

**VILLAGES OF WESTHAVEN
LEASE AGREEMENT
(LIHTC and RAD 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. This provision is not intended to exclude the care of foster children or live-in care of the Tenant or Tenant'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	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 continuing to be liable for all actions of such person(s) and any violation of the Lease Agreement by such person(s) will be grounds for termination of tenancy and eviction from the Unit.

Any provisions of this Lease Agreement which are particular to public housing units ("RAD Units") are set forth in Addendum 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 (LIHTC) Tenants unless earlier terminated as permitted by Paragraph 18 of this Lease Agreement. RAD unit leases shall be renewed for successive terms of one year in accordance with provisions particular to RAD Units as set forth in Addendum 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. Payments made as rent 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, 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 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 Addendum A, Provisions Relating to RAD Units.

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

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

- a. At any time, 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 any case, the Agent will give the Tenant at least 30 days advance written notice of any change in the rent.

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

1. 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 6th day of the month of \$10.00 for the first \$500 in rent past due for the month and an additional five percent (5%) of any rent past due for the month in excess of \$500, but in no event more than is permitted by State law. The Landlord may collect a fee of \$30 any time a check is not honored for payment (bounces). For those families whose primary source of income consists

of public benefits, such as IDHS payments or social security payments, and who receive their monthly check after the fifth of the month, Landlord shall not assess a late fee until eight days after the date of their monthly check. In addition, Landlord shall accept payment of rent on behalf of the resident by homeless prevention and other programs when necessary to prevent eviction. 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 Addendum A, if applicable, for provisions relating to RAD 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 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	
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 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. 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) unpaid rent;
 - (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;
- c. The Landlord agrees to refund the amount computed in paragraph 8(b) within 30 days after the Tenant has permanently moved out of the Unit, returned possession of the Unit to the Landlord, and given his/her new address 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.
- 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 any Tenant identified in paragraph 1 of this Lease Agreement.
- 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 a Guest (as defined in Section 14(m) herein), the cost of the repairs shall be charged to the Tenant.

- 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 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. If any visit by a Guest will extend beyond one week, the Tenant must request, in writing, approval from the Landlord, stating the reasons for the extended visit. The Landlord shall then review such request and determine whether such request shall be approved. The Landlord's 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, 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 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 comply with the covenants, by-laws and rules and regulations of any community association in which the Tenant resides under this Lease Agreement.
- g. 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).

- h. To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors to assure they are in working order.
- i. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- j. To use only as intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other devices and appurtenances including elevators.
- k. To refrain from destroying, defacing, damaging or removing any part of the premises or project.
- l. To conduct himself/herself and cause other persons who are on the premises with his/her consent (whether or not such persons' presence on the premises is then known by the Tenant or the Tenant is aware of the conduct of such persons) to conduct themselves in a manner which is legal, orderly and 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 shall not engage in criminal activity, including, but not limited to, 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. To provide that any Guest shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near the premises 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. ("Guest" shall mean (i) a relative or friend of the tenant or any household member who is in the unit with the consent of the tenant or household member, or attending a social event held by the tenant or household member in the unit; (ii) any person accompanying the relative or friend described in clause (i); or (iii) anyone staying overnight in the unit with the permission or knowledge of the tenant or any household member.) To provide that any other person under the Tenant's control shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on the premises 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.
- 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.
- o. To pay Landlord's established 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.

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 and when required by this Lease Agreement or as requested by Landlord, or to appear for a scheduled rent and income review, after receiving notice pursuant to Paragraph 19 of the Lease Agreement, 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.

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. If a Tenant makes a request for service, the Landlord shall request permission to enter the unit; if the Tenant is absent, Landlord shall note the response on the work order. No representative of the Landlord shall enter the Tenant'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 during reasonable hours. If the Tenant moves 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. If the Tenant seeks to terminate this Lease Agreement prior to the end of the term or vacates the unit prior to the end of the term without notice to the Landlord, the Tenant shall pay the Landlord an early termination fee equal to one month's rent ("Early Termination Fee").
- 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, destruction or other disposition of the leased premises or any part thereof.
 - (7) Failure to report a change of income, employment, or identity of household members, or failure to provide any other information required by this Lease Agreement.
 - (8) 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 14.n.
 - (10) Such change in household size or composition as to render inappropriate the Tenant's continued occupancy of the Unit, subject to any applicable legal requirements as to the public housing units.
 - (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 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 near the premises. Any criminal activity engaged in by any person under the Tenant's 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.
- d. The Landlord shall give written notice of termination of this Lease Agreement as may be provided by any State or local law.
 - 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, 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. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service, postage prepaid.

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. Any property left on the premises will be deemed abandoned, considered to be trash 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 is absent from the Unit, without notice, for thirty (30) days and rent is owed, 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 Tenant 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, House Rules, 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 30 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 and does not sign any amendment, Tenant agrees to be bound by any such amendment following the effective date of the notice, 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 **NO SMOKING POLICY**

The Landlord's no smoking policy is set forth in Addendum B attached hereto and incorporated herein.

27 **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 and Recertification of Resident Eligibility
- b. Attachment No. 2 - Initial Unit Inspection Report
- c. Attachment No. 3 - House Rules (If any)
- d. Attachment No. 4 - Chicago Landlord Tenant Ordinance Summary
- e. Attachment No. 5 - Grievance Procedures

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

DRAFT

**Addendum A to VILLAGES OF WESTHAVEN Lease Agreement
Provisions Relating to RAD Assisted Units**

The Addendum attached to and made a part of the Lease Agreement by and between ("Landlord) and ("Tenant") dated _____ ("Lease Agreement"). This Addendum shall be applicable to all RAD Units. If there is any conflict between this Addendum and the Lease Agreement, with respect to RAD Units, only, then the terms of this Addendum shall govern. In addition, any capitalized term in this Addendum not otherwise defined herein, but defined in the Lease Agreement, shall have the meanings given to such term in the Lease Agreement

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 a member of Tenant's household has failed to comply with the requirements of the Lease;
- 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; or
- d. Tenant has requested a Housing Choice Voucher after at least one (1) year of occupancy in the RAD Unit.

2 CHARGES. Any charges in addition to rent referred to in the Lease Agreement, are not rent and are not due and collectible until 14 days after the Landlord gives the Tenant written notice of the charges. The additional charges will be added to and become part of the resident's monthly rental account if not paid based on the notice received.

3 ADVERSE ACTIONS; GRIEVANCE PROCEDURE:

- a. Landlord will notify the tenant in writing 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 activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or the Landlord's employees, or any drug-related criminal activities on or off the premises, if engaged in by Tenant or a household member, or on or near the premises, if engaged in by any Guest; or on the premises, if engaged in by any person under the Tenant's control, and any activity resulting in a felony conviction, shall be processed and resolved pursuant to the Horner Grievance Procedure which is in effect at the time such grievance or appeal arises, and which procedure is posted in the Management Office, has been given to the Tenant, and is incorporated herein by reference.
- c. Before beginning the Horner Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to an escrow account. The Tenant must continue to pay the amount of monthly rent due to the escrow account until the Tenant's complaint is resolved. 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 Horner Grievance Procedure.

4 **REPAIRS**

a. 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.

b. In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Landlord to be held in escrow pending a decision in accordance with the Grievance Procedure.

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 within Villages of Westhaven 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.

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 Housing Requirements and which are available at the Management Office.

a. Regularly Scheduled Re-examinations: Each year, approximately 120 days before the anniversary date of this Lease Agreement, the Landlord will deliver a written request to 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 written 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 Re-examinations:

(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 re-examination obtains employment.

(c) The household's income increases.

(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.

- c. Failure by a Tenant to truthfully supply the re-examination 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 a scheduled rent and income review, after receiving reasonable notice of such review, pursuant to Paragraph 19 of the Lease Agreement, will be considered a material violation of the Lease Agreement, may, after giving any notices required by this lease or applicable law, lead to eviction, and will result in any rent increase being effective retroactively.
- d. The Tenant may grieve any change in rent or assistance payment resulting from the re-examination.
- e. In the event of any change in rent pursuant to the re-examination, the Landlord will mail or deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Section 19 hereof. In case of a rent decrease, the adjustment will become effective the first month following the reported change in circumstance. In the case of a rent increase, the adjustment will become effective the first month after the change in circumstance, provided the Landlord has provided Tenant with at least 30 days notice of the rent increase.

7 **RENT.** The RAD Program only allows Residents to pay Income-Based Rent. During the re-examination process, residents transitioning from flat rent to income-based rent that experience a monthly increase in rent of more than 10 percent or \$25 (whichever is greater) solely due to the RAD transition will have rent increases phased in over a five year period. Rent adjustments under the five-year phase-in schedule will apply to the Total Tenant Payment (TTP) at a rate of 20 percent per year, and will occur at such scheduled or interim re-examinations.

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 (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.

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.
- c. The termination notice must also reaffirm the Tenant's right to request a "reasonable accommodation" at any time while the Tenant remains in occupancy of the unit.
 - d. 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.
 - e. 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.
 - f. 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. (The Landlord may charge a reasonable fee for copying.) 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 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 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 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: (i) on or off such premises, engaged in by a Tenant or any member of the Tenant's household, (ii) on or near such premises, engaged in by a Guest; (iii) on such premises, engaged in by any person under the Tenant's control, or any felony conviction. (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);
- (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 manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation 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; or
- (8) if a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal statute as being grounds for eviction.

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. Notwithstanding, if in the exercise of extraordinary discretion the Landlord shall 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.

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

a. The Landlord's operation of all RAD 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 RAD 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, or perform community service and participate in an economic self-sufficiency program ("combined activities") for 8 hours per month.

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.

SIGNED:

TENANT:

LANDLORD:

Signature

By:

Date

Date

Signature

Date

DRAFT

ADDENDUM B
NO SMOKING POLICY
PART I

A. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such buildings or other parts of the rental community, except in designated outdoor areas where smoking is permitted and which are indicated by signage, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

B. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke-free does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the development smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

C. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental development as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to the Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises.

D. Landlord specifically disclaims any implied or expressed warranties that the building, common areas, or Tenant's premises will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guest. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease provision than any other obligation hereunder.

E. Tenant who violates the no smoking policy will be notified and fined per the procedures and Schedule of Fines described in Part II attached hereto.

**SCHEDULE OF FINES FOR NO-SMOKING POLICY VIOLATIONS
PART II**

Villages of Westhaven – Phase IIE is a smoke-free community. Smoking is prohibited in all buildings and units, and in all common areas in buildings including, but not limited to hallways, lobbies, elevators, community rooms, and management and maintenance offices. Smoking is only permitted in designated outdoor areas. The smoke-free policy applies to staff, residents and their guests.

Residents who violate the smoke-free policy by smoking or allowing their guests to smoke on the premises, except in designated outdoor areas, will be fined per the following schedule:

	Fee
1 st Violation	\$15.00
2 nd Violation	\$30.00
3 rd Violation	\$45.00

Upon the 3rd violation, the resident will also receive notification that any further lease violations pertaining to smoking may result in eviction, except that public housing residents may be transferred to an off-site public housing unit where smoking is permitted, such transfers to be governed by the public housing transfer policies of the Chicago Housing Authority.

Management will provide written notice of all violations and fines. Notification will be mailed to the resident a minimum of 30 days prior to when the fine is due. All fines must be paid in full once they appear on the monthly rent statement, and as further provided in the Lease, including but not limited to Section 6 thereof. As further provided in the Lease, fines may be challenged through the Grievance Procedures, which are attached to the lease.

I agree that I have read and understand the Villages of Westhaven – Phase IIE No-Smoking Policy, and agree to abide by all provisions of such No-Smoking Policy.

Resident _____ **Date** _____

Resident _____ **Date** _____

Property Manager _____ **Date** _____

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