

DWELLING LEASE

Pike County Housing Authority
 838 Mason Street
 Barry, Illinois 62312

Bedroom Size _____
 Development# _____
 Unit # _____

The Pike County Housing Authority, hereinafter referred to as "PCHA", a Public Housing Authority, represented by its Executive Director, leases to _____, hereinafter referred to as "Resident": the dwelling unit located at _____, under the terms and conditions stated herein.

1. The premises leased are for the exclusive use and occupancy of Resident and Resident's household listed below who are approved to reside in the dwelling unit.

RESIDENT'S HOUSEHOLD:

First Name, MI, Last Name	SSN	Gender	DOB
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

A. INITIAL PERIOD OF LEASE and RENEWAL:

The lease shall begin on _____ and end 1 year from that date. The lease shall be automatically renewable for successive terms of 1 year unless the PCHA elects to terminate due to Resident non-compliance with program or lease terms, lease terms are not fulfilled by PCHA, or unless terminated sooner by PCHA or Resident as hereinafter provided.

The lease requires a 30 day move out notice, during which rent and electric should remain in Resident household's name. Penalties may apply if these criteria are not met. The Management Charge List is available in the management office and is incorporated into this lease by its reference.

B. RENT AND ADDITIONAL CHARGES:

The rent for the initial period (prorated for partial month) of this Lease shall be \$ _____. 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, in accordance with PCHA policies.

Rent is charged 1st day of each month, and is delinquent if not paid by the close of business on the 25th day of each month.

Charges for other than rent shall be due by the close of business on the 25th day of the month following written notification of the charge. Current Maintenance and Management Charge Lists are available in the management office and are incorporated into this lease by their 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 for unpaid amounts by the close of business on the 25th day of each 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 of the cost for repairing any intentional or negligent damages to the dwelling unit, ordinary wear and tear excepted, and any unpaid rent, maintenance fees, or other charges owed to PCHA by the Resident. Resident shall be afforded 6 months to pay the security deposit, unless they have left the housing authority in poor circumstances previously.

If any deductions are to be made from the security deposit, PCHA will provide the Resident, at their last known address, a written statement of charges for the cost of repairing any intentional or negligent damages to the dwelling unit, ordinary wear and tear excepted, and any unpaid rent, maintenance fees, or other charges owed to PCHA by the Resident. This written statement will be sent within 30 days of when the Resident was known to have vacated the dwelling unit. If applicable, payment of the remaining balance of the security deposit will be refunded to the Resident, at their last known address, within 45 days of when the Resident was known to vacate the dwelling unit.

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

2. UTILITIES:

- A. Utility Allowances for electrical service will be given for various PCHA properties according to the Utility Allowance Schedule posted in the management office. The Utility Allowance schedule will be revised annually, unless required by PCHA policy otherwise. Ameren Electric is the only utility service the resident is responsible for, all other utility services such as water, sewer, gas, trash pickup, etc. will be provided in full by the Authority. However, the Authority may at any time, with 30 day notice, require Residents to pay in full or partial these services.
- B. Resident's approved household shall be responsible for securing utilities not supplied by PCHA and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service. Resident household's failure to maintain these utility services to the leased unit is to be considered a serious breach to this lease agreement and is subject to immediate termination. See "Ameren Lease Addendum", which is incorporated into this lease by its reference.
1. **PCHA - Supplied Utilities:** PCHA will not be liable for the failure of supplied utility services for any cause whatsoever beyond its control. PCHA will not be liable for any damages to personal property or contents due to interrupted service that is beyond its control.
 2. **Appliances:** PCHA provides a cooking range and refrigerator in all of its leased units. Other electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated by the resident, but it should be understood by the resident that this may increase utility costs for which they are responsible.
 3. **Resident Responsibilities:** Resident agrees not to waste the utilities provided by PCHA 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's household shall be charged for damages resulting from failure to maintain sufficient heat or to notify Management, unless for any cause beyond their control. Damages resulting from failure of the resident's household to maintain utilities in accordance with 2B of this agreement will result in charges.

3. **OCCUPANCY:**

- A. Resident shall have the right to exclusive use and occupancy of the leased premises. After providing PCHA notice of stays longer than 3 days, guests of the Resident may stay for a period of no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

If any visit will extend beyond this, the Resident must request an exception from PCHA for the 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.

Former residents who have been evicted are not permitted as overnight guests.

- 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.
5. PCHA will attempt to refer the Resident to the appropriate social agency in an effort to find pertinent assistance, if no family members are willing to assist.

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 PCHA 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 business 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. 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 plus responsibility for damages and other charges for the old unit. If the transfer is an administrative transfer generated by the PCHA office for over-housed situations, under-housed situations, reasonable accommodations, 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 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 per occurrence.
- G. Respond to calls by the Resident for applicable maintenance services.

H. **OTHER SERVICES:**

1. Extermination: PCHA provides extermination services on a regularly scheduled basis and as conditions may require. Resident agrees to comply with PCHA's pest control efforts. Failure to do so is to be considered a serious breach to this lease agreement and is subject to immediate termination.
2. Consultation: PCHA will assist with instruction to those Residents who desire satellite, cable, and internet services, so that these installations do not cause any permanent damage to PCHA's dwelling unit. Same feedback shall also apply to resident decorations.

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 or constant arrears of obligations, including rent, maintenance charges, court case costs, lock out fees, utility costs, returned check charges, etc. A charge of \$25.00 will be added for any check returned by the bank. Once 2 checks are returned by the bank, Resident will be unable to write personal checks for a 1 year period.

C. Smoking of any kind is prohibited in PCHA's dwelling units or within 25 feet of PCHA buildings. Failure to follow this policy will trigger infraction notifications, leading to termination. Applies to Resident, Resident's household members, or Resident's guests. See Lease Attachment "C" No Smoking Policy, which is incorporated into this lease by its reference.

D. Destruction, defacing, damaging, or removing PCHA 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's shall not disturb or permit the disturbance of others right to peaceful enjoyment of the property by excessive noise, unwanted contact, or any other obnoxious, harassing, intimidating, behavior.

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. See Lease Attachment "A" Pet Policy, which is incorporated into this lease by its reference. Visiting pets are allowed in accordance with aforementioned pet policy.

G. Failure to promptly and accurately report to PCHA changes in total family income 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 Resident's newborn children, must be approved **before** they can reside in the dwelling unit. Newborn children must be reported **within 10 business days**. Non-approved move-ins will be considered a serious violation of the terms and conditions of this lease.

2. After providing PCHA notice of stays longer than 3 days, guests of the Resident may stay for a period of no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

3. Former residents who have been evicted are not permitted as overnight guests.

H. Any illegal conduct or actions detrimental to the community or Residents by Resident, Residents guests, or other household members.

I. 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 PCHA. All others may be removed by PCHA at the expense of the 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 guests 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 parking 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 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.

1. 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.
- e. Entire unit should be free of rodent or insect infestation.
- f. 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 counter top 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: Shall be disposed of properly and not left in the unit.

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.
- f. Trash: Shall be disposed of properly and not left in the unit.

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:
 1. Flammable materials of any kind
 2. Tires
 3. There may also be additional items that are not allowed per the discretion of the PCHA. Resident should consult with PCHA if there is a question of acceptability

2. Housekeeping Standards: Outside the Housing unit

- a. Yards: Should be free of any clutter, debris, trash, and cars. 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, resident will be assessed a \$15.00 cleanup 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 or through the site. Only furniture designed for outside use is to be kept on porches, Indoor furniture outside is not allowed and shall be required to be removed.
- d. Window screens are to be stored inside.
- e. Steps (front and rear): Should be clean and free of hazards that would impede access through the site.
- f. Sidewalks: Should be clean and free of hazards that would impede access through the site.
- g. Storm doors: Should be clean with glass or screens intact.
- h. Parking Lot: Vehicles should be registered with State required insurance coverage and be in running condition. There should be no repairs being done in the lots.
- i. Hallways: Should be clean and free of hazards that would impede access through the site.
- j. Stairwells: Should be clean and free of hazards that would impede access through the site.

k. Resident 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 Resident negligence or malfunctioning Resident owned equipment. Resident 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, PCHA should be contacted for a work order. Dryers are not to be vented inside the apartment. Damage caused from venting to the interior will be billed to the Resident.

l. Community Laundry Areas: Remove lint from dryers after each use to prevent possible fire. PCHA is not responsible for fires caused by Resident negligence. Residents are not to tie up numerous machines and should remove clothes from washer and dryer as soon as finished. Malfunctioning equipment should be reported to PCHA immediately. If lint buildup is suspected in vent, PCHA should be contacted for a work order.

m. 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. Flammables Explosives: Resident agrees not to store any flammable or explosive substances inside or around 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 in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, 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 this will be charged to Resident.

N. Failure to refrain from, or to cause Resident's, Resident's household members, and Resident's guests from assorted lease violations:

1. Changing locks or placing additional locks shall not be placed upon any doors or windows without the written approval of the PCHA Management.
2. Non-invasive, non-damaging means are preferred for hanging interior items, however nails and pushpins may be used where necessary. Hanging of heavy objects should be discussed with PCHA. Outside the unit, Resident may not cause permanent damage to rails, fences, sidewalks, siding, gutters, soffit, windows, etc. Damages caused to, but not limited to, these areas will be charged per the Maintenance Charge List, which is incorporated into this lease its reference.
3. Large swimming pools are not allowed on PCHA property. Only small plastic solid or inflatable pools are allowed. Children must be supervised by Resident at all times. PCHA is not responsible for tenant owned swimming pools or accidents therefrom. Must be stood upright or deflated when not in use.
4. Large playground equipment is not allowed on PCHA property. Only small slides, swings, and sandboxes are allowed. No trampolines of any size. Children must be supervised by Resident at all times. PCHA is not responsible for tenant owned playground equipment or accidents therefrom.
5. Dogpens, dog houses, sheds, storage areas, etc. are not allowed to be placed or constructed on PCHA property.
6. Trees, shrubs, or gardens shall not be planted on PCHA property without the written consent from the Management Office.
7. Fences shall not be constructed or placed on any of the PCHA property.
8. Wall paper, contact paper, and wall paneling shall not be applied to the walls. No borders of any type are allowed to be put up.
9. No painting or varnishing shall be performed by the Resident, Resident's household, or Resident's guests.
10. Neither resident nor any person other than PCHA personnel shall perform any maintenance on PCHA property or equipment. Any and all repairs needed must be reported to Management Office.
11. Ceiling fans and window units will be installed by PCHA personnel according to the tenant charge list.
12. Resident, before leaving the unit, shall see that doors and windows are secure, thus avoiding possible damage or unauthorized access. Any issue resulting from violation shall be liability of Resident.
13. Only small charcoal barbecue grills are allowed, no gas powered grills are allowed. Grills should not be used by building, but should be put back by Resident's unit when cooled. Fire pits are not allowed on PCHA property.

O. Resident agrees that Resident, Resident's household, Resident's guests, or any person under Resident's control. shall not engage in:

1. Any criminal activity on or off PCHA premises, that threatens the health, safety, or right of peaceful enjoyment of PCHA premises by other Resident's or PCHA employees. For the purposes of this lease, 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:

- a. Physical assault or the threat of physical assault to any person whatsoever.
- b. Verbal abuse to any person whatsoever.
- c. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon.
- d. Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct.

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

4. Loitering in halls, driveways, parking areas, or anywhere else on PCHA property.

P. 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 believe, 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.

Q. 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.

R. 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. Resident agrees formerly evicted tenants may come and go as guests, but are not permitted to stay in the unit.

S. 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. See Lease Attachment "B" Firearms & Weapons Policy, which is incorporated into this lease by its reference.

T. 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.

U. Each adult Resident, shall comply with PCHA's Community Service Policy and its provisions, which is incorporated into this lease by its reference.

6. **CONDITION OF PREMISES:**

Resident accepts condition of premises and agrees that the unit, its fixtures, equipment, and appliances are in good condition and in operable order on the date of the Resident's first occupancy, by affixing Residents signature to this lease.

Should there be items that are deficient, in need of repair, or damaged, Resident must notify PCHA within 10 days of the date of this lease.

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. Resident shall use the premises as a private dwelling only for Resident or Resident's household members as identified in this lease, new household additions with the approval of PCHA, or with the consent of PCHA, 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, 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 25th day of the following the month after which the charges were assessed. Charges may not be due no sooner than 14 days after delivery of the notice regarding the charges 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 will be responsible for any rent and electric charges during this 30 day notice period. Resident shall return to PCHA all keys possessed upon completion of the move out. At move out, an inspection will be done to determine the cost for repairing any intentional or negligent damages to the dwelling unit, ordinary wear and tear excepted, and any unpaid rent, maintenance fee, or other charges owed to PCHA by the Resident.

If any deductions are to be made from the security deposit, PCHA will provide the Resident, at their last known address, a written statement of charges for the cost of repairing any intentional or negligent damages to the dwelling unit, ordinary wear and tear excepted, and any unpaid rent, maintenance fees, or other charges owed to PCHA by the Resident. This written statement will be sent within 30 days of when the Resident was known to have vacated the dwelling unit. If applicable, payment of the remaining balance of the security deposit will be refunded to the Resident, at their last known address, within 45 days of when the Resident was known to vacate the dwelling unit.

PCHA reserves the right to pursue collection of any monies owed by resident to PCHA upon move-out through legal action, IDROP, collection agencies, etc.

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 PCHA 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 performing routine inspections, maintenance activity, or providing pest control services. A 2 day notice specifying the purpose of the entry will be delivered to the premises and 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 reasonable advance notification. If repair items or pest control treatments are noted during a routine or annual inspection or if the Resident has notified PCHA of any needed repairs or treatments, then that shall be deemed an authorization by Resident for PCHA or its agents to enter said premises 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. Annual inspections require 2 weeks advance notice to the Resident.

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 will be inspected at least 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 2 day advance notice in writing, specifying purpose, date and approximate time of the routine inspection. Resident shall receive a 2 week notice for annual inspections.

When Resident vacates, management will inspect the dwelling unit and provide notification of the damages and repairs, if any, for which Resident is responsible. Resident and/or his/her representative may join such inspection, unless Resident vacates without notice to PCHA.

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, or eviction by PCHA or any of the PCHA's representatives or agents.

15. APPLICATION FOR CONTINUED OCCUPANCY:

A. Once each year, or 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 62 years of age or older, or handicapped or disabled, the re-examination shall take place 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;
 - e. the Resident's compliance with the terms and conditions of PCHA's public housing program according to current PCHA policies.
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 certify to HUD that an evaluation has been made of Resident, Resident's household members and that on the basis of this evaluation it has been determined by PCHA that Resident, Resident's household members are eligible or ineligible for continued occupancy.
 4. Non-compliance: If Resident, Resident's household members fail to provide the information on the date and time prescribed in the aforementioned written notice from PCHA, to enable PCHA to determine eligibility, compliance, and rental payments, PCHA shall serve a 30 day notice to vacate the premises because Resident, Resident's household members have failed to provide information or reschedule a re-examination date therefore making Resident, Resident's household members non-compliant with the public housing program. PCHA reserves the right to initiate eviction proceedings against Resident.
 5. Community Service Requirement: Each adult member of the Resident's household who have been determined eligible to perform 8 hours per month community service or participate in a self-sufficiency program, shall provide documentation to that effect. If a Resident, Resident's household members have 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 and adhere to the terms of that agreement.

B. Determination will be made of monthly rental to be charged eligibility appropriateness of dwelling size in accordance with the approved Admissions & Continued Occupancy 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 persons who, with the consent of PCHA, is added to the lease as a member of the household;

c. Resident changes in sources of income or amounts of income, both of which must be reported within ten 10 business days;

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, Resident's household members over 18, or an increased 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 interim or annual re-examination, will become effective on a pre-determined date;

i. Rent decreases will become effective the first 1st day of the month after the re-examination was completed;

ii. Rent increases will become effective the first 1st day of the 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 they 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 in accordance with PCHA's Grievance Policy, which is incorporated into this lease by its reference.

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 30 day 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.

Management shall not be responsible for any loss, damage or expense regarding the abandoned 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 Resident or by the provider for non-payment, if not restored within 5 business days. Removal of any property left in the apartment will be charged at a rate of \$50.00 per load to be removed from the apartment. Electronics such as TV's, computers, and other miscellaneous electronics will be charged at \$25.00 per item to be removed from the apartment.

17. TERMINATION OF THE LEASE:

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. 14 days prior to the termination date in cases of failure to pay rent;
2. 3 days prior to the termination date in cases of engaging in criminal activity including drug-related criminal activity. PCHA has a one strike or zero tolerance policy with respect to violations of lease terms regarding drug-related and other criminal activities;
3. 30 days in all other cases.

B. In deciding to evict for criminal activity, PCHA shall have discretion to consider all of the circumstances of the case, including the 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.

C. In 1,2, and 3 of Section A above, the Notice of Termination shall state, in addition to all other legal requirements, the reason(s) for the termination, the Resident's right to make a reply, the Resident's right to examine documents directly relevant to the termination, and the Resident's right to a hearing in accordance with PCHA's Grievance Policy, which is incorporated into this lease by its reference.

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 13 years of age or older. Delivery to the Resident's household shall be by either certified mail (return receipt requested), first class mail, or by leaving it at the premises of the Resident. Notice to PCHA from Resident must be in writing and delivered to the Management Office by either certified mail (return receipt requested), first class mail, or by leaving it in the Dropbox. If Resident is visually impaired or requires translation services, 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, payments made by the resident, etc. shall be considered 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 the dwelling unit and surrounding premises.

21. ALTERNATIVE HOUSING ACCOMMODATIONS:

Resident, Resident's household members agree not to have alternative housing or reside out of the dwelling unit for more than 180 days. A Resident, Resident household member absent from the dwelling unit more than 180 consecutive days is considered permanently absent and no longer a Resident of PCHA. Resident, Resident's household members may be absent for up to 180 days, however notice of such an absence should be provided to PCHA within 30 days.

If Resident, Resident's household members reside out of the dwelling unit for more than 180 days, Management will assume the dwelling unit to be abandoned and will seek possession in accordance with Section's 16 & 17 of this lease.

Evidence of residency shall include, but not be limited to, delivery of mail, perishable foods in the unit, use of shower and toilet, clothes in the unit, and the testimony of neighbors.

22. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the PCHA's Grievance Policy, which is in effect at the time such grievance or appeal arises. PCHA's Grievance Policy is incorporated into this lease by its reference.

However, An action initiated by PCHA for eviction of Resident, Resident's household members in cases of engaging in criminal activity including drug related activities is not subject to its Grievance Policy.

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 court system.

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 PCHA's lease, enforce provisions of PCHA's policies, or to seek eviction of the Resident, Resident's household members from the premises, Resident shall be obligated to pay reasonable court costs and attorney's fees.

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

Resident, Resident's household members agree 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.

As a courtesy, not an obligation, of accumulations over 2 inches, 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, Resident's household members, or Resident's guests 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.

25. REPAIRS

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

Resident shall notify PCHA promptly of the known need for repairs to the dwelling unit and of known unsafe or unsanitary conditions in the dwelling unit or 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.

26. UNENFORCEABLE LEASE PROVISIONS:

The provisions of this lease are intended by the parties to be joint and several. 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.

The undersigned parties below do hereby acknowledge understanding of, acceptance of, and abidance to the terms, conditions, and provisions as set forth in this lease agreement.

The undersigned parties below do hereby acknowledge understanding of, acceptance of, and agreement to the incorporation of PCHA's Lease Attachment A - Pet Policy, Lease Attachment B - Firearms & Weapons Policy, Lease Attachment C - No Smoking Policy, Ameren Lease Addendum, Community Service Policy, Grievance Policy, Admissions & Continued Occupancy Policy (ACOP), Maintenance Charge List, Management Charge List, and all other policies, terms, and conditions used by PCHA to operate its public housing program into this lease agreement.

Resident understands that if there are any questions or concerns regarding legal rights, eviction activities, grievance matters, or any other matter, that the Resident has full right to contact legal counsel of their own choosing and cost for representation.

Resident declares they have received a copy of this lease agreement and also declare that the facts given regarding their application for public housing assistance are true and accurate to the best of their knowledge.

Resident understands that any misrepresentation, withholding, or giving false information to PCHA for matters such as, but not limited to, eligibility, rent determination, premises occupants, etc. during their tenancy may result in eviction, fines, and jail.

IN WITNESS WHEREOF, the parties have executed this lease agreement this _____ day of _____, _____ at Pike County Housing Authority, 838 Mason Street, Barry, Illinois 62312.

Resident

PCHA - Assistant Director

Resident

PCHA - Executive Director

Resident

Resident