the representations of the Resident as to the Resident’s eligibility, income, deductions from income, preferences, household and housing needs, leases to the Resident a unit in accordance with the Lease Terms and Conditions.

Resident (Head of Household)

\_\_\_\_\_

Co-head (if applicable)

\_\_\_\_\_

Address \_\_\_\_\_ Apartment No. \_\_\_\_\_

Development \_\_\_\_\_ Management Office \_\_\_\_\_

3. Authorized Household Members: The Resident’s household is composed of the authorized household members listed below:

Name	DOB (mm/dd/yy)	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Initial Rent: Is prorated for a partial month and shall be \$ \_\_\_\_\_. If applicable, the Resident shall receive the benefit of \$ \_\_\_\_\_ of CMHDC for a partial month’s Utility Reimbursement for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_.

5. Monthly Rent: After the initial rent established in (4) above rent in the amount of \$ \_\_\_\_\_ per month, shall be payable in advance on the First day of each month.

This rent is an: \_\_\_ income-based rent \_\_\_ flat rent \_\_\_ ceiling rent

6. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

7. Renewal: This Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the Resident or by executing a new Lease Contract.

8. Security Deposit: Resident agrees to pay \$ \_\_\_\_\_ as a security deposit in accordance with the Terms and Conditions of this Lease.

9. Utilities and Appliances:

If utilities are furnished by CMHDC, check below:

Heat \_\_\_\_\_ Hot Water \_\_\_\_\_ Cold Water \_\_\_\_\_ Electricity \_\_\_\_\_ Gas \_\_\_\_\_

If tenant pays for utilities, check below:

Heat \_\_\_\_\_ Hot Water \_\_\_\_\_ Cold Water \_\_\_\_\_ Electricity \_\_\_\_\_ Gas \_\_\_\_\_

10. Utilities Allowances Resident-Paid Utilities

If Resident pays for utilities, as indicated by an (X) above, CMHDC shall provide Resident with a Utility Allowance in the monthly amount of \$ \_\_\_\_\_ for which the Resident has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

If the Resident pays for utilities, by their signature below, the Resident agrees to sign a third-party notification agreement with the utility company so that CMHDC will be notified if the Resident fails to pay the utilities.

11. Other Resident responsibilities: Subject to reasonable accommodations, this Lease requires the Resident to take on the following responsibilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

12. Accessible Features: Resident has represented to CMHDC and CMHDC has verified the need for the following accessible feature:

_____ A separate bedroom	_____ Unit for Hearing-Impaired
_____ A barrier-free apartment	_____ BR Bath on 1 <sup>st</sup> floor
_____ One-level unit	_____ Other _____
_____ Unit for Vision-Impaired	

13. Alternate form of communication or accessible format for written notices: Resident has represented to CMHDC and CMHDC has verified the need for the following alternate form of communication or accessible format:

\_\_\_\_\_

**DRAFT for Public Comment– NOT FOR OFFICIAL USE**  
**July 17, 2003 – August 15, 2003**

**EXECUTION AND CERTIFICATION**

By signature below, the Resident agrees to the Terms and Conditions of this Lease. By the signature, below, the Resident also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained to me.

Resident hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to CMHDC before execution of the Lease or before CMHDC approval for occupancy of the unit by the Resident.

Resident further certifies that all information or documentation submitted to the CMHDC before and during the Lease term are true and complete to the best of my knowledge and belief. If fraudulent information is provided, the Resident understands that the Lease may be terminated or the rent retroactively increased.

Resident (Authorized Head of Household)	Date
_____	_____

Co-head of Household (if applicable)	Date
_____	_____

CMHDC Manager	Date
_____	_____

Witness	Date
_____	_____

**ATTACHMENTS TO THE LEASE:**

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

- \_\_\_\_\_ Terms and Conditions of the Lease
- \_\_\_\_\_ CMHDC Pet Policy
- \_\_\_\_\_ CMHDC Grievance Procedure
- \_\_\_\_\_ DOMAIN LOFTS House Rules
- \_\_\_\_\_ DOMAIN LOFTS CONDOMINIUM ASSOCIATION Declaration, By-Laws, and any amendments thereto
- \_\_\_\_\_ School's Truancy Policy
- \_\_\_\_\_ Information on Lead Poisoning
- \_\_\_\_\_ Fair Housing 504 Information Sheet
- \_\_\_\_\_ City of Chicago Residential Landlord and Tenant Ordinance Summary
- \_\_\_\_\_ Third-Party Utility Form

Items listed above are subject to updating by CMHDC.



**DRAFT for Public Comment– NOT FOR OFFICIAL USE  
July 17, 2003 – August 15, 2003**

STATEMENT ON RECEIPT OF INFORMATION:

Resident certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Resident understands the possibility that lead-based paint may exist in the unit.

Resident	Date	Co-head of Household (if applicable)	Date
_____	_____	_____	_____
_____	_____	_____	_____

DRAFT