



CHANGE

CHICAGO HOUSING AUTHORITY

FY2011 RESIDENTIAL LEASE AGREEMENT

Lease Part 1: The Residential Lease Agreement Terms and Conditions

The Lease Part 1 specifies the terms and conditions applicable to all Chicago Housing Authority (CHA) residents. **Each lessee receives a copy in the lease packet. The CHA Admissions and Continued Occupancy Policy (ACOP) is herein incorporated into the Residential Lease Agreement (Lease) by reference.**

Lease Part 2: Individual Resident Information

The Lease Part 2 is executed by the head and co-head of household (if applicable), and the CHA. It includes the following information specific to each family's circumstances:

- (a) Identification of all members of the family and household by dates of birth, their relationship to the head of household, and the last four digits of their Social Security numbers;
- (b) Unit address, occupancy date, development name, and client number;
- (c) Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any), and the amount of any other regular, reoccurring charges due under the Lease;
- (d) Utilities and appliances provided by the CHA and by the resident;
- (e) Identification of any accessible housing, alternate communication needs, or reasonable accommodations;
- (f) Signature line for the parties to the Lease; and,
- (g) A list of all pamphlets or informational materials provided to the resident at the time of admission and re-examination.

Lease Part 3: Definitions

The Lease Part 3 contains definitions of words used throughout Parts 1 and 2.

LEASE PART 1: Terms and Conditions

THIS RESIDENTIAL LEASE AGREEMENT (Lease) is between the Chicago Housing Authority (CHA) and/or its property manager(s) and the resident named in Part 2 (Resident). The CHA, relying upon data provided by the resident about income, family composition, and housing needs, leases to the resident the dwelling unit described in Part 2 of the Lease, executed by the resident and the CHA, subject to the terms and conditions contained in this Lease.

Section 1. Lease Term and Amount of Rent

- (a) The initial term of this Lease is 12 months, unless otherwise modified or terminated in accordance with this Lease. The Lease is automatically renewable except for noncompliance with the community service requirements or participation in an economic self-sufficiency program for applicable households.
- (b) The rent amount is stated in the Lease Part 2. Rent shall remain in effect unless adjusted by the CHA, in accordance with this Lease. The rent amount shall be determined by the CHA in compliance with United States Department of Housing and Urban Development (HUD) regulations.
- (c) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the fifth day of the month. If the fifth day of the month falls on a weekend or holiday, rent is due by 5:00 p.m. on the following business day.
- (d) Each time a resident's check for rent is not honored (due to insufficient funds) the CHA will collect a fee of \$30. If the resident's check is not honored three times during one lease term, the CHA will not accept personal checks during the remainder of that lease term.
- (e) During the annual re-examination process, residents will have a choice to pay either flat rent or income-based rent. (Utility allowances are not applicable to flat rent.)
- (f) **Notice of Rent Adjustment and Grievance Rights:** When the CHA makes any increase in the rent amount, the CHA shall provide written notice that states the effective date of the rent adjustment to the resident no less than 30 days prior to the effective date. In the event of rent decreases, the CHA may provide less than 30 days notice if necessary, in order to comply with the requirements set forth in Lease Part 1 Section 5(d) 1 and 2. The resident may ask for an explanation of the specific grounds of the determination of the CHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the determination, the resident shall have the right to request a hearing under the **CHA Resident's Grievance Procedure**.

Section 2. Charges in Addition to Rent

- (a) In addition to rent, the resident is responsible for the payment of any other charges not limited to those specified in Lease Part 2. The Notice of Charges in Addition to Rent shall advise the resident that he/she has the right to an explanation of the charge, and that disputes concerning charges may be resolved through the **CHA Resident's Grievance Procedure**.
- (b) **Reasonable Accommodations:** Qualified persons who request reasonable accommodations, in the form of equipment or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities, or grounds, will not be charged for the reasonable accommodation.

- (c) Charges in addition to rent are due on the first day of the month after the CHA has provided the resident a minimum of 14 calendar days notice. The additional charges will be added to and become part of the resident's monthly rental account if not paid in accordance with the notice received. The resident may be granted the opportunity to enter into a reasonable payment agreement based upon the resident's monthly adjusted income and payment history. Charges in addition to rent can include but are not limited to:
1. Payment of utility charges.
 - a) For resident-paid utilities, the resident may pay for some or all utilities directly to the utility company and receive a monthly utility allowance, which is factored in the rent calculation, as specified in Lease Part 2.
 - b) Utility reimbursement payments are made by the CHA on behalf of the resident directly to the utility provider when the rent calculation, after subtracting the utility allowance, yields a negative amount. If the resident's actual utility bill is less than the utility reimbursement, the resident will receive the savings in the form of a credit on the utility provider's billing statement. If the resident's utility bill is greater than the utility reimbursement, the resident must pay the excess amount directly to the utility provider.
 - c) For CHA-paid utilities, residents must pay any charges for excess consumption of utilities (i.e. charges over the monthly utility allowance granted) pursuant to Section X of the ACOP.
 2. Maintenance costs. The resident will be charged for services or repairs due to intentional, negligent, or reckless damage to the dwelling unit, assigned areas, common areas, or grounds beyond normal wear and tear caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guests. Charges will be made in accordance with the Schedule of Maintenance Charges posted by the CHA, or when work is not listed on the Schedule of Maintenance Charges, charges will be equivalent to the actual cost to the CHA for the labor and materials needed to complete the work.
 3. Installation charges. The CHA shall charge for the installation of approved resident supplied air conditioners and other approved appliances or equipment that require special wiring or structural changes to the dwelling unit or premises.

Section 3. Payment Location

Rent and other charges can be paid at locations specified in Lease Part 2. The CHA will not accept cash for rent payments or payments for charges in addition to rent. Notice of payment location changes will be provided to residents 30 days prior to the action.

Section 4. Security Deposit

- (a) The exact dollar amount of the security deposit is noted in Lease Part 2. Existing residents who have not paid a security deposit must pay a deposit of \$75.00 within three months of signing the Lease. Security deposits shall not be increased even if rent increases.
- (b) The CHA shall deposit the security deposit in an interest bearing account, supply the resident with information of the account and credit the resident's account on an annual basis, in accordance with state and local law and ordinances.
- (c) In accordance with state and local laws and ordinances, after proper notice that the unit has been vacated the CHA shall complete a move-out inspection and return the security deposit with interest to the resident. The security deposit is subject to the deductions stated in this section and in accordance with state and local law. If deductions are made, the CHA shall mail an itemized statement of the cause for the deductions to the last known address of the

resident vacating the unit, within 30 calendar days.

The CHA may use the security deposit at the expiration or termination of this Lease for the following:

1. As reimbursement for any rent that has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and
2. To reimburse the cost of repairing any damages caused by the resident, resident authorized members, resident's pet(s) and animal(s), or guest(s), or other person(s) under the resident's control, excluding reasonable wear and tear.

(d) The security deposit shall not be used by the resident to pay the first or last month's rent.

Section 5. Annual and Interim Re-examination of Rent, Dwelling Size, and Eligibility

The rent amount as stated in Lease Part 2 is due each month until the rent amount is modified or amended after an annual or an interim re-examination, as described in Sections VI and VII of the ACOP. Any changes in the lease must be in writing and result in a lease amendment or a newly signed lease.

(a) Annual Re-examinations:

In accordance with Section VI of the ACOP, residents and all authorized members will be re-examined annually to determine eligibility for continued occupancy. As part of this re-examination, the resident and all adult authorized members of the household, including any live-in aide, will undergo a criminal background check and credit report review. CHA will inform all residents how to obtain a free copy of their credit check. The Property Manager will provide a copy of the criminal background check to all residents who have been denied eligibility for continued occupancy due to criminal activity.

The resident must supply the CHA with accurate written information about family composition, citizenship and/or eligible immigration status, age of resident authorized members, income and source of income of all resident authorized members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in lease termination.

The resident and resident adult authorized members agree to comply with reasonable CHA requests for verification by signing releases or authorizations for third-party sources, including HUD Form 9886 and the CHA Authorization and Consent Release Form, presenting documents for review, or providing other suitable forms of verification. This information will be used by the CHA to decide whether the amount of the rent should be changed, whether the dwelling size is appropriate for the resident's needs, and whether the resident and other family members are in compliance with the terms and conditions of the lease agreement.

(b) Interim Re-examinations:

As specified in Section VII of the ACOP, if there are any changes in a family's income or household composition between annual re-examinations, an interim re-examination may be conducted. Certain changes require advance approval by the CHA.

(c) Hardship Suspension/Exemption from the minimum rent:

A minimum rent hardship suspension will be granted to a resident who requests and can document, that due to a financial hardship he/she is unable to pay the minimum rent amount.

If a resident paying minimum rent requests a hardship suspension, the CHA must suspend the minimum rent, effective the following month, and determine whether the resident qualifies for hardship exemption. A hardship suspension from the minimum rent does not mean the rent amount becomes zero (0). The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent. When appropriate, a hardship exemption will be granted considering the basis of the hardship and the amount the resident should be obligated to pay based on their income.

(d) Effective date of rent adjustments:

1. Timely Reporting (Within 10 calendar days of the occurrence)
 - Decreases - First day of the month after the decrease in income is first reported to the property manager.
 - Increases - First day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence)
 - Decreases - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance (EID) period will occur, whether reported in a timely manner or not.
 - Increases - The household will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.

(e) Retroactive rent charges will be applied only where it is found that the resident or resident authorized members have (1) misrepresented or omitted the facts on which the rent is based, so that the rent the resident is paying is less than the rent the resident should have been charged; or (2) is late in reporting in accordance with Section VII of the ACOP. The increase in rent shall be applied retroactively to the first of the second month following the event in which the misrepresentation or failure to report occurred.

(f) When the CHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the CHA error is discovered and proper notice of the rent increase has been given to the household pursuant to Lease Part 1 Section 1(f). If the CHA's rent calculation error resulted in an overpayment by the resident, the resident has a choice between a check for overpayment or a credit to their account.

Section 6. General Conditions for Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole domicile of the resident and resident authorized members.
- (b) The resident and resident authorized members shall have the right to exclusive use and occupancy of the dwelling unit. The resident and resident's authorized members shall not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence solely for the resident and resident authorized members named on the Lease. The CHA must provide prior written approval for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (d) The resident shall have the right to accommodate individual guests or visitors for a period up

to 30 calendar days in a calendar year; however, each visit cannot exceed seven consecutive calendar days. If the resident wishes a guest to remain longer than seven consecutive days or more than 30 calendar days in a calendar year, the resident must submit a written request to the property manager. The CHA will not unreasonably deny a request for an extension.

Section 7. Housing Transfers

The CHA has the authority to relocate a resident and resident authorized members to another unit in the same or different development under the CHA transfer policy, pursuant to Section V of the ACOP.

Section 8. Resident's Obligations

Residents and resident authorized members are obligated:

- (a) To comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety, and to allow the CHA to make necessary inspections of the resident's dwelling unit pursuant to Section VI. D. of the ACOP.
- (b) To obtain and maintain utility connections and comply with the CHA utilities policy (Section X of the ACOP). The utility bill must be in the name of a consenting adult authorized member of the household.
- (c) To personally refrain from and to cause resident authorized members, guests and other persons under the residents' control to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling unit or development, and to immediately notify the CHA of any damage in the dwelling unit.
- (d) To keep the dwelling unit and other such areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition, and to cure housekeeping violations within 30 calendar days of notice.
- (e) To buy and install working batteries in smoke and carbon monoxide detectors within the unit.
- (f) To act and cause resident authorized members and/or guests to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and that will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
- (g) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- (h) To provide appropriate climate control in the unit and take other measures to retard and prevent mold and mildew from accumulating in the unit.
 - 1. To remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
 - 2. To not block or cover any of the heating, ventilation or air-conditioning ducts in the unit.
 - 3. To immediately report to the management office:

- a) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or other common area;
 - b) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
 - c) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the unit; and
 - d) any inoperable doors or windows.
4. Resident further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.
- (i) To keep dogs, cats, other common household pets, and assistance animals on the premises, only in accordance with the Pet Policy located in section XIII of the ACOP. Pet Ownership requires prior written consent and approval of a pet application, which will become part of this Lease. Violations of the Pet Policy may result in lease termination.
 - (j) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
 - (k) To remove from CHA property any vehicles owned or in the control of the household, that are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, fire lane, or other CHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from CHA property at the resident's expense. Automobile repairs are not permitted on CHA property.
 - (l) To not change locks or install new locks or anti-theft devices without the written approval of the CHA. If the CHA approves the resident's request to install such locks, the resident agrees to provide a key for each lock. When this Lease ends, the resident agrees to return all keys to the dwelling unit to the property manager. The CHA will charge the resident \$35 for each key not returned.
 - (m) To abide by the necessary and reasonable policies and procedures established by the CHA, for the benefit and well being of the housing development and the residents, which shall be posted in the management office and incorporated by reference in the Lease.
 - (n) To refrain from and cause resident authorized members and guests to refrain from:
 1. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease.
 2. Engaging in any criminal activity that threatens the life, health, or property of other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
 - a) If a resident or an authorized member of a resident's lease is a victim of domestic violence, sexual violence, dating violence, or stalking, engaged in by a member of the resident's household or any guest or other person under the resident's control, then this alone will not be a cause for termination of the tenancy or occupancy rights.
 - b) The CHA may remove a member from the Lease, without regard to whether the

- member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or authorized member, and who engages in criminal acts of physical violence against the resident or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim (authorized family member) of such violence, who is also a resident or authorized member.
- c) Once notified, the CHA retains authority to honor court orders addressing the rights of access to or control of the property, including civil protection orders: (a) issued to protect the victim (authorized family member), and (b) issued to address the distribution or possession of property among authorized family members in cases where a family breaks up.
 - d) The CHA maintains the right and authority to evict a resident or authorized member of the resident'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 violence in question. The CHA must not subject an individual (authorized family member) who is or has been a victim of domestic violence, sexual violence, dating violence, or stalking to a more demanding standard than other residents in determining whether to evict or terminate.
 - e) The CHA maintains the authority to terminate the tenancy of any resident if the CHA can demonstrate that the resident, authorized members of the resident's household, any guest or other person under the resident's control, are causing an actual and imminent threat to other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
- 3. Engaging in any drug-related criminal activity on or off CHA premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance.
 - 4. Unless required by lawful employment, displaying, using, or possessing anywhere on CHA property any firearms, ammunition, or other weapons. It shall be a serious breach of the Lease for any resident or resident authorized members to display a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge the weapon or to inflict any injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of a weapon.
 - 5. Causing any fire on CHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
- (o) To refrain from and keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises. To have persons under the resident's control refrain from any drug-related criminal activity on the premises.
 - (p) To refrain from and prohibit resident authorized members or guests from allowing persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- 1. Cook County Electronic Monitoring Program: Resident must notify the CHA within 48

hours of the return of an authorized member who is a participant in the Cook County Electronic Monitoring Program to his/her unit. Failure of the resident to notify the property manager in a timely fashion is grounds for lease termination. Allowing residency of a participant in the Cook County Electronic Monitoring Program in the resident's unit who is not listed on the Lease as an authorized member for that unit is grounds for lease termination.

2. Illinois Department of Corrections Electronic Monitoring Program: Felons participating in the Illinois Department of Corrections (IDOC) Electronic Monitoring Program who are not listed as an authorized member of the resident's current lease are barred from entering or residing in the resident's unit. Allowing residency of a felon participating in the IDOC electronic monitoring program in the resident's unit who is not listed on the lease as an authorized member for that unit is grounds for lease termination.
 3. Residents and/or resident authorized members, who are found to be a participant in the Illinois Department of Corrections Electronic Monitoring Program based on the conviction where the underlining criminal activity is a violation of the lease, is caused for termination of tenancy of the household.
 4. Resident and/or resident authorized members, who are found to be a participant in the Cook County Electronic Monitoring Program, may be subject to termination of their tenancy of the household, pursuant to Section 16 of this lease, if the alleged criminal activity underlying their arrest is a violation of the lease.
- (q) To ensure that resident authorized members between the ages of 7 and 17 living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois. To ensure that children age 13 and under participate in day care, after school programs, or are otherwise adequately supervised when school is not in session.
- (r) To notify the CHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence, and to refrain from permitting any unauthorized persons to join the household.
- (s) To comply with the CHA Work Requirement (Lease Part 1 Section 21) and the Community Service and Economic Self-Sufficiency Requirement (Lease Part 1 Section 22).
- (t) To make an emergency or mandatory administrative transfer to another unit when required under the CHA transfer policy in Section V of the ACOP.
- (u) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, a member of the resident's household, or a guest of the household.
- (v) To refrain from providing accommodations to boarders or lodgers.
- (w) To refrain from allowing a former public housing resident, who was evicted from a federally-funded program for criminal activities to occupy their unit. The term to occupy means to reside in the unit.

- (x) To sign all necessary consent forms for the release of information that are necessary to complete the re-examination process, including but not limited to HUD Form 9886 and the CHA Authorization and Consent Release Form.
- (y) To allow CHA, its agents or contractors, access to the unit after proper notice, in accordance with Lease Part 1 Section 12.
- (z) To refrain from allowing a CHA-barred individual to visit the unit. See Section IV.D. of the ACOP for policy on barred visitors.

Section 9. Restrictions on Alterations

- (a) The resident agrees not to make alterations, additions, or improvements without first obtaining written permission from the CHA. Alterations include, but are not limited to:
 1. Changing or removing any part of the appliances, fixtures, or equipment provided by the CHA in the unit;
 2. Painting or installing wallpaper or contact paper in the unit;
 3. Attaching awnings or window guards in the unit;
 4. Attaching or placing any fixtures, signs, or fences on the building(s), the common areas, or the development grounds;
 5. Attaching any shelves, screen doors, or other permanent improvements in the unit;
 6. Installing washing machines, dryers, fans, heaters, or air conditioners in the unit;
 7. Placing any aerials, antennas, or other electrical connections on the unit or building exterior;
 8. Installing burglar bars and/or gates on the premises; or
 9. Having a waterbed on the premises.
- (b) Alterations, additions, and improvements that cannot be removed without permanent damage to the dwelling unit shall become the property of the CHA without compensation to the resident.
- (c) The CHA agrees to provide reasonable accommodations to an eligible qualified resident with disabilities, including making changes to rules, policies, or procedures, and making and paying for a reasonable accommodation to a unit or common areas. The CHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose an undue financial and administrative burden.
- (d) The CHA will consider the needs and concerns of victims of domestic violence, sexual violence, dating violence, or stalking when considering requests for alterations, additions, or improvements to the dwelling unit.

Section 10. Changes in the Household

- (a) Children born, adopted, and granted through a court-awarded custody agreement (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notification (within 10 calendar days of the occurrence) by the resident.
- (b) Pursuant to Section IV of the ACOP, the addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the CHA. The CHA will not approve lease addition requests for adults. Extenuating circumstances will

be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the CHA.

- (c) Prior written approval to add a live-in aide is required and shall not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria. A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a knowledgeable professional, to be essential to the care and well-being of the resident, (b) is not obligated for the financial support of the resident, and (c) who would not be living in the dwelling unit except to provide the necessary supportive services. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by CHA occupancy standards. However, a resident may request a transfer and/or a reasonable accommodation. Live-in aides have no rights as remaining family members upon the death, eviction, departure, or abandonment of the resident family.
- (d) The CHA shall approve or disapprove a resident's request to allow a foster child, foster adult, kinship care child, live-in aide, or adult to be added to the lease and move into the dwelling unit within 30 business days of receipt of the completed request package by the CHA Occupancy Department. This time period can be extended if there is a delay beyond the control of the CHA or the resident.
- (e) Resident authorized members who move out of the dwelling unit, for any reason, shall be reported by the resident to the CHA in writing within 10 calendar days of the occurrence. The resident shall complete a Move-Out Affidavit.
- (f) Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or over or an emancipated minor. Remaining family members must have lived in the unit as an authorized occupant on the Lease, for a minimum of three consecutive years (36 months) to become the head of household, and without any unauthorized extended absences.
- (g) If the head of the household leaves the unit without housing subsidy assistance (e.g. institutionalization, forming a new household in unsubsidized housing and giving their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.), the CHA may permit the remaining family members to continue to occupy the unit if there is one or more family members who is 18 years old or over on the Lease, living in the unit for a minimum of three consecutive years (36 months), and who can pass applicant screening. Continued occupancy by family members is not allowed when the head of household's move from the unit was initiated under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99, the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99, or Victims Assistance.
- (h) When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the CHA may offer either a HCV or a public housing unit to the permanent legal custodial guardian.

- (i) A new head of household, under the above paragraph (g), will be charged for any arrearages incurred by the former head of household. The CHA reserves the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
- (j) If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the CHA, any amounts due under the prior Lease or Leases may be charged and collected as if the amounts due occurred under this Lease.

Section 11. CHA Obligations

The CHA is obligated:

- (a) To maintain the dwelling unit and development in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable city building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep buildings, facilities, and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good and safe condition and working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the CHA. In multi-story buildings, the CHA agrees to keep the stairwells clean and free of debris.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a resident) for the deposit of garbage, rubbish, ashes, and other waste removed from the dwelling unit by the resident.
- (g) To supply running water, reasonable amounts of hot and cold water, and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
- (h) To notify the resident of the specific grounds for any proposed adverse action by the CHA, and when applicable, to inform the resident of his/her right to a grievance hearing under the **CHA Resident's Grievance Procedure**.
- (i) Reasonable Accommodations for Residents with Disabilities: Upon request and verification for structural modification or policy accommodation by a qualified resident with disabilities, or head of household on behalf of a family member with disabilities, the CHA will provide reasonable accommodations after determining that making the requested modification or accommodation would not result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such modification or accommodation would result in a fundamental program alteration or undue financial and/or administrative burden, the CHA will take alternate action to accommodate the individual. Reasonable accommodations will be provided pursuant to Section I of the ACOP and the **CHA Reasonable Accommodations Policy and Procedure**.

- (j) Where applicable, to abide by the terms and conditions of the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99.
- (k) To provide an explanation of the Lease provisions.
- (l) To comply with obligations under Violence Against Women's Act, including but not limited to assisting residents who are victims of domestic violence, sexual violence, dating violence, or stalking, consider lease bifurcation if applicable, maintaining confidentiality of information received, and selectively sharing information so as to maintain confidentiality. Information may be disclosed if required for use in an eviction proceeding, required by law, or with the resident's consent.

Section 12. Entry of Premises during Tenancy

- (a) Upon applicable and/or reasonable advance notice (48 hours prior to entry), any duly authorized agent, employee, or contractor of the CHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- (b) When the resident calls to request maintenance on the dwelling unit, the CHA shall acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance constitutes permission for the CHA to enter the unit and perform the maintenance. If the resident is not at home when the CHA performs the requested maintenance, the CHA shall leave a copy of the completed work order in the unit.
- (c) Aside from maintenance requests, the CHA shall give all residents a minimum 48 hours written notice that the CHA intends to enter the dwelling unit and state the reason for entry. Qualified residents with disabilities will be provided notice in the alternative format requested by the resident (e.g. Braille, large print, audiotape, etc.).
- (d) If necessary, notices for entry into the premises for extermination purposes can be posted to the resident's front door.
- (e) The CHA may enter the resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (f) If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the CHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

Section 13. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged to the extent that it creates conditions hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

- (a) CHA Responsibilities and Services: The CHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the resident. If the damage was caused

by the resident, resident authorized members, resident's pet(s), animal(s), guests, or persons under the resident's control, the reasonable cost of the repairs shall be charged to the resident. The reasonable period of time to abate and repair an emergency is 24 hours.

- (b) If necessary repairs cannot be made within a reasonable time, the CHA shall offer the resident decent, safe, and sanitary alternative accommodations.
- (c) If repairs cannot be made by the CHA within a reasonable amount of time, or if decent, safe and sanitary, alternative accommodations that do not contain hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if the resident rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the resident, resident authorized members, resident's pet(s), animal(s) guests, or persons under the resident's control.
- (e) If the resident's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and if a decent and sanitary alternative accommodation that does not contain hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.
- (f) Resident Responsibilities: The resident shall immediately notify the property manager of the damage to the dwelling unit that is hazardous to life, health, or safety of the occupants.
- (g) The resident agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) The CHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the resident except for injuries or property damage resulting from intentional or negligent acts or omissions on the part of the CHA, CHA representatives, or agents of the CHA.
- (i) All accidents involving injury or loss of property to the resident and/or resident authorized members, resident's pet(s), animal(s) guests, or persons under the resident's control must be reported, verbally or in writing, to the property management office within five business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the CHA with respect to said damages or injury.
- (j) CHA makes no representation that its premises are safe from the threat of theft, injury or damage to residents, residents' families, or the residents' property. CHA makes no representation that its gates, fences, locks, security or surveillance cameras, and other equipment and services are provided for resident's safety. Any such items are provided for the protection of CHA's property.

Section 14. Inspections

- (a) All inspections will be conducted to evaluate unit conditions, identify health and safety violations, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units. Annual and interim inspections will be done pursuant to Section VI. D. of the ACOP.

- (b) Move-in Inspections: The CHA and the resident or his/her representative shall inspect the dwelling unit prior to occupancy. The CHA shall give the resident a written statement of the condition of the dwelling unit and note any equipment provided with the dwelling unit. The statement shall be signed by the CHA and the resident or his/her representative. A copy of the statement will be retained in the resident's folder. Any deficiencies noted on the inspection report will be corrected by the CHA at no charge to the resident prior to move-in or within 10 business days after move-in, provided the defect does not render the unit uninhabitable. In the event the CHA fails to correct the deficiencies within 10 business days of the move-in, the resident may exercise the remedy described in Lease Part 1 Section 13(c).
- (c) Move-out Inspection: The CHA will inspect the dwelling unit at the time the resident vacates and give the resident a written statement of the charges, if any, for which the resident is responsible. In order to protect the resident's rights, the resident and/or representative may join in such move-out inspection, unless the resident vacates without notice to the CHA.

Section 15. Notice Procedures

- (a) Resident Responsibility: The Resident must personally deliver a written notice to the property management office or the central office of the CHA, or send it prepaid first-class mail properly addressed. Any notice to the CHA can be in an alternative format as a result of a request for a reasonable accommodation by a qualified resident with disabilities.
- (b) CHA Responsibility: All notices to residents must be in writing, except notices to residents with disabilities, which must be in the alternative format requested by the resident. Notices will also be available in Spanish or other languages as needed.¹
- (c) Notices for Lease Termination or non-renewal must be delivered to the resident or any adult resident authorized member (i.e. person age 18 years or over residing in the dwelling unit) or sent properly addressed by prepaid first class mail with a return receipt signed by the addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises.
- (d) Notices, other than a Notice for Lease Termination or non-renewal, may be delivered to the resident or any adult resident authorized member of the resident's household or sent by prepaid first class mail properly addressed to the resident except as provided in Section 12 (d) and (e).

Section 16. Termination of the Lease

For termination of the Lease, the following procedures and Section XIV in the ACOP shall be followed by the CHA and the resident:

- (a) The resident may terminate this Lease at any time by giving 15 calendar days written notice². Failure to give notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.

¹ Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program (e.g. public housing) needs service or information in a language other than English in order to be effectively informed of or to participate in the program, the CHA shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide information in appropriate languages to such persons.

² Exceptions may be made for documented victims of domestic violence, sexual violence, dating violence, or stalking.

- (b) This Lease may be terminated by the CHA at any time only for serious or repeated violations of material terms of the Lease. The Lease will be terminated if:
1. The resident fails to make payments due under the Lease;
 - a. This includes failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, authorized household member, pet(s), animal(s) or guest of the household.
 2. The resident and authorized household members fail to obtain and maintain utilities connected and comply with the CHA utilities policy (Section X of the ACOP);
 3. The resident or any authorized household members are in violation of the occupancy guidelines (Section II. J. of the ACOP);
 4. The resident or any authorized household members fail to abide by the necessary and reasonable policies and procedures established by the CHA, for the benefit and well being of the housing development and the residents, which shall be posted in the management office and incorporated by reference in the Lease.
 5. The resident fails to fulfill Resident Obligations set forth in Lease Part 1 Section 8;
 6. After admission, the CHA discovers material facts that would have made the resident ineligible during the initial screening process or re-examination;
 7. The CHA discovers material false statements or fraud by the resident in connection with an application for assistance or with re-examination of income;
 8. The resident allows an unauthorized individual to reside in the unit;
 9. The resident falsifies documents or provides misleading documents regarding any resident authorized member's illegal use of a controlled substance, abuse of alcohol, or rehabilitation of illegal drug users or alcohol abusers;
 10. The resident fails to notify the CHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 calendar days of the occurrence.
 11. The resident allows a CHA-barred individual to visit the unit. Refer to Section IV.D. of the ACOP for policy on barred visitors.
 12. The resident allows guests or visitors to remain in the unit for a time period that exceeds the limits stated in the CHA Visitors Policy in Section IV. D. of the ACOP without approval from the Property Manager.
 13. The resident fails to complete an annual or interim re-examination.
 14. The resident fails to supply information necessary to complete re-examination, including but not limited to Social Security numbers and Employer Identification Numbers;
 15. The resident fails to accept the CHA's offer of a lease revision or modification to an existing lease;
 16. The resident fails to sign the required consent forms for the CHA to conduct inquires into the resident and household member(s)' background at re-examination, including HUD Form 9886 and the CHA Authorization and Consent Release Form;
 17. The resident fails to comply with all responsibilities imposed upon the resident and resident authorized members by applicable provisions of the building and housing codes materially affecting health and safety.
 18. The resident refuses to allow the CHA to perform necessary unit inspections of the resident's unit pursuant to Section VI. D. of the ACOP.
 19. The resident or any authorized household members, visitors, guests, or persons under the resident's control fail to refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling units or developments.

20. The resident fails to immediately notify the CHA of any damage in the dwelling unit.
21. The resident fails to keep the dwelling unit and other such areas as may be assigned to the household for the household's exclusive use in a clean and safe condition.
22. The resident fails to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
23. The resident fails to cure housekeeping violations within 30 calendar days of notice.
24. The resident fails to buy and install working batteries in smoke and carbon monoxide detectors within the dwelling unit.
25. The resident fails to remove from CHA property any vehicles owned or in the control of the household that are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, fire lane, or other CHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from CHA property at the resident's expense. Automobile repairs are not permitted on CHA property.
26. The resident changes locks or installs new locks or anti-theft devices without the written approval of the CHA.
27. The resident, any authorized household members, visitors, guests or persons under the resident's control fail to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
28. The resident or any authorized household members fail to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
29. The resident fails to keep dogs, cats, other common household pets, and assistance animals on the premises, in accordance with the Pet Policy located in section XIII of the ACOP. Pet Ownership requires prior written consent and approval of a pet application, which will become part of this Lease.
30. The resident violates the CHA Pet Policy;
31. The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees or that in the case of the State of New Jersey is a high misdemeanor, or for violating a condition of probation or parole imposed under federal or state law;
32. The resident, any authorized member of the household, a guest, or another person under the resident's control engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of CHA, or persons residing in the immediate vicinity of the premises;
33. The resident, any authorized member of the household, a guest, or another person under the resident's control engages in any drug-related criminal activity on or off the premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;
34. The resident or resident authorized member is convicted of a felony within the past three (3) years, including, but not limited to convictions for:
 - a) Threats to or harassment of another person or actual or attempted injury, harm, or violence to another person.

- b) Offenses against property including, but not limited to burglary, breaking and entering, arson, or malicious destruction of property.
 - c) Robbery, theft, or the selling of stolen property.
 - d) The use of the online or internet access provided by CHA at the property for criminal activity.
 - e) The unauthorized use of the internet services provided to residents at the property or the physical communication lines used to provide internet services to other residents and/or units at the property.
 - f) Fraud against any government entity or agency involving any government program.
35. The resident or resident authorized member has a conviction for the manufacture or production of methamphetamine;
36. The resident or resident authorized member is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program, including the 10 year Illinois State Sex Offender Registration Act;
37. The resident or resident authorized member was involved in criminal and/or drug-related activity within the past three (3) years that was a threat to health and safety as determined by the use of a criminal background report;
38. The resident fails to refrain from and cause resident authorized members and guests to refrain from:
- a. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease.
 - b. Engaging in any criminal activity that threatens the life, health, or property of other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
 - i. If a resident or an authorized member of a resident's lease is a victim of domestic violence, sexual violence, dating violence, or stalking, engaged in by a member of the resident's household or any guest or other person under the resident's control, then this alone will not be a cause for termination of the tenancy or occupancy rights.
 - ii. The CHA may remove a member from the Lease, without regard to whether the member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or authorized member, and who engages in criminal acts of physical violence against the resident or other authorized members or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence, who is also a resident or authorized member.
 - iii. Once notified, the CHA retains authority to honor court orders addressing the rights of 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.
 - iv. The CHA maintains the right and authority to evict a resident or authorized member of the resident'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. The CHA must not subject an individual who is or has been a victim of domestic violence, sexual violence, dating violence, or stalking to a more demanding standard than other residents in determining whether to evict or terminate.
- v. The CHA maintains the authority to terminate the tenancy of any resident if the CHA can demonstrate that the resident, authorized members of the resident's household, any guest or other person under the resident's control, are causing an actual and imminent threat to other residents, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
 - c. Resident, the resident's authorized members, guests, or persons under the resident's control, unless required by lawful employment, shall not display, use, or possess anywhere on CHA property any firearms, ammunition, or other weapons. It shall be a serious breach of the Lease for any resident or resident authorized members, guest or persons under the resident's control to display a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge the weapon or to inflict any injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of a weapon.
 - d. Causing any fire on CHA premises, either intentionally or through gross negligence, recklessness, or careless disregard.
39. The resident fails to refrain from and prohibit authorized household members or guests from allowing persons who are under Electronic Home Detention Program (Home Monitoring/House Arrest Program) from entering or residing on the premises.
- a. Cook County Electronic Monitoring Program: Resident must notify the CHA within 48 hours of the return of an authorized member who is a participant in the Cook County Electronic Monitoring Program to his/her unit. Failure of the resident to notify the property manager in a timely fashion is grounds for lease termination. Allowing residency of a participant in the Cook County Electronic Monitoring Program in the resident's unit who is not listed on the Lease as an authorized member for that unit is grounds for lease termination.
 - b. Illinois Department of Corrections Electronic Monitoring Program: Felons participating in the Illinois Department of Corrections (IDOC) Electronic Monitoring Program who are not listed as an authorized member of the resident's current lease are barred from returning to the resident's unit. Allowing residency of a felon participating in the IDOC electronic monitoring program in the resident's unit who is not listed on the lease as an authorized member for that unit is grounds for lease termination.
 - c. Residents and/or resident authorized members, who are found to be a participant in the Illinois Department of Corrections Electronic Monitoring Program based on the conviction where the underlining criminal activity is a violation of the lease, is caused for termination of tenancy.
 - d. Resident and/or resident authorized members, who are found to be a participant in the Cook County Electronic Monitoring Program may be subject to termination of their tenancy, pursuant to Section 16 of this lease, if the alleged criminal activity underlying their arrest is a violation of the lease.
40. The resident or any authorized household members fail to refrain from allowing a former public housing resident, who was evicted from a federally-funded program for criminal activities to occupy their unit.
41. The resident or any authorized household members fail to refrain from providing

accommodations to boarders or lodgers.

42. The resident household is over the income limit of the housing program. The CHA will not evict a family for being over the income limit for public housing if the family currently receives an EID or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program;
43. The resident or any adult authorized household members fail to ensure that authorized household members between the ages of 7 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois.
44. The resident or any adult authorized household members fail to ensure that children age 13 and under participate in day care, after school programs, or are otherwise adequately supervised when school is not in session.
45. The resident and the live-in aide fail to complete and sign the CHA Lease Addendum for Live-In Aides;
46. The resident fails to allow the CHA, its agents or contractors, access to the unit after proper notice has been given to the resident as provided in Section 12 of the Lease;
47. The resident, any authorized members, guests, or persons under the residents control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual violence, dating violence, or stalking. The CHA will not hold the victim of any incident or incidents of actual and/or threatened domestic violence, sexual violence, dating violence, or stalking liable for lease violations; or
48. Any resident or adult authorized household member is found to be non-compliant with the CHA Work Requirement. This means that any adult household member who is neither exempt nor covered by the Safe Harbor Clause and is not employed on a regular basis as defined by the CHA Work Requirement.
49. The resident fails to make an emergency or mandatory administrative transfer to another unit when required under the CHA transfer policy in Section V of the ACOP.
50. Public housing dwelling unit is not the sole domicile of the resident and resident authorized members

(c) Compliance with Lease Terms

1. The CHA may terminate this Lease if, during the term of this Lease:
 - a) There is a serious or repeated violation of the material terms of the Lease by the resident, by reason of the resident's verified physical or mental impairment;
 - b) The resident does not make arrangements for someone to aid him/her in complying with the Lease; and
 - c) The CHA cannot make any reasonable accommodation that would enable the resident to comply with the Lease.
2. The CHA will cooperate with the resident, designated member(s) of the resident's family, or a live-in aide to identify more suitable housing and to assist the resident's move from the dwelling unit.
3. If there are no members of the resident's family who can or will take responsibility for moving the resident, the CHA will cooperate with appropriate agencies, including but not limited to, the Office of the Public Guardian or local protection and advocacy organizations, to secure suitable housing and terminate the Lease.
4. An incident or incidents of actual or threatened domestic violence, sexual violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

(d) Extended Absences

1. Residents must advise the CHA if they will be absent from their unit for more than 30 consecutive days. The head or co-head of household must also notify the property manager if the unit will be entirely vacated or if any authorized family member will be residing in his/her unit during the absence. Exceptions will be made in instances where the resident is a victim of domestic violence, sexual violence, dating violence, or stalking. To the extent that circumstances allow, residents shall notify the property manager, secure the unit, and provide a means for the CHA to contact the resident in an emergency. Residents who cannot provide proper notification due to long-term hospital admittance or a stay in a rehabilitative center may be eligible for a reasonable accommodation to this policy.
 2. Although a resident continues to pay rent and utilities, a resident may not be absent from their dwelling unit for longer than 90 consecutive days, or 180 days if the absence is due to verified medical reasons, without losing his/her rights to tenancy to the unit. If the resident exceeds the limit for absence, property management will take appropriate legal action, including lease termination and eviction. A resident who plans to be or is absent from his/her unit for longer than 90 days must inform their property manager to avoid lease termination. A resident may request in writing to have a longer absence approved. The CHA has full discretion of approval and will make the final determination on a case by case basis.
- (e) Remaining Family Members Eviction proceedings can be commenced if:
1. The remaining family members fail to inform the CHA within 10 calendar days of the death or departure of the former head of household;
 2. The remaining family members do not have a family member qualified to sign a new Lease as the new head of household or cannot pass screening;
 3. The CHA approved remaining family member fails to sign a new Lease within 30 days of approval of their request; and/or
 4. The household has pending rent default or criminal violations.
- (f) In deciding to evict for criminal activity, the CHA may consider all of the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by resident authorized members and the effects that the eviction would have on resident authorized members not involved in the proscribed activity. In appropriate cases, the CHA may permit continued occupancy by remaining authorized members and may impose a condition that resident authorized members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The CHA may 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 or visit in the dwelling unit.

The CHA will not be required to prove that the resident knew, or should have known, that the authorized member of the household, guest, or another person under the resident's control was engaged in the prohibited activity. However, the resident may raise as a defense that the resident did not know, nor should have known, of said criminal activity. The resident must prove such defense by the preponderance of the evidence.

- (g) If the CHA seeks to terminate/not renew the lease for criminal activity shown by the criminal background checks under Lease Part 1 Section 5(a), upon the resident's request, the CHA will supply the resident with a copy of the criminal background record prior to any proceedings to terminate.

- (h) This Lease will not be renewed and tenancy will be terminated at the end of the 12-month term by the CHA if non-exempt adult members of the resident family are not in compliance with the Community Service and Economic Self-Sufficiency Requirement described in Lease Part 1 Section 22.
- (i) The CHA shall give written notice of proposed termination in English, Spanish, or other languages as needed³ or, in the case of a resident with a disability, in an alternative format. The amount of notice requirement is:
 - 1. Fourteen (14) days in the case of failure to pay rent;
 - 2. A reasonable time, in accordance with state or local law or ordinance, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other residents, CHA employees, agents of CHA, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related criminal or violent criminal activity; or
 - 3. Thirty (30) days in any other case.
- (j) If the CHA prevails in an eviction action by obtaining an order for possession or if the parties agree in a stipulation, the resident will be liable for all costs awarded by the court, excluding the attorney's fees for the CHA, unless the resident prevails in the action.
- (k) A qualified resident with a disability may request a reasonable accommodation up until the time that they voluntarily vacate or are forcibly evicted from the dwelling unit.

Section 17. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the **CHA Resident's Grievance Procedure**, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.
- (b) The resident shall not be allowed to utilize the **CHA Resident's Grievance Procedure** for any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, CHA employees, agents of CHA, or persons residing in the immediate vicinity; any drug-related criminal activity on or off premises; or any activity resulting in a felony conviction.
- (c) In the case of a proposed adverse action, including a proposed Lease termination, the CHA shall not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- (d) When the CHA is required to offer the resident the opportunity for a grievance hearing and the resident has made a timely request, the tenancy shall not terminate, until the time for the tenant to request a grievance hearing has expired. If the hearing was timely requested, and the request is grievable under the **CHA Resident's Grievance Procedure**, tenancy shall not terminate until the grievance process has been completed and results have been forwarded to the resident, even if the Notice of Lease Termination has expired.

³ Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program (e.g. public housing) needs service or information in a language other than English in order to be effectively informed of or to participate in the program, the CHA shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide information in appropriate languages to such persons.

Section 18. Abandonment

- (a) In accordance with local law, the resident shall be deemed to have abandoned the dwelling unit when (a) the resident has provided the CHA with actual notice indicating intent not to return to the dwelling unit; (b) the resident has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period; or (c) the resident has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.
- (b) Seven days after the resident has been deemed to have abandoned the dwelling unit, the CHA may secure the dwelling unit and the resident shall be deemed to have abandoned any personal property remaining in the dwelling unit. The CHA may remove any personal property from the dwelling unit and dispose of it. Nothing in this section shall affect any other remedies provided to the CHA under this Lease.

Section 19. Lease Modifications, Riders, and Addendums

Any modification of this Lease must be accomplished by a written rider or lease addendum to the Lease executed by the CHA and the resident. The only exception to this rule is for modifications of rent pursuant to Lease Part 1 Section 5.

Section 20. CHA Leaseholder Housing Choice and Relocation Rights Contract

At the time this Lease becomes effective, all of the provisions contained in the *CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99* and the CHA *Relocation Rights Contract for Families with Initial Occupancy after 10/1/99* (the Contract) will apply to families as provided in the General Purpose Section of said Contract. All of the rights and provisions of the said Contract are incorporated by reference herein and made part of this Lease, as if more fully set forth herein. In the event of Lease termination for purposes of any temporary moves under the Contract, the provisions and rights of the said Contract will survive the termination of the Lease and will continue in effect.

Section 21. CHA Work Requirement

- (a) Every adult authorized member of a public housing unit, age 18 up to age 54, is required to be employed 20 hours a week as of January 1, 2010, unless the resident or authorized adult member of the household is exempt or granted Safe Harbor pursuant to Section VIII.E of the ACOP.
- (b) An exemption will be provided for residents and /or adult authorized members of the resident's household who are:
 - 1. 55 years of age or older;
 - 2. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1)) and certifies that he/she is unable to comply with the work requirement;
 - 3. The primary caretaker of a blind or person with a disability as defined in #2 above with supporting documentation;
 - 4. Retired and receiving a retirement annuity or pension;
 - 5. Single parent serving as the primary, full-time caretaker for children age one and under; or
 - 6. Receiving TANF and have an active Responsibility and Services Plan (RSP).
- (c) When a resident and/or an authorized adult member of the resident's household is unable to comply with the work requirement, he/she can request Safe Harbor consideration by showing appropriate documented information.

- (d) The resident and adult authorized members of the resident's household, who are approved by the CHA for Safe Harbor status, will be required to undergo an interim Safe Harbor re-examination with the property manager every 90 calendar days.
- (e) Any member of the resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA Work Requirement.
- (f) Residents and adult authorized members of the household may also meet the work requirement through any combination of employment, attendance at an accredited school, institution, training program, job readiness, GED or literacy program, internship, or work experience opportunity. Volunteer or community service opportunities are also allowable provided that the volunteer or community service is verified and constitutes no more than 50% of the required hours for the first two years of compliance.
- (g) Residents and adult authorized members of the household, who are in compliance with the CHA Work Requirement, are in compliance with Community Service and Economic Self-Sufficiency Requirement (Lease Part 1, Section 22).
- (h) Any non-exempt resident, who fails to meet the CHA Work Requirement and does not qualify for Safe Harbor, may be subject to Lease termination and eviction.

Section 22

Community Service and Economic Self-Sufficiency Requirement

- (a) Community Service and Economic Self-Sufficiency Requirements mandate that each adult household member not eligible for an exemption shall either contribute eight hours per month of community service within their community, participate in an Economic Self-Sufficiency program for eight hours per month, or a combination of both. Refer to Section VI.G. of the ACOP for the full policy on the Community Service and Economic Self-Sufficiency Requirement.
- (b) In the event the resident does not comply with Community Service and Economic Self-Sufficiency Requirement, the CHA will not renew or extend the resident's Lease upon expiration of the Lease term. The CHA shall take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of the resident's efforts to comply with this Section, the CHA reserves the right to enter into a written agreement with the resident before the expiration of the Lease term to cure any non-compliance with Community Service and Economic Self-Sufficiency Requirements.
- (d) Failure of the resident to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
- (e) Residents in compliance with the CHA Work Requirement (Lease Part 1 Section 21) are considered by the CHA to be in compliance with Community Service and Economic Self-Sufficiency Requirement.

****SIGNATURES REQUIRED ON LEASE PART 2.****

Client Number _____

Lease Part 2

1. THIS AGREEMENT is executed between the Chicago Housing Authority (hereinafter called "CHA"), and _____ (therein called "Resident").

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: The CHA, relying upon the representations of the Resident as to the resident's eligibility, income, deductions from income, preferences, household and housing needs, leases to the Resident a unit in accordance with the Lease Part 1: Terms and Conditions.

Resident (Head of Household): _____

Co-head (if applicable): _____

Street Address: _____ Apartment No.: _____

City: _____ State: _____ Zip Code: _____

Development: _____ Management Office: _____

3. Authorized Occupants: The Resident's household is composed of the authorized members listed below.

Name	Date of Birth – mm/dd/yy	Relationship to Head	Last Four Digits of Social Security Number
		Head	
		Co-Head	
		Foster Child	
		Foster Child	
		Live-in Aide	

4. Initial rent: Is prorated for a partial month and shall be \$ _____.

5. Monthly Rent: After the initial rent established in (4) above, rent in the amount of \$ _____ per month is due on the first day of each month.

This rent is: Income-based rent Flat rent

6. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below.

7. Renewal: Unless terminated as stated in the Lease Part 1: Terms and Conditions, this Lease shall be automatically renewed for successive 12-month terms. The monthly rent stated in #5 above will remain in effect unless adjusted in accordance with the Lease Part 1: Terms and Conditions. Adjustments to rent will be made by written notice to the Resident or by executing a new Lease.

8. Security Deposit:

- a) Resident agrees to pay \$ _____ as a security deposit in accordance with the Lease Part 1: Terms and Conditions and the ACOP.
- b) Security Deposits are held at Harris Bank, 111 West Monroe Chicago, Illinois 60602

9. Utilities and Appliances:

- a) The following utilities are furnished by the CHA, as checked below:
Heat Hot Water Cold Water Electricity Gas
- b) The following utilities are paid for by the Resident, as checked below:
Heat Hot Water Cold Water Electricity Gas
- c) The following appliances are supplied by the Resident with prior CHA approval, as checked below:
Stove Refrigerator Other Describe: _____

10. Utilities Allowances for Resident-Paid Utilities:

If the Resident pays for utilities or appliances, as indicated by an (X) in #9 above, the CHA shall provide the Resident with a utility allowance in the amount of \$ _____ per month, for which the Resident has the responsibility to maintain utilities connected in the unit and to make payments directly to the utility provider. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment. Utility allowances are not applicable to flat rent.

If the utility allowance is more than the Total Tenant Payment ("Utility Reimbursement"), the Resident shall receive the benefit of \$ _____ from the CHA toward a partial month's utility payment for the period beginning _____ and ending at midnight on _____. Utility reimbursements shall be paid by the CHA to the applicable utility provider on the Resident's behalf.

If the Resident's actual utility bill is less than the utility reimbursement, the Resident will receive the savings in the form of a credit on the utility provider's billing statement. By signing below, the Resident agrees to sign a third-party notification agreement with the utility provider so that the CHA will be notified if the Resident fails to pay the utility bill or if utility service will be disconnected.

11. Other Resident Responsibilities: Subject to reasonable accommodations, this Lease requires the Resident to assume the responsibilities listed below.

12. Accessible Features: The Resident has requested to the CHA and the CHA has verified the need for the following accessible features indicated below.

- _____ A separate bedroom _____ Unit for hearing-impaired
- _____ A barrier-free apartment _____ First floor unit

____ One-level unit
____ Unit for vision-impaired

____ Other _____

13. Alternate form of communication or format for written notices: The Resident has requested and the CHA has verified the need for the following alternate form of communication or format listed below:

14. Other Reasonable Accommodations: The Resident has requested and the CHA has verified the need for the following reasonable accommodations:

EXECUTION AND CERTIFICATION

By signature below, the Resident agrees to the Terms and Conditions of this Lease. By signature below, the Resident also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

I hereby certify that I have not committed fraud in connection with any federal housing assistance program. If I have committed fraud, such fraud was fully disclosed to the CHA before execution of the Lease or before CHA approval for occupancy of the unit. I further certify that all information or documents submitted to the CHA before and during the Lease term are true and complete to the best of my knowledge and belief. If I do give fraudulent information, I understand that my Lease may be terminated or my rent retroactively increased.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

Property Manager:

Date:

(A witness is only required where the resident's signature is a "marking".)

Witness:

Date:

ATTACHMENTS TO THE LEASE

Please initial that you received the following attachments and information:

- _____ Lease Part 1: Terms and Conditions
- _____ Admissions and Continued Occupancy Policy
- _____ CHA Resident's Grievance Procedure
- _____ Information on Lead Poisoning
- _____ CHA Civil Rights Information Sheet
- _____ Smoke Detector Acknowledgement Form
- _____ CHA Reasonable Accommodation Policy and Procedure
- _____ City of Chicago Residential Landlord/Tenant Ordinance Summary
- _____ House Rules, if applicable
- _____ Third-Party Utility Form
- _____ CHA Leaseholder Housing Choice and Relocation Rights Contract - 10/1/99, if applicable
- _____ CHA Leaseholder Housing Choice and Relocation Rights Contract - Post 10/1/99, if applicable
- _____ Domestic Violence Information Sheet
- _____ CHA Standard Charge List

Items listed above are subject to change and may be updated by the CHA.

STATEMENT ON RECEIPT OF INFORMATION ON LEAD POISONING

I certify that a copy of the above listed information regarding lead poisoning was provided as part of the move-in packet. The information was thoroughly explained and I understand the possibility that lead-based paint may exist in the unit.

Resident (Authorized Head of Household):

Date:

Co-head of Household (if applicable):

Date:

Lease Part 3: Definitions

1. Resident: The head of household and co-head, if applicable, who sign the Lease. Under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99 the term “resident” is referred to as “Leaseholder.”
2. Head of the Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, co-head, and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **24 CFR 5.504(b)**
 - a. The family may designate any qualified family member as the head of household.
 - b. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
 - c. Final approval of the head of household is based on the person passing CHA’s screening requirements.
3. Family Member(s): Any authorized persons whose names are included or added to the resident’s application and the Lease and who are members of the resident’s “family,” as defined in the ACOP. Family members have rights as remaining family members.
4. Household Member(s): Any authorized persons who are not family members but are members of the resident’s household and whose names are included or added to the resident’s application and the Lease. Household members are usually foster children, foster adults, and live-in aides. Household members do not have rights as remaining family members.
5. Resident Authorized Members: Authorized occupants who are either family members or household members and are referred to as “resident authorized members.”
6. Remaining Family Members: Family members listed on the lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy assistance (e.g. institutionalization) forming a new household in unsubsidized housing and given their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.). Continued occupancy by remaining family members is permissible only if:
 - (a) The family reports the death or departure of the head of household within 10 calendar days of the occurrence;
 - (b) The family member requesting to become the new head of household is age 18 years or over, has lived in the unit as an authorized occupant, on the Lease, for a minimum of three consecutive calendar years (36 months), has not had any unauthorized extended absences, and passes applicant screening;
 - (c) The CHA approved new head of household signs a new lease within 30 calendar days after the CHA approves the remaining family members; and
 - (d) There are no rent and/or criminal activity violations.
6. Dwelling Unit: The unit occupied by the resident.
7. Extenuating Circumstance: Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
8. Assigned Areas: Areas of public housing property that are assigned to residents for their exclusive use as part of their unit, (e.g. front and back porches, yards, etc.) and for which the resident and resident’s household are required to keep in a clean and safe condition by performance of housekeeping and/or maintenance upkeep.
9. Premises or Property: All of the property owned or operated by the CHA directly or indirectly including, but not limited to, stairways, landings, elevators, and solariums.
10. Total Tenant Payment: The highest of 30% of adjusted monthly income or 10% of gross monthly income. The

Total Tenant Payment is never less than \$75.

11. Tenant Rent: Tenant Rent shall be computed by subtracting the utility allowance for resident-supplied utilities (if applicable) from the Total Tenant Payment. In developments where the CHA pays all utility bills directly to the utility provider, Tenant Rent equals Total Tenant Payment.
12. Sole Domicile: The dwelling unit where a resident is not absent for more than 90 consecutive days in a lease term without prior approval from the property manager.