

**THE HOUSING AUTHORITY OF THE COUNTY OF DEKALB**

310 N. Sixth Street  
DeKalb, IL 60115  
(815)758-2692

**PUBLIC HOUSING LEASE**

1) **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of the County of DeKalb, referred to as Landlord, and, the occupying family, referred to as the Tenant. The Landlord leases to the Tenant the premises located at:

<<Unit Street Number>> <<Unit Street1>>, Apt. <<Unit BoxApt Num>>,  
<<Unit City>>, IL <<Unit Zip>>

Tenant Unit Number: 13-089-O<<Unit Label>-O1 Bedroom Size: <<Bedrooms of Unit>>

The premises leased are for the exclusive use and occupancy of the Tenant and the Tenant’s household consisting of the following named persons who will live in the dwelling unit (all members of the household age 18 and over shall execute the lease):

Name — Relationship	Date of Birth	Social Security Number
<<First Name>> <<Last Name>> - Head	<<Date Of Birth>>	<<Social

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Tenant is incapable of complying with this Lease, the Landlord should contact the following person:

Printed Name	Address	Phone Number
--------------	---------	--------------

2) **LEASE TERM:** This Lease shall begin on <<Rent Start Date>>. The initial term shall be Twelve (12) months, unless modified or terminated in accordance with this Lease. The Lease is automatically renewable for successive terms of Twelve (12) months except for noncompliance with the community service requirements or participation in an economic self-sufficiency program for applicable households.

3) **RENTAL PAYMENT:** Tenant shall pay monthly rent of \$\_\_\_\_\_.  
 This rent is based on the Landlord-determined flat rent for this unit.

This rent is based on the income and other information reported by the Tenant.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family’s income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at The Housing Authority of the County of DeKalb office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments of rent and other charges must be paid by personal check, money order or certified check. **CASH PAYMENTS ARE NOT ACCEPTABLE.**

If Tenant fails to make the rent payment by the 7th day of the month, a Landlord’s Fourteen Day Notice will be issued to the Tenant. A late charge will be assessed for late rent or other charges paid after the seventh calendar day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a returned check fee will be charged.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged with the actual cost of such proceedings.

- 4) **SECURITY DEPOSIT:** The Tenant agrees to pay the amount of \$ 200.00 to the Landlord as a Security Deposit.

With the approval of the Landlord, the security deposit may be made in payments. At least \$50.00 must be paid prior to occupancy and a minimum of \$25.00 per month can be paid in monthly payments until paid in full.

Within 30 days after the Tenant has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Tenant with a written list of any charges made against the Security Deposit. If the Tenant disagrees with the amounts deducted, the Landlord will meet with the Tenant to discuss the charges.

- 5) **OCCUPANCY:** The Tenant shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord. The Tenant shall not provide accommodations for boarders or lodgers.

**The Tenant shall be obligated:**

- a. Not to permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days in a twelve month period without obtaining the prior written approval of the Landlord;
- b. Not to sublet or assign the unit, or any part of the unit;
- c. To abide by necessary and reasonable regulations promulgated by the Landlord for the benefit and well-being of the development and the tenants;
- d. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- e. To refrain from and to cause the household and guests or other persons under the Tenant's control to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or development;
- f. Not to engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- g. To act or cause household members or guests to act in a manner which will not disturb the other Tenants peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition;
- h. To assure that the tenant, any member of the household, a guest, or another person under the tenant's control, shall not engage in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority of the County of DeKalb's public housing premises by other residents, employees or agents of the Housing Authority of the County of DeKalb, or
  - (2) Any violent or drug-related criminal activity on or off such premises.

Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for the eviction from the unit.

The term "drug-related criminal activity" means the 1) illegal 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 (21 U.S.C. 802)), 2) Violations of the Drug Paraphernalia Control Act 720 ILCS 600/1 et. seq., Illinois Controlled Substance Act 720 ILCS 570/100 et.seq., or the Illinois Cannabis Control Act 720 ILCS 550/1 et.seq.

- i. To agree that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the Housing Authority shall not be liable to the Tenant or Tenant's family, employees, invitee's or licensees for any damage, loss, theft or destruction thereof. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired;
- j. Not engage in any actions that cause any fire on Housing Authority property intentionally, through negligence recklessness or careless disregard;

- k. To refrain from and cause any member of the household, guests and other person under the tenant's control to refrain from 1) engaging in any activity, including any physical and/or verbal assaults that threaten the health, safety or right to peaceful enjoyment of the premises by other tenants, Housing Authority employees or agents or persons residing in the vicinity of the premises;
- l. Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other Tenants;
- m. With the written permission of the Landlord, the Tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Tenants. All such related uses of the premises must meet all zoning requirements and the Tenant must have the proper business license;
- n. The Tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Tenants guests, visitors and, with the consent of the Landlord, foster children and/or adults and live-in care giver of the Tenants family.

**6) CONDITION OF DWELLING:**

Move-in-Inspection: The Landlord and Tenant or representative shall inspect the dwelling unit within 30 days of occupancy by Tenant. The Landlord will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement retained in the Tenant's file. Any deficiencies noted on the inspection report will be corrected by the Landlord, at no charge to Tenant.

Other Inspections: The Landlord will inspect the unit at least annually to check needed maintenance, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

Move Out Inspections: The Landlord will inspect the unit at the time the Tenant vacates the unit and give Tenant a written statement of the charges, if any for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Landlord.

- 7) UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control: (If indicated by an (X) below, Landlord provides the indicated utility as a part of the rent for the premises):

Electricity     Natural Gas     Heat     Water

The Tenant agrees to maintain and pay for the following utilities:

Electricity     Gas for Heat     Water and Sewer     Cable

If indicated by an (X) above, Landlord shall provide Tenant with a Utility Allowance. The Utility Allowance Schedule for Tenant Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Tenant shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

**8) RENT RECERTIFICATIONS:**

Each year, by the date specified by the Landlord, Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, family composition and other information as required by this lease (e.g. automobile and pet information). The Landlord shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenants rent. The established rent shall remain in effect for the next year unless adjusted by the Housing Authority in accordance with the terms and conditions of this lease. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Housing Authority in compliance with HUD regulations and requirements and in accordance with the Housing Authority's Admissions and Continued Occupancy Policy (ACOP) [24 CFR 966.4 (c)]. At the time of the annual review, the landlord shall advise the Tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following the initial increase for "Qualified Families" as defined by HUD's Earned Income Disallowance (EID) [24 CFR 960.255].

- 9) INTERIM RENT ADJUSTMENTS:** Tenants MUST report within 10 business days to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertification's:

- a. A member has been added to the family through birth, adoption or court-awarded custody;
- b. A household member turns 18 years of age;
- c. A household member is leaving or has left the family unit.

Tenants paying income based rent MUST report within 10 business days to the Landlord any of the following changes in household circumstances when they occur between annual Rent Recertification's:

- a. All increases in income of any household member.

In addition, Tenants paying income based rent MAY report the following activities that occur between annual Rent Recertification's:

- a. Decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or disabled heads of households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

The Housing Authority will conduct an interim reexam if warranted, a rent adjustment in each of the following instances:

- a. A family's gross income increases \$100.00 or more per month;
- b. For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12 month exclusion period (50 percent phase in period);
- c. If the family has reported zero income, the PHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income;
- d. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income;
- e. If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination;
- f. The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Tenant to determine if a decrease in the rent is warranted.

- 10) **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by the Landlord, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.
  - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Tenant reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
  - b. Rent Increases: The Landlord shall, process rent increases, so that the Tenant is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Tenant elects to change to or from flat rent calculation method.

- 11) **TENANT OBLIGATION TO REPAY:** Tenant's who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
- a. Tenant does not submit rent review information by the date specified in the Landlord's request; or
  - b. Tenant submits false information at admission or at annual, special, or interim review;
  - c. Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12) **MAINTENANCE:**

The Tenant Agrees To:

- a. Keep the dwelling unit and any other areas assigned for the Tenant's exclusive use in a clean and safe condition;
- b. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. Keep working batteries in smoke detectors and to refrain from removing the batteries from the smoke detectors;
- d. Keep fire stop suppression canisters in place at all times;
- e. Not litter the grounds or common areas of the property;
- f. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- g. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- h. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- i. Not park on Landlord property any vehicles without valid registration, current parking permit and being in inoperable condition. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Landlord. Any inoperable or unlicensed vehicle as described above will be removed from Landlord property at the Tenant's expense. Automobile repairs are not permitted on project site.
- j. Remove garbage and other waste from the dwelling unit in a clean and safe manner;
- k. Pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings facilities or common areas caused by the Tenant, his or her household guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Tenant shall be charged the actual cost the Landlord incurred, including labor, and
- l. Follow all pet rules as stated in the pet policy.

The Landlord Agrees To:

- a. Maintain the premises and the property in decent safe and sanitary condition;
- b. Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and the U.S. Department of Housing and Urban Development regulations;
- c. Make necessary repairs to the premises;
- d. Keep property buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Landlord;
- f. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant;
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to Local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection; and
- h. To notify the tenant of the specific grounds for any proposed adverse action by the Housing Authority and when applicable to inform the Tenant of his/her right to a grievance hearing under the Housing Authority of the County of DeKalb Grievance Procedure.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Tenant shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Tenant, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.

- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the Tenant, any member of Tenant's household, or guests caused the damage.

13) **RESTRICTION ON ALTERATIONS:** The Tenant shall not do any of the following without first obtaining the Landlord's written permission:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. Paint or install wallpaper or contact paper in the dwelling unit;
- c. Attach awnings or window guards in the dwelling unit;
- d. Attach- or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds, including landscaping of property;
- e. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. Install or alter carpeting, resurface floors or alter woodwork;
- g. Install washing machines, dryers, fans, beaters, or air conditioners in an unapproved dwelling unit;
- h. Place any aerials, antennas, satellite dish or other electrical connections on the dwelling unit;
- i. Install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. Operate a business as an incidental use in the dwelling unit.

14) **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Tenant of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Tenant shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15) **SIZE OF DWELLING:** The Tenant understands that the Landlord assigns and reassigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes applicable, the Tenant shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Tenant fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant. The Tenant may ask for an explanation stating the specific grounds of the determination, and if the Tenant does not agree with the determination, the Tenant may request a hearing in accordance with the Landlord's grievance procedures.

16) **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. Nonpayment of rent or other charges due under the Lease (i.e., utilities), or repeated late payment of rent (four times in any twelve month period);
- b. Failure to comply with all rules, regulations, terms and conditions, and policies set forth in the Admissions and Continued Occupancy Policy (ACOP), the Banning Policy, No Smoking Policy, House Rules and HUD Regulations, and abide by other necessary and reasonable polices, rules and regulations established by the Housing Authority. All of the above including the tenant's application are incorporated by reference in the lease and are for the benefit and well-being of the Housing Authority's properties, the community and residents. [966.4(f)(4)]
- c. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or annual Rent Recertification's, to attend scheduled reexamination interviews or to cooperate in the verification process if the Tenant has chosen to pay rent based on percent of income;
- d. Furnishing false or misleading information during the application or review process; assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;

- f. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Tenant's;
- g. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- h. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- i. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- j. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- k. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, employees/agents of the Landlord including failure to act or cause household members or guests to act in a manner that WILL NOT disturb other Tenant's peaceful enjoyment of their accommodations and be conducive to maintaining all Housing Authority Developments in a decent safe and sanitary condition;
- l. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- m. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- n. Failure to perform required community service or be exempted therefrom;
- o. Failure to allow inspection of the dwelling unit;
- p. Determination that a family member has knowingly permitted an ineligible non- citizen not listed on the lease to permanently reside in their public housing unit;
- q. Determination or discovery that a resident is a registered sex offender;
- r. Failure to maintain utility services;
- s. Discovery after admission of facts that made the Tenant ineligible;
- u. Discovery of material false statements or fraud by a Tenant in connection with an application for assistance or with reexamination of income.
- v. Violation of any Tenant obligation as set forth in Paragraph 5.
- w. Allowing a banned/barred individual to visit the unit.
- x. To act and cause any member of the household, a guest or other person under the Tenant's control, from displaying, carrying, discharging or threatening the use of a firearm or other weapon while on or near the property of the Housing Authority of the County of DeKalb. This subparagraph shall not interfere with a Tenant's lawful right to possess a firearm within the confines of the Tenant's dwelling unit. Tenant's who have an Illinois Firearm Owners Identification Card or an Illinois Concealed Carry License may carry their firearm directly to and from their dwelling unit and vehicle provided that they carry the firearm unloaded in a carrying case or disassembled and in a non threatening manner. Under no circumstances is a Tenant, any member of the household, a guest or other person under the Tenant's control permitted to wear a holstered or concealed firearm on or near the property of the Housing Authority of the County of DeKalb. Violation of this provision shall constitute a serious violation of the lease and shall be considered a threat to the health and safety of other tenants or employees of the Housing Authority of the County of DeKalb.
- y. If a tenant or any household member is a victim of domestic violence, sexual violence, dating violence or stalking, engaged in by any member of the household, or any guest or other person under the Tenant's control, this alone will not be cause for termination of the tenancy or occupancy rights.
  - i. The Landlord may remove a member from the Lease, without regard to whether the person is signatory to the Lease, in order to evict, remove, terminate occupancy rights or terminate assistance to any individual who is a Tenant or any member of the household, and who engages in criminal acts of physical violence against any Tenant, any member of the household or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence, who is also a household member.
  - ii. Once notified, the Landlord will comply with any court orders addressing the rights to access to or control of the Property, including civil protection orders: (a) issued to protect the victim and (b) issued to address the distribution or possession of property among family members in cases where a family breaks up.
  - iii. The Landlord maintains the right and authority to evict a Tenant or any member of the Tenant's household including a victim of domestic violence, sexual violence, dating violence or stalking for any violation of the Lease not premised on the act or acts of domestic violence in question.
- z. Any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Tenant shall be given written notice of the proposed termination, as Listed below:
- a. For failure to pay rent, at least fourteen (14) days;
  - b. For creation or maintenance of a threat to health or safety of other Tenant's or Landlord's employees, a reasonable time based on the urgency of the situation; or
  - c. For all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by Certified Mail, properly addressed, postage pre-paid. The notice shall:

- a. Specify the date the Lease shall be terminated;
  - b. State the grounds for termination with enough detail for the Tenant to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
  - c. Advise the Tenant of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.
18. **LEASE TERMINATION BY TENANT:** The Tenant shall give the Landlord 30 day's written notice before moving from the dwelling unit. If the Tenant does not give the full notice, the Tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-entered, whichever date comes first.

The Tenant shall remove all personal property from the Housing Authority Property when vacating or surrounding the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Housing Authority. Cost for storage and disposal shall be assessed against the former Tenant.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF TENANT:** Upon the death of a Tenant, or if there is more than one Tenant, upon the death of all Tenant's either the Landlord or the personal representative of the Tenant's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

If during the term of this Lease the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Tenant to comply with the Lease; then action shall be taken. The Landlord will assist the Tenant or designated member(s) of the Tenant's family to move the Tenant to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Tenant moving from the unit.

20. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Tenant: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Housing Authority of the County of DeKalb.

If the Tenant is visually impaired, notices shall be in accessible format.

21. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a tenant's criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority of the County of DeKalb or any drug-related criminal activity on or off the Housing Authority of the County of DeKalb's Public Housing premises shall be processed under the Grievance



Policy. This policy is posted in the Landlord's office where copies are available upon request; its terms are incorporated herein by reference.

22. **HOUSE RULES:** The Tenant agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants. Such rules may be modified by the Landlord from time to time provided that the Tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule.

Existing House Rules, if any, are posted in the property and are attached to this Lease.

23. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, sexual orientation, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

24. **TENANT'S CERTIFICATION**

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

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

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

**ATTACHMENTS TO THE LEASE:** The resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

**ATTACHMENTS**

- Terms and conditions of Lease Agreement
- General Fees and Charges
- Protect Your Family From Lead in Your Home (Family Projects)
- Move-in Information Sheet
- HUD Release of Information for Income
- Parking Policy
- VAWA (Pamphlet, Certificate, Summary)
- Things you should know (Fraud is it worth it?)
- Other \_\_\_\_\_
- Pet Policy
- Grievance Procedures
- House Rules
- Inspection Sheet
- Housing Authority Release of Information
- Emergency Phone Number List
- Banning Policy
- Public Housing Initial Choice of Rent Documentation
- No-Smoking Policy
- Asbestos Disclosure

**TENANT AGREEMENT**

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

TENANT SIGNATURES:

1) \_\_\_\_\_  
Signature Date

2) \_\_\_\_\_  
Signature Date

3) \_\_\_\_\_  
Signature Date

4) \_\_\_\_\_  
Signature Date

LANDLORD:

\_\_\_\_\_  
Signature Housing Authority Representative Title Date