

## **TENANT SELECTION PLAN**

### **ST. EDMUND'S OASIS APARTMENTS Chicago, Illinois**

**"Development"**

### **ST. EDMUND'S OASIS LLC Chicago, Illinois**

**"Owner"**

### **GILEAD MANAGEMENT LLC Chicago, Illinois**

**"Management"**

#### **I. INTRODUCTION**

This Tenant Selection Plan ("TSP") outlines the procedures that Gilead Management LLC ("Management") will follow in selecting all tenants for the Low Income and Public Housing units of St. Edmund's Oasis ("the Development"). Management is responsible for implementing the procedures outlined in this Plan. St. Edmund's Oasis LLC is the "Owner." The Development is a new construction project of low density housing for families, consisting of 50% AMI, 60% AMI and Chicago Housing Authority ("CHA")/Public Housing Authority – Assisted (PHA) units, with a total of 58 units. Nineteen (19) of the units will create scattered site, replacement housing for public housing residents pursuant to the CHA's redevelopment plans. The units are arranged in one of either two designs: flats containing one-, two- or four-bedroom units on the ground floor with two three-bedroom duplex townhomes above; or three-flat apartment buildings.

The Relocation Rights Contracts recognize that the Owner may adopt property specific requirements governing eligibility for admission to and continued occupancy in St Edmund's Oasis. In addition, the CHA adopted a Minimum Tenant Selection Plan for Mixed-Income/Mixed-Finance Communities (the "MTSP") establishing minimum standards for owner adopted property specific criteria. This TSP includes property specific eligibility, admission and occupancy criteria that are consistent with the Relocation Rights Contracts and the MTSP.

## **FOR PHA-Assisted Units**

In circumstances where there is specific conflict between OASIS lease terms, rules, policies or procedures and the Chicago Housing Authority rules, policies or procedures, OASIS's lease terms, rules, policies or procedures will command, unless superseded by HUD regulations, federal or state laws, and/or local ordinance. Additionally, OASIS lease terms, rules, policies or procedures may be superseded by OASIS's specific adoption of CHA policies or procedures. Where OASIS's lease terms, rules, policies or procedures are silent, CHA policies and procedures may apply.

## **II. UNIT DISTRIBUTION**

St. Edmund's Oasis consists of a total of 58 new construction rental apartments and townhouse units. The unit-mix is comprised of eight (8) one-bedroom, fifteen (15) two-bedroom, thirty-one (31) three-bedroom, and four (4) four-bedroom units. All fifty-eight (58) units will be subject to the provisions of the Federal Low Income Housing Tax Credit program; twenty-seven (27) units at 60% AMI and thirty-one (31) units at 50% AMI. Additionally, nineteen (19) of the 50% AMI units will be leased to the CHA. The development will have twelve (12) ADA units, three (3) of which will be 504 units, and nine (9) of which will be Type A units. One (1) of the 504 units will go to CHA residents and three (3) of the Type A units will go to CHA residents; one (1) two-bedroom unit will be a 504 Type A unit, and one (1) one-bedroom and two (2) three-bedroom units will be Type A. There will be two (2) additional units set aside for the hearing and visually impaired. One of these units, a three-bedroom unit, will be set aside for CHA residents. The Development will offer rental units under the following reservations:

# of Units	Resident
27	Households with incomes no more than 60% of current area median income
12	Households with incomes no more than 50% of current area median income
19	Chicago Housing Authority households with incomes no more than 50% of current median income.
58	Total number of units

Thirty-nine (39) units are "Affordable Housing Units", and the remaining nineteen (19) will be reserved for Chicago Housing Authority (CHA) households ("CHA/PHA-Assisted Units"). The following policies and procedures will apply to all applicants, unless otherwise noted. Management recognizes that there are additional rights and responsibilities for PHA-Assisted units applicants under the Relocation Rights Contract (RRC) (Exhibit J, only in PHA Assisted Applicants package).

## **III. OCCUPANCY STANDARDS**

FINAL - ST. EDMUND'S OASIS  
LEASING DOCUMENTS - LEASE ADDENDUM - TENANT SELECTION PLAN  
FOR SUBMISSION TO HUD - NOVEMBER 2015

- A. The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy. In selecting a unit size for the applicant, Management's occupancy standards must comply with Federal, State, and local fair housing and civil rights laws, landlord-tenant laws, and zoning laws.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4
3	4	6
4	6	8

- B. Notwithstanding anything to the contrary, if during the term of any lease, a child is born or a child under the age of one is adopted by Tenant, and as a result of such birth or adoption, the occupancy standard established above shall be violated, the Tenant shall not be required by Landlord to move or transfer to a larger unit in order to comply with the occupancy standard until the conclusion of the term of the then-existing lease; provided however, that the Tenant shall at all times satisfy all other obligations under the Lease and Rules and Regulations applicable to the leased premises.

C. **Special Occupancy Categories**

All applicants given preference within a Special Occupancy Category must meet the eligibility and selection criteria outline in this plan. Applicants will be interviewed and processed as authorized in this plan, with exceptions below:

1. **Persons with Disabilities**

An applicant with disabilities will be given priority for accessible units if an accessible unit is requested and documentation of need is received. Unless an applicant requests placement in an accessible unit, Management will not inquire whether an applicant or a member of an applicant's household has a disability or inquire as to the nature or severity of the disability of such persons. If the applicant deems that the accessible unit is not appropriate for the household's needs, the applicant's name will return to its place on the Interested Person's List or Waiting List, as applicable.

IV. **EQUAL OPPORTUNITY POLICY**

A. **Non-Discrimination**

It is the policy of the Owner and Management to comply fully with all federal, state and local non-discrimination laws, including Title VI of the Civil Rights Act of 1964 and the

implementing regulations as 24 CFR Part 1; Section 3 of the Housing and Community Development Act of 1968, as amended; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; the Fair Housing Act as amended and the implementing regulations at 24 CFR Parts 100, *et seq*; the Americans with Disabilities Act; the Illinois Human Rights Act, 775 ILCS, Article 3; Violence Against Women Reauthorization Act ("VAWA") of 2005, signed into law January 5, 2006, as amended and applicable; and the Chicago Fair Housing Regulations, Chapter 5-8 of the Chicago Municipal Code.

**B. Reasonable Accommodation**

To assure compliance with the Fair Housing Act, Section 504 of the Rehabilitation Act ("Section 504") and the applicable provisions of the Americans with Disabilities Act (the "ADA"), Management maintains a Reasonable Accommodation Policy (Oasis) for the development. With respect to CHA/PHA – Assisted units the Development adopts the CHA Reasonable Accommodation Policy & Policy Procedure (Revised 11-2010) or subsequent versions of this policy and procedure for the CHA/PHA – Assisted units. Both policies provide for reasonable modifications in rules, policies, practices and services when necessary to afford a qualified individual applicant or resident with disabilities, an equal opportunity to use and enjoy a dwelling and participate in the housing, programs and services available at St. Edmund's Oasis. The Reasonable Accommodation Policy includes the following elements:

1. Reasonable accommodations will be made at the request of applicants and residents with disabilities to ensure the opportunity for equal access to housing, benefits and services.
2. At the time of initial application and at any recertification, a notice will be provided to each applicant or resident that describes Section 504 requirements, including the right to request a reasonable accommodation.
3. Intake, screening, recertification and other meetings will be conducted at accessible locations.
4. Forms and other documents to be completed by applicants will be available in accessible formats. Sign language interpreters and other auxiliary aides will be provided if requested by the individual with disabilities.
5. Any applicant or resident, whether or not a person with disabilities, may be assisted by a family member, friend or advocate in interviews and meetings with Management, and

in the completion of written forms. Upon request, Management will help an individual complete written forms.

6. When necessary to establish that an individual qualifies for an accommodation, documentation will be requested to verify the existence of a disability, as defined by Section 504 and the ADA, and to document the reasons that an accommodation is necessary.

**C. People with Limited English Proficiency**

The Owner and Management will take reasonable steps to ensure meaningful access to the housing and services available at the Development by people of limited English-speaking proficiency, in compliance with Title VI of the 1964 Civil Rights Act. In designing and implementing these steps, the Owner will take into account the following factors:

1. The number of people with limited English-speaking proficiency who are likely to come into contact with the housing and services at the Development.
2. The frequency with which such people will come into contact with Management and services providers at the Development.
3. The importance of the particular activity, service or interaction with an applicant or resident.
4. The resources available and the costs of taking the steps.

**V. MARKETING PROCEDURES**

**A. Affirmative Marketing Requirements**

Management will initiate affirmative marketing efforts ninety (90) days before any other marketing efforts. Management will send a letter to the groups listed on the outreach section of the Development's Affirmative Fair Housing Marketing Plan stating that the marketing of the Development is commencing. This letter will also contain descriptive information about the Development and solicit tenant referrals (Exhibit A).

In addition to the outreach activities stated above, Management will publish a General Notification. General Notification is the placement of suitable advertisements in newspapers identified in the Development's Final Marketing Plan and Affirmative Fair Housing Marketing Plan. Management will publish the General Notification ninety (90) days after all affirmative marketing efforts. The General Notification will include the following items: name, address and telephone number of the rental office, the approximate date units will be available. In addition, all printed advertisements will include the Fair Housing logo.

The General Notification will also request that persons interested in living in the Development should contact Management within fifteen (15) days of the date of publication of the General Notification.

**B. Marketing for PHA-Assisted Units**

The marketing of CHA/PHA-Assisted Units will begin by notifying the prospective residents provided by the CHA of the upcoming availability of units.

CHA will be the sole source of prospective public housing residents. The CHA will provide Management with sufficient training and instruction materials with respect to CHA policies and procedures governing leasing of CHA/PHA-Assisted Units.

**C. Additional Marketing**

If marketing efforts detailed above do not generate a sufficient number of persons interested in the Development, then Management will undertake additional marketing efforts as outlined in the Affirmative Fair Housing Marketing Plan.

**VI. ELIGIBILITY AND PRIORITY OF APPLICANTS**

**A. Eligibility of Applicants for Affordable Housing Units**

Applicants will be eligible for the Affordable Housing Units whose Heads of Household are employed. Applicants who are employed a minimum of 30 hours per week shall meet the employment requirement. An Applicant means Head of Household or Co-Head of Household. Additionally, all family members ages 18-61, other than the employed Head or Co-Head of Household, must be working 30 hours per week, be enrolled full-time and regularly attending secondary or post-secondary education program or involved in at least 30 hours per week of any combination of: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; and/or (4) a verifiable employment search or employment counseling.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older; (b) blind or disabled as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

The income limits used by Management for admission are established by HUD and usually change on an annual basis. In no case will an applicant be admitted to a LIHTC unit if the applicant family's income exceeds the LIHTC income limits. Additionally, an applicant must earn enough gross income to satisfy Management of an ability pay the rental amount. Generally, except for persons who are using third party rental subsidies, the applicant must earn at least 2.5 times the rental amount. Management, based on market conditions, may adjust this amount from time to time. Exceptions will be made for the elderly and persons with disabilities.

Efforts will be made to inform CHA RRC applicants/relocatees about opportunities to apply for Affordable Housing Units.

**B. Eligibility of Applicants for CHA/PHA-Assisted Units**

Management will follow the eligibility of selecting applicants for CHA/PHA-Assisted Units as outlined in the Relocation Rights Contract (Exhibit J), specifically subparagraph (4)(d). Applicants who are employed a minimum of 30 hours per week shall meet the employment requirement. An Applicant means Head of Household or Co-Head of Household. Additionally, all family members ages 18-61, other than the employed Head or Co-Head of Household, must be working 30 hours per week, be enrolled full-time and regularly attending secondary or post-secondary education program or involved in at least 30 hours per week of any combination of: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes; and/or (4) a verifiable employment search or employment counseling.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older; (b) blind or disabled as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

***"Working to Meet" – For CHA RRC Applicant Families***

The following "working to meet" designation shall only be available to CHA RRC Applicant families. Any Applicant families selected from any Chicago Housing Authority ("CHA") waitlist may not avail themselves of the "working to meet" designation.

The Head of Household or co-Head of Household of an RRC Applicant engaged in at least 30 hours of: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program; (3) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English

proficiency or literacy classes; and (4) a verifiable employment search or employment counseling.

All other members of an RRC Applicant household between the ages of 18 and 61 must: (1) contribute 8 hours each month of community services; or (2) participate in an economic self-sufficiency program for no less than 8 hours each month; or (3) must perform 8 hours of combined community service and self-sufficiency activities each month.

Notwithstanding the foregoing, a member of a household shall not be required to comply with the employment requirements when such member of the household is: (a) age 62 or older; (b) blind or disabled as defined under 42 U.S.C. 416(i)(1) or 42 U.S.C. 1382c and provides third party verification of same; (c) the primary caretaker of such a blind or disabled individual; (d) the primary caretaker of a minor and there is at least one additional adult member of the household who is employed at least 30 hours per week; or (e) retired and receiving a pension.

**C. Priority of Applicants for Accessible Units**

At the time of initial lease-up, Management will give priority for accessible units to families who include a household member needing the features of the unit. After initial lease-up, any unit that has been modified to be accessible will be offered first to any current resident of the Development who needs the special features of the unit and who is presently residing in a unit at the Development that lacks accessibility features. If no current resident has a need for the accessible unit, it will be offered to a qualified applicant on the appropriate waiting list who needs accessibility features. If there are no applicants on the appropriate waiting list who require an accessible unit, the unit will be offered to the next qualified applicant. The lease for the unit will require that the household agrees to promptly move, within 60 days of notification, to another unit in the Development, if a qualified applicant or resident needs the accessibility features.

Public housing units modified to be accessible, including VHI units, will be offered to families referred by the CHA that include a household member needing the features of the unit. If CHA is not able to identify and CHA households or applicants who require an accessible unit, any unit that has been modified to be accessible will be offered to a current resident of the Development that needs the special features of the unit and who is presently residing in a unit in the Development that lacks accessibility features. If no current resident has a need for the accessible unit, the unit will be offered to the next CHA HOP or CHA Waitlist qualified applicant. The lease for the unit will require that the household agree to promptly move within 60 days of notification, to another unit if a qualified applicant or resident needs the accessibility features. Public housing units certified by the CHA through a third-party architectural firm as fully compliant with the Uniform Federal Accessibility Standards (UFAS) or Section 504 units, will not float as these unique units have been verified by HUD as



counting toward CHA's federally-mandated count of fully UFAS-accessible units and will only house CHA families.

**VII. PRE-APPLICATION PROCESS**

**A. Pre-Application Card Processing**

**1. Distribution of Pre-Application Cards**

Management will provide a Pre-Application Card (Exhibit B) to all persons making inquiries about residing in the Development.

**2. Processing Pre-Application Cards**

- a) Management will file and log in order of receipt all returned Pre-Application Cards, indicating the time and date received. The Pre-Application Card log (Exhibit C) will indicate whether the applicant has any priority or requested an accessible unit.
- b) Management does not have to accept Pre-Application Cards after the date on which the Development reached ninety-five percent (95%) occupancy and the applicable Waiting List has been closed.
- c) Management will maintain on-site for a period of one year all Pre-Application Cards.

**B. Outreach to Waiting List**

**1. Definition of Waiting Lists**

Applicants who submitted Pre-Application Cards, but who Management did not contact for an interview or reject will receive a letter stating they are on an Oasis Waiting List and their position on the applicable Oasis Waiting List. An applicant's position on the Oasis Waiting List will be based on the chronological order in which an applicant's Pre-Application Card is received; provided, however, that priority will be given to those who qualify for any priority or Special Occupancy Category described in Section X. Those applicants Management deems ineligible based on the information provided in the Pre-Application Card will receive a rejection letter (Exhibit D) specifying the reason for ineligibility and informing the applicant that they can meet with Management to discuss the reason for ineligibility.

For CHA/PHA-Assisted Units, the CHA will provide Management with a waiting list in conformity to all applicable CHA requirements. CHA will be the sole source of prospective public housing residents. Management will use the mechanisms provided by the CHA to identify and track eligible PHA applicants.

The CHA will provide Management with sufficient training and instruction materials with respect to CHA policies and procedures governing leasing of CHA/PHA-Assisted Units. All offers of public housing units must be approved by the CHA and in conformance with governing CHA policies and procedures and public housing laws.

**2. Contacting Persons on the Oasis Waiting List**

- a) **Contact to Oasis Waiting List.** Management will contact applicants through the following process to schedule an interview. When a unit becomes available, Management will then telephone the selected applicant at least three (3) times within a forty-eight (48) hour period. If the applicant cannot be reached, a letter shall be sent by pre-paid First Class mail to the applicant requesting a date and time for an interview. If the applicant does not respond within ten (10) business days from the date Management sent its letter, then the applicant forfeits the opportunity to apply for the available unit, but will remain at the top of the applicable Oasis Waiting List. When a second unit becomes available, Management will send another letter to the applicant. If the applicant does not respond to the second letter, Management will deem the applicant inactive and remove the applicant from the Oasis Waiting List.
- b) If an applicant refuses a unit, the applicant remains at the top of the Oasis Waiting List. Management will send a letter to the applicant stating that after a second refusal of an available unit Management will remove the applicant from the applicable Oasis Waiting List and place the applicant in the inactive file.
- c) When an interview is scheduled, but the applicant fails to attend, Management will attempt to contact the applicant by telephone. Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period. If there is no contact made with the selected applicant, Management will place the applicant's Pre-Application Card in the inactive file. However, if Management does contact the applicant and the applicant had good cause to miss the interview, such as illness or accident, then Management will schedule another appointment. If the applicant again fails to attend the interview, Management will place the applicant's Pre-Application Card in the inactive file.
- d) For applicants on the Oasis Waiting List. Management will document all of its attempts at contacting the applicant (Exhibit E).

**3. Contacting Persons on the CHA Waiting List**

Management will utilize the CHA waiting list for public housing residents subject to the following requirements:

- a. CHA will provide Management with a list of potential tenants to lease the CHA/PHA-Assisted Units. The list will be comprised of referrals from former public housing residents covered by the RRC to fill the 19 CHA/PHA – Assisted Units. Management will engage in outreach from the referral list.
- b. The CHA RRC Applicants on the waiting list for CHA/PHA – Assisted Units shall be processed pursuant to the RRC, including the priorities detailed in the RRC and the HOP numbers given to each resident according to the RRC.

Upon the exhaustion of all CHA RRC Applicants, Applicant names supplied from the applicable internal CHA lists and the CHA Applicant waiting list will be placed on the waiting list based on the order already created under these lists.

- c. Management will maintain the CHA provided waiting list by the required number of bedrooms. Management also will indicate on this waiting list the following about each Applicant's family:
  - 1) Race / ethnicity;
  - 2) Determination of eligibility or ineligibility for selection and screening (including, for RRC Applicants, information that the resident is engaged in activities to meet the screening requirements);
  - 3) Preference determination;
  - 4) Date assigned to dwelling unit and identification of unit to which assigned, or date and unit offered and rejected with reason for the rejection noted; and
  - 5) Reason for removing Applicant from consideration for housing; i.e., upon Applicant's request, failure to communicate continued interest, or Applicant no longer qualifies.
- e. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, the Regulatory and Operating Agreement, other statutory requirements, and HUD regulations and policies, offers from the waiting list to appropriate sized units will be made after preferences are applied. Preferences for housing will be applied in accordance with the terms outlined in section 4 d. of the Relocation Rights Contract for all RRC Applicants awaiting CHA/PHA – Assisted Units. Upon exhaustion of the RRC Applicants, preference for CHA/PHA -

Assisted Units shall be determined in accordance with both current CHA policy and this Policy. There will be no preferences for housing applied for other LIHTC Units or Market Rate Units.

#### **4. Updating the Waiting List**

Following the completion of initial interviews, the Oasis Waiting List will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant on the Waiting List (Exhibit F). The letter will inform the applicant to return the included Reply Card (Exhibit G), if the applicant still wants to live at the Development. The applicant will have ten (10) business days from the date Management sent its letter to respond. If Management receives no response, Management will place the applicant's Pre-Application Card in the inactive file and send a letter informing the applicant of this action (Exhibit H).

Applicants for the CHA/PHA – Assisted Units will follow the procedures outlined by the CHA's Resident Services and Occupancy Departments.

Management will remove names from the Oasis Waiting List of applicants for the following reasons:

- a) Applicants who do not respond to the Management's request to attend meetings or provide and/or update information. When an interview is scheduled, but the applicant fails to attend, Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period. If there is no response from the applicant after three (3) attempts within forty-eight (48) hours, the applicant's name will be determined inactive and removed from the Waiting List.
- b) Applicant's whose correspondence the U.S. Postal Service marked as "Undeliverable."
- c) Applicant who have not returned a completed application within ten (10) business days from the date Management provided and application. Applicants with unusual circumstances may request, in writing, an extension of time, which Management can grant at its sole discretion.
- d) Applicants who Management determines are former tenants that owe money to the Development. Management will place these applicants on the Waiting List only after the applicant has paid the debt.

#### **5. Closing the Oasis Waiting List**

Once the number of Pre-Application Cards for a unit size equals three times the total number of units for that size inside the Development or if the Development has attained ninety-five percent (95%) occupancy, then Management does not have to accept any additional Pre-Application Cards.

<u>Unit Size</u>	<u>Maximum Pre-Application Cards per Unit Size</u>
1 Bedroom	24
2 Bedrooms	45
3 Bedrooms	93
4 Bedroom	12

**6. Reopening the Oasis Waiting List**

If, based on the maximum number of Pre-Application Cards, it is anticipated that all persons who have submitted Pre-Application Cards for a specific unit size and income tier will be housed within the next twelve (12) months, the Waiting List for that unit size and income tier only will be reopened and Pre-Application Cards will again be accepted. Management will present the notice of the reopening of the Waiting List to the public through marketing efforts outlined in the Affirmative Fair Housing Marketing Plan.

**VIII. APPLICATION PROCESS**

**A. Application Requirements**

1. Before completing the rental application, the applicant must complete a Pre-Application Card. This Pre-Application Card requests general information including name, address, household size, income, job status, full-time student status, and preferred unit size. Applicants for CHA/PHA-Assisted Units will not have to complete a Pre-Application Card.
2. Management will schedule interviews with applicants in accordance with the procedure outlined in Section (VII)(B). All members of the applicant household above the age of 18 must attend the interview. If Management determines based on the information provided in the Pre-Application card that a prospective applicant may be eligible and a unit is available, Management will have the prospective applicant complete a rental application at the Management Office. Management will require all members of the applicant household above the age of 18 to sign the rental application and release forms authorizing Management or a third party under contract with Management to determine if the applicant satisfies the Owner's Screening Criteria. Each Applicant will pay a non-refundable credit/background check fee of thirty-five (\$35) dollars. CHA will pay for all application fees for CHA RRC applicants for CHA/PHA-Assisted Units.
3. All applicants must pass all eligibility and screening criteria as stated in Section X Selection and Rejection Criteria.

4. Management or a third party under contract with Management, with respect to all applications for all household members 18 years and older, will take the following actions:
- a. Obtain a completed and signed rental application.
  - b. Obtain a credit and criminal background report.
  - c. Verify Social Security Card information for all household members age six (6) and older to certify that household member has not been assigned a Social Security number.
  - d. Verify documentation for household members who are non-citizens.
  - e. Obtain copies of birth certificates for all household members.
  - f. Determine and verify anticipated total annual income from all sources received by the household head and spouse, even if temporarily absent, and by each additional household member, including all net income derived from net family assets. Management will consider only the income the household anticipates obtaining in the twelve (12) months preceding the date of the rental application. If it is not feasible to anticipate a level of income over a 12-month period. Management will annualize the income anticipated for a shorter period. In the event anticipated income is zero, Management will require a notarized statement signed by all household members age 18 years or older demonstrating that no income is coming into the household. Income includes, but is not limited to, the following:
    - Full amount of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services
    - Net income from operation of a business or profession
    - Interest, dividends, and other net income of any kind from real or personal property (Where Net Family Assets exceed \$5,000 annually, see (4) of Net Family Assets)
    - Full amount of periodic payments for Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts including a lump sum benefit for the delayed start of a periodic payment, excluding lump sum payments of Social Security benefits
    - Unemployment, disability compensation, worker's compensation, and severance pay
    - Assistance from the Department of Human Services (DHS), such as Temporary Aid to Needy Families (If overpayment or reduction of a grant from DHS is established, the gross amount of the grant will be used for the calculation)
    - Alimony, child support payments, and regular contributions or gifts received from persons not residing with the household
    - All regular pay, special pay, and allowances of a member of the Armed Forces

**Income does not include:**

- Income that is temporary or not of a recurring nature
- Sporadic gifts
- Reimbursements of medical expenses for any family member
- Lump sum assets, such as inheritances, insurance payments, worker compensation settlements, capital gains, and any settlements for personal or property losses
- Hazardous duty pay for a household member in the Armed Forces
- Income from employed children, including foster children, under the age of 18 years
- Payment received for care of foster children or foster adults
- Payment or allowances from the Energy Assistance Program
- Amounts received from programs funded in whole or in part under the Job Training Partnership Act or Family Support Act
- Full amount of student financial assistance paid directly to the student or to the educational institution
- Amounts received from training programs funded by Department of Housing and Urban Development
- Amounts received by a disabled persons that are disregarded in determining Supplemental Social Security Income eligibility
- Amounts received to cover out-of pocket expenses necessary to participate in a publicly assisted program

**Net family assets include:**

- Cash
- Stocks
- Bonds
- Savings
- Value of equity in real property and other forms of capital investments excluding the cost that would be incurred in disposing of the assets

**Net family assets does not include:**

- Personal property
- In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered for less than Fair Market Value if it is received and is not measurable in dollar terms.

**B. Completion of the Application Process**

Management will process all applications within thirty (30) business days after the date of the applicant's initial interview if units are available or within five (5) business days of receipt of all required documentation, whichever is later. In the event that screening has

**FINAL – ST. EDMUND'S OASIS**

**LEASING DOCUMENTS – LEASE ADDENDUM –TENANT SELECTION PLAN**

**FOR SUBMISSION TO HUD –NOVEMBER 2015**

been completed for a non-CHA/PHA-Assisted unit, but no unit is available, the screening will remain in effect for a period of 120 days (4 months). In the event that screening has been completed for a CHA/PHA-Assisted unit, but no unit is available, the screening will remain in effect for a period of 90 days (3 months).

**C. Pre-Occupancy Orientation and Unit Walk Through**

If approved, an Applicant's attendance is required at an approved pre-occupancy orientation. The orientation will be designed by Management or a third party agency under contract to the Management.

Once a lease is fully executed, a physical inventory of the unit will be completed with the Resident using Management's check-in/check-out form. During the walk through of the unit, each head of household will receive a standardized verbal explanation for care of the unit. The Resident assumes responsibility for any damage to the assets in the unit and will sign the check-in/check-out form, detailing charge for any such damage.

**IX. ELIGIBILITY REQUIREMENTS**

**A. Income**

1. Twenty-seven (27) units are reserved for low-income households with incomes below sixty (60%) percent of Area Median Income, as established by the Low Income Housing Tax Credit rules and regulations for the appropriate household size.

Twelve (12) units are reserved for low-income households with incomes below fifty (50%) percent of Area Median Income.

Nineteen (19) CHA/PHA-Assisted Units are reserved for Chicago Housing Authority households with incomes no more than fifty (50%) percent of Area Median Income.

2. Applicants, with the exception of applicants for CHA/PHA-Assisted Units, must have income sufficient to pay the rent plus utilities assuming that no more than forty (40%) percent of the gross household income is used for that purpose.

**B. Sole Residence**

All units in the Development (Public Housing and Affordable Housing) must be the applicant's sole residence in order for the applicant to be eligible for housing at the Development.

**C. Full Time Students**



Applicants who are full-time students may reside in the unit, but may not be the head of the household and must meet any other requirements as established by the Low Income Housing Tax Credit Student Rule.

**D. PHA-Assisted Units**

Applicants and Residents who reside in CHA/PHA-Assisted Units must be approved and authorized by the CHA.

**E. Minimum Rents**

The minimum rent for CHA/PHA-Assisted Units is \$75.00/month.

**X. SELECTION AND REJECTION CRITERIA**

In accordance with VAWA, St. Edmund's Oasis LLC and Management shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence or stalking, if the applicant otherwise qualifies for assistance for admission, and nothing in this section shall be construed to supersede provisions of Federal, State and Local law that provide greater protection for victims of domestic violence, dating violence or stalking.

Meeting the eligibility requirements under Section X does not mean that an applicant will be a suitable tenant. Management will also consider the ability of the applicant to fulfill the obligations of tenancy, including paying rent and other charges, caring for and avoiding damage to a unit and common areas, and refraining from engaging in activities that would threaten the health, safety or right of peaceful enjoyment of the premises by others. For the purpose of the CHA Leaseholder Housing Choice and Relocation Rights Contract ("RRC"), the criteria under this Section X shall be deemed "property specific requirements." Management may reject an applicant for one or more of the following reasons (collectively, the Screening Criteria):

**A. Age and Cosigners**

Applicants must be at least 18 years old. No third-party guarantors, individuals who do not reside in the unit, will be accepted as co-signers on the lease.

**B. Insufficient/Inaccurate Information on Application**

Refusing to cooperate with Management during the application process, refusing to provide information required by Management, or supplying false information will be grounds for rejection.

**C. Credit, Financial Standing and Employment**

1. 70% R-1 and R-2 payment history is preferred for all unit types.

2. Management will assess the applicant's financial ability to pay rent. The total of the applicant's monthly unit rent plus utilities, with the exception of the CHA/PHA – Assisted units, should be less than forty (40%) percent of the applicant's gross income. Management will consider income ratios in the context of the applicant's credit, employment history, and potential for increases in income.
3. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below will be reviewed carefully, and may, in Management's sole discretion, and except as further set forth in Section X, for the CHA/PHA-Assisted units will be grounds for rejection:
  - a. No landlord collections/judgments/evictions within five years unless paid in full;
  - b. Any bankruptcy must be at least two years old, with no new negative credit history: provided, however, that an individual whose bankruptcy discharge date is within the last two years will receive further consideration by Management in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, or divorce. Management will give less negative weight to those bankruptcies that occurred earlier in the two-year period. Management will also give less negative weight to bankruptcies where bankruptcy debts did not include rental and utility payments. The decision to continue processing the rental application in light of such mitigating circumstances relevant to a bankruptcy will be made on a case-by-case basis.
  - c. No debt due to any public housing authority.
  - d. Management will not consider delinquencies for medical bills from hospitals or doctors and student loans.
  - e. Utilities must be established only in the leaseholder's name. Any outstanding delinquencies owed to utility providers must be paid prior to approval. An allowance may be made for a payment plan with a utility that is in good standing for six months and that utility's willingness to re-establish an account with the applicant. Management will require proof.

If Management rejects a rental application because of poor credit or financing standing, Management will provide the applicant with the reason for rejection and give the name of the credit bureau that provided the credit report. An applicant may appeal a rejection pursuant to Section (XII).

4. The inability to verify credit references may result in rejection of an application. Management will consider special circumstances in which the applicant has not established a credit history, such as income, age, or marital status. Lack of credit history will not cause an immediate rejection of an application.

5. The inability to verify income may result in the rejection of the application. Management will accept all legal forms of verifiable income. In the case of child support, the applicant must validate the child support payments by court documentation or a minimum of six consecutive months of cancelled checks, money order receipts, or cashiers' check receipts. If an applicant's income exceeds the limits on income restricted units, Management may offer assistance in finding the applicant a market rate apartment.

**D. History of Residency**

Prior evictions and/or unpaid landlord and/or housing judgments within the past five years will be grounds for rejection of an application.

The previous three (3) years of housing will be verified and documented for each applicant. This includes housing for applicants who were previously homeowners or lived with parents or guardians. Management will consider the following circumstances with respect to the applicant or any other person who will be living in the unit, and may be grounds for rejection of an application:

1. Any history of physical violence to persons or property.
2. Any behavior at prior residence that could adversely affect the health, safety, and quiet enjoyment of other tenants.
3. Any criminal activity by a guest or visitor of the applicant that threatened the health, safety or peaceful enjoyment of other residents.
4. A record of consistent failure to timely pay rent.
5. Applicant is in violation of applicant's current lease.
6. Any activity that involved causing a fire on or near residential premises, either intentionally, or through gross negligence or careless disregard.

**E. Criminal Activity/Drug-Related Activity**

1. Management will not admit an applicant if a background check reveals any of the following circumstances with regard to an applicant or member of an applicant's household which include prior convictions and/or arrests within the "Review Period" of the past five years, unless otherwise noted:

- a. Any applicant or member of applicant's household who is subject to a lifetime registration requirement or a 10 year registration requirement under the Illinois Sex Offender Statute or any other National or State Statute;
  - b. Any criminal activity during the period subject to review under Section 5(a)(2) of the Residential Lease Agreement, currently the past five years, or any successor provision thereto, the "Review Period", that involved physical violence to another person or property, assault, aggravated assault, or which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management or its employees, or those in the immediate vicinity;
  - c. Any drug-related criminal activity during the Review Period, including but not limited to the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;
  - d. Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, during the Review Period, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
  - e. Any criminal activity during the Review Period that involved arson.
2. The following circumstances will be grounds for rejection of an application or any other person who will be living in the unit, provided that such circumstances, including the period during which criminal activity occurred, will be considered on a case by case basis in light of mitigating circumstances by Management in its sole discretion, as specified in Section X below:
- a. In the past six-ten years any member of the applicant's household engaged in any criminal activity which would constitute a felony under applicable law;
  - b. Any criminal activity from the period further in the past than the Review Period but no more than ten years prior to screening, including:
    - i. Physical violence to another person or property, assault, aggravated assault, or activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management, or its employees;
    - ii. Any drug-related criminal activity, including but not limited to the illegal manufacture, sale, distribution, storage, service, delivery, or cultivation of a controlled substance;

- iii. Any criminal activity involving a weapon, as defined under the Illinois Criminal Code, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
  - iv. Any criminal activity that involved arson.
- c. Management determines that an applicant's use, pattern of illegal use, or pattern of possession of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, Management, or its employees. For the purpose of this plan, pattern shall mean more than one incident.
3. Mitigating circumstances are facts relating to the applicant's record of unsuitable behavior which, when verified, would indicate that the reason for the unsuitable behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one. Consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Management will consider the seriousness of the offense, whether or not the applicant was convicted of the offense, the circumstances surrounding the offense, and whether the offense occurred only once or was repeated. In addition, Management will consider at its sole discretion the following mitigating circumstances as support for an applicant's assertion that the applicant is no longer involved in criminal activity and that his or her prospect for lease compliance is acceptable:
- a. The applicant has no subsequent criminal history;
  - b. Verification from a probation or parole officer that the applicant has satisfied the terms of his or her probation or parole, if applicable;
  - c. Verification of the applicant's participation in services or counseling services;
  - d. Verification that the applicant has made restitution for his or her criminal activity, if applicable;
  - e. In connection with evidence of current illegal drug use, applicant provides:
    - i. Verification from a reliable certified drug treatment counselor or program administrator indicating that the applicant has been in treatment, that there is a reasonable probability that the applicant will be successful in refraining from using illegal drugs and that the applicant is complying with the program requirements and is not currently using a controlled substance. Management shall be the final judge of what constitutes adequate and credible verification.

- ii. Verification from a self-help program, such as Narcotics Anonymous, indicating that the applicant has been participating in their program, that there is a reasonable probability that the applicant will be successful in refraining from use of illegal drugs and is not currently using a controlled substance;
- iii. Verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with respect to refraining from the illegal use of a controlled substance; or
- iv. Negative results of an additional voluntary drug test, conducted at facilities that use the National Institute of Drug Abuse Guidelines and which screens for illegal drugs only, not properly prescribed prescription drugs containing controlled substances.
- f. In connection with applicants who are currently enrolled in a substance abuse treatment program, but who have a history of substance abuse treatment followed by recidivism, Management will require that the applicant provide evidence of circumstances described in Section (IX)(E)(3)(e) above and demonstrate why his or her current situation is more likely than in the past to lead to successful abstention from illegal use of controlled substances.

**F. Home Visits/Unsanitary or Hazardous Housekeeping**

- 1. Management, or an agency retained by Management, will conduct a home visit as a final step in the application process. Management will notify applicants at least two days before the scheduled visit. The purpose of the home visit is to determine whether the applicant and all potential occupants are capable of caring for a unit in a way that creates a healthy and safe living environment.
- 2. If the unit inspected as part of the home visit shows health or safety hazards caused by the applicant or other potential occupants, housekeeping that contributes to infestation, or damage to the unit caused by the applicant or other potential occupants, the application may be rejected. Management, or an agency retained by the management, may take photographs to document the applicant's housekeeping. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially disorderly if such conditions do not appear to affect the health, safety, or welfare of other residents.

If the home visit reveals that the applicant is currently permitting unauthorized occupants to reside in the unit, that the applicant or other potential occupants are engaged in criminal activity, or some other circumstances which are not consistent with the information presented

in the applicant's application, the applicant may be rejected. Management, or an agency retained by Management, will document any cases where a home visit results in a rejection.

**G. Pets**

St. Edmund's Oasis has a "No Pet Policy." Management will make reasonable accommodations for persons with disabilities who are in need of assistance animals.

**H. Child Care**

Children living in the Development must be adequately supervised. Applicants, at original occupancy and lease renewal, with children under thirteen (13) years of age must provide written verification to Management that adequate day care or supervision will be provided at all times, if there is no full-time adult supervision in the home, and written verification of school enrollment for children over six (6) years of age. Children must be properly supervised at all times or the lease may be terminated at Management's sole discretion.

**I. Other Basis for Rejection of Applicants**

1. At time of application, applicant submitted funds that were not honored by the financial institution from which they were drawn.
2. During interactions with Management, applicant appears drunk or under the influence of drugs, or is abusive as evidenced by objectionable conduct such as physical violence, threats, or profanity. Management shall maintain written documentation of such conduct and Management shall provide CHA with copies of such written documentation if PHA-Assisted Units are involved.
3. No appropriately sized units are available for Applicant's household size, as determined in Section VIII.
4. Applicant has attempted to bribe a member of staff in order to obtain an apartment.

**J. Factors Management Will Not Consider Concerning an Application**

- Race
- Marital Status
- Parental Status
- Sexual preference
- Source of Income
- Disability

- Ancestry
- National Origin
- Political Ideology
- Color
- Religion
- Age, as defined by Chicago Fair Housing Regulations
- Sex

**K. During the screening process, Management staff performing the review will consider the following before rejection of any application:**

1. If Management receives negative screening information on an applicant, Management will contact the applicant and set up a second meeting to determine whether mitigating circumstances exist that make it possible to approve the application.
2. If an applicant fails to satisfy the Screening Criteria and there is no evidence of mitigating circumstances, Management will reject the application. If an applicant is eligible and passes the Screening Criteria, Management will accept the applicant subject to the availability of units.
3. If rejected, an applicant may request an informal meeting with Management to determine whether the rejection was in compliance with the aforesaid procedures.

**L. Opportunity to Comply with Screening Criteria for CHA/PHA-Assisted Units—Relocation Rights Contract**

An applicant for a CHA/PHA – Assisted Unit who (1) is entitled to the rights afforded by the RRC and (2) does not satisfy the Screening Criteria in this Section X, but (3) is otherwise Lease Compliant pursuant to the RRC, will be conditionally accepted for occupancy of a CHA/PHA – Assisted Unit in the Development, but only if the applicant provides evidence sufficient, in Management’s sole discretion, to show that the applicant is engaged in activities designed to help the applicant meet the Screening Criteria within one year of occupancy, as required by this Section (X). By way of example only, the following could be submitted by an applicant to show participation in activities to meet Screening Criteria.

- In the case of an applicant whose screening reveals unpaid utility bills or excessive delinquent debts, such applicant could submit written third party verification that the applicant is participating in and fulfilling the terms of a payment plan designed to eliminate such bills or delinquent debt.

In the event that the applicant fails to satisfy the Screening Criteria, but is otherwise lease compliant, after one year of occupancy, Management shall notify the applicant and CHA,



and the CHA will to its best ability transfer the applicant to another public housing unit or to the HCV program (if eligible) outside the Development in accordance with the RRC.

**XI. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURE**

- A. Management will notify applicants upon successful completion of the application process at which time arrangements will be made, including a specific time schedule, for lease signing, payment of security deposit and first month's rent, and attendance at a tenant orientation.
- B. The applicant must pay the first month's rent and security deposit at the time the lease is signed in the form of a money order or cashier's check. The security deposit is equal to one month's rent. Residents of CHA/PHA-Assisted Units will pay a security deposit in accordance with CHA's security deposit requirements, which currently require payment of a deposit equal to the greater of \$75 or one month's rent, but in no event in excess of \$150.
- C. An applicant who Management has approved for an apartment must sign the lease, pay the rent and the security deposit, and take possession of the apartment on the scheduled move-in date. As a courtesy, Management will telephone an applicant to inform him or her that the rental application has been approved. In addition, Management will mail a "Welcome Letter" (Exhibit I) to the applicant that will include the next steps the applicant must take. An applicant who does not proceed with the move-in schedule outlined in the Welcome Letter may forfeit the designated apartment. If an applicant wishes to move in at a later date, but within a thirty (30) day period of the date that the rental application was approved, Management may offer an alternate apartment and move-in date based on availability. The above move-in procedure, to the extent inconsistent with the RRC, will not apply to current CHA Leaseholders who have been accepted for occupancy of a CHA/PHA – Assisted Unit.
- D. Before move-in, all family members 18 and older must complete a pre-occupancy tenant orientation at the location designated by Management.
- E. All applicants accepted for occupancy shall concurrently with lease execution, execute all applicable addenda and riders to the lease.

**XII. REJECTION PROCEDURES**

**A. Written Notification**

Management will promptly notify applicants in writing whose rental application has been rejected and will include the reason(s) for the rejection (Exhibit D). The notice will advise the applicant that he or she may within fourteen (14) business days of the receipt of the notice respond in writing or request to meet with Management to discuss the notice. The notice shall also inform the applicant that responding to Management's notice does not

prevent the applicant from exercising any legal rights. In the case of applicants for PHA-Assisted Units, Management shall provide a copy of such notice to CHA.

**B. Review of Rejected Applicants**

The applicant will have fourteen (14) business days to respond in writing or request a meeting with Management to appeal the rejection. An Applicant appealing a rejection of the basis of poor credit or financial standing will be given forty-five (45) days from management's receipt of an Appeal Request to dispute any information on the credit report. If forty-five (45) days lapse without the applicant disputing the information on the credit report, and the applicant has not pursued an appeal on other grounds pursuant to this Section, Management shall deem the application rejected and the applicant shall be required to re-apply for a unit in the Development. A member of the Management's staff who did not participate in the decision to reject the applicant will conduct any meeting with the applicant or review of the applicant's written response.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five (5) business days of Management's meeting with the applicant or Management's receipt of the applicant's written response. If Management reverses the rejection, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit. While an applicant's appeal is pending, no unit will be reserved for the applicant. An applicant whose appeal Management denies will not be offered a unit.

Current CHA Leaseholders or CHA RRC Applicants whose application to reside in a CHA/PHA – Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the CHA Grievance Procedure, request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. CHA Waitlist Applicants whose application to reside in a CHA/PHA – Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria may request a mitigating hearing with the CHA's Occupancy Department. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant.

**XIII. NO-SMOKING POLICY**

The premises known as St. Edmund's Oasis to be occupied by resident and members of resident's household, have been designated a smoke-free living environment. Resident and members of resident's household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident's dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building's entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees. Residents are responsible for the actions of their

household, their guests and visitors. If you are observed in violation of this No Smoking Policy it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, the resident will be responsible for all costs to remove smoke odor or residue upon any violation of this No Smoking Policy.

**XIV. AMENDING THE TENANT SELECTION PLAN**

Management may amend the Tenant Selection Plan only with prior written approval of the CHA. Notwithstanding the foregoing, Management may, without the consent of CHA amend this Tenant Selection Plan to bring it into compliance with existing fair housing or other laws.

**XV. CERTIFICATION**

Management certifies that the contents of this plan will be followed as written and that no other Tenant Selection Plan has been executed for the Development at this time or will be executed for the Development at this time, or subject to Section XIII, will be executed in the future without the written approval from CHA.

Submitted:

Management: Gilead Management LLC

Owner: St. Edmund's Oasis LLC

by: \_\_\_\_\_

by: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS TO TENANT SELECTION PLAN**

Exhibit A: Pre-Marketing Letter  
Exhibit B: Pre-Application Card  
Exhibit C: Pre-Application Log  
Exhibit D: Rejection Letter  
Exhibit E: Tenant Tracking Log  
Exhibit F: Update Waiting List Letter  
Exhibit G: Reply Card  
Exhibit H: Inactive Letter  
Exhibit I: Welcome Letter

FINAL – ST. EDMUND'S OASIS  
LEASING DOCUMENTS – LEASE ADDENDUM –TENANT SELECTION PLAN  
FOR SUBMISSION TO HUD –NOVEMBER 2015

**Exhibit J: Relocation Rights Contract**

**FINAL – ST. EDMUND’S OASIS  
LEASING DOCUMENTS – LEASE ADDENDUM –TENANT SELECTION PLAN  
FOR SUBMISSION TO HUD –NOVEMBER 2015**

**ST. EDMUND'S OASIS**

**APPLICANT INQUIRY**

Dear \_\_\_\_\_:

Date \_\_\_\_\_:

Thank you for your initial inquiry regarding housing at St. Edmund's Oasis. Residents will be selected only from those eligible persons who make formal application. We had numerous inquiries for our apartments.

We are now accepting pre-application cards from interested households. If you are still interested in living at St. Edmund's Oasis, please return the enclosed pre-application card by mail as soon as possible.

You may be eligible for a preference if one of the following conditions applies if you have been displaced: from an urban renewal area; by a disaster such as a fire or flood; by an activity carried on by an agency of the United States or by any State or local government body or agency. Households qualifying for a preference will receive assistance before any other applicant households that are not so qualified. If you feel you qualify for a housing preference, complete the appropriate certification form attached to this letter and return it along with your pre-application card by mail.

For households not claiming housing preference, screening will be conducted according to the order in which the pre-application cards were received.

Interview will be conducted at St. Edmund's Village Office, 6253 S. Michigan Ave., Chicago, IL 60637. Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

The St. Edmund's Oasis Development does not discriminate against any applicant on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, or handicap.

The St. Edmund's Oasis Development does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in its Federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part B dated June 2, 1988).

Kevina Bronaugh  
St. Edmund's Village Office  
6253 S. Michigan Ave.  
Chicago, IL 60637  
Ph: 773-493-2411

Sincerely,

Site Manager

# ST. EDMUND'S OASIS

## PRE-APPLICATION CARD

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_

Interested person for ☐ 1Br ☐ 2BR ☐ 3BR ☐ 4BR

Name (Head of Household): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Phone (Work): \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Would you be interested in a handicapped-accessible unit? ☐ Yes ☐ No

Do you feel you qualify for a housing preference? ☐ Yes ☐ No

Do you live/work in the Washington Park Community? ☐ Yes ☐ No

Annual Household Income: \$ \_\_\_\_\_ Date Apartment Needed: \_\_\_\_\_

Household data: Please list all persons who will occupy the unit:

<u>Name</u>	<u>Age</u>	<u>Relationship</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Optional and for Federally Subsidized Programs ONLY.

ETHNICITY: ☐ Hispanic or Latino ☐ Non-Hispanic or Non-Latino

RACE: ☐ Caucasian ☐ African American

☐ Asian ☐ American Indian or Alaskan

☐ Native ☐ Native Hawaiian or other Pacific Islander



## ST. EDMUND'S OASIS

### PRE-APPLICATION CARD LOG IN ORDER OF RECEIPT

**Check All That Apply**

[illegible]

## ST. EDMUND'S OASIS

### APPLICATION REJECTION

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your interest in renting an apartment at St. Edmund's Oasis. After careful consideration and review of your application, we regret we are not able to accept your application for tenancy at this time for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to appeal this decision, please contact the Gilead Property Management Office at (773) 493-2411 within 14 days of the date of this letter (excluding weekends and designated federal holidays) to schedule and appointment.

Regardless of whether or not you decide to respond to this notice, you may still exercise other avenues of relief available to you if you believe that you have been discriminated against on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorably military discharge, marital status, receipt of government assistance, or handicap.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (Voice) \_\_\_\_\_ Telephone (TDD) \_\_\_\_\_

Sincerely,

Property Manager





## ST. EDMUND'S OASIS

### WAITING LIST UPDATE

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

We are currently in the process of updating our waiting list for St. Edmund's Commons. Some time ago, you expressed an interest in living at our development, and your name was placed on the waiting list.

If you are still interested in living at St. Edmund's Oasis, enclosed is a card that must be returned to Gilead Property Management office, within 15 days (excluding weekends and designated Federal Holidays). Failure to return this information within this time period will result in your name being permanently removed from the waiting list.

It is not necessary to call or come in to the office at this time, as we do not have anything immediately available.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone (Voice)

\_\_\_\_\_  
Telephone (TDD)

Thank you for your interest in St. Edmund's Oasis.



## ST. EDMUND'S OASIS

### REPLY CARD

I AM STILL INTERESTED IN LIVING AT ST. EDMUND'S OASIS

APPLICANT NAME \_\_\_\_\_

CURRENT ADDRESS \_\_\_\_\_

\_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ CELL: \_\_\_\_\_

UNIT SIZE DESIRED    ☐ 1BR        ☐ 2BR        ☐ 3BR        ☐ 4BR

\_\_\_\_\_



### St. Edmund's Oasis

Tenant Tracking Log						
Application Number	Date Received	Name(s)	Unit Size	Approval Date	Reject/Cancel Date	Action
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

**St. Edmund's Oasis  
Management Office  
6253 S. Michigan Ave.  
Chicago, IL 60637  
Ph: 773-493-2411  
Fx: 773-493-4957**

Date: \_\_\_\_\_  
Application No. \_\_\_\_\_  
To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Application Cancellation**

**Dear Applicant(s);**

**Please be advised that we are canceling your application for housing at St. Edmund's Oasis as of \_\_\_\_\_, 20\_\_ for the following reason(s):**

- 1. You have notified us that you are no longer interested in an apartment here.**
- 2. You have not provided the additional information needed to complete or process your application.**
- 3. You did not keep your application appointment with us and did not request that we reschedule your appointment.**
- 4. We have had no response or have been unable to contact you at the address and/or telephone number provided to us.**
- 5. You have not contacted us within the past six months as required to maintain placement on our waiting list.**
- 6. Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If you disagree with this determination, please notify us IN WRITING within fourteen (14) days from the date of this letter to reactivate your application. We appreciate your interest in our apartments. Please let us know should you later wish to reapply.**

**Sincerely**

**Site Manager**

**St. Edmund's Oasis  
Management Office  
6253 S. Michigan Ave.  
Chicago, IL 60637  
Ph: 773-493-2411  
Fx: 773-493-4957**

**APPROVAL LETTER**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

This letter is to inform you that your application for residency at St. Edmund's Oasis has been approved. We thank you for your completion of all the necessary, and sometimes time consuming, paperwork.

Below is the list of the utility companies that will need to be contacted to place the utility services into your name(s). If the utilities are not placed into your name(s) within 3 days of your occupancy, the services will be disconnected.

Electric: ComEd  
Gas: Peoples Gas

Your scheduled move in date is \_\_\_\_\_, 20\_\_\_\_.

The calculation of your move-in monies due is listed below:

Security Deposit: \_\_\_\_\_  
Pro-rated Rent: \_\_\_\_\_

In addition please make sure to bring your proof of Renter's Insurance listing St. Edmund's Oasis as certificate holder.

If you should have any questions regarding this letter, please do not hesitate to contact me at 773-493-2411.

Sincerely,

Site Manager

# CHICAGO APARTMENT LEASE

<b>DATE OF LEASE</b>	<b>TERM OF LEASE</b>		<b>MONTHLY RENT</b>	<b>SECURITY DEPOSIT</b>
	<b>BEGINNING</b>	<b>ENDING</b>	<b>RENT-</b>	<b>\$75</b>

**LESSEE:**  
**NAME:**

**ADDRESS:**

**CITY:** CHICAGO  
**STATE:** IL  
**ZIP:** 60637

**LESSOR:**  
**NAME:**

**ADDRESS:**

**CITY:** CHICAGO  
**STATE:** IL  
**ZIP:** 60637

ST. EDMUND'S OASIS  
773-493-2411  
6253 S. MICHIGAN AVE  
CHICAGO  
IL  
60637

## AUTHORIZED OCCUPANTS

1.	2.
3.	4.
5.	6.
7.	8.

## ADDITIONAL COVENANTS:

*Resident Handbook & Lease Addendums*

**MAKE ALL PAYMENTS TO: ST EDMUND'S OASIS**

The following institution is where your security deposit will be held: Beverly Bank & Trust, 1525 East 53<sup>rd</sup> Street, Chicago, IL 60615. If the institution that your security deposit is being held shall change, you will be notified within 14 days of that change.

Current Rate: January 1, 2013 through December 31, 2013  
Rate for the prior two years:  
January 1, 2012 through December 31, 2012  
January 1, 2011 through December 31, 2011

## Security Deposit Interest Rate

0.057 percent  
0.073 percent  
0.073 percent

Initial Here

Initial Here

## APPLICATION AND OCCUPANCY NOTICE TO TENANT

LESSEE ACKNOWLEDGES THAT THIS LEASE HAS BEEN EXTENDED TO LESSEE PURSUANT TO AN APPLICATION THEREFORE SUBMITTED BY LESSEE. THE ACCURACY OF THE INFORMATION THEREIN CONTAINED IS A MATERIAL CONDITION OF LESSOR IN EXTENDING THIS LEASE TO LESSEE. LESSEE WARRANTS THAT ALL THE INFORMATION GIVEN BY LESSEE IN APPLYING FOR THIS LEASE IS TRUE AND ACKNOWLEDGES THAT PROVIDING FALSE INFORMATION IS A MATERIAL BREACH OF THIS LEASE. OCCUPANCY BY MORE PERSONS AS SET FORTH IN THIS LEASE OR APPLICATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE.

## NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this lease.

Initials of Lessee

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this lease as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the above noted premises, together with the fixtures and appliances belonging thereto, for the above Term:

**LESSEE**

**LESSOR**

DATE

DATE

**LESSEE**

FINAL-ST. EDMUND'S OASIS  
LEASING DOCUMENTS - LEASE  
FOR SUBMISSION TO HUD - NOVEMBER 2015

DATE

### LEASE COVENANTS AND AGREEMENTS:

**1. RENT:** Lessee shall pay to Lessor or Lessor's authorized agent, at the address set forth above, or as hereafter changed by written notice to lessee, as rent for the Premises, the sum stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

**2. LATE CHARGES:** Rent received by Lessor later than the 5<sup>th</sup> day of the month on which such payment is due shall bear a late charge of \$ 10.00 plus 5 % of any rent due in excess of \$ 500.00. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5<sup>th</sup> day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, the tenant shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent.

**3. SECURITY DEPOSIT:** Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee, including interest as provided by law. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

**4. POSSESSION:** If Lessor cannot deliver possession of the premises at the commencement of the lease term, the rent shall be abated until the premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the premises at the commencement of the lease term.

**5. CONDITION OF PREMISES:** Lessee has examined the premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute

conclusive evidence of Lessee's receipt of the premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this

lease or a rider hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the premises have been made by Lessor or his agent, unless expressed herein.

**6. LIMITATION OF LIABILITY:**

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or premises, or (c) acts or neglect of other tenants, occupants or others at the building.

**7. LESSEE TO MAINTAIN:**

Lessee shall keep the premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy. at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the premises, if the premises are not clean and in good repair, Lessor or his agent may replace the premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.

**8. USE OF PREMISES:** The premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which

may fall and injure persons below. Lessee shall not keep any pet in the premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck. Neither Lessee nor any other persons residing with or visiting Lessee shall not engage in or permit any act that is illegal or immoral on the premises. Neither Lessee nor any other persons residing with or visiting Lessee shall engage in any criminal activity including drug related activity on or near the premises, nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of the Lessor. Lessee shall be responsible for the conduct of all occupants and persons visiting the Lessee's unit.

**9. NO SMOKING POLICY:** The premises to be occupied by resident and members of resident's household have been designated a smoke-free living environment. Resident and members of the resident's household shall not smoke anywhere in the unit rented by resident, or in the common areas of the building where the resident's dwelling is located, including but not limited to the lobby, reception areas, vestibule, hallways, elevators, stairwells, community rooms, bathrooms, laundry rooms, and offices. Additionally, no smoking is permitted within 25 feet of the building's entry ways, porches and patios. This policy applies to all residents, guests, visitors, service personnel and employees. Residents are responsible for the action of their household, their guests and visitors. If you are observed in violation of this no smoking policy it will constitute both non-compliance of a material provision of the lease agreement and a serious violation of the lease agreement. In addition, the resident will be responsible for all costs to remove smoke odor or residue upon any violation of this No Smoking Policy. Smoking for purposes of lease enforcement of the no smoking policy set forth in Article IV of the ACOP, "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.

**10. APPLIANCES:** Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

**11. HEAT AND HOT WATER:** Lessor agrees to provide Lessee with heat and hot water in

sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof.

**12. DISTURBANCE:** Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the premises.

**13. ACCESS TO PREMISES:** Lessee shall permit the Lessor access to the premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

**14. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

**15. HOLDING OVER:** If the Lessee remains in possession of the premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental specified above. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

**16. FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the premises. Non-performance of any of



Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

**17. LIABILITY FOR RENT:** Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Landlord shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees) in connection therewith.

**18. BINDING EFFECT:** If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

**19. ATTORNEY'S FEES:** If Lessor commences legal proceedings to enforce the covenants of this lease due to Lessee's breach thereof, Lessee shall pay Lessor's reasonable attorney's fees incurred to enforce Lessee's compliance with the terms of this Lease.

**20. CONTINUOUS OCCUPANCY:** Lessee shall maintain continuous occupancy of the premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by the Lease to occupy the premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

**21. REMEDIES CUMULATIVE:** Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

**22. FIRE OR CASUALTY:** If the Premises, Building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made

necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

**23. SECURITY GATES OR BARS:** The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased premises caused by the installation and/or removal of such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the premises pursuant to this lease and commence proceedings to dispossess Lessee from the premises.

**24. MECHANIC'S LIENS:** Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

**25. RULES AND REGULATIONS:** Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments and inclusions hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

**26. SUBORDINATION OF LEASE:** This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

**27. SEVERABILITY:** If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

#### **RULES AND REGULATIONS**

1. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. Deliveries and moving of furniture must be conducted through the rear entrance of the building at times permitted by Lessor.

7. Lessee may not barbeque or operate cooking equipment on porches or balconies.

8. Lessee shall not dispose of rubbish, rags or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street. Lessee may put up signs on the windows or within the apartment supporting political candidate(s) beginning 30 days prior to an election.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not install a waterbed or any other unusually heavy item of furniture without prior written permission from Lessor.

12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

13. Lessor may bar individuals from the building and/or Lessee's premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.

#### **NON PHA-UNIT GUARANTEE**

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by non-PHA unit Lessee. Non-PHA unit Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**CITY OF CHICAGO  
RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY**

This Summary of the ordinance must be attached to every written rental agreement or be given to the tenant who has an oral rental agreement. Unless otherwise noted, all provisions are effective as of November 6, 1986. [Mun. Code ch. 5-12-170]

**IMPORTANT: If you seek to exercise rights under the ordinance, obtain a copy of the ordinance to determine appropriate remedies and procedures. Consulting an attorney would be advisable.**

**IMPORTANT NOTICE**

**A message about porch safety:** The porch or deck of this building should be designed for a live load of up to 100 lbs. Per square foot, and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.

**WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? [Mun. Code ch. 5-12-010]**

- Rental units with written or oral leases (Including all subsidized units such as CHA, IHDA, Sect. 8, etc.)  
**EXCEPT**
- Units in owner-occupied buildings with 6 or fewer units.
- Units in hotels, motels, rooming houses, unless rented on a monthly basis and occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied Co-ops and condominiums.

**WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? [Mun. Code ch. 5-12-040]**

The tenant, the tenant's family and guests must comply with all obligations imposed specifically upon tenants by the Municipal Code, including:

- Buying and installing batteries in smoke and carbon monoxide detector within tenant's apartment.
- Keeping the unit safe and clean.
- Using all equipment and facilities in a reasonable manner.
- Not damaging the unit.
- Not disturbing other residents.

**LANDLORD'S RIGHT TO ACCESS [Mun. Code ch. 5-12-050]**

- A tenant shall permit reasonable access to a landlord upon receiving 2 days notice by mail, telephone, written notice or other means designed in good faith to provide notice.
- A general notice to all affected tenants may be given in the event repair work on common areas or other units may require such access.
- In the event of emergency or where repairs elsewhere unexpectedly require access, the landlord must provide notice within two days after entry.

**SECURITY DEPOSIT AND PREPAID RENT [Mun. Code ch. 5-12-080]**

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- A landlord must pay interest for Security deposit and prepaid rent (eff. 1/1/92) held more than 6 months.
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damage can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and money for damages, within 7 days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1/1/92)

**WHAT ARE THE LANDLORD'S GENERAL DUTIES UNDER THE ORDINANCE?**

- To give tenant written notice of the owner's or manager's name, address and telephone number. [Mun. Code ch. 5-12-090]
  1. To give new or renewing tenants notice of:
  2. Code citations issued by the City in the past 12 months;
  3. Pending Housing Court or administrative hearing actions;
- Water, electrical or gas service shut-offs to the building during the entire occupancy. [Mun. Code ch. 5-12-100]

**FINAL-ST. EDMUND'S OASIS  
LEASING DOCUMENTS – LEASE  
FOR SUBMISSION TO HUD – NOVEMBER 2015**

- To maintain the property in compliance with all applicable provisions of the Municipal Code. [Mun. Code ch. 5-12-070]
- To provide tenants with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1/1/92) [Mun. Code ch. 5-12-130(j)]
- To not enforce prohibited lease provisions. [Mun. Code ch. 5-12-140]

#### **TENANT REMEDIES [Mun. Code ch. 5-12-110]**

##### **Minor Defects**

- If the landlord fails to maintain the property in compliance with the Code and the tenant or the tenant's family or guests are not responsible for the failure, the tenant may:
  1. Request in writing that the landlord make repairs within 14 days, and if the landlord fails to do so the tenant may withhold an amount of rent that reasonably reflects the reduced value of the unit. Rent withholding begins from the fifteenth day until repairs are made; OR
  2. Request in writing that the landlord make repairs within 14 days and if the landlord fails to do so the tenant may have the repairs made and deduct up to \$500 or 1/4 of the month's rent, whichever is more, but not to exceed one month's rent. Repairs must be done in compliance with Code. Receipt for repairs must be given to the landlord and no more than the cost of the repairs can be deducted from the rent; and also
  3. File suit against the landlord for injunctive relief.

##### **Major Defects**

- If the landlord fails to maintain the property in compliance with the Code, and the failure renders the premises not reasonably fit and habitable, the tenant may request in writing that the landlord make repairs within 14 days. If after 14 days repairs are not made, the tenant may immediately terminate the lease. Tenant must deliver possession and move out in 30 days or tenant's notice is considered withdrawn. (eff. 1-1-92)

#### **FAILURE TO PROVIDE ESSENTIAL SERVICES (heat, running or hot water, electricity, gas or plumbing) [Mun. Code ch. 5-12-110(F)]**

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
  1. Procure substitute services, and upon presenting paid receipts to the landlord, deduct the cost from rent; OR
  2. File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
  3. Procure substitute housing and be excused from paying rent for that period. The tenant also may recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent or portion thereof; OR
  4. Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1/1/92)
  5. Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession within 30 days or the notice of termination is considered withdrawn. (eff. 1/1/92)

**NOTE:** Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide

**Service.** For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given to tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1/1/92)

#### **FIRE OR CASUALTY DAMAGE [Mun. Code ch. 5-12-110(g)]**

- If fire damages the unit to an extent that it is in material noncompliance with the Code and the tenant, tenant's family or guests are not responsible for fire or accident, the tenant may:
  1. Move out immediately, but if this is done, the tenant must provide written notice to the landlord of the intention to terminate within 14 days after moving out.
  2. The tenant may stay in the unit, if it is legal, but if the tenant stays and cannot use of a portion of the unit because of damage, the rent may be reduced to reflect the reduced value of the unit.
  3. If the tenant stays, and the landlord fails to diligently carry out the work, the tenant may notify the landlord, in writing, within 14 days after the tenant becomes aware that the work is not diligently carried out, of the tenant's intention to terminate the rental agreement and move out.

**SUBLEASES [Mun. Code ch. 5-12-120]**

- The landlord must accept a reasonable subtenant offered by the tenant without charging additional fees.
- If a tenant moves prior to the end of the rental agreement, the landlord must make a good faith effort to find a new tenant at a fair rent.
- If the landlord is unsuccessful in re-renting the unit, the tenant remains liable for the rent under the rental agreement, as well as the landlord's cost of advertising.

**WHAT HAPPENS IF A TENANT PAYS RENT LATE? [Mun. Code ch. 5-12-140 (h)]**

- If the tenant fails to pay rent on time, the landlord may charge a \$10.00 per month late fee on rents under \$500.00 and a 5% per month late fee on that part of the rent exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700.00 monthly rent the late fee is \$10.00 plus 5% of \$20.00 or \$20.00)(eff. 1/1/92)[Mun. Code ch. 5-12-140(h)]

**WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? [Mun. Code ch. 5-12-120 (h)]**

- If the landlord accepts rent due knowing that there is a default in payment, the tenant may stay.

**LANDLORD REMEDIES [Mun. Code ch. 5-12-130]**

- If the tenant fails to pay rent the landlord, after giving 5 days written notice to the tenant, may terminate the rental agreement.
- If the tenant fails to comply with the Code or the rental agreement, the landlord, after giving 10 days written notice to the tenant, may terminate the rental agreement if tenant fails to correct the violation.
- If the tenant fails to comply with the Code or the rental agreement, the landlord may request in writing that the tenant comply as promptly as conditions permit in the case of an emergency, or within 14 days. If the breach is not corrected in the time period specified, the landlord may enter the dwelling unit and have the necessary work done. In this case, the tenant shall be responsible for all costs of repairs.

**LOCKOUTS [Mun. Code ch. 5-12-160]**

- It is ILLEGAL for a landlord to lock out a tenant, or change the locks, or remove the doors of a rental unit, or to cut off heat, utility or water service, or to do anything which interferes with the tenant's use of the apartment.
- All lockouts are illegal and the Police Department is responsible for enforcement against such illegal activity. (eff. 1/1/92) (Police Special Order 93-12)
- The landlord shall be fined \$200 to \$500 for each day the lockout occurs or continues.
- The tenant may sue the landlord to recover possession of the unit and twice the actual damages sustained or two months' rent, whichever is greater.

**PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD [Mun. Code ch. 5-12-150]**

- A tenant has the right to complain or testify in good faith about their tenancy to governmental agencies or officials, police, media, community groups, tenant unions or the landlord. A landlord is prohibited from retaliating by terminating or threatening to terminate a tenancy, increasing rent, decreasing services, bringing or threatening to bring an eviction action, or refusing to renew a lease agreement.

**ATTORNEY'S FEES [Mun. Code ch. 5-12-180]**

- Except in eviction actions, the prevailing plaintiff in any action arising from the application of this Ordinance shall be entitled to recover all court costs and reasonable attorney's fees. (eff. 1/1/92)

**WHERE CAN I GET A COPY OF THE ORDINANCE?**

For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois, or the Municipal Reference Library, Harold Washington Library, 5<sup>th</sup> floor, 400 S. State Street, Chicago, Illinois.