

DWELLING LEASE

Pike County Housing Authority
 838 Mason St.
 Barry, Illinois 62312

of Bedrooms _____
 Development No. _____
 Housing Unit # _____

Utilities PCHA Furnished: electric natural gas water sewer

The Pike County Housing Authority, hereinafter referred to as PCHA, a public body politic, who's mailing address is 838 Mason St. Barry, Illinois 62312 represented by its Executive Director, leases to _____ (referred to as "Resident"): the dwelling unit located at _____ under the terms and conditions as stated below:

- I. The premises leased are for the exclusive use and occupancy of Resident and Resident's household who reside in the dwelling unit.

RESIDENT'S HOUSEHOLD:

Name	Social Security Number	Sex	Date of Birth
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

A. INITIAL PERIOD OF LEASE and RENEWAL:

The lease shall begin on _____ and end on the same calendar day of the same month one year hence. The Lease shall be automatically renewable for a successive term of one (1) year unless the community service requirement is not fulfilled or, unless terminated sooner by PCHA or Resident as hereinafter provided.

B. RENT AND ADDITIONAL CHARGES:

The rent for the initial period (prorated for partial month) of this Lease shall be \$_____ and, if applicable, an amount of \$_____ for utilities. The monthly rental thereafter shall be a calculated rent of \$_____ or a flat rent of \$_____, whichever the Resident elects, or at such an amount that may be established at time of annual or interim review, which is in accordance with Section 14 of the Lease, and if applicable, an amount of \$_____ for utilities.

Rent is due and collectable on the first (1st) day of each month, and is delinquent if not paid by the close of business on the last working day of each month.

Charges for other than rent shall be due and collectable the last working day of the month following written notification of the charge. A list of standard charges is available in the management office and is made a part of this lease by reference.

Failure to pay any charges that are due shall be considered a material breach of the terms and conditions of this lease. A late payment charge of \$25.00 will be assessed to the Resident on the last working day of the month. The PCHA reserves the privilege of waiving any or all finance charges.

C. SECURITY DEPOSITS:

Resident agrees to pay a security deposit of \$_____, which will be used at Lease termination toward partial or total reimbursement for the cost of repairing any intentional or negligent damages as to the aforementioned dwelling unit, ordinary wear and tear excepted, and any unpaid rent or applicable charges owed to PCHA by the Resident. If such deductions are to be made, PCHA will provide the Resident with a written statement of any such charges for damages, rent, and/or other charges to be deducted from the security deposit within thirty (30) days of the Resident vacating the dwelling unit. Payment of the remaining balance of the security deposit will be refunded to the Resident within forty-five (45) days of the Resident vacating the dwelling unit.

The security deposit shall not be used to pay rent or other charges while Resident occupies the dwelling unit.

2. UTILITIES AND SPECIAL SERVICES CHARGES:

A. Utilities consumed in excess of the authorized amounts provided in the Schedule of Utilities posted in the Management Office and available upon request, will be charged to the Resident's account as an additional required payment. Water, Sewer, Gas, Trash Pick-up will be provided in full by the Authority, but the Authority may at any time, with adequate notice of 30 days, require tenants to pay in full or partial these services.

B. Resident shall be responsible for securing utilities not supplied by Management and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service.

1. Authority- Supplied Utilities:

The Authority will NOT be liable for the failure to supply utility service for any cause whatsoever ever beyond its control. The Authority will NOT be liable for any damages to personal property or contents due to interrupted service that is beyond our control.

The Authority will provide a cooking range and refrigerator in all units whether PCHA furnished or Resident paid utilities. 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. Monthly services charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Management Office.

2. Resident Responsibilities: Resident 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. Resident also agrees to abide by any local ordinance or PCHA rules restricting or prohibiting the use of space heaters in dwelling/non-dwelling units.

C. Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat or to notify Management, unless for any cause beyond his/her control.

3. OCCUPANCY:

A. Resident shall have the right to exclusive use and occupancy of the leased premises. Guests of the Resident may stay for a period of no longer than two weeks (14 days) per 6 months. If any visit will extend beyond the two week grace period, the Resident must notify the PCHA in writing of the reasoning for that extended stay. It will be in the discretion of the PCHA to approve/deny the extended stay and/or determine if the Guest needs to be added to the household. A Guest is defined as a person in the unit with the consent of a household member. If an extended guest is not reported to or approved by the PCHA it may result in eviction from PCHA.

B. ABILITY TO LIVE INDEPENDENTLY: If during the term of lease, the resident, for reasons of physical or mental impairment is no longer able to:

1. Maintain the apartment in a clean and safe living condition.

2. Care for his/her physical needs.

3. Keep from disrupting, abusing, or interfering with the decent, safe, and sanitary enjoyment of the property by other residents.

4. Cannot make or refuses arrangements for someone to aid him/her in maintaining the apartment in a clean and safe living condition, and caring for her/ his physical needs.

~~The PCHA will refer the Resident or designated third party to the appropriate Social Agency in an effort to find more suitable housing, if no family members are willing to assist resident.~~

- C. Any additions to the household members, 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 appropriate size is available. Permission to add Live-In Aides and foster children will not be reasonably refused.
- D. Resident agrees to wait for Authority's approval before allowing additional persons to move into the premises. Failure on the part of the resident to comply with this provision is a serious violation of the material terms of the lease for which the Authority may terminate the lease.
- E. Deletions for any reasons from the household members named on the lease shall be reported by resident to the Authority in writing, within ten days of the occurrence.
- F. A care attendant would not be listed on the lease and could not become a remaining family member for continued occupancy purposes. The income of a care attendant would not be counted in determining the family's income.
- G. The lease will NOT be revised to permit a change of family size resulting from a request to allow adult children to move back into the apartment unless it is determined that the move is essential for the mental or physical health of the Resident AND it does not disqualify the family for the size apartment it is currently occupying.
- H. Resident transfers to another unit are permitted, only if there is no applicant on the waiting list that needs a unit of that size and type. PCHA has established a policy which gives preference for available units to applicants who do not currently have assistance. If a Resident is permitted to move to another unit, there will be a \$200.00 non-refundable moving fee. If the transfer is an administrative transfer generated by the PCHA office for medical conditions (with a doctors letter stating reasons), over-housed situations, under-housed situations, etc. There will be no charge.

4. RESPONSIBILITIES OF PCHA:

- A. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by PCHA.
- B. Make necessary repairs to the premises.
- C. Maintain buildings, facilities and common areas, not otherwise assigned to the Resident or Maintenance Department and maintain these facilities, in a clean, safe, sanitary condition.
- D. Provide and maintain appropriate receptacles and facilities, except those assigned to a specific Resident for the deposit of garbage, or rubbish removed from the premises by the Resident.
- E. Maintain in common areas: facilities and equipment, grounds, lawns and shrubs.
- F. Maintain all lawns in developments. If lawn is littered with debris, resident will be assessed a \$ 15. 00 fee.
- G. Respond to calls by the Resident for applicable maintenance services.
- H. OTHER SERVICES
 - 1. *Exterminations:* PCHA may provide extermination services on a regularly scheduled basis in the communities or as conditions may require.
 - 2. *Consultation:* PCHA may provide instructions to those Residents, who desire installation, repair or to maintain items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Written permission shall be secured by Resident from PCHA.

5. RESIDENT OBLIGATIONS:

A default on the part of Resident shall exist and be grounds for eviction if Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. Grounds for eviction shall include, but not be limited to the following:

- A. Failure to abide by necessary and reasonable regulations as promulgated by PCHA for the benefit and well-being of the community and Residents that shall be posted in the Management Office and incorporated by reference into the Lease.

- B. Non-payment of legal obligations, including rent, maintenance charges, court case costs, lock-out fees, utility costs where applicable, returned check charges. A charge of \$15.00 will be added for any check returned by the bank.
- C. Continuous arrearage in payment of rent and/or other legal obligations.
- D. Malicious or willful destruction of property by Resident, Resident's guests, or other household members.
- E. Intentional falsification of initial application and/or application for continued occupancy.
- F. Flagrant and/or repeated disregard for other Residents' rights;
 - 1. Resident shall not disturb or permit the disturbance of others by the use of musical instruments, unseemly noises or any interference whatsoever.
 - 2. Nothing shall be placed or permitted upon the outside windowsills, or thrown or suspended from windows or railings of the building.
 - 3. Resident shall agree to not keep pets unless prior written approval is given by PCHA in accordance with PCHA's Pet Policy. This pet policy is maintained in the management office and incorporated into this lease herein as Attachment "A". Visiting pets are allowed in accordance with aforementioned pet policy.
- G. Failure to promptly and accurately report to PCHA changes in total family income and family size of persons residing in the assigned dwelling unit. **Any change of income must be reported within 10 days of change.**
 - 1. Any person, other than Residents' newborn children, must be pre-approved before they can reside in the dwelling unit. Newborn children must be reported within 7 days. Non approved move-ins will be considered a serious violation of the terms and conditions of this lease.
 - 2. Out of town guests may stay a maximum of 2 weeks without PCHA approval in a six (6) month period. Local guests are limited to occasional overnight stays.
- H. Any illegal conduct or actions detrimental to the community or Residents by Resident, Resident's guests, or other household members.

1. Residents shall neither place nor permit to be placed any signs, advertisements or notices in or upon any part of the building or grounds except on the approval of the PCHA. All others may be removed by the PCHA at the expense of Resident.
- J. Repeated violations of parking illegally or possession of "junk vehicles" -
 1. Resident and members of his household, visitors and guests shall use the designated parking areas.
 2. Parking on any lawn area within the development site is not permitted, including motorcycles.
 3. Motorcycles are not to be driven within the development except for travel to and from the development.
 4. Loud mufflers, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas.
 5. Resident's and Resident's guest's motorized vehicles must be properly tagged and licensed and shall be in running condition with fully inflated tires.
 6. Resident agrees to call the Management Office for permission to perform any maintenance activities on Resident's vehicle.
 7. Resident agrees to pay towing charges for parked motorized vehicles and vehicles that are not in a running condition as outlined in Section 4, Part J above.
- K. Resident shall keep the premises and such other area as may be assigned to him/her for his exclusive use in a clean and safe condition. Resident, household members and guests are responsible for their own safety with respect to accumulations of snow, ice, water and other weather related conditions. While PCHA will make an effort to remove or treat excessive accumulations or walkways, of which it has, actual notice and time, PCHA will not be liable for injury or damages caused by such conditions on PCHA property. This shall include the following maintenance of the premises at reasonable periods and seasons, as well as, on grounds adjacent to the dwelling unit, where appropriate.
 - I. Housekeeping Standards: Inside the Housing unit

General

- a. Walls: Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Floors: Should be clean, clear, dry and free of hazards.
- c. Ceilings: Should be clean and free of cobwebs.
- d. Windows: Should be clean and not nailed shut. Shades or blinds should be intact, a charge will be applied for replacements.
- e. Woodwork: Should be clean, free from dust, gouges, or scratches.
- f. Doors: Should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Heating units: Should be dusted and access uncluttered.
- h. Trash: Shall be disposed of properly and not left in the unit.
- i. Entire unit should be free of rodent or insect infestation.
- j. Apartment should be free of odor.

Kitchen

- a. Stove: Should be clean and free of food and grease.
- b. Refrigerator: Should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- c. Cabinets: Should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d. Sink: Should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- e. Food storage areas: Should be neat and clean without spilled food.
- f. Trash/garbage: Should be stored in a covered container until removed to the disposal area. Trash bags are NOT permitted to be sitting around. A \$15.00 fee will be applied if maintenance has to clean up trash from the yard.

Bathroom:

- a. Toilet and tank: Should be clean and odor free.
- b. Tub and shower: Should be clean and free of excessive mildew and mold.
- c. ~~Lavatory: Should be clean.~~
- d. Exhaust fans: Should be free of dust.
- e. Floor: Should be clean and dry.

Storage Areas

- a. All storage areas are to be kept clean and orderly. The following items are not allowed to be stored in the unit:

Flammable materials of any kind
Tires

There may also be additional items that are not allowed per the discretion of the PCHA.

- 2. Housekeeping Standards: Outside the Housing unit
 - a. Yards: Should be free of any clutter, debris, trash, and cars. The only furniture permitted in yards is folding lawn or stackable plastic resin chairs, which must be picked up after guests have left. If lawn is cluttered, or littered with debris, causing staff to pick up the area or preventing staff from mowing, resident will be assessed a \$15.00 fee per occurrence.
 - b. Exterior walls should be free of graffiti.
 - c. Porches: (front and rear): Should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit. Only furniture designed for outside use is to be kept on porches. Indoor furniture left outside will be treated as abandoned and disposed of accordingly, resident will be assessed a \$15.00 fee per occurrence.
 - d. Steps (front and rear): Should be clean and free of hazards.
 - e. Sidewalks: Should be clean and free of hazards.
 - f. Storm doors: Should be clean with glass or screens intact.
 - g. Parking Lot: Should be free of abandoned cars. There should be no car, boat, mower, etc. repairs in the lots.

h. Hallways: Should be clean and free of hazards.

i. Stairwells: Should be clean and uncluttered.

~~j. Tenant Laundry Areas: Should be kept clean and neat. Remove lint from dryers after each use to prevent possible fire. PCHA is not responsible for fires caused from negligence or malfunctioning tenant owned equipment. Tenant assumes full liability for keeping dryers cleaned properly and also for keeping owned equipment in good working order. If lint buildup is suspected in vent, contact PCHA to have cleaned. Dryers are not to be vented inside the apartment. Damage caused from venting to the interior will be billed to the tenant.~~

k. Community Laundry Areas: Remove lint from dryers after each use to prevent possible fire. Be respectful to others, do not tie up numerous machines and please remove clothes from washer and dryer as soon as finished. Report malfunctioning equipment to PCHA immediately. If lint buildup is suspected in vent, contact PCHA to have cleaned.

l. Utility room: Should be free of debris, motor vehicle parts, and flammable materials. There may be additional items that are not allowed per the discretion of the PCHA.

3. Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, on any porch of the dwelling unit or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by Resident or his guests will be considered a serious violation of the terms and conditions of this lease.

L. Failure to comply with all obligations imposed upon Resident by applicable building and housing codes materially affecting health and safety.

M. Failure to use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and accessories:

1. Sweepings, rubbish, sanitary items or other foreign substances shall not be thrown into toilet bowls or tubs. Any damage resulting from a violation shall be charged to the Resident.

N. Failure to refrain from, or to cause Resident household members and guests from refraining from destroying, defacing, damaging or removing any part of the premises or community. Residents and guests shall not be permitted to loiter in halls, driveways, parking areas or anywhere else on PCHA property.

1. Additional locks shall not be placed upon any doors or windows without the approval of the PCHA Management.
 2. Nails or pushpins may be used in hanging pictures. Tape is not permitted. Hanging of heavy-objects such, as mirrors should be discussed with the PCHA.
 3. Swimming pools or any other miscellaneous structures shall not be constructed on any of the PCHA property. Only hard plastic, moveable kiddy pools and sandboxes are allowed.
 4. Trees, shrubs, or gardens shall not be planted on PCHA property without the written consent from the Management Office.
 5. Fences shall not be constructed or placed on any of the PCHA property without the written consent from the Management Office.
 6. Wall paper, contact paper or wall paneling shall not be applied to the walls. No borders of any type are allowed up.
 7. No painting or varnishing shall be performed by the Resident or any person other than PCHA personnel.
 8. Neither resident nor any person other than PCHA personnel shall perform any maintenance. Report any and all repairs needed to Management Office.
 9. Move-ins and move-outs must be scheduled with PCHA management and shall not take place after 4:00 PM on weekdays or Saturday or Sunday.
 10. Resident, before leaving the unit, shall see that doors and windows are closed, thus avoiding possible damage. Any damage resulting from violation shall be charged to Resident.
0. Resident agrees that Resident, any member of the household, guests, or any other person under the Resident's control, shall not engage in:
- I. Any criminal activity on or off PCHA premises, regardless of location that threatens the health, safety or right of peaceful enjoyment of PCHA premises by other Residents or PCHA employees;

2. Any drug-related criminal activity on or off PCHA premises regardless of location- or
3. Alcohol abuse that the PCHA determines interferes with the health, safety or right to peaceful enjoyment of the premises by other Residents.

For the purpose of this section, criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Residents or PCHA employees shall include but not be limited to the following:

1. Physical assault or the threat of physical assault to any person whatsoever.
2. Verbal abuse to any person whatsoever.
3. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon.
4. Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct.

For the purpose of this section, drug-related criminal activity means the following:

Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, methamphetamine and opium, and further defined as in the Controlled Substances Act (21 U.S.C. 802) unless such controlled substance or substances were obtained directly pursuant to a valid prescription or order.

Compliance with this section is a material condition of this Lease for continued occupancy of the premises by Resident, household members and guests and any breach of this section by Resident, household members or guests shall be cause for termination of this Lease. If PCHA believes, in good faith, that a breach of this section has occurred, it may terminate tenancy without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or

2. Whether or not Resident had knowledge, in fact, of criminal activity engaged in by a member of Resident's household or of any guest or invitee of Resident or of a member of Resident's household, unless Resident agrees in writing to remove such person's name from the lease and to refuse to allow such person on the premises.

For the purposes of this section, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other Residents or PCHA employees. Notwithstanding the foregoing, however, it shall be PCHA's duty, in any eviction proceeding, to prove that a breach of this covenant has occurred.

- P. Resident agrees not to allow any individual that has been barred or banned from the PCHA's property to be on any property under Resident's responsibility.
- Q. Resident and Resident's guest will not display, discharge or threaten to display or discharge a firearm of any type, including "B-B" guns, on Housing Authority property. Displaying, discharging or threatening to display or discharge a firearm will be considered a serious violation of the terms and conditions of this lease. When transporting a firearm to and from the dwelling unit, firearm must be enclosed in a carrying case.
- R. Resident and Resident's guest further agree not to display, use or threaten to use a knife, club, or any other weapon against any person on Housing Authority property. Nor will they abuse any person on PCHA property. The display, use of, or threat to use a knife, club, or any other weapon against any person on Housing Authority property will be considered a serious violation of the terms and conditions of this Lease.
- S. Each adult Resident, whom is not considered exempt per section 512 of the QHWRA shall contribute eight (8) hours per month or participate in a self-sufficiency program for eight (8) hours a month.

6. CONDITION OF PREMISES:

Resident accepts premises and agrees that the fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing his/her signature on the move-in inspection form. The move-in inspection is to be conducted by a PCHA representative in the presence of Resident. Resident agrees to keep all fixtures, equipment and appliances as provided in working order; to make no alteration, commit no waste, to repay PCHA the cost of repairs made to premises by PCHA at termination of Lease to restore unit to the same condition as when first occupied, reasonable wear and tear excepted.

7. ASSIGNMENT OR SUBLETTING:

Resident shall not allow anyone to share said premises, keep roomers or boarders, nor assign or permit premises to be used for any other purposes, sublet or transfer said premises or any part thereof, without getting prior written consent from the PCHA . Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, or with the consent of management, care of foster children and live-in care of a member of the Resident's family.

8. DESTRUCTION OF PREMISES:

If assigned premises are rendered uninhabitable which was caused by Resident, Resident's household members or guests, PCHA reserves the right to deny Resident another dwelling unit within the PCHA network. Further, PCHA has the right to pursue monetary reimbursement from the Resident in the amount equal to cost disbursed by PCHA to restore the unit to habitable condition. If the dwelling unit is rendered uninhabitable by circumstances beyond Resident's control, PCHA shall offer Resident another dwelling unit, on a temporary basis, until the damaged unit is restored to a habitable condition. In offering alternative temporary housing, Resident and PCHA shall decide on a dwelling unit that will not cause undue hardship to either party. PCHA reserves the right to deny or grant Resident re-occupancy of the unit originally assigned.

9. DAMAGE AND REPAIR:

In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, then the following rules shall apply:

- A. Resident shall immediately notify PCHA of the damage.
- B. PCHA shall be responsible for repair of damage within a reasonable time; however, provided that the damage was caused by the Resident or Resident's household or guests, the reasonable cost of the repairs shall be charged to Resident. Charges assessed to Resident under this Section shall not become due and collectible before the first (1st) day of the second (2nd) month following the month in which the charge was incurred, but not sooner than fourteen (14) days after delivery of the Notice in which the charge is made.
- C. PCHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- D. The rent of Resident shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with subparagraph (B) of this Section or alternative accommodations are not provided in accordance with subparagraph (C) of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by Resident or Resident's household or guests.

10. VACATING PREMISES:

Resident shall notify PCHA 30 days prior to vacating the dwelling unit, with the unit being returned in likewise condition as accepted. Resident shall return to the Management Office all keys possessed upon completion of the move out. PCHA will keep a portion of the security deposit for reasons of: damages to the unit/property, unpaid rent, unpaid late fees, unpaid electrical charges, items beyond normal wear and tear, missing keys, etc. PCHA shall provide resident an itemized statement of account of the vacated unit within a period not to exceed 30 days to Residents last known address. If applicable, security deposit refund checks will be issued within 45 days to residents last known address. PCHA reserves the right to pursue collection of any monies owed by resident to PCHA upon move-out, through legal action, LDRP, collection agencies, etc. If resident does not remain a resident of PCHA for a period of 1 year, then resident shall forfeit their security deposit in its entirety.

11. HOLDING OVER:

Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property therefrom after expiration of this lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by Resident after the expiration of this lease without the express consent of the Management shall create a tenancy at sufferance and not a Resident at will. There shall be no renewal whatsoever of this lease by operation of law.

12. ENTRY OF PREMISES DURING TENANCY:

PCHA Management, maintenance, or its agents shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, making improvements or repairs, showing the premises for re-leasing, or providing routine pest control services. A notice specifying the purpose of the entry will be delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. In regards to pest control services, the treatment schedule supplied by the pest control company to the Resident shall be considered to be reasonable advance notification. Resident shall notify PCHA of any needed repairs or treatments in accordance with the established maintenance procedures of PCHA. Such notifications shall be deemed an authorization by Resident for PCHA or its agents to enter said premises, with a passkey, in order to make the necessary repairs or treatments. If PCHA has any reason to believe that an emergency exists, PCHA or its agents may enter the premises at any time without advance notification or Resident's consent.

13. INSPECTIONS:

In addition to all other inspections required or permitted by the Lease, PCHA in the presence of Resident, or his/her representative, shall be obligated to inspect the premises prior to initial occupancy by Resident. PCHA will furnish Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit. The statement shall be signed by both parties and a copy of the statement shall be retained by PCHA as part of Resident's permanent file. All dwelling units and the equipment provided by PCHA may be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date and approximate time of the inspection. When Resident vacates,

management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection, unless Resident vacates without notice to management.

14 QUIET ENJOYMENT:

Resident having performed under the terms and regulations as set forth in this Lease - paying the rents and accompanying charges, executing all covenants and promises - will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by PCHA or any of the PCHA's representatives or agents.

15 APPLICATION FOR CONTINUED OCCUPANCY:

- A. Once each year, as requested by PCHA, the eligibility status and family income of each Resident residing in the household shall be re-examined. If the head of household, spouse, or sole applicant is sixty-two (62) years of age or older, or handicapped or disabled, the re-examination shall take place annually as with family households, according to the following procedures:
 1. Application: Upon written notification from PCHA, PCHA shall require a written application for continued occupancy to be signed by one or both heads of household attesting to the accuracy of the information provided by the Resident to PCHA. Resident must promptly and accurately report to the Management Office, in person, any changes in the source of total family income or family status during the interim period of each annual re-examination. Resident agrees to furnish in adequate detail all information and data necessary to enable PCHA to determine:
 - a. Rent to be charged;
 - b. Size of the dwelling unit required;
 - c. Retroactive rental charges if applicable;
 - d. A transfer to an appropriate size or type of dwelling unit upon appropriate notice by PCHA that a unit is available; and/or

- c. The Resident's exclusive use of lease premises which shall include reasonable accommodation of Resident's guests and visitors with consent of PCHA which will include foster children or live-in care for a member of the Resident's household.
 2. *Verification:* PCHA shall verify all information on the application by methods necessary to assure PCHA that the information is complete and true at the time of re-examination.
 3. *Certification:* As part of application for continued occupancy, PCHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of Resident(s) and that on the basis of this investigation it has been determined by PCHA that Resident(s) is eligible or ineligible for continued occupancy.
 4. *Compliance:* Each adult member of the household, who has been determined eligible to perform eight (8) hours per month community service or participate in a self-sufficiency program, shall provide documentation to that effect.
 5. *Non-compliance:* If Resident(s) fails to provide the information on the date and time prescribed in the aforementioned written notice from PCHA, to enable PCHA to determine eligibility and rental payments, PCHA shall serve a thirty (30) day notice to vacate the premises because Resident has failed to provide information or reschedule a re-examination date. PCHA reserves the right to initiate eviction proceedings against Resident.
 6. *Community Service Requirement:* If a Resident has not complied with the community service requirement, the PCHA shall notify the Resident that their lease will not be renewed unless they enter into an agreement to cure the deficiency.
- B Determination will be made of monthly rental to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission Policy posted in the Management Office.
- .1. Rent as fixed in Section 1B hereof adjusted pursuant to the above will remain in effect until:
 - a. Source of income changes;

- b. Family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person(s) who, with the consent of PCHA, is added to the lease as a member of the household;
 - c. Resident changes from public assistance to employment or from public assistance, both of which must be reported within ten (10) working days of the application; and/or
 - d. If it is found that Resident has misrepresented to PCHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, PCHA can either terminate the lease immediately and bring criminal charges against Resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.
2. In the event of any rent adjustment pursuant to the above, PCHA will mail or deliver a notice of Rent Adjustment to the Resident in accordance with Section 18 hereof:
- a. Rent adjustments, which are a result of an annual re-examination, will become effective on a pre-determined date;
 - b. Rent adjustments as a result of an interim review;
 - (i) Rent decreases will become effective the first (1st) day of the month after the re-examination was completed; and
 - (ii) Rent increases will become effective the first (1st) day of the second (2nd) month after the re-examination was completed.
3. If PCHA determines the size of the assigned dwelling unit is no longer adequate for the Resident's needs, PCHA may amend the Lease by notifying Resident that he may be required to move to another unit, giving Resident reasonable time to move. Moving time shall be mutually agreed upon by the Resident and the PCHA. If Resident does not agree with the determination, Resident shall have the right to request a hearing.

16. ABANDONMENT OF DWELLING UNIT AND PROPERTY:

In the event the Resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of Management, be considered abandoned. In such event, Management shall have the right, provided five (5) days written notice is mailed to the Resident's last known address, to dispose of any property left on or about the dwelling unit by Resident following or pursuant to such abandonment. The Management shall not be responsible for any loss, damage or expense regarding the property. Management shall also be entitled to dispose of any property remaining on or about the dwelling unit after the termination of this lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered abandoned. There is no obligation to store or otherwise protect the property once it is removed from the apartment.

Per Section 2B of this lease, dwelling unit shall be considered abandoned if any utility is disconnected by the tenant or by the provider for non-payment, if not restored within five (5) days. If any property is left in the apartment we will charge a \$15.00 fee for each load that has to be removed from the apartment.

17. TERMINATION OF LEASE:

The PCHA shall terminate this lease for serious or repeated violations of the material terms of this lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the Resident Obligations set forth in Section 4, drug-related and other criminal activities or alcohol abuse, or other good cause;

A. In the event that PCHA terminates this Lease, Resident shall be given a Notice of Termination as set forth below:

1. Fourteen (14) days prior to the termination date in cases of failure to pay rent;
2. Three (3) days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. The PCHA has a one strike or zero tolerance policy with respect to violations of lease terms regarding drug-related and other criminal activities;
3. Thirty (30) days in all other cases;
4. In deciding to evict for criminal activity, PCHA shall have discretion to consider all of the circumstances of the case, including seriousness of the offense, the extent of

participation by family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, PCHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the unit. PCHA may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

In 1 and 3 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination, the right of Resident to make a reply, the right of the Resident to a hearing in accordance with the PCHA grievance procedures, and the right of Resident to examine documents directly relevant to the termination or eviction;

In 2 above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination and the right of Resident to examine documents directly relevant to the termination or eviction, and shall contain the following language printed or written in conspicuous manner:

"You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance."

18. LEGAL NOTICES:

Any notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any person in the housing unit who is thirteen (13) years of age or older member of the household or by certified mail, return receipt requested, or by leaving it at the premises from which Resident is sought to be evicted. Notice to PCHA from Resident must be in writing and delivered to the Management Office in person or by first class mail. If Resident is visually impaired, any legal notices will be delivered in an accessible format.

19. ACCOMMODATION OF PERSONS WITH DISABILITIES:

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodations to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

PCHA shall provide a notice to each Resident that Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy.

20. CHANGES TO LEASE:

This Lease, along with any future adjustments of rent, reassignment of dwelling unit(s) is evidence that PCHA and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents and to dwelling units and premises.

21. ALTERNATIVE HOUSING ACCOMMODATIONS

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Management. If Resident resides out of the dwelling unit for more than sixty (60) days Management will assume the dwelling unit to be abandoned and take possession in accordance with Section 15. The Resident must occupy the premises on a day to day basis. A day to day basis is interpreted as complete living on the premises including nightly sleeping for a period of 4 out of 7 days and nights. Among the evidence of residency but not limited shall include: delivery of mail, perishable foods in the unit, daily clothes in the unit and the testimony of neighbors. Following the extended absence of 60 days a tenant must occupy the premises on a day to day basis for a period of 30 days.

22. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of PCHA which is in effect at the time such grievance or appeal arises, which procedure is posted in the Management Office and incorporated herein, by reference,

Except:

An action initiated by PCHA for eviction of Resident in cases of engaging in criminal activity including drug related activities is not subject to its Grievance Procedure. In case of eviction, affected Residents are afforded

all the elements of due process by Illinois State law and may seek redress in the State of Illinois Courts.

23. COURT COST AND ATTORNEY FEE:

If it becomes necessary for PCHA to employ the use of an attorney against the Resident to collect rent or other charges, enforce provisions of their lease or policies, or to seek eviction of the Resident from the premises, Resident shall be obligated to pay all court costs and reasonable attorney's fee.

24. WEATHER AND ADVERSE CONDITIONS - RESPONSIBILITIES OF PCHA AND RESIDENT

Resident agrees to take reasonable precautions and to exercise ordinary care to avoid injury to person and property, and to take extra precautions and exercise a high degree of care in the event of dangerous conditions on the premises, grounds and common areas of the public housing premises caused by an accumulation of snow, ice or other hazardous conditions of which PCHA has no notice or opportunity to alleviate. PCHA agrees to use existing means available to it for removal or mitigation of the accumulation of snow and ice when PCHA has actual notice of such condition and a reasonable time to act; however, PCHA shall not be liable to Resident, or the guests or invitees of Resident, for damages or loss from dangerous conditions resulting from snow, ice or other temporary or natural conditions on the premises, grounds, or common areas of the public housing premises, unless the condition is affirmatively caused by the negligent act of the PCHA.

Resident agrees to use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.

RESIDENT SHALL NOTIFY PCHA 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 PUBLIC HOUSING PREMISES.

Resident's failure to report the need for repairs or other action in a timely manner shall be considered to contribute to any damage that occurs.

25. UNENFORCEABLE LEASE PROVISIONS:

The provisions of this lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this lease which are enforceable remain binding and enforceable upon the parties.

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the PCHA Management Office and I fully understand its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney. (If you cannot afford an attorney, you should contact the Legal Services, Barry, Illinois.)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____ at _____ Pike County Housing Authority _____, State of Illinois.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE PIKE COUNTY HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER ILLINOIS LAW AND MAY BE PUNISHABLE WITH FINES UP TO \$1,000.00 AND/OR A PRISON TERM UP TO ONE YEAR.

Pike County Housing Authority

Resident

By _____
Executive Director

Housing Representative

