

Part I of the RESIDENTIAL LEASE AGREEMENT: LEASE CONTRACT

East St. Louis Housing Authority

THIS AGREEMENT is executed between the East St. Louis Housing Authority (herein called "Authority"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____

(1) **Unit:** That the Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II and III of this Lease Agreement) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is _____.

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

Name	Relationship Head	Age & Birthdate	Social Security #
1. _____		____/____/____	____-____-____
2. _____		____/____/____	____-____-____
3. _____		____/____/____	____-____-____
4. _____		____/____/____	____-____-____
5. _____		____/____/____	____-____-____
6. _____		____/____/____	____-____-____
7. _____		____/____/____	____-____-____
8. _____		____/____/____	____-____-____

(3) **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) **Rent:** Initial rent (prorated for partial month, if applicable) shall be \$ _____. The monthly rent shall be \$ _____ for the period beginning ____/____/____ and ending at midnight on ____/____/____.

Rent Choice:
 Flat Rent Income Based Rent

(5) **Security Deposit:** Tenant agrees to pay \$ _____ as a security deposit.

(6) **Community Service Requirement:**

Name	Relationship Head	Exempt	Non-Exempt	Meeting Requirement?
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				

(7) **Utilities and Appliances: Authority-Supplied Utilities**

If indicated by an (X) below, the Authority provides the indicated utility as part of the rent for the premises:
 Electricity Natural Gas Heating Fuel Other _____

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:
 Cooking Range Refrigerator

(8) Utilities Allowances: Tenant-Paid Utilities

If indicated by and (X) below, the Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

- () Electricity () Gas () Heat

(9) Charges for Utilities Surcharges (Not applicable to Residents who pay utilities directly to utility supplier). Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$ _____ per month will be payable for each air conditioner in the premises during the months of June, July, August and September. Two (2) Air Conditioners is the maximum allowed per unit. Residents who are Elderly and Disabled may request a waiver.

Other Appliances: If marked below, additional charges will be applied for each month of occupancy for each excess appliance on the premises.

- () Freezer \$ _____ () Automatic Washer \$ _____ () Electric Dry \$ _____
() Dishwasher \$ _____ () Other: _____

(1) Yard Maintenance: If indicated by an (X) below, resident shall be responsible for yard maintenance as follows:

- () Cutting or mowing of grass with frequency and to height required by local customer or city ordinance.
- () Maintaining and trimming of all outdoor vegetation.
- () Removal of leaves during fall.
- () Removal of snow and ice from walkways during winter.

Upon acceptance of the unit, resident will be granted a one-time allowance in the amount of \$ _____ for the purpose of defraying the cost of obtaining equipment that, in resident's sole discretion, deems necessary to perform the above maintenance tasks. Resident acknowledges the Authority has not made any requirements of or representations to resident with regard to the nature or extent of equipment necessary to accomplish such maintenance tasks. Resident acknowledges that it is resident's sole responsibility to choose, properly use, and maintain any equipment purchased by resident for the purposes of yard maintenance.

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts II and III of this lease and all additional documents made a part of the lease by reference.

(11) By the signature(s) below I/we also acknowledge that the Provisions of Part II and III of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____ DATE: _____
CO-TENANT: _____ DATE: _____
CO-TENANT: _____ DATE: _____
MANAGER: _____ DATE: _____
WITNESS: _____ DATE: _____

TENANT'S CERTIFICATION

I, _____, hereby certify that I, and other members of my Household, have not committed any fraud in connection with my federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

Tenant's Signature

Date

ATTACHMENTS

If indicated by an (X) below, the ESLHA has provided the resident with the following attachments and information.

- | | |
|---|---|
| <input type="checkbox"/> Part 1 of this Lease | <input type="checkbox"/> Part II of this Lease |
| <input type="checkbox"/> Standard Maintenance Charges | <input type="checkbox"/> Grievance Procedure |
| <input type="checkbox"/> Non Smoking Addendum | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> Lead Disclosure | <input type="checkbox"/> Rules and Regulations |
| <input type="checkbox"/> Other: _____ | |

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

Tenant's Signature

Date

PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

East St. Louis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the East St. Louis Housing Authority (called "Authority") and Tenant named in Part I of this lease (called "Tenant"). The term "Authority" refers to the East St. Louis Housing Authority and/or its Managing Agent.

I. Description of the Parties and Premises.

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part I of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including: Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI.
- (d) Deletions (for any reason) from the list of household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the departure of any person who is considered to be permanently absent from the unit.

II Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section IX, this Lease shall automatically be renewed for successive terms of one calendar year. The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy.
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the eighth calendar day of the month.** Rent may include utilities as described in Section III below, and includes all maintenance services due to normal wear and tear. When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. If rent is not received on a timely basis, a lawsuit will be filed and the tenant will be charged for court costs and other legal and/or collection fees incurred to collect the rent and other charges as allowable under the law.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part I of this Lease Agreement. Other charges can include:

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges: At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charges for tenant-supplied air conditioners-A fixed charge of \$30.00. The Tenant is responsible for the maintenance of tenant-supplied air conditioners.
- (d) Late Charges — A charge of \$25.00 per month late for rent or other charges paid after the eighth calendar day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge.

IV. Payment Location

Rent and other charges can be paid by mailing a check or money order to the Development's Management Office or by paying by check or money order at the Development's Management Office. The Authority **will not accept cash**.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay a Security Deposit in an amount of \$100.00-\$250.00. The dollar amount of the security deposit is noted on Part I of this Residential Lease.
- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the Authority has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. The deposit shall be returned to the Tenant if she/he has complied with all obligations, including but, not limited to the following:

- 1. The resident gave a 14-Day Intent to Vacate the premises, and
- 2. The unit is left clean and in good condition, except for normal wear and tear, and;
- 3. All rent and other financial obligations under the lease have been paid, and
- 4. If keys have not been turned in to the Development manager, the cost associated with changing locks will be deducted from any security deposit due the Tenant.

The Authority agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. **The former resident has 10 business days to dispute**

any charges.

VI. Utilities and Appliances

- (a) Authority: Supplied Utilities: If indicated by an (X) on Part I of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Development Office.
- (b) Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60-day written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. This provision permits accommodation of Tenant's guests or visitors for a period not exceeding ten (10) within a six-month period. Permission may be granted, upon written request to the Manager, for an extension of this provision.
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.
- (c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement is due on the 1st of each month.
 - (1) The status of each family is to be re-examined at least once a year.
 - (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all

family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease, and the authority may terminate the lease. All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) A person with income joins the household.
 - (b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.
If a reduction is granted, Tenant must report subsequent increases in income within 7 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 7 days may result in a retroactive rent charge.)
 - (c) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following, the month in which the misrepresentation occurred.
 - (d) Rent formulas or procedures are changed by Federal law or regulation.
- (4) All changes in family composition must be reported to the Housing Manager within 7 days of the occurrence. Failure to report within the 7 days may result in a retroactive rent charge. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the Situations described above. All notices will state the effective date of the rent adjustment.
 - (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
 - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) **Transfers:**
 - (1) If the ESLHA determines that the size or design of the dwelling unit is no longer appropriate

to the resident's needs, the ESLHA shall send resident **two** written offers letter . Resident agrees to accept a new Lease for a different dwelling unit of the appropriate size or design within **3** days.

- (2) The ESLHA may move a resident into another unit if it is determined necessary to rehabilitate or demolish resident's unit.
- (3) If a resident makes a written request for special unit features in support of a documented disability, the ESLHA shall modify resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit. The ESLHA may transfer resident to another unit with the features requested at the ESLHA's expense.
- (4) A resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a resident with disabilities need the unit.
- (5) In the case of involuntary transfers, resident shall be required to move into the dwelling unit made available by the ESLHA. Resident shall be given five (5) days in which to move following delivery of a transfer notice. If resident refuses to move, the ESLHA may terminate the Lease.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a grievance has expired or the procedure has been completed.
- (7) The ESLHA will consider any resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

VIII. ESLHA Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the Development in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep development, building facilities, and common areas, not otherwise assigned to 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 Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

- (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with applicable laws shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been complete
- (i) Reasonable Accommodations for Residents with Disabilities:
Housing providers must make reasonable accommodations in the lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Resident's Obligations

Resident shall be obligated:

- (a) Not to assign the Lease nor sublease the dwelling unit;
- (b)
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (in excess of ten within a six-month period) without the advance written consent of the Authority.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Part I of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing Development and Tenants. These regulations shall be posted in a conspicuous manner in the Development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from and to cause household and guests to refrain from destroying, defacing, damaging, removing any part of dwelling unit or development.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, Development buildings, facilities, or common areas caused by Tenant, household members or Guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority Developments in a decent, safe, and sanitary condition.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the

- Authority's public housing premises by other residents or employees of the Authority, or;
- (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit, (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
- (3) Any abuse (or pattern of abuse) of alcohol or controlled substance which the ESLHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the ESLHA, or persons legally on the premises.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers is excepted) without authorization by the ESLHA.
- (n) To give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for **7 days**.
- (o) To act in a cooperative manner with neighbors and the ESLHA's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- (p) **To comply with the Firearm Policy. Not to allow guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Illinois anywhere in the unit or elsewhere on the property of the Authority.**
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio, satellite dish, cable wires/lines, telephone lines or television antennas on or from any part of the dwelling unit without the written approval of the ESLHA Authority.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any ESLHA's development except in accordance with the ESLHA's pet policy. However, in any development a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the ESLHA's pet policy, although it is subject to reasonable health and safety rules.
- (v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority's property at Tenant's expense. Automobile repairs or car washing are not permitted on development site.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

- (y) (1) Not to commit any fraud in connection with any Federal housing assistance program, and
- (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each non-exempt adult in the resident household to perform at least 8 hours per month of qualifying community service, unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified or state training program.
- (bb) The Resident and household member(s) acknowledges the ESLHA Ban & Bar Policy and agrees to comply with the terms and conditions of all materials aspects of the said policy. The Residents specifically herein acknowledges and accepts; Responsibility for being aware of persons officially banned from ESLHA's property; and "That allowing banned person(s) to visit the leased premises shall be considered a violation of materials and subject the Resident to lease termination."
- (cc) To allow authorized personnel to enter the unit to perform routine, monthly and/or preventative maintenance for the extermination of pests. To comply with all the preparation requirements for bed bug/pest control treatment.

X. Defects Hazardous to Life, Health or Safety

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

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If Tenant, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. Tenant will be provided replacement housing on a temporary basis until such time as tenancy has been terminated through the court system.
- (e) If the Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

A. Move-In Inspection

The lease requires that prior to a family occupying a public housing unit; a move-in inspection will be conducted on the unit's interior and exterior and all appliances in the unit. Any deficiencies noted on the inspection form will be corrected by ESLHA at no charge to Head of Household. A copy of the initial inspection, signed by ESLHA and the resident, will be provided to the family and a copy kept in the resident file.

B. Annual Inspection

ESLHA must inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). This inspection is to insure that the units are maintained in a manner that meets the physical condition standards.

C. REAC Inspection

HUD, through third party inspectors, will inspect a random selection of occupied units using HUD's Uniform Physical Conditions Standards to ensure that the units, building systems and buildings meet the physical condition standards.

D. Move-Out Inspection

ESLHA will inspect units at the time the family vacates the unit and will allow the resident to participate in the inspection unless the family vacates without notice to ESLHA. ESLHA will provide to the resident a statement of any charges to be made for maintenance and damage beyond normal wear and tear within 30 business days of conducting the move-out inspection. The identified charges will be deducted from the security deposit and any excess damage charges will be charged to the resident.

E. Special Inspections:

ESLHA staff may conduct a special inspection for any of the following reasons:

- Housekeeping
- Suspected lease violation
- Preventive maintenance
- Routine maintenance

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities:

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities:

- (1). Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the

date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

- (a) Tenant Responsibility: Any notice to Authority must be in writing, delivered to the Development Manager's office or to Authority's central office, or sent by prepaid first-class mail, properly addressed to East St. Louis Housing Authority, Division of Asset Management Department, 700 North 20th Street, East St. Louis, IL 62205.
- (b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (c) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, **shall include but not be limited to:**
 - (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 8th calendar day of the month. Two such late payments within a 12-month period shall constitute the resident as a chronic delinquent rent payer;
 - (3) Failure to pay utility bills when resident is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of family income, assets or composition;
 - (5) Failure to supply, in a timely fashion any certification, release, information or documentation on family income or composition needed to process annual re-examination or interim.
 - (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development;
 - (7) Criminal activity by resident, household member, guest, or other person under resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of ESLHA's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
 - (8) Alcohol abuse that the ESLHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (9) **Weapons or illegal drugs seized in an ESLHA unit by a law enforcement officer and/or ESLHA Public Safety Officers; (Angela please review)**
 - (10) Any fire on ESLHA premises caused by carelessness or unattended cooking;
 - (11) Possession and/or **illegal possession of firearms by household members, guest on any ESLHA property;**
 - (12) Assignment of the Lease or subletting of the premises or unauthorized person(s) living in the unit;
 - (13) Two or more violations on Smoke Detector/Carbon Monoxide Detector Maintenance;
 - (14) Failure to comply with Community Service requirements;
 - (15) Failure to cooperate and comply with the ESLHA Visitor's Guidelines and Ban and Bar Policy by resident(s), guest(s), household member(s) or other persons under the resident's control;
 - (16) Convicted for drug-related activity for the manufacture, production or the distribution of methamphetamine.
 - (17) Two or more violations of the No Smoking Policy.

- (b) The ESLHA shall give written notice of the proposed termination of the Lease through one of the following:
- (1) Day Notice-Possession Only, Health or Safety Threat;
 - (2) 14 Day Notice – Criminal Activity, and/or Health, Peaceful Enjoyment, or Safety Threat;
 - (3) 14 Day Notice – Rent Due;
 - (4) 30 Day Notice – In any other case
- (c) The notice of termination:
- (1) The notice of termination to resident shall state specific reasons for the termination. The notice shall inform resident of his/her right to examine ESLHA documents directly relevant to the termination of eviction.
 - (2) When the ESLHA is required to offer resident the opportunity for a grievance hearing, the notice shall also inform resident of the right to request such a hearing in accordance with the ESLHA grievance procedure.
 - (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this section. Notice to Vacate must be in writing, and specify that if resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against resident, and resident may be required to pay the costs of court and attorney's fees.
 - (4) When the ESLHA is required to offer resident the opportunity for a grievance hearing under the ESLHA's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 - (5) When the ESLHA is not required to offer resident the opportunity for a hearing under the grievance procedure and the ESLHA has decided to exclude such grievance from ESLHA grievance procedure, the notice of Lease termination shall (a) state that resident is not entitled to a grievance hearing on the termination; specify the judicial eviction procedure to be used by the ESLHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug- related criminal activity.
 - (6) The ESLHA will pursue eviction by court action under the laws of the State of Illinois.
 - (7) Resident may terminate this Lease at any time by giving 14 days written notice as described in Section XIII above. Failure to do so will result in rent being charged up to 14 additional days from the date management takes possession of the unit.
 - (8) In deciding to evict for criminal activity, the ESLHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, the ESLHA may permit continued occupancy by remaining family members and may impose a condition that family member(s) who engage in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
 - (9) When the ESLHA evicts a resident from a dwelling unit for criminal activity, the ESLHA shall notify the local post office servicing that dwelling unit that such individual or family no longer resides in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority. Uniform standards for resident housekeeping have been developed for all tenant families.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)