

12-12-25	2. Utility Allowance Family Units	12-12-24	1-12-28
	2 Bedroom	13. Elderly Units—Excess Utilities-Air Conditioners	
		\$10.00 MC \$40.00 CRMS per month, 12 month	
WILL RESIDE IN UNIT			
2.		5.	
3.		6.	
4.		7.	
		8.	

In consideration of the mutual agreements and covenants set forth below (the same being fully included as part of this Lease) Management hereby leases to Tenant and Tenant hereby leases from Management for a private dwelling the unit designated above, together with fixtures and equipment belonging thereto. Parties to this lease listed above as Management and Tenant are hereinafter referred to as "Management" and "Tenant".

Housing Authority Of The County Of Wayne, Illinois

Will Short by DA
Housing Manager

SECTION II—COVENANTS AND AGREEMENTS OF THE PARTIES.

RENEWAL OF TENANCY

REQUIRED PAYMENTS

PAYMENTS DUE UNDER LEASE

SECURITY DEPOSIT

UTILITIES

REDETERMINATION OF RENT, DWELLING SIZE, ELIGIBILITY

1. After the original term specified in Section 1 herein, this lease shall automatically be renewed for successive terms of one calendar month, until terminated pursuant to Section II, paragraph 14 hereof.
2. The term "Required Payments" shall include (a) the amount fixed as rent for use and occupancy of the premises, including provision of services and equipment customarily furnished by Management without extra cost; (b) amounts chargeable for excess consumption of utilities, additional or special services, and use of special equipment; and (c) reasonable charges for maintenance and repair beyond normal wear and tear to the leased dwelling, project buildings, project facilities or other project areas caused by the Tenant, by members of the Tenant's family, or by their guests. A schedule of repair charges shall be posted in the Project Management Office.
3. The basic rental for the original term of this lease and for each renewal term of one calendar month shall be the amounts shown in Section I herein. This rent will remain in effect unless adjusted in accordance with the provisions of Section II, paragraph 6 hereof. Required payments shall be due and payable monthly in advance on the first day of each calendar month, except that charges assessed under Section II, paragraph 2 (c), shall not become due and collectible prior to the first day of the second month following the month in which the charge is made. All payments due hereunder shall be paid by check or money order and mailed to the Housing Authority of the County of Wayne, Illinois, 303 North First Street, Fairfield, Illinois 62837.
4. Tenant agrees to pay a security deposit as provided in Section I herein to be used by Management at the termination of this lease toward reimbursement of the charges for maintenance beyond normal wear and tear to the dwelling unit caused by Tenant, his family, or dependents who are members of the household and any rent or charges for court costs and excess utilities owned by Tenant. Payment of the security deposit is to be made as stated in Section I above. Management agrees to return the security deposit, without interest, to Tenant when he vacates, less any deductions for any of the charges indicated above. If such deductions are made, Management will give Tenant a written statement of any such charges for damages and/or other charges to be deducted for the security deposit. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit.
5. Utilities consumed in excess of the authorized amounts provided in the Schedule of Utilities posted in the Project Management Office and available upon request, will be charged to the Tenant's account as an additional required payment. Where heat is not included, the Tenant agrees to furnish heat to the dwelling unit and agrees to maintain sufficient heat to prevent freezing of piped water. If, for any reason, Tenant is unable to maintain sufficient heat, he shall immediately notify Management. Tenant will be charged for damages resulting from his failure to maintain sufficient heat or to notify Management, unless for any cause beyond his control.
6. Once each year as requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment, and composition, for use by Management in determining whether the rental should be changed, whether the dwelling size is still appropriate for use by Tenant's needs, and whether Tenant is still eligible for low-rent housing. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits available in the Project Management Office. The review to determine the Tenant's current eligibility in the rules and regulations of Management: (a) Rent as fixed in Section I above, or as otherwise provided, will remain in effect for the period between regular rent determinations unless during such period: (i) Tenant can show a decline in income which would result in his payment of rent in excess of 30% of his income; provided, however, that the Tenant shall report such increase and his rent shall be adjusted accordingly; (ii) Tenant commences to receive public assistance or his public assistance is terminated. Such a change must be reported to Management within ten (10) days of its occurrence; (iii) it is found that Tenant has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the increase in rent will be made retroactive. In the event of any rent adjustment pursuant to the above, Management will mail or deliver a notice of Rent Adjustment to Tenant by personal service or regular mail. In the event of a rent adjustment, the increase in rent will become effective the first of the month following the date of the adjustment.

MANAGEMENT'S
OBLIGATIONS

TENANT'S
OBLIGATIONS

DEFECTS
HAZARDOUS
TO
LIFE,
HEALTH,
SAFETY

INSPECTIONS

ENTRY
OF
PREMISES

LEGAL
NOTICES

TERMINATION
OF
LEASE

GRIEVANCE
PROCEDURE

CHANGES
LIABILITY
FOR COURT
COSTS
REMEDIES
CUMULATIVE

POSTING
OF
POLICIES,
RULES,
REGULATIONS

PETS

DRUG
ACTIVITY

8. Management shall maintain the premises and the development in a decent, safe and sanitary condition; (b) comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; (c) make necessary repairs to the premises; (d) keep project buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition; (e) maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management; (f) provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the tenant in accordance with Section 9(e) hereof; and (g) supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage, and according to local ordinances), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

9. The Tenant shall (a) not assign the lease or sublease the premises; (b) not provide accommodations for boarders or lodgers; (c) use the premises solely as a private dwelling unit for the Tenant, and the Tenant's household as identified in the lease, and not use or permit its use for any other purpose; (d) abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing project and the tenants which shall be posted in the Project Management Office and incorporated by reference in this lease; (e) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (f) keep the premises and such other areas as may be assigned to him for his exclusive uses in a clean and safe condition; (g) dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner; (h) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other appliances including elevators; (i) refrain from and cause his household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or development; (j) pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the Tenant, his household members or guests; and (k) conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition; (l) refrain from illegal or other activity which impairs the physical, or social environment of the development; (m) perform seasonal maintenance or other maintenance tasks in single family duplex and row houses in accordance with the rules established in the Tenants Handbook.

10. The rights and obligations of the Tenant and Management in the event that premises are damaged to the extent that conditions are created that are hazardous to life, health or safety of the occupants are as follows: (a) the Tenant shall immediately notify the Project Management Office of the damage; (b) Management shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant; (c) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; (d) Tenant shall be entitled to abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with sub-paragraph (b) of this paragraph or alternative accommodations not provided in accordance with sub-paragraph (c) of this paragraph, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household or guests.

11. When Tenant moves in, Management shall inspect the dwelling unit and shall give Tenant a written statement of the condition of the dwelling unit and the equipment in it. Tenant and/or his representative may join in such inspection. The statement shall be signed by Management and the Tenant and a copy of the statement shall be retained by Management in the Tenant's folder. When Tenant vacates, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection, unless the Tenant vacates without notice to Management.

12. (a) Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of the Management entry delivered to the premises at least two days before such entry shall be considered reasonable advance notification. (b) Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. (c) In the event that the tenant and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

13. Except as otherwise provided herein, any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of the Tenant's household residing in the dwelling unit, or sent by prepaid first-class mail, properly addressed to Tenant. Notice to Management must be in writing and either delivered to the Project Management Office of the project within which Tenant resides or at the Office of the Fairfield Hill Rise, 303 North First Street, Fairfield, Illinois 62837, by prepaid first class mail, properly addressed.

14. This lease may be terminated by Tenant at any time by giving fifteen (15) days written notice in the manner specified in Section II, paragraph 13. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when he vacates. (a) Management shall not terminate or refuse to renew the lease for other than serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Tenant obligations set forth in paras 9 & 20 or for other good cause. (b) Management shall give written notice of termination of the lease of (i) 14 days in the case of failure to pay rent; (ii) a reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other tenant or Management employees; and (iii) 30 days in all other cases. (c) The notice of termination to the Tenant shall state reasons for the termination, shall inform the tenant of his right to make such reply as he may wish and of his right to request a hearing in accordance with Management's grievance procedure.

15. All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of Management which shall comply with applicable regulations of the Department of Housing and Urban Development, 24 CFR, Sec. 866 Sub part B, or subsequent modifications thereof, which procedure is posted in the Project Management Office and incorporated herein by reference.

16. This lease, together with any future adjustments of rent or dwelling unit, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties, except for Section II, paragraphs 6, 19 and 20 hereof.

17. The Tenant shall pay all court costs and expenses incurred in enforcing the agreements of this lease or in recovering possession of the said premises, unless the Tenant prevails in such legal action.

18. The rights and remedies of Management under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

19. The rules and regulations of occupancy including the Pet Policy, Tenant's Handbook covering special charges for services, repairs and utilities, and Grievance Procedures, constitute a part of this lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the lease, and shall be publicly posted in a conspicuous manner in the Project Management Office and shall be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time by the Management provided that Management give at least a 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefor, and providing the tenant an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each tenant; or (b) Posted in a conspicuous place at the Project Management Office.

20. No dogs, cats, fowl, or other animals may be kept on the premises of any family unit, tropical fish and caged birds excepted. For information concerning pets within the elderly units refer to the current Pet Policy which shall be posted on the bulletin board at each elderly unit location.

21. The tenant, any member of the tenant's household, or a guest or other person under the tenant's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the Housing Authority's premises, while the tenant is a tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term 'drug-related criminal activity' means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.