

**LEASE AGREEMENT**  
(LIHTC and ACC Units)

**1. PARTIES AND DWELLING UNIT:**

The parties to this Lease Agreement are \_\_\_\_\_, 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 \_\_\_\_\_ (the "Unit").

All notices and other communications required under this Lease Agreement shall be made to the Landlord, c/o the Management Office at \_\_\_\_\_ 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 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 child(ren) and/or live-in aide to reside in the unit.

Names	Relationship	Sex	Date of Birth	S.S. 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. After the initial term ends, the Lease Agreement will be automatically renewed on a month-to-month basis for Low Income Housing Tax Credit Residents unless terminated as permitted by Paragraph 18 of this Lease Agreement. 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 6<sup>th</sup> 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 fee on the 6<sup>th</sup> day of the month according to the following scale:

If tenant rent is between	Late charge due
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\$1-\$100	\$5
\$101 and \$600	\$10
\$601 and \$700	\$15
\$701 and \$800	\$20
\$801 and \$900	\$25
\$901 and \$1000	\$30
\$1000 and \$1100	\$35
\$1101 and \$1200	\$40

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 \$30 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.

(1)	<u>Utility or Service</u>	<u>Type</u>	(2)
<u>Put “X” by any Utility Tenant Pays Directly</u>			<u>Put an “X” by any Utility included in Tenant Rent</u>
X	Heat	gas	

(1)			(2)
<u>  X</u>	Air Conditioning	electric	
<u>  X</u>	Lights & Electric	electric	
<u>  X</u>	Cooking	gas	
	Water		X
	Sewer		<u>  X</u>
<u>  X</u>	Cable TV		
<u>  X</u>	Alarm Monitoring		

8. **SECURITY DEPOSITS:**

The Tenant has deposited \$ \_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit in accordance with State law 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 30 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 8c within 30 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 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. The Landlord may pay the refund to either the Leaseholder or the Co-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; or
- g. place any aerials, antennas, or other electrical connections on the Unit.

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 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 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 or pets.
- 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 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). 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 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).

However criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

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 are 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 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 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 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, 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 or household member 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 any guest or other 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, or failure to meet after 12 months of being engaged in activities to meet, the property specific requirements listed in sections 3.2 A 1, 6, and 7 of the Admissions and Continued Occupancy Policy with the following exceptions:

If the Tenant has been conditionally admitted because the Management Agent has determined that the Tenant is engaged in activities to meet the Property Specific Requirements pursuant to the ACOP, the Tenant and the Management Agent have memorialized in writing the conditions the Tenant is currently satisfying and must continue to satisfy to show that he or she is engaged in activities to meet the Property Specific Requirements (the "Compliance Plan"). The Compliance Plan shall be attached hereto and made a part of the Lease. The tenant is obligated to use best efforts to comply with the Compliance Plan throughout the first 12 months of conditional tenancy; however, an otherwise lease-compliant tenant will not be terminated during the first year of occupancy for failure to comply with the conditions of the Compliance Plan.

If the tenant or co-head is engaged in activities to meet the Property Specific Requirements in Section 3.2 A 1 of the ACOP but at the start of his/her first year's recertification/lease renewal is not yet employed a minimum of 30 hours a week, such tenant may continue to reside at the development if all members of the household 18 years of age or older, other than the Tenant head or co-head, continue to meet the 30 hours of weekly activity described in Section 3.2 A 1 and the Tenant head or co-head of household can prove to the satisfaction of management that:

- The head or co-head of household is enrolled full-time and is regularly attending a secondary or post-secondary educational program and shows progress in completion of the program. (Passing grades, completion of additional credits in the program, etc. constitute progress.) Additionally, the educational program must be one that, in the determination of management, will lead to fulfillment of the 30 hour employment criterion at its completion, or
- The head or co-head of household is employed for some period of time less than 30 hours a week but is also engaged in one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post-

secondary educational program, participation in a verified active job search or job counseling, enrollment and regular attendance in a basic skills training program, or engagement in verifiable community or volunteer work that, together with the employment, equal not less than 30 hours a week, or

- The head or co-head of household is neither enrolled full-time in a secondary or post-secondary educational program nor is employed but is engaged for a minimum of 30 hours a week in a Service Plan for Self-Sufficiency, which consists of one or a combination of the following activities: enrollment and regular attendance in an economic self-sufficiency program, part-time enrollment and regular attendance in a secondary or post secondary educational program, participation in a verified active job search or job counseling, enrollment and regular attendance in a basic skills training program, or engagement in verifiable community or volunteer work. It is the purpose of the head or co-head of household's participation in this plan to develop employment skills and history that will enable the head or co-head of household to move toward economic self-sufficiency. The head or co-head of household will develop the Service Plan for Self-Sufficiency in cooperation with the local Service Provider and failure to follow the requirements of the Service Plan for Self-Sufficiency will constitute grounds for transfer from the development.

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

- 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 or state 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.

26 **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.

- a. Attachment No. 1 - Form HUD-50058, Certification or Recertification of Resident Eligibility, or Tenant Income Certification (TIC) form.
- b. Attachment No. 2 - Initial Unit Inspection Report
- c. Attachment No. 3 - House Rules
- d. Attachment No. 4 – Chicago Landlord Tenant Ordinance Summary

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 before the end of the term;
- b. Tenant or another household member has failed to comply with community service or economic self-sufficiency program 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 or the Landlord’s employees, 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 or the Tenant's household or guests.

#### 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 ACOP section 4.4 (A).

#### 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.
- (3) Unless it is required to do so by local law, Landlord may not evict or terminate the tenancy of a tenant solely because the tenant is over the income limit for public housing, if the tenant has a valid contract for participation in an FSS program under 24 part 984. Landlord may not evict a tenant for being over the income limit for public housing if the family currently receives the earned income disallowance provided by 42 U.S.C. 1437a(d) and 24 CFR 960.255.

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 eviction, 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.
- 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 both Section 12 below and in Section 3.2 of the Admissions and Continuing Occupancy Policy (ACOP) 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 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 either met the Property Specific Requirements or is engaged in activities to meet the Property Specific Requirements, as permitted under Section 3.2 of the Admissions and Continued Occupancy Policy (ACOP).

If the Tenant is engaged in activities to meet the Property Specific Requirements other than those in Section 3.2 A 1 of the ACOP, 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 3.2 A 1 of the ACOP) he or she is engaged in activities to meet within one year of Tenant's move-in date at annual recertification, the Management Agent shall notify the Tenant and CHA, and CHA shall transfer the Tenant to a unit outside the Development.

**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

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Date