

TENANT SELECTION PLAN

Dorchester Artist Housing
DEVELOPMENT NAME

6949-59 S. Dante,
1446-1470 East 70th Street
6928-58 S. Harper
6949-59 S. Harper
1506-14 E. 70th Street
Chicago, IL
DEVELOPMENT ADDRESS

LEASE AGREEMENT
(LIHTC and ACC Units)

1. PARTIES AND DWELLING UNIT:

The parties to this Lease Agreement are Dorchester Artist Manager, LLC. C/O Leasing and Management Company, Inc. referred to as the Landlord, and _____, referred to (individually or together) as the Tenant. The Landlord leases to the Tenant unit number _____, located at _____ in the housing community known as Dorchester Artist Housing (the "Unit").

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o the Management Office at 6417 South Ellis Chicago IL 60637 or to such other address as Landlord may provide in writing.

The members of the household listed below are the only persons permitted to reside in the Unit. 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. This provision is not intended to exclude the care of foster children, foster adult(s), or live-in care of the Resident or Resident's household member provided the accommodation of such person(s) conforms to the Landlord's occupancy standards and the Landlord has granted prior written approval for the foster children, foster adult(s) and/or live-in aide to reside in the unit.

Names	Relationship	Sex	Date of Birth	Social Security Number

Tenant shall immediately notify the Landlord, in writing, whenever any member of the household authorized to reside in the Unit is no longer residing in the Unit. Failure to immediately notify the Landlord, in writing, will result in the Tenant being held liable for all actions of such person and any violation of the Lease Agreement by such person may be grounds for termination of tenancy and eviction from the Unit.

Any provisions of this Lease which are particular to public housing units ("PHA-Assisted Units") are set forth in Rider A, which shall supercede any inconsistent provisions of the main text.

2. TERM:

The initial term of this Lease Agreement shall begin on _____ and end on midnight of the later of _____ or one full year after the commencement date. PHA-Assisted unit leases shall renew for successive terms of one year in accordance with provisions particular to public housing units as set forth in Rider A, Section 1.

3. RENT:

- a. The Tenant agrees to pay \$ _____ for the partial month ending on _____. For the remainder of the initial term, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the 1st day of the month to the Landlord or

at such other mailing address as the Landlord may provide. Late charges will be assessed on the 6th in accordance with the terms in Section 5 of the lease. Payments made as rent (except those payments clearly designated for rent only) will be applied to any outstanding balance, which may include rent, utilities, maintenance, or any other balance owed.

- b. Tenant's rent may be lower than the market (unsubsidized) rent which would otherwise be due on the Unit. This lower rent is available because the property is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program in accordance with Section 42 of the Internal Revenue Code of 1986, as amended ("the Code") and as enforced by a state agency responsible for monitoring such program (the "State Agency"). Notwithstanding any provisions of this Lease Agreement, Tenant agrees (in consideration of such lower rent) that the property shall be operated at all times in strict compliance with Section 42 of the Code, regulations thereunder, and any regulatory agreement, restrictive covenant, or other agreement with the State Agency (collectively, "Section 42 Requirements").
- c. Tenant's rent may also be reduced as a result of assistance provided through a local public housing agency. If the Tenant's rent is reduced or regulated as a result of one or more public programs, provisions which are required by those programs or by the agencies administering those programs are referred to in this Lease as Public Requirements and are applicable even if not specifically set forth. Provisions particular to assistance through a public housing agency are set forth in Rider A, Provisions Relating to PHA-Assisted Units.

4. **CHANGES IN THE TENANT'S RENT:**

The Resident agrees that the amount of rent the Resident pays may be changed:

- a. At any time, with at least 30 days notice, to adjust for changes in the utility allowance as required by the LIHTC Program; or
- b. After the initial term of this Lease Agreement, no more frequently than annually, as the Agent may determine, but in no event to exceed the maximum rent permitted for the Unit under the rules applicable to the LIHTC Program, while such Program applies. Upon the conclusion of the Qualified Project Period under the Code, if Tenant is not receiving a Federal Section 8 subsidy, Landlord will not increase the rent to Tenant above the maximum rent permitted by the Section 42 Requirements during the Qualified Project Period unless the Landlord shall first have complied with all applicable Section 42 Requirements and shall have provided Tenant with a written notice at least six months before such rent increase, in form acceptable to the State Agency.

In either case, the Agent will give the Resident at least 30 days advance written notice of any change in the rent.

5. **CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND COURT AWARDS:**

If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a \$25 fee on market rate apartments and a \$10 fee on the PHA-Assistend units, in accordance with the Residential Landlord Tenant Ordinance, on the 6th day of the month.

In no event shall the Landlord collect more than is permitted by State law. For those residents who derive all or part of their income from a government benefit, such as SSI payments, and whose benefit check arrives after the first of the month, rent will not be considered late until seven days after the date of the check. It is the responsibility of the resident to document the date of the check to have late fees waived. The Landlord may collect a fee of \$25 any time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant. The Landlord or Tenant may be entitled to court costs and reasonable attorney fees for actions taken to pursue remedies under this lease or the

Residential Landlord and Tenant Ordinance but only to the extent allowed in sections 5-12-180 and 5-12-140 (f) of the Ordinance. See Rider A, if applicable, for provisions relating to PHA-Assisted Units.

6. CONDITION OF DWELLING UNIT:

By signing this Lease Agreement, the Tenant acknowledges that Tenant has inspected the Unit and it is apparently safe, clean, and in good condition. The Tenant agrees that all appliances and equipment in the Unit are in good working order, except as described on the pre-occupancy Unit Inspection Report, which is Attachment No. 2 to this Lease Agreement. The Tenant also agrees that the Landlord has made no promises to immediately decorate, alter, repair, or improve the Unit except as listed on the pre-occupancy Unit Inspection Report.

7. CHARGES FOR UTILITIES AND SERVICES:

The following charts describe how the cost of utilities and services related to occupancy of the Unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities checked in column (1). Payments should be made directly to the appropriate utility company. The Tenant shall ensure that utility services remain on in the Unit while Tenant retains occupancy. The items in column (2) are included in the Tenant’s rent. Tenant shall take reasonable measures toward energy conservation in his/her use of utilities.

COLUMN 1			COLUMN 2
Put “X” by any Utility Tenant Pays Directly	<u>Utility or Service</u>	<u>Type</u>	Put an “X” by any Utility included in Tenant Rent
X	Heat	Gas	
X	Air Conditioning	Electric	
X	Lights & Electric	Electric	
X	Cooking	Gas	
	Water		X
	Sewer		X
X	Cable TV		
X	Alarm Monitoring		
X	Telephone		

8. SECURITY DEPOSITS:

The Tenant has deposited \$ _____ with the Landlord. The Landlord will hold this security deposit in accordance with State and local law at First Midwest Bank in the Dorchester Artist Housnig Security Deposit Account for the period the Tenant occupies the Unit. After the Tenant has moved from the Unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

- a. After the Tenant has moved from the Unit, the Landlord will inspect the Unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

- b. Within 45 days after the date that the Tenant vacates the dwelling unit, the Landlord will refund to the Tenant the amount of the security deposit plus interest as required by State law, less any amount needed to pay the cost of:
- (1) any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report prepared prior to initial occupancy provided, however, that in order to so deduct damages the landlord must deliver or mail to the last known address of the tenant within 30 days of move-out an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement. The landlord must also attach copies of the paid receipts for the repair or replacement and, where estimated cost is given and the work was performed by the landlord's employees, must provide the paid receipts or a certification of factual costs of repairs within 30 days from the date the statement showing estimated cost was furnished to the Tenant.
- c. The Landlord agrees to refund the amount computed in paragraph 8b within 45 days after the Tenant has permanently moved out of the Unit and returned possession of the Unit to the Landlord. The Landlord will also give the Tenant within 30 days of move out a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges. If tenant does not provide a new address, the Landlord shall send the refund and/or statement of charges to the last known address of the tenant.
- d. If the Unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to either the Leaseholder or the Co-Leaseholder identified in paragraph 1 of this Lease Agreement or the estate of the Leaseholder.
- e. The Tenant understands that the Landlord will not apply the Security Deposit, in advance of the Tenant's moving out, to the last month's rent or to any charges owed by the Tenant.

9. **KEYS AND LOCKS:**

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Lease Agreement ends, the Tenant agrees to return all keys to the dwelling Unit to the Landlord. The Landlord may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit, in accordance with a Schedule of Charges posted in the Management Office.

10. **DEFECTS & HAZARDS TO LIFE, HEALTH OR SAFETY:**

- a. The Tenant shall immediately report damages, defects, and hazardous conditions in the Unit to the Landlord.
- b. The Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the cost of the repairs shall be charged to the Tenant pursuant to Section 10(d) below.
- c. The Landlord shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.

- d. Wherever damage is caused by carelessness, misuse, or gross neglect on the part of the Tenant, his/her family or visitors, or any failure or refusal to fulfill the Tenant's Obligations set forth in Paragraph 14 of this Lease Agreement, the Tenant agrees to pay the cost of all repairs, at the rates contained in a Schedule of Charges which is posted in the Management Office and incorporated herein by reference, which Schedule of Charges may be changed from time to time.

11. **RESTRICTION AND ALTERATIONS:**

The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the Unit;
- b. paint or install wallpaper or contact paper in the Unit;
- c. attach awnings or window guards in the Unit;
- d. attach or place any fixtures, signs, or fences on the building, the common areas, or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the Unit;
- f. install washers, dryers, dishwashers, fans, heaters, or air conditioners inside or outside the Unit or balcony;
- g. place any aerials, antennas, or other electrical connections on the Unit; or
- h. install or have installed a satellite dish to any part of the exterior of the building.

12. **OCCUPANCY:**

The Tenant shall have the right to exclusive use and occupancy of the leased premises. "Guest" means any person not listed on this Lease Agreement who temporarily visits the Unit or premises with the consent of a household member. If any visit will extend beyond one week, the Tenant must notify the Landlord in writing, stating the reasons for the extended visit, which must first be authorized in writing by the Landlord whose approval shall not be unreasonably withheld.

13. **OBLIGATIONS OF LANDLORD:**

Landlord shall be obligated as follows:

- a. To maintain the premises and the project in decent, safe and sanitary condition.
- b. To comply with requirements of applicable building codes, housing code, and HUD regulations materially affecting health and safety.
- c. To make necessary repairs to the premises.
- d. To keep project buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

- e. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, and smoke detectors supplied or required to be supplied by the Landlord.
- f. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant household) for the deposit by Tenant of garbage, rubbish and other waste.
- g. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- h. To provide extermination services as necessary.
- i. To maintain grounds, shrubbery, sidewalks, parking areas, laundry areas and other common exterior areas in the community in a clean, orderly and safe condition.
- j. To make necessary repairs with reasonable promptness.
- k. To maintain exterior lighting in good working order.

14. **OBLIGATIONS OF THE TENANT:**

Tenant shall be obligated as follows, and shall ensure that Tenant's household members, visitors and guests obey the following:

- a. Not to assign the Lease Agreement or to sublease or transfer possession of the premises.
- b. Not to provide accommodations for boarders or lodgers.
- c. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease Agreement, and not to use or permit its use for any other purposes. With the written consent of the Landlord, obtained in advance, members of the household may engage in legal business and other activities in the dwelling Unit, where the Landlord determines that such activities are incidental to primary use of the leased Unit for residence by members of the household.
- d. To abide by necessary regulations issued by the Landlord for the benefit and well-being of the housing project and the tenants. Said regulations shall be posted by the Landlord in the Management Office and are incorporated by reference in this Lease Agreement. All rules and regulations adopted by the Landlord shall be subject to a formal review and comment period by the residents as required by 24 CFR 966.5.
- e. To comply with all obligations imposed upon tenants by applicable provisions of state law and of building and housing codes materially affecting health and safety.
- f. To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's exclusive use in a clean, orderly and safe condition (but not to make repairs, alterations or redecoration without the Landlord's written consent or unless or until the Landlord has failed to make the necessary repair in a timely manner after notification.)
- g. To refrain from making inoperable any smoke detectors installed in the premises.
- h. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.

- i. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- j. To refrain from destroying, defacing, damaging or removing any part of the premises or project.
- k. To pay reasonable charges (other than for normal wear and tear) for repairs of damages to the premises, including buildings, facilities or common areas, caused by the tenant, members of the household, visitors, guests, pets, or assistant animals.
- l. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- m. To provide that the Tenant or any member of the Tenant's household or guest shall not engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or engage in any drug-related criminal activity, on or off the premises (drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance) and shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State in the Unit or on the premises (except for those residents who legally possess weapons as a requirement of their employment or is licensed to own a firearm, registered in accordance with Local, State and Federal laws/requirements and kept within the boundary of the unit)). To provide that any other person under the Tenant's control shall not engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, or engage in any drug-related criminal activity, on or off the premises (drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance) and shall not display, use, or possess firearms (operable or inoperable) or other weapons as defined by the laws of the State in the Unit or on the premises (except for those residents who legally possess weapons as a requirement of their employment).

Domestic Violence

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking perpetrated against tenant, a member of tenant's household or any guest or other person under tenant's control will not be construed as a serious or repeated violation of tenant's lease and will not be considered good cause for terminating the tenancy or occupancy rights of such victim.

However, the Agent may remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The Agent retains authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

The Agent continues to maintain the right and authority to evict a tenant, including a victim of domestic violence, for any violation of the lease not premised on the act or acts of domestic violence in question against the tenant or a member of the tenant's household, provided that the Agent does not subject such an individual who is or has been a victim of domestic violence, dating

violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

The Agent continues to maintain the authority to terminate the tenancy of any tenant if the Agent can demonstrate an actual or imminent threat to others or those employed at or providing services to the property, if the tenant's tenancy is not terminated.

Any provisions of Federal, State or local laws that provide greater protection for victims of domestic violence, dating violence, or stalking can supersede the specific lease provisions related to protection for victims of domestic violence.

- n. To keep no dogs, cats or other animals or pets in or on the premises except with the written consent of Landlord, which will be given in accordance with Landlord's pet policy and state and federal law, and to comply with all of Landlord's rules concerning the keeping of any approved pet. A copy of the Landlord's pet policy shall be posted by Landlord in the Management Office and is incorporated by reference in this Lease Agreement.
- o. To pay Landlord's established charges, which shall be reasonable charges, for the repair of damages to the premises, project buildings, facilities or common areas (other than for normal wear and tear) that are caused by Tenant, Tenant's household or guests, or by Tenant's failure to report needed repairs.
- p. To permit the Landlord, pursuant to the provisions of Paragraph 17, to enter the premises for the purpose of performing periodic inventories and inspections, reading utility meters, routine maintenance, making improvements or repairs, or showing the premises for re-leasing.
- q. To promptly report to the Landlord any needed repairs to the leased premises or any unsafe conditions in the common areas and grounds which may lead to damage or injury.
- r. To refrain from placing fixtures, signs or fences in or about the premises without prior revocable permission of the Landlord in writing.
- s. To notify the Landlord of any temporary vacating from the Unit which exceeds 14 days.
- t. To leave the Unit, upon vacating the premises, in a clean and safe condition (normal wear and tear excepted) and to return the keys to the Landlord. Any property left by the Tenant in or about the premises after he/she vacates will be considered as abandoned and may be disposed of as allowed by sections 5-12-130 (e) and (f) of the Residential Landlord and Tenant Ordinance.
- u. To use any garage solely for automobile storage and other private residential purposes (including purposes related to any business use approved by the Landlord), and to keep the garage in a clean, orderly and safe condition.

15. **RULES:**

The Tenant agrees to obey the House Rules, which are provided as an Attachment to this Lease Agreement. The Tenant agrees to obey additional rules established after the effective date of this Lease Agreement. Such rules will be reasonably related to the safety, care, and cleanliness of the building and safety, comfort and convenience of the tenants, and the Tenant will receive written notice of the proposed rule at least 30 days before the rule is enforced. Public Housing Residents will also receive notice at that time that they have 30 days to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective, pursuant to 24 C.F.R. 966.5.

16. CERTIFICATION AND RECERTIFICATION OF INCOME AND FAMILY COMPOSITION

- a. Tenant acknowledges that Tenant's eligibility for the Unit and/or the rent charged has been determined based on Tenant's application, including Tenant's representations about family income and composition. If Tenant has falsely certified to Tenant's income and family composition, such false certification will be deemed a material violation of this Lease Agreement and is grounds for termination of this Lease Agreement and eviction of the Tenant.
- b. At least once each year, Landlord will determine whether the Tenant is eligible for continued occupancy under rent limitations applicable to the Low Income Housing Tax Credit program, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office.
- c. Regularly Scheduled Recertifications: Each year, approximately 120 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to recompute the amount of the Tenant's rent.
- d. Failure by a Tenant to truthfully supply the recertification information as required by this Lease Agreement or as requested by Landlord, or failure to appear for a scheduled rent and income review without good cause on more than one occasion, will be considered a material violation of the Lease Agreement.
- e. Tenant will advise the Landlord within ten days if Tenant or any household member becomes a full-time student. The LIHTC Program provides for specific qualification restriction with respect to occupancy by full-time students. Tenant acknowledges that qualification to remain as a Tenant is at all times dependent upon the household meeting all student status requirements. Should Tenant fail to meet all student status requirements, Tenant agrees to vacate and otherwise may be subject to eviction. Should the Tenant be required to vacate because of the student status requirements, the Landlord shall, wherever possible, offer an alternate unit to the Resident.

17. ACCESS BY LANDLORD:

Tenant agrees that, upon reasonable notification, (a) the duly authorized agent, employee, or representative of Landlord will be permitted to enter Tenant's Unit during reasonable hours for the purpose of performing routine inspections and maintenance, including extermination, for making improvements or repairs, or to show the premises for re-leasing; and (b) any representative of the State Agency may inspect the Unit for the purpose of fulfilling its responsibilities under the Code. A written statement specifying the purpose of the Landlord entry delivered to the premises at least 48 hours before such entry shall be considered reasonable advance notification. However, Landlord shall have the right to enter Tenant's Unit without prior notice to Tenant, if Landlord reasonably believes that an emergency exists which requires such entrance or if Tenant waives the 48 hour notice for a particular service that the Tenant requests. The Landlord shall note this waiver on the work order. No representative of the Landlord shall enter the Resident's unit without approval unless proper notice has been given or there exists an emergency as outlined above. In the event that Tenant and all adult members of his/her household are absent from the premises at the time of entry, Landlord shall leave on the premises a written statement of the date, time and purpose of entry prior to leaving the Unit.

After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the Unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement during reasonable daytime hours (between 8:00 a.m. and 8:00 p.m.) provided the Landlord gives the required 48 hours notice. If

the Tenant relinquishes possession before this Lease Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy.

18. **TERMINATION OF TENANCY:**

- a. To terminate this Lease Agreement, the Tenant must give the Landlord at least 30 days written notice prior to the end of the term. The Tenant shall be liable for rent up to the end of the term or to the date the Unit is re-rented, whichever date comes first, as required by law.
- b. Any termination of this Lease Agreement by the Landlord must be carried out in accordance with Federal, State and local law, and the terms of this Lease Agreement. The Landlord may terminate this Lease Agreement only for:
 - (1) the Tenant's serious or repeated violations of the material terms of this Lease Agreement;
or
 - (2) the Tenant's material failure to carry out obligations under any State or Local Landlord and Tenant Act.
- c. The following lease terms shall be considered material but are not an exclusive listing:
 - (1) Obligations of the Tenant identified in Paragraph 14 of this Lease Agreement.
 - (2) Nonpayment of rent or other charges due under the Lease Agreement.
 - (3) Repeated late payment of rent.
 - (4) Serious or repeated interference with the rights of other Tenants.
 - (5) Serious or repeated damage to the premises.
 - (6) Alteration, repair, sale, intentional destruction or destruction caused by gross negligence or other disposition of the leased premises or any part thereof.
 - (7) Failure to report: an increase of cumulative family income of \$200 per month or more (PHA-Assisted Units only), employment, or identity of household members, at the appropriate time, or failure to provide any other information required by this Lease Agreement at the appropriate time.
 - (8) Intentional misrepresentation of any material fact, including family income or composition, in the application for housing, or in any statements submitted to the Landlord.
 - (9) Keeping an animal or other pet in or on the premises in violation of Paragraph 14m.
 - (10) For non PHA-Assisted units, such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit.
 - (11) Serious or repeated violation of any of the rules or regulations applicable to the Tenant's dwelling Unit or the premises as posted and in effect from time to time.
 - (12) Any criminal activity engaged in by Tenant, a household member, or guest that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on or off the premises. Any criminal activity engaged in by a person under the Tenants control that threatens the

health, safety or right to peaceful enjoyment of the premises by other tenants or the Landlord's employees, including any drug-related criminal activity on the premises. Notwithstanding, an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be considered good cause for terminating the tenancy or occupancy rights of the victim of such violence

- (13) Failure to continually meet the property specific requirements listed in sections V. A. 5 and V. B of the Tenant Selection Plan.

Residents protected under the Relocation Rights Contract (defined in Rider A to the Lease Agreement) have additional rights that are outlined in Section 12 of Rider A to the Lease Agreement.

- (14) Failure to pass the "Second Inspection" as set forth below. Landlord shall conduct an inspection of the Unit thirty (30) days after Tenant's actual move-in to check housekeeping and general care of the Unit. If the Unit fails this inspection, Landlord will provide a written notice to Tenant advising Tenant of the specific correction(s) required to establish compliance. A second inspection will be scheduled approximately thirty (30) days later (the "Second Inspection").

- d. The Landlord shall give written notice of termination of this Lease Agreement as may be provided by any Federal, State or local law and as explained in Section 19 below.
- e. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord.

19 **NOTICE:**

- a. Except as provided in Paragraph 17, and Paragraph 19(c) below, notice to the Tenant shall be in writing and delivered to the Tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the tenant is visually impaired, all notices must be in an accessible format.
- b. Notice to the Landlord shall be in writing, delivered to the Landlord's office or sent by prepaid first-class mail, properly addressed to the Landlord's office.
- c. Any notice to terminate tenancy must be served by delivering a written or printed, or partly written and printed, copy thereof to the tenant, or by leaving the same with some person of the age of 13 years or upwards, residing on or in possession of the premises; or by sending a copy of the notice to the tenant by certified or registered mail, with a returned receipt from the addressee; and in case no one is in the actual possession of the premises, then by posting the same on the premises.

20 **REMOVAL OF TENANT'S PERSONAL PROPERTY ON TERMINATION:**

Tenant agrees to remove all furniture and other personal property from the premises immediately upon the termination of this Lease Agreement and, if applicable, any court case where Tenant loses possession of the unit. Any property left on the premises once Tenant relinquishes possession of the unit will be deemed abandoned and will be disposed of by Landlord as allowed by section 5-10-130 (e) and (f) of the Residential Landlord and Tenant Ordinance.

21 **ABANDONMENT OF PROPERTY:**

If Tenant and all other persons entitled under this rental agreement to occupy the unit are absent from the Unit, without notice, for thirty-two (32) days and rent for that period is unpaid, Landlord has the right to consider that the Tenant has abandoned the Unit. Any of Tenant's remaining personal property shall be considered abandoned and disposed of by Landlord as allowed by section 5-10-130 (e) and (f) of the Residential Landlord and Tenant Ordinance.

22 **CUMULATIVE RIGHTS:**

Each and every one of the rights and remedies of Landlord and Resident are cumulative and the exercise of any right or remedy does not waive its other rights under the Lease Agreement or the law. The failure to exercise any right or remedy under the Lease Agreement or law shall not be a waiver thereof, but may be exercised later.

23 **CHANGES TO DWELLING LEASE AGREEMENT:**

- a. Schedules of Charges, Pet Policy and other policies and addenda which are incorporated in the Lease Agreement by reference will be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Tenant upon request. Landlord may amend such schedules, rules, policies, etc. at any time, provided that Landlord shall give at least a 30-day written notice to each affected tenant setting forth the proposed policy or addendums and the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum. A copy of such notice shall be: (a) delivered directly or mailed to each tenant; or (b) Posted in at least three (3) conspicuous places within the development and affected buildings as well as in a conspicuous place in the Management office.
- b. This Lease Agreement evidences the entire agreement between Landlord and Tenant. No modifications shall be made during the term of this Lease Agreement except in writing and signed by both parties to the Lease Agreement.
- c. The Landlord may amend the form or content of this Lease Agreement in order to reflect changes in the Public Requirements or otherwise; provided, that no amendment to this Lease Agreement shall be effective except upon the commencement of a new term, after at least 60 days' written notice to the Tenant. Public Housing Residents shall be provided an opportunity to present written comments which shall be taken into consideration by Landlord prior to the adoption of the proposed policy or addendum. A copy of such notice shall be: (a) delivered directly or mailed to each tenant; or (b) Posted in at least three (3) conspicuous places within the development and affected buildings as well as in a conspicuous place in the Management office as required by 24 C.F.R. 966.5. The Landlord may require the Tenant to sign a document agreeing to the amendment and may treat the failure to do so as a material lease violation and grounds for eviction. Regardless of whether the Tenant is asked to or does sign any amendment, Tenant agrees to be bound by any such amendment following the effective date of the end of the 30 day comment period, or to quit and vacate.

24 **ACCOMMODATION OF PERSONS WITH DISABILITIES:**

A person with disabilities shall for all purposes under this Lease Agreement be provided reasonable accommodation to the extent necessary to provide the person with an opportunity to use and occupy the Unit in a manner equal to that of a person without disabilities. This paragraph shall constitute notice, as required by 24 CFR sec. 966.7(b), that the Tenant may at any time during the term hereof or any renewal request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

25 **CONTENTS OF THIS AGREEMENT:**

This Lease Agreement and its attachments make up the entire Lease Agreement between the Tenant and the Landlord regarding the Unit. If any Court declares a particular provision of this Lease Agreement to be invalid or illegal, all other terms of this Lease Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them. This Lease Agreement shall be deemed to include all provisions of federal, state law or local law which are required to be included herein and which provide the Tenant with rights or with notice thereof, provided that Landlord in fact provides to Tenant, in a separate notice or document, the notice or rights that are required to be provided.

DRAFT

ATTACHMENTS TO THE AGREEMENT:

The Tenant certifies that he/she has received a copy of this Lease Agreement and the following attachments to this Lease Agreement and understands that these Attachments are part of this Lease Agreement.

Attachment No. 1 - Tenant Income Certification (TIC) form.

Attachment No. 2 - Initial Unit Inspection Report

Attachment No. 3 - House Rules – See Handbook

Attachment No. 4 – Chicago Landlord Tenant Ordinance Summary

Attachment No. 5 - Heat Disclosure

Attachment No. 6 - Security Deposit Receipt

Attachment No. 7 - Rider A- PHA Rider

Attachment No. 8 – Lead Based Paint Rider

Attachment No. 9 – Smoke Detector and Carbon Monoxide Rider

Attachment No. 10 - LOW-INCOME LEASE RIDER

Attachment No. 11 – Class 9 Rider

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

**Rider A to Lease Agreement
Provisions Relating to PHA-Assisted Units**

The rental community in which the Unit is located has received certain assistance from the Chicago Housing Authority (“PHA”) and the Unit is deemed a “PHA-Assisted Unit” under the Regulatory and Operating Agreement governing the community. As a result, the Lease is amended by the following provisions, which supersede any contrary provisions of the main text of the Lease.

1 **LEASE TERM AND RENEWALS.** The Lease Agreement shall be automatically renewed for successive terms of one year, unless:

- a. Tenant has given Landlord 30 days written notice that Tenant does not wish to renew the Lease and vacates the Unit by or at the end of the term;
- b. Tenant or another household member has failed to comply with Community Service Requirements set forth in Sections 11 and 12 of this Rider; or
- c. Tenant or another household member has seriously or repeatedly violated any material term of this Lease Agreement and Landlord has terminated the Lease Agreement in accordance with its terms.

2 **CHARGES.** Any charges referred to in the Lease, including the charges referred to in paragraphs 5 and 10, are not rent and are not due and collectible until fourteen days after the Landlord gives the Tenant written notice of the charges.

3 **ADVERSE ACTIONS; GRIEVANCE PROCEDURE:**

- a. Landlord will notify the tenant of the specific grounds for any proposed adverse action by the Landlord.
- b. All disputes concerning the obligations of the Tenant or the Landlord under this Lease Agreement other than those involving termination of tenancy for (i) criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants, the Landlord’s employees, or persons in the immediate vicinity or (ii) drug-related criminal activities on or off the premises, or (iii) any activity resulting in a felony conviction, shall be processed and resolved pursuant to the Grievance Procedure of the Landlord which is in effect at the time such grievance or appeal arises, and which procedure is posted in the Management Office and incorporated herein by reference. A copy of the Grievance Procedure is provided as an attachment to this Rider. These procedures shall comply with 24 C.F.R. § 966, subpart B.
- c. Before beginning the Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to an escrow account according to the terms of the grievance procedure. Landlord shall waive the requirement for an escrow deposit where required because of a financial hardship exemption or the effect of welfare benefits reduction and will allow the resident to present evidence of a financial hardship or welfare benefits reduction before any grievance is heard provided the presentation does not delay the grievance process. Unless the Landlord waives the escrow requirement because of the Tenant’s financial hardship, the Tenant’s failure to make a payment to the escrow account will terminate the Grievance Procedure.

4 **REPAIRS**

In the event repairs are not made in accordance with paragraph 10(b) of the Lease or alternate accommodations are not provided in accordance with paragraph 10(c) of the Lease, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, the Tenant's household, guests, pets/animals, or person under the Tenant's control.

5 TRANSFERS

If the Landlord determines in accordance with Public Housing Requirements that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be offered said unit and shall move within 30 days unless otherwise authorized by the Landlord. If the Tenant fails to accept the proffered unit, the Landlord may terminate this Lease Agreement. The Tenant shall not be required to move in cases of verified hardship due to employment or health reasons.

In addition, the following transfers shall be available:

- (a) Emergency transfers. These are transfers that are implemented when the unit or building conditions pose an immediate threat to the Tenant's life, health, or safety as determined either by Management or in a legal proceeding (examples: fire, flood, lack of heat). The Tenant may request such a transfer if the Tenant can document such conditions. The Tenant shall receive prior written notice, to the extent practicable for such transfers. However, Management will not provide prior written notice in situations where Management has little or no warning of the condition or situation that results in an emergency.
- (b) Administrative transfers: These are transfers for over/under crowding or to make reasonable accommodations. They are also transfers to respond to threats of a life threatening nature, threat of attack by criminal elements, documented domestic violence, and witness protection orders. Residents shall receive reasonable notice of such moves. Residents may request administrative transfers pursuant to the TSP section II.A.1.

6 REDETERMINATION OF ELIGIBILITY, RENT AND DWELLING:

At least once each year, and at other times as described below, Landlord will determine whether Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office. The policies are as follows:

- a. Regularly Scheduled Recertifications: Each year, approximately 90 days before the anniversary date of this Lease Agreement, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Housing Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to recompute the amount of the Tenant's rent.
- b. Reporting Changes Between Regularly Scheduled Recertifications:
 - (1) If any of the following changes occur, the tenant agrees to advise the Landlord within ten days of its occurrence:
 - (a) Any household member moves in or moves out of the Unit.

- (b) Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (c) The household's monthly income increases by \$200 or more.
- (2) The Tenant may at any time report any decrease in income or any change in other factors considered in calculating the Tenant's rent and the Landlord will process an interim adjustment.
- c. Failure by a Tenant to truthfully supply the recertification information as and when required by this Lease Agreement or as requested by Landlord, to report any increases in household income during a scheduled rent and income review or to appear for scheduled rent and income reviews will be considered a material violation of the Lease Agreement, may lead to eviction, and will result in any rent increase being effective retroactive to the time the increase would have been made without the provisions of the 30-day notice as otherwise required. The Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.
- d. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent was computed.
- e. In the event of any rent adjustment pursuant to the above, the Landlord will mail or deliver a "Notice of Rent" to the Tenant in accordance with Section 19 hereof. In case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided that the Tenant has timely reported such change. In the case of a rent increase, the adjustment will become effective the first of the next month at least 30 days after delivery of notice to Tenant concerning the change (unless the rent increase is the result of a change in household composition or income which is not reported within 10 days or results from finding of a misrepresentation as provided above).

7 **FLAT RENT.** Instead of an income-based rent, Tenant may choose for each year to pay a "Flat Rent" which is equal to the maximum rent for Tenant's unit under the Low Income Housing Tax Credit Program. On Tenant's request, Landlord will provide sufficient information for an informed choice by Tenant. Tenant may switch from a flat rent to an income-based rent during a lease year only in the event of financial hardship, as determined in accordance with written policies of the PHA.

8 **LEASE TERMINATION**

- a. The Landlord shall give written notice of termination of this Lease Agreement of, at a minimum:
 - (1) 14 calendar days in the case of failure to pay rent.
 - (2) A reasonable time commensurate with the exigencies of the situation (no less than 10 days but not to exceed 30 calendar days) in the case of creation or maintenance of a threat to the health or safety of other tenants, the Landlord's employees, or persons residing in the immediate vicinity of the premises, or in the case of any drug-related or violent criminal activity or any felony conviction.
 - (3) 30 calendar days in all other cases, or such shorter period of time as may be provided by any State or local law.

- b. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord. The notice shall also inform the Tenant of the right to examine Landlord's documents directly relevant to the termination or eviction. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure.
- c. A notice to vacate, which is required by State or local law, may be combined with or run concurrently with a notice of Lease Agreement termination.
- d. When the Landlord is required to afford the Tenant the opportunity for hearing under the Landlord's grievance procedure for a grievance concerning the Lease Agreement termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) 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.
- e. When the Landlord is not required to afford the tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease Agreement termination, and the Landlord has decided to exclude such grievance from the grievance procedure, the notice of Lease Agreement termination shall:
 - (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Landlord for eviction procedure, and state that HUD has determined that this procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
 - (3) State whether the eviction is for a criminal activity or for drug-related criminal activity as described in HUD regulations.
- f. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the alleged offender's participation in any drug treatment or rehab program, the extent of participation by family members, the effects that the eviction would have on family members not involved in the proscribed activity, and the extent to which the Leaseholder is involved in the development community. In appropriate cases, the Landlord may impose a condition that family members who engaged in the proscribed activity will not reside in the Unit.
- g. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance panel or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease Agreement termination shall inform the Tenant of the Tenant's right to examine Landlord's documents, records and regulations concerning such termination of tenancy or eviction.

9 TERMINATION FOR CRIMINAL CONDUCT

- a. The Landlord endorses and enforces the "Termination for Criminal Conduct" policy which provides for zero tolerance of illegal drug use and criminal activity by residents, their households and their guests. It is an express condition of this Lease Agreement that the Tenant, household members and invited guests will

refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a violation of this Lease Agreement and cause for immediate eviction where permitted by state law, even if it is a first offense and even if no household members are aware of the activity.

Notices of termination of tenancy delivered pursuant to this Section 9(a) shall include a statement that the Tenant shall have 10 days from and after the date of such notice delivery to meet with the Landlord to discuss the proposed termination and present any defenses or mitigating circumstances. If the Tenant timely requests such a meeting with the Landlord, the Landlord will schedule a meeting with the Tenant, which shall occur within 10 days of the request. The Landlord will not file suit against the Tenant to terminate the Lease until after the date of the meeting. At this meeting, the Landlord will consider any mitigating circumstances such as the seriousness of the crime, the extent of participation in the crime by the Tenant, the Tenant's involvement in the development community and any other relevant information. In appropriate cases, the Landlord may, in the Landlord's sole discretion, agree to some lesser remedy such as partial eviction (less than all household members), there shall be no waiver of the terms and conditions of this Lease Agreement or of the Landlord's right to enforce such terms on a different occasion.

- b. The following activities are covered by this section:
- (1) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Agent, or persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on or off such premises, engaged in by a Tenant or any member of the Tenant's household or guest. (Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of, a controlled substance); or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Agent, or persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on such premises, engaged in by any other person under the Resident's control;
 - (2) any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility for admission of illegal drug users and alcohol abusers), or the furnishing of any false or misleading information pursuant to section 577 of such Act;
 - (3) any illegal use of a controlled substance by a Tenant or household member;
 - (4) any abuse (or pattern of abuse) of alcohol, by a Tenant or household member, where such use of abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
 - (5) if a Tenant or household member is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under laws of the place from which the individual flees,;
 - (6) if a Tenant or household member is violating a condition of probation or parole imposed under Federal or State law;
 - (7) if a Tenant or household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;

- (8) if the Tenant or household member is convicted of a crime that subjects them to a lifetime or any registration requirement under a state sex offender registration program, including the 10 year Illinois State Sex Offender Registration Act.
- c. It is the ordinary policy of the Agent, consistent with the policy of HUD and PHA, but subject always to any restrictions on this policy imposed by state law, to evict any Tenant and his/her household for any violation covered by this section, regardless of whether every household member took part in or was aware of the activity and regardless of any other circumstance which might be deemed extenuating. The protection of the entire community is of paramount importance.

10 **PRESERVATION OR TRANSFORMATION OF PUBLIC HOUSING:**

- a. The Landlord's operation of all PHA-Assisted Units, including the Unit, is supported in part by operating subsidies which the PHA is contractually obligated to pay to Landlord. The PHA in turn receives from HUD operating assistance which it uses to pay such operating subsidies. Rent paid by Tenant under the Lease Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the PHA is unable to meet its contractual obligation to pay Landlord operating subsidies with respect to all PHA-Assisted Units, the Landlord may be legally permitted under Section 35 of the United States Housing Act of 1937 (the "Act") to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.

b. Notwithstanding any other provisions of the Lease Agreement, under such circumstances, subject to the limitations described in Section 35 of the Act or any successor provision and in accordance with any implementing HUD regulations, including without restriction any consultation or notice provision contained therein, the Landlord, subject to regulations to be developed by the Secretary of HUD, may take reasonable steps to put the project on a sound financial footing. It is not yet known what procedures and requirements the Secretary of HUD will develop for such deviations, but they may include such actions as increasing the rent up to market levels, upon such notice to the Tenant as is required under state and/or federal law. The Tenant agrees that he/she will take such actions as the Landlord requires of him/her in compliance with Section 35 of the Act or any successor, upon due notice.

c. In the event the Landlord and the PHA enter into a Preservation and Transformation Plan with HUD approval concerning the order and nature of actions the Landlord may take under Section 35 of the Act, the Landlord will comply with such plan in exercising its rights under this section.

11 **COMMUNITY SERVICE REQUIREMENT**

a. Each adult Tenant shall comply with the Community Service Requirements set forth in Section 12(c) of the Housing Act of 1937, as it may be required by HUD. Generally, these requirements require all adult residents who are not employed, elderly, or disabled, or otherwise exempted to contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month. To the extent permitted by applicable law, any tenant who meets the definition of "engaged in activities to meet" the employment criteria as explained in Section 12 below will be deemed to meet the Community Service Requirement. Any tenant who meets the employment criteria will be exempt from the Community Service Requirement.

b. Landlord will advise Tenant as to the Community Service Requirements.

c. Thirty days before the expiration of the term of this Lease Agreement and each renewal thereof, Landlord will review and determine the Tenant's compliance with the Community Service Requirements. If the Landlord determines the Tenant has not complied with such requirements, the Landlord will notify the Tenant of the noncompliance; that the finding of noncompliance is subject to administrative grievance procedures; and that unless the Tenant enters into an agreement curing such noncompliance in accordance with Public Requirements, this Lease Agreement will not be renewed and the Tenant will be evicted.

12 **PROPERTY SPECIFIC REQUIREMENTS.**

In addition to the rights and responsibilities listed in Section 18 (c)(13) of the Lease Agreement, Residents protected under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 or the CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 (the "Relocation Rights Contract") are subject to the following provisions: Tenant has been conditionally accepted for occupancy because Tenant was compliant with Tenant's prior lease at the time of application and admission and provided evidence sufficient in the Management Agent's discretion that the Tenant met the Property Specific Requirements.

If the Tenant is engaged in activities to meet the Property Specific Requirements other than those in Section V.A.5 of the TSP, and, if at the start of his/her first year's re-certification process the Tenant does not meet such Property Specific Requirements, the Management Agent will notify the Chicago Housing Authority ("CHA") to begin looking for a unit for the resident at a property where the Tenant satisfies the occupancy criteria. If the Tenant does not meet the Property Specific Requirements (other than those in Section V.A.5 of the TSP) within one year of Tenant's move-in date at annual recertification, the Management Agent shall notify the CHA, and CHA shall transfer the Tenant to a unit outside the Development, or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract. If Tenant refuses to accept the transfer to a unit outside the Development or the Section 8 Housing Choice Voucher, the Management Agent may terminate the tenancy.

If the Tenant or co-head of household is not continually employed a minimum of 30 hours a week, and fails to satisfy the exceptions described in Section 18(c)(13) of the Lease Agreement, the Management Agent shall notify the CHA, and CHA shall transfer the Tenant to a unit outside the Development or provide the Tenant with a Section 8 Housing Choice Voucher, in accordance with the Relocation Rights Contract. If Tenant refuses to accept the transfer to a unit outside the Development or the Section 8 Housing Choice Voucher, the Management Agent may terminate the tenancy.

13. ATTACHMENTS TO THE AGREEMENT:

The Tenant certifies that he/she has received a copy of this Rider A to the Lease Agreement and the following attachments to this Rider and understands that these Attachments are part of this Lease Agreement.

- a. Attachment 1.....Grievance Policy

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

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TENANT SELECTION PLAN



Dorchester Artist Housing
"Development"

Dorchester Artist, LLC.
Owner's Name (the "Owner")

Leasing & Management Co., Inc.
Managing Agent's Name (the "Management")

I. INTRODUCTION

This Tenant Selection Plan (this "Plan") outlines the procedures that will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures.

A. Development Description (Check the one that applies)

The Development offers subsidized rents. This means the rent that a tenant pays is based upon the tenant's household income. Therefore, the rent paid by tenants may vary among tenants as well as from time to time for an individual tenant. The rents attached to this Plan as **Exhibit A** reflect the market or contract rent for the Development and **not** the typical tenant portion of the rent. (Subsidized rents are usually made available through participation in one of two housing programs: (i) the HUD Section 8 program or (ii) the HUD 236 program which are further augmented by either the Rent Supplement or Rental Assistance programs. Both of these programs have household income limitations.)

The Development does not offer subsidized rents. The Development is participating in one or more housing program(s), which provides affordable rents for tenants. These programs also have household income limitations. The tenant must pay the rents, indicated in **Exhibit A**, in their entirety.

In addition, the Development **does** **does not** accept Housing Choice Vouchers. (Check the one that applies)

B. Tenant Type (Check the one that applies)

The Development is not designated as housing exclusively for any particular tenant type. (This would typically include those developments known as "Family")

The Development is designated as housing exclusively for: (check all that apply)

Elderly

Family & Special Needs

Special Needs Family

Elderly & Special Needs

If the "Elderly" or "Elderly & Special Needs" designation is selected, the age restriction, for the units designated Elderly, will be:
(Check the one that applies)

- 55 and above (households whose head or spouse or sole member is at least 55 years of age) or,
- 55 and above (one person 55 years of age or older) or,
- 62 and above (**all** members of the household are 62 years of age) or,
- 62 and above (households whose head **or** spouse **or** sole member is at least 62 years of age) (this is only available to developments participating in a HUD housing program); or
- Other (please describe) ____

If any of the "Special Needs" designations is selected, the Development is serving the following special needs population(s):
(Check all that apply)

- Battered Women
- Disabled
- HIV/AIDS
- Homeless
- Foster Care Families
- Transient Families
- Other (please describe) ____
- Developmentally Disabled
- Physically Disabled
- Ex-offenders
- Substance Abusers
- Mentally Ill

C. Unit Distribution

1. Development (Start-Up Only)

The Development will offer 32 rental units.

This includes does not include a management unit

The income limitations of these units are as follows:

9 Market Rate (No income restriction units)

12 Units at 50% Median Income

11 Units at 60% Median Income

2. **Development (Up and Running only)**

Per Regulatory Agreement

9 Market Rate
12 Units at 50%Median Income “PHA-Assisted Units”
11 Units at 60% Median Income

Per Extended Use Agreement

9 Market Rate
12 Units at 50% Median Income
11 Units at 60% Median Income

D. **Rent Structure**

The current rent structure for the Development, by unit size and income distribution, is attached to this Plan as **Exhibit A**.

E. **Policies to Comply with Section 504, Fair Housing Act, Civil Rights Act, VAWA, United States Housing Act of 1937.**

5. **Section 504**

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the Owner to make their programs as a whole, accessible to persons with disabilities. Section 504 obligations include the following:

- a. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- b. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- c. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
- d. Performing a self-evaluation of Management's programs and policies to ensure that they do not discriminate based on disability; and
- e. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements.
- f. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

If the Owner, Management and Development employs 15 or more persons, regardless of their location or duties, a Section 504 Coordinator must be designated. Does the Section 504 Coordinator requirement apply?

(Check the one that applies)

Yes No

If “Yes” was checked, indicate the name of the Section 504 Coordinator:

Name: Deborah Starkovich

Telephone Number: (773)286-5400

TDD Number:

6. Fair Housing Act

The Fair Housing Act Amendments of 1988 (“Fair Housing Act”) prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status and national origin regardless of any federal financial assistance. Fair Housing Act obligations include the following:

- a. Management will not refuse, either directly or indirectly, to rent or negotiate for rental of a dwelling based on race, color, religion, sex, disability, familial status and national origin.
- b. Management will not (i) engage in activities that steer potential tenants away from or toward particular units by words or action, (ii) make housing units and related services unavailable to any potential tenants, (iii) purposely provide false information to applicants about the availability of units that limits the living options of prospective tenants, and (iv) deny or limit services based on race, color, religion, sex, disability, familial status and national origin.
- c. Management will market available units in a nondiscriminatory manner.
- d. It is unlawful to coerce, intimidate, threaten or interfere with any person’s exercise or enjoyment of any Fair Housing right.

The Fair Housing Act provides additional protections for persons with disabilities. It requires that Management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling. Moreover, it contains specific accessibility requirements that apply to the design and construction of new multi-household housing.

7. Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 prohibits all recipients of federal financial assistance from discriminating based on race, color or national origin.

8. Violence Against Women & Justice Department Reauthorization Act of 2005 (VAWA)

VAWA provides legal protections to the victims of domestic violence, dating violence or stalking. VAWA protections include the following:

- a. The Landlord may not consider incidents of domestic violence or stalking as serious or repeated violations of the lease of other “good cause” for termination of assistance, tenancy or occupancy of the victim of abuse.
- b. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- c. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

9. United States Housing Act of 1937

This policy is subject to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract, Regulatory and Operating Agreement, Section 42 of the Internal Revenue Code of 1986, and state and local laws, the CHA Leaseholder Housing Choice and Relocation Right's Contract (hereinafter "RRC") and CHA Relocation Rights Contract for Families with Initial Occupancy After 10/01/1999. Applicants who are governed by the Relocation Rights Contract (as defined in that contract) will be referred to as "RRC applicants".

II. PREFERENCES

A. Establishing Preferences

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply to the Development:

1. Existing Tenant Preferences (For Federally Assisted Housing Programs)

The following actions are always given priority if applicable. If not, State Mandated Preferences take precedence.

- a) A unit transfer because of household size.
- b) A unit transfer based on the need for a deeper subsidy.
- c) A unit transfer for a medical reason certified by a doctor.

2. State Mandated Preferences

The Development must comply with the three Illinois mandatory preferences required in Section 11 and 12 of 20 ILCS 3805 as described below:

- a) Displaced from an urban renewal area.
- b) Displaced as a result of a governmental action.
- c) Displaced as a result of a major disaster.

3. Optional Preferences

In addition to the preferences mandated by the State of Illinois and the Existing Tenant Preferences listed above, the Development may establish the following preferences. The preferences listed below are subordinate to State Mandated Preferences and Existing Tenant Preferences.

*(Check **all** that apply and rank in the order of highest preference (1) to lowest preference):*

- a) Existing Tenant Transfers (other) Order # 1
including, but not limited to a change in household composition, a deeper rent subsidy, or for medical reasons certified by a doctor.
- b) Artist Preference Order # 2

B. Verification of Preference

The State Mandated Preferences will be verified by third party verification (**Exhibit C**). If Management has selected any of the optional preferences, the following means of verification will be utilized:

- Existing Tenants will fill out a request for transfer form and will provide necessary documentation to support their request.
- Artist Preference – An applicant who wishes to use this preference must complete the development screening process and be approved for an apartment **and** must also be approved by the artist screening committee. The initial committee will be staffed by committee members selected by the Rebuild Foundation. **(Exhibit D)**

C. Selection of Families for Participation

1. An eligible applicant who qualifies for a preference will receive housing before any other applicant who is not so qualified. These preferences take precedence over other applicants' place on the Waiting List, or date of submission of application.
2. All applicants must first pass the property management screening criteria for all available apartments regardless of the program participation.
3. The tax credit apartments (11 units) and the market rate apartments (9 units) will be given a preference for "approved" artist households. Preferences for the PHA-Assisted Units (12 units) are described in Section IV below.
4. There will be two waiting lists for the tax credit and market rate apartments, an approved artist household preference list and a general pool list.
5. An initial Artist Committee will be setup to interview both tax credit and market rate applicants who wish to be included on the preference list. This initial Artist Committee will be staffed, and/or selected, by the Rebuild Foundation. All members of this committee will receive Fair Housing training provided by the Property Management Company prior to serving on this committee. Once the development is fully leased, an ongoing Artist Committee will change composition to include both residents of Dorchester Artist Housing and the Rebuild Foundation, or even just residents of Dorchester Artist Housing.
6. Units will remain vacant for up to 60 days until filled with "approved" artist households, before going to the general pool waiting list. Tenant Selection criteria for approval of an Artist Preference is listed in **(Exhibit D)**.

D. When a Preference Is Denied

1. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will promptly receive a written notice of this determination from Management **(Exhibit E)**. The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the Management's designee to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management.
2. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or Owner.

E. Exceptions to the Preference Rule

1. Relocation and/or Unit Transfers:

Management must give priority to current households:

- i) when their units are designated for rehabilitation and/or
- ii) for current households residing in a unit within the Development that has been designated as uninhabitable by federal, state, local municipalities or Management due to fire, flood or other natural disaster.

III. PRE-APPLICATION CARD PROCESSING

(Please check which method will be used)

- The Development will use pre-application cards or;
- The Development will use pre-applications.

A. Distribution of Pre-Applications

1. A letter will be sent to households who respond to the marketing efforts (**Exhibit F**). This letter will include a Pre-Application (**Exhibit G**) to be completed and mailed to Management. This letter will also inform persons about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
2. The letter will state that those persons qualifying for a preference will receive housing before any other applicant who is not so qualified.
3. In addition, the letter will inform all applicants that for those persons not claiming a preference, screening will be conducted according to the order in which the Pre-Applications are received.
4. All returned Pre-Applications will be logged into the property software, indicating the time and date received (**Exhibit H**). An interested parties list will indicate whether the applicant has claimed a preference or has requested a handicapped accessible unit.
5. Notwithstanding anything to the contrary herein, applicants for the PHA-Assisted Units will follow the procedures described in Section IV below.

B. Processing Pre-Applications

1. Pre-Applications will be filed in the order of receipt. In addition, Pre-Applications will also be categorized according to preferences, unit size and Special Occupancy Categories (as described in **Section X**).
2. All persons making inquiries will be provided a Pre-Application form to be filled out. Pre-Applications received after initial sorting will be categorized in accordance with the process stated above.
3. For Developments beginning their initial marketing efforts (start-up), no Pre-Applications will be accepted after the date on which 95% occupancy of the Development has been reached and the applicable Interested Parties List has been closed.
4. For Developments, which have completed their initial marketing efforts (Up and Running), no Pre-Applications will be accepted after the date on which the applicable Interested Parties List has been closed.
5. All Pre-Applications will be retained on-site permanently.

IV. WAITING LIST(S) PROCEDURES

A. 1. Creation of Waiting List(s)

If an applicant is eligible for tenancy, but no appropriately sized unit is available (as referred to in **Section VII**), Management will place the applicant on a waiting list (the "Waiting List") for the Development (**Exhibit I**). The Waiting List(s) will be maintained in either:
(Check the one that applies)

- a bound ledger (manually)
- a computer program (electronically)

The Waiting List(s) will contain the following information for each applicant listed:

1. Applicant name
2. Household unit size (number of bedrooms household qualifies for under site occupancy standards)
(NOTE: applicant may qualify for multiple unit sizes)
3. Date and time application received
4. Qualification for any preferences and ranking
5. Annual income level
6. Targeted program qualifications
7. Accessibility requirements
8. Number of persons in household

The Waiting List will be maintained in accordance with the following guidelines:

- The pre-application will be a permanent file.
- All applicants will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

2. RRC Applicants/Public Housing Assisted Units (“PHA-Assisted Units”).

The Management will maintain a site-based waiting list of potential tenants to lease the PHA-Assisted Units. The list will be comprised of referrals from the Washington Park HOP list to fill the 12 PHA-Assisted Units. The Agent will engage in outreach from the referral list.

All RRC-applicants shall be referred by Chicago Housing Authority (“CHA”) with corresponding HOP numbers in accordance with the RRC. RRC-applicants will be required to complete an application form that will be entered on the waiting list in sequential order of their HOP number. RRC-applicants will be processed in order of their HOP number and pursuant to the RRC, including the priorities detailed in the RRC. Once all of the RRC-priorities have been processed, the Management will begin accepting referrals from the CHA’s public housing applicant waiting list. If no such waiting list exists, the Management shall create a waiting list in conformance with All Applicable Public Housing Requirements. As applications are received, the date and time the application is received should be noted on the application form and the applicant names supplied from CHA’s public housing applicant waiting list will be placed on the waiting list based on the date and time the application is received by the Management. All data is subject to verification. Each adult member of the family must sign the completed application.

Consistent with the objectives of Title VI of the Civil Rights Act of 1964, the Regulatory and Operating Agreement, other statutory requirements, and HUD regulations and policies, offers from the waiting list to appropriate sized units will be made after preferences are applied. Preferences for housing will be applied in accordance with the terms outlined in section 4 d. of the Relocation Rights Contract for all RRC-applicants for all PHA-Assisted Units. Upon exhaustion of the RRC-applicants, preference for PHA-Assisted Units shall be determined in accordance with both current CHA policy and this Policy.

B. Changes In Income or Household Composition

When placed on the Waiting List, applicants will be informed to notify Management when the following changes occur:

- Address and/or phone number
- Household composition
- Preference status
- Income

If an applicant's income changes to an amount which is no longer eligible, written notice will be given advising the applicant that: (1) they are not presently eligible; (2) the applicant could be eligible if the household income decreases, the number of household members change, or the Income Limit changes; and (3) their name will be removed from the Waiting List.

If an applicant's household composition changes resulting in a need for a different apartment size, Management will, upon notification by applicant, place the applicant on the appropriate Waiting List. Management's policy for handling changes in household composition are indicated below: (check the one that applies)

Applicant will maintain original application date. (Applicant will be placed on new bedroom list according to original application date.)

Applicant will receive new application date based on re-determination. (Applicant will be placed at bottom of new bedroom list.)

C. Contacting Persons on the Waiting List(s)

1. Applicants on the Waiting List will be contacted as follows:

When a unit becomes or will become available within 7 days, Management will select the next applicant who meets applicable preference criteria or whose name is chronologically at the top of the appropriate Waiting List. Management will contact the selected applicant utilizing the following procedure: (*i.e. certified mail, regular mail, telephone or other.*)

Regular Mail and by E-mail

Applicants, who respond timely and accept the offered unit, will be contacted to schedule an interview. This represents the beginning of the screening process. Those applicants who do not respond timely or who do not accept the offered unit will be processed in the manner indicated below:

a. If Management does not receive a response within 5 business days, the applicant will forfeit the opportunity to apply for the offered unit. (check the one that applies)

and will be removed from the applicable Waiting List.

but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within 5 business days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.

b. If Management receives a timely response but the applicant rejects the first offered unit, the applicant (check the one that applies)

will be removed from the applicable Waiting List.

will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within 5 business days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.

2. If, after an interview has been scheduled, the applicant fails to attend or to contact Management to reschedule the interview, the policy regarding how applicants will be addressed is: *(Please indicate Management's policy below.)*

Management will attempt to contact the applicant by telephone. If there is no contact after 2 attempts within 48 hours, the applicant's name will be removed from the waiting list. If management contacts the applicant, another appointment will be scheduled if the applicant has good cause, such as illness or accident, for failure to keep the prior appointment. If the applicant fails to keep the appointment, the applicant's name will be removed from the waiting list. A letter will be sent confirming the action.

D. Updating the Waiting List(s)

1. The Waiting List will be updated at least once every twelve months in the following manner:
 - A letter will be sent via mail/email to each applicant on the Waiting List(s) **(Exhibit J)**. The applicant will be given 14 days (excluding weekends and designated federal holidays) from the date the letter was mailed in which to respond. If no response is received, the applicant's Pre-Application will be removed from the Waiting List and a letter will be sent informing the applicant of this action. If the letter is returned with a forwarding address, it will be re-mailed to the address indicated and a new response time same as above will begin.
2. It is the applicant's responsibility to notify the Management office of any change in address, telephone number or telephone device for the deaf (TDD) number (if applicable).

E. Closing and Re-Opening the Waiting List(s)

1. Closing the Waiting List(s)

The Waiting List(s) for the Development will be closed when the following occurs:

When the number of names for a unit size equals 4 times the projected turnover in that unit size for 2 years.

When Management decides to close the Waiting List(s), future applicants will be advised that the Waiting List(s) are closed and additional applications will not be taken. When Management decides to no longer accept applications, a notice to that effect will be published in the following publication(s):

All publications as stated in the approved Affirmative Fair Housing Marketing Plan (AFHMP) as well as sent to all community contacts listed in the AFHMP.

The notice must state the reasons for the Management's refusal to accept additional applications.

2. Re-opening the Waiting List(s)

Prior to each re-opening of the Waiting List(s), a notice, announcing the re-opening and providing information on how to apply, will be placed in the following publications:

Announcements will be placed in the publications per the approved AFHMP. Notices will also be distributed to all community organizations per the AFHMP.

The Waiting List(s) will be re-opened when the following occurs:

When, based on projected turnover, it is anticipated that all persons for a unit size will be assigned a unit within the next 12 months.

3. Affirmative Marketing Plan Requirements

Management will affirmatively market the Development in its outreach efforts during the re-opening of the Waiting List(s). Management will provide a copy of the Affirmative Fair Housing Plan to applicants upon request for review.

V. THE (INTERVIEW) SCREENING PROCESS

A. Application Requirements

The following information will be used to determine program eligibility for anyone who is seeking housing at the Development.

1. The head of household must complete a written application certifying the accuracy of all information that is provided. The applicant will be provided with the appropriate disclosures concerning the Privacy Act.
2. A credit report will be ordered.
 A credit report will not be ordered.
3. A criminal background search will be obtained.
 A criminal background search will not be obtained.
4. A drug test will be performed on all household members aged 18 years or older.
5. Verification of satisfaction of the employment requirements hereinafter defined is required for each applicant. Applicants will qualify for occupancy only if the head of household or co-head of household, and all family members ages 18-61, meet the employment requirements hereinafter defined, except in certain circumstances noted below. A head of household or co-head of household who is employed a minimum of 30 hours per week shall meet the employment requirement for the head of household. Additionally, all family members ages 18-61, other than the employed head or co-head of household, must be working 30 hours per week, or be enrolled full-time and regularly attending secondary or post-secondary education program, or be involved in at least 30 hours per week of any combination of (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education or English proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older; (b) blind or disabled as defined under 42 U.S.C. 416(i)(I) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

6. Verification of employment, income, bank accounts, and other assets, etc., is required as applicable for each applicant.
7. Verification of previous housing, for 4 years, is required. This will include references from previous landlords. If applicable, it will also include verification for those who were homeowners or lived with parents or guardians. Applicants will not be rejected solely for a lack of rental history.
8. Proof of citizenship status for all members of the household is required.
9. Verification of Social Security Numbers for all members of the household is required.

10. Other: A search will be made of all state sex offender lists in the state(s) in which the applicant lived since 1993.

11. Dorchester Artist Housing is a designated "Smoke Free Building". All residents, 18 years and older must sign and attest to a smoke free housing apartment.

B. Home Visits

Home Visits will be conducted to inspect the current dwelling of the applicant to determine that the housekeeping practices are acceptable. Details of this process are outlined in **Exhibit K**. Home Visits will be conducted for all applicants who reside within 10 miles of the Development. Home Visits will be conducted for every applicant household reaching the final stages of the approval process.

C. Completion of Application Process

All applications will be processed within thirty days after the date of the applicant's initial interview or within five business days of receipt of all required documentation, whichever is later (excluding weekends and designated federal holidays).

VI. ELIGIBILITY REQUIREMENTS

A. Income

The annual gross income of the applicant(s) must be equal to or less than the income limit established by the applicable program's administrative rules for the appropriate household size.

B. Income Targeting – (Applicable Only to the Section 8 Project Based Program)

- The Development is not required to comply with the Income Targeting requirement.
 The Development is required to comply with the Income Targeting requirement.

2. The method with which to achieve this requirement is selected below:
(check the one that applies)

- Admit only extremely low-income applicants until the requirement is met. In chronological order, select eligible applicants from the Waiting List whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the Development. Once the Development has achieved the 40% target, admit applicants in the Waiting List order.
- Alternate between the first extremely low-income applicant on the Waiting List and the applicant at the top of the Waiting List. To implement this method, select the first extremely low-income applicant on the Waiting List (bypassing applicants on the Waiting List with higher incomes) for the next available unit. Then the next eligible applicant currently at the top of the Waiting List (regardless of income level) for the next available unit. As subsequent units become available, tenant selection continues to alternate between the next extremely low-income applicant and the eligible applicant at the top of the Waiting List until the 40% target is reached.
- Alternate between the first extremely low-income applicant on the Waiting List and the applicant at the top of the Waiting List in groups of 10. In chronological order, admit the first 4 extremely low-income households from the Waiting List and then admit the next 6 households from the top of the Waiting List, regardless of income. This procedure results in 40% or more of admissions being extremely low-income. After filling the first 10 available units, again admit the first 4 extremely low-income

households on the Waiting List and then the next 6 households currently at the top of the Waiting List.

C. Sole Residence

The unit must be the applicant's sole residence in order for the applicant to be eligible for housing.

D. Citizenship Requirements

Only applicants and tenants who are United States citizens and eligible non-citizens may benefit from federal rental assistance. Specifics regarding citizenship requirements and the documentation process are provided in **Addendum 1** attached to this Plan.

E. Certification of Social Security Numbers

All applicants and tenants, excluding tenants age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun prior to January 31, 2010, and those individuals who do not contend eligible immigration status, are required to disclose and provide verification of the complete and accurate SSN assigned to them.

The timeframe for providing social security numbers is as follows:

1. Applicants currently on or applying to the waiting list do not need to disclose or provide verification of an SSN for all non-exempt household members at the time of application and for placement on the waiting list. However, applicants must disclose and provide verification of an SSN for all non-exempt household members before they can be housed.
2. Housing applicants from the waiting list must disclose and/or provide verification of their SSN's for all non-exempt household members at the time a unit becomes available. The applicant who has not disclosed or provided verification of SSN's for all non-exempt household members has ninety days from the date they are first offered an available unit to disclose and/or verify the SSN's. During this ninety day period, the applicant may, at its discretion, retain its place on the waiting list. After ninety days, if the applicant is unable to disclose and/or verify the SSN's of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list.

An explanation of required documentation is provided in **Addendum 2** attached to this Plan.

VII. OCCUPANCY STANDARDS

The unit must have enough space to accommodate the household. Occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions. The occupancy standards for the Development are attached as **Exhibit L**.

1. For the purpose of determining the unit size for which a household may be eligible; the following will be counted as members of the household:
 - a. Fulltime household members
 - b. Unborn children
 - c. Children in the process of being adopted
 - d. Children whose custody is being determined
 - e. Foster children
 - f. Children temporarily in a foster home
 - g. Children in joint custody 50% of the year or more
 - h. Children away at school but home for recess
 - i. Live in aides

- j. Foster adults
- 2. Upon request, an applicant or resident may be placed on as many of the Development's Waiting List(s) for which the household size qualifies.
- 3. A household may be required to provide proof of custody of related or unrelated occupants in order to be considered for a change in unit size.

VIII. **REJECTION CRITERIA**

The ability of the applicant to fulfill lease obligations will be considered. An applicant may be rejected for one or more of the following reasons:

A. Insufficient/Inaccurate Information on Application

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

B. Credit and Financial Standing

- 1. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgments or a history of late payment of bills) will be considered. If an applicant is rejected based on the credit report, they will be provided with the reasons for rejection and given the name of the credit bureau that performed the credit check. Applicants will also be given two weeks to dispute any information on the credit report.
- 2. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected.
- 3. The applicant's financial ability to pay his/her monthly contribution toward the rent of the unit may be assessed. Although debt-to-income ratios will not be used, the applicant must demonstrate the ability to pay long-term obligations he/she has incurred along with rent.

C. Criminal Convictions/Current Drug Use

- 1. Applicants who fall into the following categories will be rejected:
 - a) current addiction to or engagement in the illegal use of a controlled substance.
 - b) any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity.

Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household).
 - c) any household member that is subject to a lifetime or any registration requirement under a sex offender program including a 10 year registration requirement under the Illinois Sex Offender Statute. requirement.
 - d) any household member for whom there is reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

- e) any conviction of drug related criminal activity for manufacture of methamphetamine on the premises of federally assisted housing or any premises.
- f) if the result of the initial drug test for any member of the applicant's household indicates a family member is currently using illegal drugs, the application will be rejected. The applicant may reapply for housing, but no sooner than one year from the date of rejection. The applicant must document successful recovery through evidence of a treatment program.

2. The Agent may prohibit admission of applicant families with members:

- a. Who have any history of criminal activity, including arrest or conviction in the past ten years involving violence to a person; or
- b. Who, in the past five years, have any history of arrest or conviction involving drug activity, violence to a person, theft, illegal use or possession of a weapon, or damage to property; or any pattern of such activity in the past 10 years.

D. Household Characteristics

Household size or household characteristics were not appropriate for the specific type of unit available at the time of application.

E. Unsanitary Housekeeping

Housekeeping will be considered because home visits are conducted (**See Section V.B.**) Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

F. Exception to Rejection Criteria

Extenuating Circumstances
(Check the one that applies)

- Extenuating circumstances will not be considered.
- Extenuating circumstances will be considered in cases when applicants would normally be rejected, but the applicants will have to indicate circumstances that he/she will be an acceptable resident in the future.

IX. REJECTION PROCEDURES

A. Written Notification

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection (**Exhibit M**). This notice will advise the applicant that he/she may, within 14 days of receipt of the notice (excluding weekends and designated federal holidays), respond in writing or request to meet with Management to discuss the notice.

B. Review of Rejected Applications

The applicant will have 14 days (excluding weekends and designated federal holidays) to respond in writing or request a meeting to discuss the rejection. Any meeting with the applicant or review of the applicant's written response will be conducted by a member of Management's staff who did not participate in the decision to reject the applicant.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five days (excluding weekends and designated federal holidays) of the applicant's written response or meeting. If the decision is reversed, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit.

X. SPECIAL OCCUPANCY CATEGORIES

Applicants will be interviewed and processed as authorized in **Sections V through VIII**, with exceptions made as follows:

A. Persons with Disabilities

An applicant with disabilities will be given priority for an accessible unit if such applicant deems that this type of unit is appropriate for their household.

If the household determines that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Development's Waiting Lists, as applicable.

XI. NO-SMOKING POLICY

The premises known as Dorchester Artist Housing to be occupied by resident and members of resident's household have been designated a smoke-free living environment. Resident and members of resident's household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident's dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building's entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees. Residents are responsible for the actions of their household, their guests and visitors. If you are observed in violation of this **No Smoking Policy** it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, the resident will be responsible for all costs to remove smoke odor or residue upon any violation of this **No Smoking Policy**.

XII. CERTIFICATION

By signing this Plan, Management certifies that the contents of this Plan will be followed as written, and that no other Tenant Selection Plan has been executed for the Development at this time.

MANAGEMENT:

Entity Name: Leasing and Management Company, Inc.

Signature: _____

Print Name: Michael Levine

Title: President

Today's Date:

OWNER:

Entity Name: Dorchester Artist, LLC

Signature: _____

Print Name: Richard Sciortino

Title: President – Brinshore PL-1 Corp.; Member of Manager – Dorchester Artist Manager, LLC

Today's Date: _____

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EXHIBIT A

RENT STRUCTURE

# of Units	Unit Type	Market Rate	Low-Income	Very Low-Income	Utility Allowance
0	Studio				
0	1 Bedroom				
13	2 Bedroom	\$910	\$722	ACC-\$451	\$154
19	3 Bedroom	\$1150	\$869	ACC-\$451	\$182
0	4 Bedroom				
0	5 Bedroom				

NOTE: The rents shown above are the initial rents for the development. After the initial rents, this exhibit will be replaced with a copy of the most recently approved Rent Schedule for the Development.

EXHIBIT B

LEASE ADDENDUM FOR ACCESSIBLE UNIT AVAILABILITY

This addendum to the Lease Agreement between _____
(Lessor)

and _____
(Lessee)

entered into a lease agreement on _____
(Date)

In order to comply with Section 8.27 of Section 504 of the Rehabilitation Act of 1973, the landlord or it's agent must first lease vacant accessible units to current occupants requiring accessibility features of the vacant unit and occupying a unit not having such features. If no such occupants exist, the unit would be leased to an eligible qualified applicant on the waiting list, who requires the accessibility features of the vacant unit. When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, the landlord must require the applicant to agree to move to a non-accessible unit when available.

The resident noted above has been offered an accessible unit and does not have a disability requiring such a unit. The resident noted above hereby agrees, upon request of the landlord to transfer to a non-handicapped accessible unit to accommodate a person or person(s) on the wait list who have required such an accessible unit. The resident noted above will be responsible for all moving expenses they incur.

Agreed to this _____ day of _____, 20_____

(Lessor)

Date Signed: _____

(Lessee)

Date Signed: _____

Accepted:

Owner or its Agent

Date Signed: _____

EXHIBIT C

VERIFICATION OF PREFERENCE STATUS

Dear _____:

_____ (Applicant) SSN# _____,

has applied for housing at _____ and has indicated that they are eligible for a housing preference given the following circumstance:

1. State Preferences

- A. Displaced from an urban renewal area.
- B. Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
- C. Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.

2. Artist Preference

- A. To be reviewed by "Artist Committee".

In order to determine the preference status, we are required to verify the preference. Therefore, we would appreciate your completing the certification below and returning this form in the enclosed envelope. This information will be used only for purpose of determining the preference for this applicant.

Sincerely,

I hereby authorize the release of the requested information.

Property Manager

Signature of Applicant

(Please complete items below, sign and date).

I verify that _____ (Applicant's) current living situation or request for Artist Preference meets the preference criteria.

Firm or Agency Name _____

Date _____

Signature

Print Name _____

EXHIBIT D

CRITERIA FOR ARTIST PREFERENCE

Dorchester Artist Housing is committed to appealing to creative individuals (those with and without families). We encourage all people in the creative arts to apply regardless of race, color, religion, national origin, ethnicity, gender, gender identity, marital status, familial status, sexual orientation, occupation, or physical or mental disability. We are especially interested in households committed to building a community and who will volunteer some of their time and energy toward this goal through a monthly community service commitment.

Artist Preference

Artists who are committed to creating community in a creative arts context will be given a preference in renting the non-public housing units at Dorchester Artist Housing. Those satisfying the criteria for the artist preference will be selected ahead of the general population for available units or, if no units are available, placed ahead of the general population on the waiting list for housing at Dorchester Artist Housing for non-public housing units.

Applicants for the public housing units will not be subject to an artist preference. Families on the CHA waiting list will be informed about the arts focus of Dorchester Artist Housing. Public housing applicants to Dorchester Artist Housing will be requested to attend an informational interview with the Artist Selection Committee to learn of the unique features of the development.

To qualify for an artist preference, an applicant must:

- Apply for housing at Dorchester Artist Housing and fulfill all tenant screening criteria as defined in the Tenant Selection Plan;
- Submit samples of artistic work to the Artist Selection Committee;
- Participate in an interview conducted by the Artist Selection Committee; and
- Submit a teaching and/or project proposal for “service” commitment for Dorchester Artist Housing.

Artist

An “artist” is defined as an individual who:

- (1) works in or is skilled in any of the fine arts, including but not limited to painting, drawing, sculpture, book art, ceramics and print-making.
- (2) creates imaginative works of aesthetic value, including but not limited to film, video, digital media works, literature, costume design, photography, architecture, and music composition.
- (3) creates functional art, including but not limited to jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts.
- (4) performs, including but not limited to singers, musicians, dancers, actors and performance artists.

Artists may include, but are not limited to teachers, designers, technicians, crafts persons and/or administrators. Artists are individuals who are dedicated to using their expertise within the community to support, to promote, present, and/or teach and propagate their art form through events, activities, performances and classes. Artists may also be writers, poets, art therapists and urban planners who are interested in community building. We reserve the right to limit artistic/creative pursuits to those which are consistent with applicable local laws, health and safety regulations and practices which do not unreasonably impose on other residents or neighbors (such as loud, heavy or toxic endeavors).

Artist Selection Committee

Once an applicant has been qualified under the Tenant Selection Plan by property management, the applicant will be invited to submit their qualifications as an artist to the Artist Selection Committee for review. Following review of the applicant’s documents, an interview will be arranged by the Artist Selection Committee, who will decide whether the applicant qualifies for the artist preference. The Artist Selection Committee will be initially comprised of staff members from Rebuild Foundation and local artists and creative placemakers selected by the Rebuild Foundation. Once the property is leased with artists, artist residents from Dorchester Artist Housing will be added to the Artist Selection Committee. All members of the Artist Selection Committee will complete Fair Housing training prior to serving on the Artist Selection Committee. The Artist Selection Committee interviews all artist tenant applicants and their families (where applicable) and reviews the artists’ portfolio. The committee looks for evidence that the applicants are seriously committed to their art and that they will be good neighbors. The committee will not judge the quality of their work, but rather the artists’ ability to share their knowledge of

the arts with others (particularly youth), and the artists' commitment to community building around shared values in a creative arts environment.

Artist Expectations

In addition to submitting a sample of creative work, all artist applicants will be expected to submit a teaching and or project proposal for "service" commitment to the to the Artist Selection Committee. All artist tenants will be strongly encouraged to commit 10 "service" hours of their time per month (through entire tenancy) in one or more of the following ways:

- Workshop facilitation
- Program creation support
- Teaching of arts based programs to area youth
- General activities including staffing field trips, supervising arts and sports games, monitoring activities in the lobby, and outdoors as related to Dorchester Artist Housing programming, etc.

In addition to volunteering service hours, all artists will be expected to participate in community building by attending community meetings. Artist will also be expected to maintain clean living and studio workspaces.

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EXHIBIT E

REJECTION LETTER FOR PREFERENCES

Re: Dorchester Artist Housing Apartments

Dear _____:

In your recent application for Dorchester Artist Housing Apartments, you indicated that you qualify for the following preference(s):

- Displaced from an urban renewal area.
- Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
- Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.
- Existing Tenant Transfer
- Artist Preference

After reviewing the documentation, which you submitted, we regret to inform you that you do not meet the criteria for receiving a preference based on the following reason(s):

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name

Address

City State Zip

Telephone (voice)

Telephone (TDD)

If you feel this decision has been made in error and wish to provide additional documentation, please contact the rental office at _____.

Sincerely,

Property Manager

EXHIBIT F

APPLICANT INQUIRY

Date: _____

Dear _____:

Thank you for your initial inquiry regarding housing at Dorchester Artist Housing. Residents will be selected only from those eligible persons who make formal application. We had numerous inquiries for our apartments.

We are now accepting pre-application from interested households. If you are still interested in living at Dorchester Artist Housing, please return this letter and fill out a pre-application at the office.

You may be eligible for a preference if one of the following conditions applies to you have been displaced: from an urban renewal area; by a disaster, such as a fire or flood, or by an activity carried on by an agency of the United States or by any State or local government body or agency or are interested in the Artist Preference. Households qualifying for a preference will receive assistance before any other applicant households that are not so qualified. If you feel you qualify for a housing preference, complete the appropriate certification form attached to this letter and return it along with your pre-application by mail.

For households not claiming housing preference, screening will be conducted according to the order in which the completed pre-applications were received.

Interviews will be conducted at _____.
Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name

Address

City

State

Zip

Telephone (voice)

Telephone (TDD)

Sincerely,

Property Manager

EXHIBIT G

**LEASING AND MANAGEMENT COMPANY, INC.
PRE-APPLICATION FOR
DORCHESTER ARTIST HOUSING APARTMENTS**

Unit Size Desired: 2 Bedroom 3 Bedroom

How did you hear about us: _____ Do you have any pets _____

Name (Head of Household) _____ Social Security No _____

Address: _____ City, State, Zip _____

Phone: _____ (Home) _____ (Work) _____ (Cell Phone)

Email Address: _____

What is your reason for moving?

Do you need a handicapped accessible unit? Yes No

If Yes, type of disability _____

Do you wish to apply for an Artist Preference? Yes No

Do you hold a Section 8 Housing Choice Voucher? Yes No

Monthly Household Income (all occupants) \$ _____

Sources of Income: Employment Pension Social Security
 Other _____

Household Composition: List all persons who occupy the unit.

Name	Age	Relationship

Date Apartment Needed: _____

Office Use Only

Date Received: _____ Time Received: _____

Received by: _____

EXHIBIT I

SAMPLE WAITING LIST

Date Rec'd	Time Rec'd	Head of Household	Unit Size	Income Level			Need for Accessible Unit		Comment/Contact	Remove/Rejected Date	Move-in Date	Preference Type
				EL	VL	L	Y	N				
12/3/01	10:30 AM	Mary Tate	2	X				X				Artist Preference
12/4/01	1:00 PM	Hiroshi Kihara	2		X		X					

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EXHIBIT K

HOME VISIT REPORT

Applicant Name _____

Current Address _____

- The person conducting the Home Visit report is employed by the Management
 The person conducting the Home Visit is a hired agent of the Management and is employed

by _____

Person Conducting Home Visit _____

Date of Applicant's Tenancy in this Unit: From _____ To _____

1. GENERAL CLEANLINESS

A. Bedrooms, Living/Dining Room Good Acceptable

Explain: _____

B. Kitchen Appliances Good Acceptable

Explain: _____

C. Bathroom Good Acceptable

Explain: _____

D. Are there any cleaning supplies in the unit? Yes No

E. Is there evidence of vermin infestation? Yes No

Explain: _____

2. OTHER COMMENTS

A. Did the applicant have any comments on the unit or its conditions?

B. Other comments by staff

3. I HAVE READ THE ABOVE HOME VISIT REPORT AND I AM AWARE OF ITS CONTENTS.

Applicant Signature _____

Inspector's Signature _____

Date _____

Date _____

EXHIBIT L

OCCUPANCY STANDARDS

The occupancy standards for Dorchester Artist Housing Apartments are that there shall be no more than two nor fewer than one person per bedroom in a unit at the time of initial occupancy.

DRAFT

EXHIBIT M

APPLICANT REJECTION

Date _____

Dear _____:

Thank you for your interest in renting an apartment at Dorchester Artist Housing. After careful consideration and review of your application, we regret we are not able to accept your application for tenancy at this time for the following reasons:

If you wish to appeal this decision, please contact the Property Manager at the Management office at _____ (voice) within 14 days of the date of this letter (excluding weekends and designated federal holidays) to schedule an appointment. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

Regardless of whether or not you decide to respond to this notice, you may still exercise other avenues of relief available to you if you believe that you have been discriminated against on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, or handicap.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name

Address

City

State

Zip

Telephone (voice)

Telephone (TDD)

Sincerely,

Property Manager

ADDENDUM 1

CITIZENSHIP REQUIREMENTS

Only United States citizens and eligible non-citizens may benefit from federal rental assistance. These requirements apply to households making application to the property, households on the waiting list and existing tenants. *(If the applicant is not proficient in the English language, Management will arrange to provide this request in a language that is understood by the applicant.)* Please note that a mixed household *(a household with one or more eligible and one or more ineligible household members)* may receive either prorated assistance, continued assistance or a temporary deferral of termination of assistance.

All applicants for assistance will be required to submit evidence of citizenship or eligible immigration status at the time of application. This includes all household members, regardless of age. Please note that financial assistance is contingent on submission and verification of citizenship or eligible immigration status.

In order to verify citizenship or eligible immigration status, **Exhibit 1** must be completed for each member of the household by the following date _____. In addition, management will also require verification of this declaration by requiring the following documentation:

- **From U.S. citizens**, presentation of a U.S. birth certificate or U.S. passport.
- **From non-citizens 62 years and older**, a signed declaration and proof of age.
- **From non-citizens under the age of 62**, a signed consent form (**Exhibit 2**) and one of the DHS-approved documents listed in **Figure 1** (attached).

Non-citizens **not** claiming eligible immigration status may elect to sign a statement that they acknowledge their ineligibility for assistance.

If an applicant cannot supply the documentation within the specified timeframe, Management may grant an extension of not more than 30 days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the documentation. Management may establish a shorter extension period. Management will inform the applicant in writing if an extension period is granted or denied. If the request is granted, Management will state (in writing) the new deadline. If the request is denied, Management will state the reasons for the denial in writing.

Management cannot delay the household's assistance if the household submitted its immigration information in a timely manner but the Department of Homeland Security ("DHS") verification or appeals process has not been completed. If at least one member of the household has submitted the required documentation in a timely manner, the owner must offer the household a unit and provide prorated assistance to those household members whose documentation were received on time. Management must continue to provide prorated assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified. The prorated assistance is calculated by multiplying a household's full assistance by a fraction. This is based upon the number of household members who are eligible compared with the total number of household members.

Once Management has determined the final citizenship/immigration status of a household assisted prior to completion of the verification or appeal process, Management will:

- Offer full assistance to a household that has established the eligibility of all of its members; or
- Offer continued prorated assistance to a mixed household, or temporary deferral of termination of assistance if the household does not accept the offer of prorated assistance; or
- Offer temporary deferral of termination of assistance to an eligible household. At the end of the deferral period the household must either pay market rent or vacate the unit.

Management will notify all households in writing as soon as possible if the secondary verification process returns a negative result and applicants may appeal Management's decision directly to the DHS. The household must send a copy of the appeal directly to Management. The DHS should respond to the appeal within 30 days.

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Figure 1

Acceptable Department of Homeland Security Documentation

- Form I-551, *Alien Registration Receipt Card* (for permanent resident aliens)
- Form I-94, *Arrival-Departure Record* annotated with one of the following:
 - “Admitted as a Refugee Pursuant to Section 207”;
 - “Section 208” or “Asylum”;
 - “Section 243(h)” or “Deportation stayed by Attorney General”;
 - “Paroled Pursuant to Section 212(d)(5) of the INA.”
- Form I-94, *Arrival-Departure Record* (with no annotation) accompanied by one of the following:
 - A final court decision granting asylum (but only if no appeal is taken);
 - A letter from DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from a DHS district director granting asylum (application filed before October 1, 1990);
 - A court decision granting withholding or deportation; or
 - A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
- Form I-688, *Temporary Resident Card* annotated “Section 245A” or “Section 210”.
- Form I-668B, *Employment Authorization Card* annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12.”
- A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant’s entitlement to the document has been verified.
- Form I-151, *Alien Registration Receipt Card*.
- Other acceptable evidence. If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*.

EXHIBIT 1

DECLARATION FORM

INSTRUCTIONS: Complete this Declaration for each member of the household.

LAST NAME _____ FIRST NAME _____

RELATIONSHIP TO HEAD OF HOUSEHOLD _____

SEX _____ DATE OF BIRTH _____

SOCIAL SECURITY # _____

ALIEN REGISTRATION # _____

ADMISSION NUMBER _____ If applicable
(this is an 11-digit number found on the DHS I-94, Departure Record)

NATIONALITY _____ (Enter the foreign nation or
country to which you owe legal allegiance. This is normally but not always the country of birth.)

SAVE VERIFICATION # _____
(To be entered by owner if and when received.)

INSTRUCTIONS: Complete the Declaration Form below by printing or by typing the person's First name, middle initial, and last name in the space provided. Then review the blocks below and complete either block 1, 2, or 3:

DECLARATION

I, _____ hereby declare, under Penalty of perjury,
that I am _____
(print or type first name, middle initial, last name):

1. A citizen or national of the United States.

Sign and date below and return to the name and address given to you by Management. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below.

Signature _____ Date _____.

Check here if adult signed for a child:

2. A non-citizen with eligible immigration status as evidenced by one of the documents listed below:

Note: If you checked this block and you are 62 years of age or older, you need only submit a proof of age document together with this format, and sign below:

If you checked this block and you are less than 62 year of age, you should submit the following documents:

A. Verification Consent Form (Exhibit 2)

AND

B. One of the following documents:

- 1) Form I-551, *Alien Registration Receipt Card (for permanent resident aliens)*.
- 2) Form I-94, *Arrival-Departure Record*, with one of the following annotations:
 - a) "Admitted as Refugee Pursuant to Section 207";
 - b) "Section 208" or "Asylum";
 - c) "Section 243(h)" or "Deportation stayed by Attorney General"; or
 - d) "Paroled Pursuant to Sec. 212(d)(5) of INA".
- 3) If Form I-94, *Arrival-Departure Record*, is not annotated, it must be accompanied by one of the following documents:
 - a) A final court decision granting asylum (but only if no appeal is taken);
 - b) A letter from a DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from a DHS district director granting asylum (if application was filed before October 1, 1990);
 - c) A court decision granting withholding or deportation; or
 - d) A letter from a DHS asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
- 4) Form I-688, *Temporary Resident Card*, which must be annotated "Section 245A" or "Section 210."
- 5) Form I-688B, *Employment Authorization Card*, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12."
- 6) A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
- 7) Form I-151 Alien Registration Receipt Card.

If this block is checked, sign and date below and submit the documentation required above with this declaration and verification consent form to the name and address given to you by Management. If this block is checked on behalf of a child, the adult who will reside in the assisted unit and who is responsible for the child should sign and date below.

If for any reason, the documents shown in subparagraph 2.b above are not currently available, complete the Request for Extension block below.

Signature _____ Date _____.

Check here if adult signed for a child:

REQUEST FOR EXTENSION

I hereby certify that I am a non-citizen with eligible immigration status, as noted in block 2 above, but the evidence needed to support my claim is temporarily unavailable. Therefore, I am requesting additional time to obtain the necessary evidence. I further certify that diligent and prompt efforts will be undertaken to obtain this evidence.

Signature _____ Date _____

Check if adult signed for a child:

- 3.** I am not contending eligible immigration status and I understand that I am not eligible for financial assistance.

If you checked this block, no further information is required, and the person named above is not eligible for assistance. Sign and date below and forward this format to the name and address specified by Management. If this block is checked on behalf of a child, the adult who is responsible for the child should sign and date below.

Signature _____ Date _____.

Check here if adult signed for a child:

EXHIBIT 2

Verification Consent Form

INSTRUCTIONS:

Complete this form for each non-citizen household member who declared eligible immigration status on the Declaration Form. If this form is being completed on behalf of a child, the adult responsible for the child must sign it.

CONSENT

I, _____ hereby consent to the following:
(print or type first name, middle initial, last name)

1. The use of the attached evidence to verify my eligible immigration status to enable me to receive financial assistance for housing; and
2. The release of such evidence of eligible immigration status by Management without responsibility for the further use or transmission of the evidence by the entity following entities:
 - a. HUD, as required by HUD; and
 - b. The DHS for purposes of verification of the immigration status of the individual.

NOTIFICATION TO HOUSEHOLD:

Evidence of eligible immigration status shall be released only to the DHS for purposes of establishing eligibility for financial assistance and not for any other purpose. HUD is not responsible for the further use or transmission of the evidence or other information by the DHS.

Signature

Date

Check here if adult signed for a child:

ADDENDUM 2

SOCIAL SECURITY NUMBER REQUIREMENTS

Most individuals should be able to verify all Social Security Numbers with a Social Security Card. However, if the applicant or resident cannot produce the Social Security Card for any or all non-exempt household members, the documents list below, showing the household member's SSN may be used for verification, including any of those listed below:

- Original Social Security card
- Driver's license with SSN
- Identification card issued by a federal, state or local agency, a medical insurance provider, or an employer or trade union
- Earnings statements on payroll stubs
- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

Documents that are presented must be rejected if it is not an original document; if it is an original document, but has been altered, mutilated or is not legible; or appears to be a forged document (e.g., does not appear to be authentic).

It will be explained to the applicant why the document is not acceptable and request that the individual obtain acceptable documentation of the SSN and submit it.

The applicant has ninety days from the date they are offered an available unit to disclose the SSN's of all household members. After ninety days, if applicants are unable to disclose SSN's of all household members, the applicant will be determined ineligible and removed from the waiting list.

Chicago's Residential Landlord and Tenant Ordinance Summary

At initial offering this Summary of the ordinance must be attached to every written rental agreement and also upon the initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code Ch. 5-12-170]

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE.

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [MUN. CODE CH. 5-12-010 & 5-12-020]

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Sect. 8, Housing Choice Vouchers, etc.) **EXCEPT**
- Units in owner occupied buildings within six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? [MUN. CODE CH. 5-12-040]

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing working batteries in smoke and carbon monoxide detectors within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturbing other residents.

LANDLORD'S RIGHT OF ACCESS [MUN. CODE CH. 5-12-050]

- A tenant shall permit reasonable access to a landlord upon receiving two days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of an emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice two days after entry.

SECURITY DEPOSITS AND PREPAID RENT [MUN. CODE CH. 5-12-080 and 5-12-081]

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits and prepaid rent (eff. 1-1-92) held more than six months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?

- To give tenant written notice of the owners or manager's name, address and telephone number. [Mun. Code Ch. 5-12-090]
- To give new or renewing tenants notice of:
 - Code citations issued by the City in the previous 12 months;
 - Pending Housing Court or administrative hearing actions;
 - Water, electrical or gas service shut-offs to the building during entire occupancy. [Mun. Code Ch. 5-12-100]
- To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code Ch. 5-12-070]
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92) [Mun. Code Ch. 5-12-130 (j)]
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) [Mun. Code Ch. 5-12-130 (j)]
- To not enforce prohibited lease provisions. [Mun. Code Ch. 5-12-140]

TENANT REMEDIES [MUN. CODE CH. 5-12-110]

MINOR DEFECTS

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
 - Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
 - Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/2 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with the Code. Receipt for the repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
 - File suit against the landlord for damages and injunctive relief.

MAJOR DEFECTS

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) [MUN. CODE CH. 5-12-110 (f)]

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests

are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:

- Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
- File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
- Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR
- Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)
- Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

NOTE: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

FIRE OR CASUALTY DAMAGE [MUN. CODE CH. 5-12-110 (G)]

- If a fire damages the unit to an extent that it is in material non-compliance with the Code and the tenant, tenant's family or guests are not responsible for fire or accident, the tenant may:
 - Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
 - The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
 - If the tenant stays, and the landlord fails to diligently carry out the work to restore, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not being diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

SUBLEASES [MUN. CODE CH. 5-12-120]

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

WHAT HAPPENS IF A TENANT PAYS RENT LATE? [MUN. CODE CH. 5-12-140(h)]

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5% per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$200 or \$20.00 total) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [MUN. CODE CH. 5-12-140(h)]

- If the landlord accepts the rent due knowing there is a default in payment, the tenant may stay.

LANDLORD REMEDIES [MUN. CODE CH. 5-12-130]

- If the tenant fails to pay rent, the landlord, after giving five days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

LOCKOUTS [MUN. CODE CH. 5-12-160]

This section applies to every residential rental unit in Chicago. There are no exceptions.

- It is illegal for a landlord to lock out a tenant, or change locks, or remove doors of a rental unit, or to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1-1-92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two month's rent, whichever is greater.

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [MUN. CODE CH. 5-12-150]

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

ATTORNEY'S FEES [MUN. CODE CH. 5-12-180]

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees. (eff. 1-1-92)

WHERE CAN I GET A COPY OF THE ORDINANCE?

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

Residential Landlord and Tenant Ordinance Security Deposits

ATTACH THIS SEPARATE SUMMARY TO THE LEASE



An amendment to the Chicago Residential Landlord and Tenant Ordinance requires this separate summary — which describes the rights, obligations, and remedies, and the new rate of security deposit interest, and the rate for each of the prior two years — to be attached to each written rental agreement, or be given to tenants who have an oral agreement.

(Effective June 30, 1997)

Security Deposit Summary (Mun. Code Ch. 5-12-080, 5-12-081 and 5-12-170)

- A landlord must give a tenant a receipt for a security deposit that includes the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest each year on security deposits (eff. 11-6-86) and prepaid rent (eff. 1-1-92) held for more than six months.
- The rate of interest that a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before a landlord can deduct expenses for damages from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within thirty days of the date the tenant vacates the dwelling unit.
- Within 45 days of the date the tenant vacates the dwelling unit a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)

Under Chapter 5-12-081 of the Municipal Code of Chicago, the City Comptroller shall calculate and announce the rate of interest to be paid on security deposits. As of January 1, 2001, based on information from the City Comptroller's Office, the interest rate to be paid on security deposits is 3.10%. This rate is based on the average of passbook savings accounts, insured money market accounts, and six-month certificates of deposit from the commercial bank having its main branch in the city and having the largest total asset value. On the first business day of each year, the City Comptroller shall set the security deposit interest rate for the year. All rental agreements governed by the Chicago Residential Landlord and Tenant Ordinance (see Ordinance Summary) and entered into between the setting of the interest rates shall require a landlord to pay interest at the rate in effect when the rental agreement is entered.

Security Deposit Interest Rate

Current rate: January 1, 2001 through December 31, 2001: 3.10 percent

Rates for the prior two years

January 1, 2000 through December 31, 2000 2.71 percent

January 1, 1999 through December 31, 1999 2.63 percent

For a complete copy of the Residential Landlord and Tenant Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 N. LaSalle Street, Chicago, Illinois, 60602, or the Municipal Reference Library, Harold Washington Library, 5th Floor, Government Documents, 400 S. State Street, Chicago, Illinois 60604. For a copy of the Summary of the Chicago Residential Landlord and Tenant Ordinance, visit the City of Chicago Department of Housing, 318 S. Michigan, Chicago, Illinois, 60604, or call 312-742-RENT (7368), or e-mail the Department of Housing at housing@ci.chi.il.us.

SEE REVERSE SIDE FOR FULL RLTO SUMMARY