



Part I of the RESIDENTIAL LEASE AGREEMENT: LEASE CONTRACT

Housing Authority of the City of East St. Louis (HAESL)

THIS LEASE is executed between the Housing Authority of the City of East St. Louis (HAESL), and (Tenant) _____ becomes effective as of this date: _____.

(1) **Unit:** The HAESL, relying upon the representations of Tenant as to Tenant’s income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II of this Lease Agreement and Addendums) the dwelling unit LOCATED at _____ (and hereinafter called the “premises”) to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is _____.

(2) **Household Composition:** The Tenant’s household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease. Tenant agrees that the premises shall be used and occupied as the primary residence for Tenant and household members as described below:

Name	Relationship	Age & Birthdate	Social Security #
1. _____	Head	____ / ____ / ____	____ - ____ - ____
2. _____	_____	____ / ____ / ____	____ - ____ - ____
3. _____	_____	____ / ____ / ____	____ - ____ - ____
4. _____	_____	____ / ____ / ____	____ - ____ - ____
5. _____	_____	____ / ____ / ____	____ - ____ - ____
6. _____	_____	____ / ____ / ____	____ - ____ - ____
7. _____	_____	____ / ____ / ____	____ - ____ - ____
8. _____	_____	____ / ____ / ____	____ - ____ - ____

(3) **Term:** The term of this Lease shall be one calendar year, renewable each year.

(4) **Rent:** Initial rent (prorated for partial month, if applicable) shall be \$ _____. The monthly rent shall be \$ _____ for the period beginning _____ and ending on _____. Proration occurs when the Tenant moves in on a date other than the first day of the month. The rent for the partial month shall be determined based upon a daily rate equal to the actual monthly rent.

Type of Rent: () Flat Rent () Income Based Rent

(5) **Payment:** Rental payments shall be made by money order, cashier’s check, personal check only or electronic payment. Rental amount shall be tendered to the Management office located at development in which the Tenant resides **and/or other authorized locations.**

- (6) **Rent Due:** Rent shall be due on or before the 1st day of each month. The acceptance by the HAESL of any late or partial payment shall not change the due date or the rental amount stated in this Lease in the future or relieve the Tenant from any obligation to pay the balance of the rent and any applicable charges.
- (7): **Fee(s):** A \$25.00 late fee shall be assessed for rent not paid by the 8th day of each month. If a check is presented for insufficient funds a \$40.00 fee will be assessed.
- (8) **Security Deposit:** Tenant agrees to pay \$_____ as a security deposit. The deposit shall be held, applied and refunded pursuant to Illinois law. If HAESL retains any portion of the deposit, written notice will be provided to the Tenant. If the amount of damages and/or charges exceed the security deposit, the HAESL may seek legal action to recover additional sums.
- (9) **Move-out:** Tenant must provide 14 days written notice of intent to vacate the premises in advance of the Lease expiration.

(10) **Community Service Requirement:**

Name	Relationship Head	Exempt	Non-Exempt	Meeting Requirement?
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____

(11) **Utilities and Appliances: HAESL-Supplied Utilities**

If indicated by an (X) below, the HAESL provides the indicated utility as part of the rent for the premises:
 Electricity Natural Gas Heating Fuel(Other_____

If indicated by an (X) below, the HAESL shall provide the following appliances for the premises:
 Cooking Range Refrigerator

(12) **Utilities Allowances: Tenant-Paid Utilities**

If indicated by an (X) below, the HAESL shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:
 Electricity Gas Heat

(13) **Additional Charges: Excess Appliances**

Air Conditioners: An additional charge of \$ _____per month will be payable for each air conditioner in the premises during the months of June, July, August and September. Two (2) Air Conditioners are the maximum allowed per unit. Residents who are Elderly and Disabled may request a waiver.

Other Appliances: If marked below, additional charges will be applied for each month of occupancy for each excess appliance on the premises.

- Freezer \$ _____ Automatic Washer \$ _____ Electric Dry \$ _____
- Dishwasher \$ _____ Other: _____

Charges for Utilities Surcharges (Not applicable to Residents who pay utilities directly to utility supplier).
 Charges for excess appliances are due per the following:

(14) **Yard Maintenance:** If indicated by an (X) below, resident shall be responsible for yard maintenance as follows:

- () Cutting or mowing of grass with frequency and to height required by local law or city ordinance.
- () Maintaining and trimming of all outdoor vegetation.
- () Removal of leaves during fall.
- () Removal of snow and ice from pathways leading to the unit.

Upon acceptance of the unit, resident will be granted a one-time allowance in the amount of \$_____ for the purpose of defraying the cost of obtaining equipment that, in resident's sole discretion, deems necessary to perform the above maintenance tasks. Resident acknowledges the HAESL has not made any requirements of or representations to resident with regard to the nature or extent of equipment necessary to accomplish such maintenance tasks. Resident acknowledges that it is resident's sole responsibility to choose, properly use, and maintain any equipment purchased by resident for the purposes of yard maintenance.

(15) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

ATTACHMENTS

If indicated by an (X) below, the HAESL has provided the resident with the following attachments and information.

- | | |
|---|--|
| () Part 1 & 2 of this Lease | () Housekeeping Standards |
| () Maintenance Charge List | () Rules and Regulations |
| () Non Smoking Addendum | () Violence Against Women Act (VAWA) |
| () Lead Based Paint Disclosure | () Rules and Regulations |
| () Firearm & Weapon Policy | () Pet Rules |
| () Other: <u>Bed Bug Awareness, Debt Owned, Enterprise Income Verification, Is Fraud Worth It</u> | |

(16) By the signature(s) below I/we also acknowledge that the Provisions of Part I and II of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____	DATE: _____
CO-TENANT: _____	DATE: _____
CO-TENANT: _____	DATE: _____
MANAGER: _____	DATE: _____
WITNESS: _____	DATE: _____

TENANT'S CERTIFICATION

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

I received a copy of the *Danger of Lead Poisoning to Renter* and the information was explained and discussed. I understand the possibility that lead-based paint may exist in the unit.

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

Tenant's Signature

Date

Tenant's Signature

Date

STATEMENT OF RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

Tenant's Signature

Date

Tenant's Signature

Date

PART II of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
Housing Authority of the City of East St. Louis (HAESL)

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of East St. Louis (called "HAESL") and Tenant named in Part I of this lease (called "Tenant"). The term "HAESL" refers to the East St. Louis Housing HAESL and/or its Managing Agent.

I. Description of the Parties and Premises.

- (a) The HAESL, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "unit") described in Part I of this Lease, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part I of the Lease. The HAESL may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the HAESL's policy on such activities.
- (c) Any additions to the household members named on the lease, including but not limited to: Live-in Aides and foster children, **but excluding natural births, adoptions or court awarded custody** require the advance written approval of the HAESL. Such approval will be granted only if the new household members are approved by the HAESL's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for HAESL's approval before allowing additional persons to move into the premises. Failure to comply with this provision is a serious lease violation, for which HAESL may terminate.

- (d) Removal/deletions (for any reason) of a household member named on the lease shall be reported by the Tenant to the HAESL in writing within 10 days of the occurrence.

II Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year unless the family has violated the performance of community service or participation in an economic self-sufficient program. The rent amount is stated above. Rent shall remain in effect unless adjusted by the HAESL in accordance with Section VI herein and the HAESL will provide an itemized statement of any rental adjustments. The rental amount shall be determined by the HAESL in compliance with HUD regulations and requirements and in accordance with the HAESL's Admissions and Continued Occupancy Policy.
- (b) **Rental payments are DUE and PAYABLE on or before the first day of each month and shall be considered delinquent after the 8th calendar day of each month.** Payments may include utilities, excess appliances, and any maintenance services due to normal wear and tear. Rent adjustments are subject to the Grievance Procedure.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. Other charges may include:

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the HAESL determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in

accordance with the Schedule of Maintenance Charges posted by the HAESL or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the HAESL for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

- (b) Excess Utility Charges: At developments where utilities are provided by the HAESL, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charge for tenant-supplied air conditioners-is \$30.00 per installation. The Tenant is responsible for the maintenance of tenant-supplied air conditioners.
- (d) Late Charge: A charge of \$25.00 per month late fee for rent or other charges paid after the 8th calendar day of the month. The HAESL shall provide written notice of any additional charges.

IV. Payment Location

Rent and other charges can be paid in person, by mail or online and/or other accessible electronic payment methods. Acceptable forms of payment are personal or certified check or money order to the Management Office where the tenant resides and/or other authorized location. The HAESL will not accept cash payments. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all Future payments by cashier's check or money order.

V. Security Deposit

- (a) Tenant agrees to pay a Security Deposit in the amount listed in Part I of this Lease.
- (b) The Security Deposit may be subject to the following at the termination of this Lease:
 - 1. To pay any outstanding cost rental charges or any other charges owed by Tenant.
 - 2. To reimburse the HAESL the cost for repairing any intentional or negligent damages to the unit caused by Tenant, household members or guests.
- (c) The HAESL shall not charge a higher Security Deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit will be made until after Tenant has vacated the unit and the HAESL has inspected the unit.

The return of a Security Deposit shall occur within 30 days after Tenant moves out. The deposit shall be returned to the Tenant if she/he has complied with all obligations, including but, not limited to the following:

- 1. The resident gave a 14-Day Intent to Vacate the premises, and
- 2. The unit is left clean and in good condition, except for normal wear and tear, and;
- 3. All rent and other financial obligations under the lease have been paid, and
- 4. The keys have been returned for the unit.

The HAESL agrees to return the Security Deposit, if any, to Tenant when upon vacating the unit, less any deductions for any costs indicated above, so long as Tenant furnishes the HAESL with a forwarding address. If any deductions are made, the HAESL will furnish Tenant with an itemized list of charges in a written statement. The former resident has 30 days to dispute any charges in writing.

VI. Utilities and Appliances

- (a) HAESL: Supplied Utilities: If indicated by an (X) on Part I of the Lease Agreement, the HAESL will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service. The HAESL will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The HAESL will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed

and operated only with the written approval of the HAESL. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances.

- (b) Utilities Allowance: If Tenant resides in a development where the HAESL does not supply electricity, natural gas, or heating fuel, an allowance for utilities shall be established. Tenant shall pay for services rendered directly to the utility supplier. Therefore, the total rental payment for the Tenant will be the rental amount minus the utilities allowance. If the allowance for utilities exceeds the rental payment amount, the HAESL will pay a Utility Reimbursement to the utility supplier and/or to the Tenant monthly. The HAESL may change the utilities allowance at any time during the term of the lease, and shall provide the Tenant with a written notice 60 days prior to the change taking effect and any resultant changes in the rental amount. When Tenant's actual utility bill exceeds the utilities allowance, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the utilities allowance, Tenant shall receive the benefit of such saving.
- (c) Tenant agrees not to waste the utilities provided by the HAESL and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or any HAESL rules restricting or prohibiting the use of space heaters in dwelling units.
- (d) Tenant is responsible to establish and maintain all accounts and payment of all utilities for all services rendered. Failure to maintain services or repeated disconnection shall be considered a material violation and subject to lease termination.

Terms and Conditions

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of the unit: Tenant shall have the right to exclusive use and occupancy of the unit for Tenant and other household members listed on the lease. Any member of the household may engage in legal activities that generate a profit so long as the Tenant or household members receive written approval from the HAESL prior to engaging in the activity. This provision permits reasonable accommodation of Tenant's guest or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.
- (b) Ability to comply with Lease terms: If the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and unable to make arrangements for someone to aid him/her in complying with the lease, and the HAESL is unable to provide reasonable accommodations that would enable Tenant to comply with the lease THEN, HAESL will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, HAESL will work with appropriate agencies to secure suitable housing and seek termination of the lease. At the time of admission, all Tenants must identify family member(s) to be contacted if they become unable to comply with lease terms or an emergency circumstance arises.
- (c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part I of the Lease Agreement/Amendment is due on the 1st of each month until changed as described below.
 - (1) The status of each family is to be re-examined at least once a year. Tenants paying flat rent shall have their incomes re-examined every three years. At the annual recertification residents shall certify to compliance with the eight (8) hour per month of community server requirement if applicable.
 - (2) Tenant promises to supply HAESL, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease, and HAESL may terminate the lease. All information must be verified. Tenant agrees to comply with HAESL's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. HAESL shall give

Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by HAESL to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Re-exam Requirements: Tenant will be notified in writing of a schedule annual re-examination appointment and/or to complete the re-examination packet and return within five (5) business days.
 - (4) **Failure to comply** and provide required information will be considered a material violation and subject to lease termination. In addition, the rent will become "Market Rate" ON the scheduled effective re-exam date.
- (d). Rent may be adjusted between regular re-examinations for the following reasons:
- (a) An income source changes. The tenant must verify the change in income with the required proof of documentation.
 - (b) When a reduction in income is approved, the Tenant must report subsequent increases in income within ten (10) days of the occurrence. Failure to report increased income within ten (10) days may result in a retroactive rent charge and/or subject to lease termination.
 - (c) Retroactive rent charges will apply as of the first month following the month of failure to report or misrepresentation of income.
 - (d) All changes in family composition must be reported to the HAESL within ten (10) days of the occurrence. Failure to report may result in retroactive rent charges and subject to lease termination. This Lease will NOT be revised to permit a request to allow adult children to reside in the unit. Exception: Tenant or someone assisting the Tenant provides documentation to support an adult child residing with the Tenant and a determination is made by the HAESL that the adult child is essential to the mental or physical health of Tenant and it does not disqualify the family for size unit it is currently occupying.
 - (e) Rent Adjustments: Occurs when a reported change in circumstances by the Tenant or determined by the HAESL or change in applicable Federal law or regulation. Tenant must be notified by the HAESL in writing of the adjustment and the effective date of any adjustment.
 - (f) Decrease Rent: the adjustment will become effective on the first day of the month following the occurrence.
 - (g) Increase Rent: occurs after a prior rent reduction and is reported within ten (10) days of the occurrence, the increase will become effective the first day of the second (2) month following the month of the occurrence.
 - (h) Increase Rent: occurs as a result of misrepresentation, failure to report a change in family composition or income, the increase will become effective the first day of the month following the month of the occurrence.
 - (i) Rent will not decrease if the Resident is sanctioned and/or no longer eligible for assistance by Temporary Assistance for Needy Families (TANF) for failure to comply with an economic self-sufficiency or work activities requirements to maintain benefits.
 - (j) Rent formulas or procedures are changed by Federal Law or Regulations
- (d) Transfers:
- (1) Tenant agrees that if HAESL determines the size of the unit no longer is suitable for the family composition, the HAESL will provide the Tenant with two (2) written transfer offers. Tenant will have three (3) days to accept the unit and sign a new lease from the date of each transfer offer letter.
 - (2) HAESL may transfer Tenant to another unit for necessity due to rehabilitate, demolish or emergency circumstances.

- (3) If Tenant request additional accommodations, documented disability approved by the HAESL, and the cost and/or extent of the modifications to satisfy the accommodation request are beyond the HAESL's ability to accommodate, the HAESL may transfer the Tenant to another unit.
 - (4) HAESL may transfer Tenant, without documented disabilities, when the features of a unit meet the accommodation request of another Tenant. This is considered an involuntary transfer. Involuntary transfers require the Tenant to transfer to an available unit within five (5) days of receiving the transfer notice. Involuntary transfers are subject to the Grievance Procedure and lease termination.
 - (5) HAESL will consider Tenant transfer requests in accordance with Admissions and Continued Occupancy Policy.
- (e) Unit Access:
- (1) Tenant shall allow authorized personnel to enter the unit to perform routine, monthly and/or preventative maintenance for routine pest control services.
 - (2) Tenant must comply with all the preparation requirements for bed bug/pest control treatment required by the HAESL and/or exterminator. Failure to comply will be subject to lease termination.

VIII. HAESL Obligations - The HAESL shall be obligated:

- (a) Maintain the unit and the development, building facilities, and common areas in decent, safe and sanitary condition;
- (b) Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) Make necessary repairs to the unit;
- (d) To keep developments buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and sanitary condition.
- (e) Maintain safely and in working order according to applicable requirements electrical, plumbing, heating, ventilating, and other facilities and appliances, including elevators;
- (f) Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant. Provide disposal service for garbage, rubbish and other solid waste, (except any garbage container provided for the exclusive use of Tenant);
- (g) Supply running water, reasonable amounts of hot water and heat at appropriate times of the year according to local custom and usage; EXCEPT when heat and/or hot water are generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) Notify Tenant of the specific grounds for any proposed adverse action. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or change in rent, or assess charges for maintenance, repair, or excess consumption of utilities in accordance with the Admissions and Continued Occupancy Policy and the grievance hearing procedure when applicable.
 - (1) The Notice shall inform Tenant of the right to request a grievance hearing when applicable. Any adverse action will not take effect until the decision has been rendered after the grievance hearing.
- (i) Tenant with a Disability Accommodations Request:
HAESL must make reasonable accommodations in the lease and other policy requirements when requested by a Tenant with documentation that supports the accommodation request. HAESL will ensure that Tenant satisfies the essential lease requirements. Accommodations which require a fundamental alteration in the nature of unit or impose undue financial and administrative burdens on the HAESL will not be approved.

IX. Tenant Obligations - Tenant shall be obligated:

- (a) Not to assign the Lease nor sublease the unit;
- (b) (1) Prohibited from providing accommodation to boarders or lodgers;

- (2) Prohibited from providing accommodation to long term guests in excess of **fourteen (14)** days without the advance written consent of the HAESL.
- (c) To use the unit solely for Tenant and Tenant's household members and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the HAESL's Occupancy standards, and so long as the HAESL has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- (d) To maintain and use reasonable care of all HAESL property in a decent, safe, and sanitary condition. This includes front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.
- (e) **TENANT SHALL NOTIFY THE HAESL PROMPTLY OF REPAIRS TO THE UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs. Uniform standards for Tenant housekeeping shall be followed by Tenant.
- (f) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (g) To keep the unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition, including but limited to, maintaining the front and rear entrances walkways of the unit, preventing hazards, maintaining the yards to avoid debris and litter.
- (h) To dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner in containers approved or provided by the HAESL. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (i) To use all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators, in a reasonable and safe manner.
- (j) To refrain from destroying, defacing, damaging, removing any part of the affixed property inside the unit or development by household members and/or guests.
- (k) To pay reasonable charges for the repair of damages to the unit, development buildings, facilities, or common areas caused by Tenant, household members or guests (except for normal wear and tear).
- (l) To not disturb other residents' peaceful enjoyment of their accommodations by Tenant, household member, or guest(s). Be conducive to maintaining all premises in a decent, safe and sanitary condition.
- (m) Tenant, any household member, guest(s), shall not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HAESL's public housing premises by other residents or employees of the HAESL, or;
 - (2) Any drug-related criminal activity on or off the premises. The term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.
 - (3) Any abuse, or pattern of abuse of alcohol, or controlled substance the HAESL determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the HAESL, or persons legally on the premises.
- (n) To not make any alterations or repairs to the interior of the unit or to the appliances, nor to install additional major appliances or other equipment without HAESL's written approval. To not make any changes to locks or install new locks on exterior doors without the HAESL's written approval. Tenants are prohibited from using nails, tacks, screws, brackets, or fasteners on any part of the unit without the HAESL's written approval. Exception: picture hangers are acceptable for use inside the unit.
- (o) To give advanced notice to the HAESL of Tenant's leaving the unit unoccupied for more than seven (7) days.
- (p) To act in a cooperative manner with neighbors and employees of the HAESL. To refrain from acting or speaking in an abusive or threatening manner toward neighbors and/or employees of the HAESL by Tenant, household members or guest(s).
- (q) Residents who are otherwise legally qualified may possess a firearm in their residence as long as

a Firearm Owner Identification Card (FOID) and a Firearm Owner Identification Form is provided and maintained with Management; the residents must update this information as required by local and state applicable statutes.

- (r) To take reasonable precautions to prevent fires and refrain from storing or keeping flammable materials upon the premises.
- (s) To avoid obstructing sidewalks, passageways, elevators, or stairs, and avoid usage for any purpose other than entering and/or exiting the unit.
- (t) To refrain from erecting or hanging anything from the interior or exterior of the unit without written permission from the HAESL, including but not limited to, satellite dish, cable wires, telephone lines or antennas.
- (u) To refrain from placing signs of any type on the interior or exterior of the unit without written permission from the HAESL.
- (v) No pets are permitted on the premises unless received prior written permission from the HAESL. Upon HAESL approval, the Tenant must abide by the Pet Policy. Otherwise, the Tenant shall ensure that no one inside the unit maintains, harbors, or boards any animal or pet of any nature in the unit or on the grounds of the HAESL's property. Exception: Tenant required to have a service animal as a reasonable accommodation must abide by the health and safety rules but is not subject to the Pet Policy.
- (w) To not store any vehicles without valid registration and vehicle insurance on the HAESL's property. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the HAESL or the City of East St. Louis. Any inoperable or unlicensed vehicle will be removed from HAESL's property at the vehicle owner's expense. **Parking is first come, first serve at the owner's risk. HAESL is not responsible for any damages that occurs on the property.** Prohibited on the HAESL's property, including but not limited to, is performing car repairs and/or car washing.
- (x) To remove any personal property left on HAESL property when Tenant leaves, abandons or surrenders the unit. Any personal property remaining after 30 days, following any one of the actions listed above occurring, shall be considered abandoned and disposed of by the HAESL. Charges for disposal shall be assessed against the former Tenant.
- (y) Not to commit any type of fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) All adults in the unit must perform at least 8 hours per month of qualifying community service, unless the requirement is waived due to age, disability, working, education, or participating in some other qualified or state training program.
- (aa) Acknowledge and adhere to the Ban & Bar Policy by complying with the terms and conditions of all materials aspects of the policy. Specifically, the Tenant is responsible for being aware of persons officially banned from the HAESL's property; and allowing banned person(s) inside the unit shall be considered a material violation and subject to lease termination.
- (cc) To abide by necessary and reasonable regulations promulgated by HAESL for the benefit and Well-being of housing developments and Tenants. These regulations will be posted in a conspicuous manner in the management office and/or website. Violation of such regulations constitutes a violation of the Lease.

X. Damages Hazardous to Life, Health or Safety

In the event that the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

HAESL Responsibilities:

- (a) The HAESL shall be responsible for the repair of the unit upon being notified by the Tenant and repairs shall occur within a reasonable period of time. If the HAESL determines that the Tenant, household members, or guests caused the damage, the cost of the repairs shall be charged to Tenant.
- (b) If necessary and available, the HAESL shall offer Tenant a replacement unit. Tenant must accept

the replacement unit or be responsible for securing alternative housing. The HAESL is not required to offer a replacement unit if it is determined that the Tenant, household members, or guests caused the damage.

- (c) Rent may be abated while the unit is available and the Tenant, household members, or guests did not cause the damage.
- (d) Tenant shall accept any replacement unit offered by HAESL.
- (e) If the HAESL determines that the unit is uninhabitable due to imminent hazardous danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, the lease shall be terminated.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the HAESL of the damage to the unit.
- (b) Tenant agrees to continue to pay the rent, less any agreed abatement with the HAESL, during the repair of the unit. Failure to continue rental payments shall be subject to lease termination.

XI. Inspections

- (a) Move-In Inspection: move-in inspection will be conducted with the Tenant to assess the interior condition of the unit. Both the Tenant and HAESL will complete the move-in inspection form. HAESL will correct any deficiencies noted on the inspection form. HAESL will correct any deficiencies noted on the inspection report, at no charge to the Tenant.
- (b) Annual Inspection: HAESL shall inspect all occupied units annually applying the National Standards for the Physical Inspection of Real Estate (Nspire) and/or other Standards required by the U.S. Department of the Housing and Urban Development (HUD).
- (b) **Real Estate Assessment Center (REAC) Inspection:** HUD will randomly select occupied units to be inspected based on the National Standard requirements.
- (c) Move-Out Inspection: HAESL will inspect units at the time the Tenant vacates the unit and surrender keys. The Tenant will be provided a written statement of charges. The Tenant is encouraged to participate in the inspection unless no prior notice received.
- (d) Housekeeping/Special Inspections: HAESL may conduct monthly housekeeping/special inspections following reports and/or observations the unit is not being maintained in a decent, safe and sanitary condition and/or including but not limited to: housekeeping lease violation, preventive maintenance and routine maintenance.

XII. Entry of Premises

- (a) Tenant Responsibilities:
 - (1) Tenant will allow HAESL, an employee of HAESL, or a contractor into the unit during normal business hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or any other legitimate reason.
 - (2) Tenant request maintenance to the unit, HAESL shall attempt to complete the request within a reasonable time. If Tenant is absent from the unit when HAESL arrives to complete the request, HAESL will enter the unit to perform the maintenance request.
- (b) HAESL's Responsibilities:
 - (1). HAESL will provide the Tenant a 48-hour written notice prior to entry unless exigent circumstances exist.
 - (3) Tenant is absent from the unit, HAESL will leave a writing statement specifying date, time and purpose.

XIII. Notice of Procedures

- (a) Tenant Responsibility – Any notice to HAESL must be in writing, delivered to the Management office or to HAESL central office, or sent by prepaid first-class mail, properly addressed.
- (b) HASEL Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

- (a) This Lease may be terminated for serious or repeated violations of material terms of the Lease for the following reasons, including but not limited to:
 - (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 8th calendar day of the month. Two such late payments within a 12-month period shall constitute the resident as a chronic delinquent rent payer;
 - (3) Failure to pay utilities or repeated disconnection(s)
 - (4) Misrepresentation of family income, assets or composition;
 - (5) Failure to supply, in a timely fashion any certification, release, information or documentation on family income or composition needed to process annual re-examination or interim.
 - (6) Serious or repeated damage to the unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development;
 - (7) Any fire on HAESL premises caused by negligence (e.g., unattended cooking)
 - (8) Two or more violations for the disconnection of Smoke Detector and/or Carbon Monoxide Detector and/or Maintenance;
 - (9) Assignment of the Lease or subletting of the premises or unauthorized person(s) living in the unit;
 - (10) Criminal activity by Tenant, household member, guest, under resident's control, including but not limited to, criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
 - (11) Possession of firearms unlawfully by residents or household members on any HAESL property. Possession of firearms by guest on any HAESL property is prohibited;
 - (12) Failure to adhere to the Ban and Bar Policy for resident(s), household member(s), guest(s), or other persons under the resident's control;
 - (13) Drug-related convictions for the manufacture, production or the distribution of methamphetamine by resident(s), household member(s), guest(s), or other persons under the resident's control;
 - (14) Two or more violations of the No Smoking Policy;
 - (15) Failure to adhere to the Pet Policy;
 - (16) Failure to comply with Community Service requirements;
 - (17) Failure to maintain Uniform Housekeeping Standard repeatedly.
- (b) The HAESL shall give written notice of the proposed termination of the Lease through one of the following:
 - (1) (3) Day Notice-Possession Only, Criminal, Health or Safety Threat;
 - (2) 14 Day Notice – Criminal Activity, and/or Health, Peaceful Enjoyment, or Safety Threat, Violation of the Ban and Bar Policy;
 - (3) 14 and/or 30-Day Notice – Rent Due; In accordance with Federal/State Regulations
 - (4) 30 Day Notice – In any other material breach

(c) The notice of termination:

- (1) The notice of termination to resident shall state specific reasons for the termination and the process for a grievance hearing, if applicable. The notice shall inform resident of his/her right to examine HAESL documents directly relevant to the termination of eviction.
- (2) When the HAESL is required to offer resident the opportunity for a grievance hearing, the notice shall also inform resident of the right to request such a hearing in accordance with the HAESL grievance procedure.
- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this section. Notice to Vacate must be in writing, and specify that if resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against resident, and resident may be required to pay the costs of court and attorney's fees.
- (4) When the HAESL is required to offer resident the opportunity for a grievance hearing under the HAESL's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- (5) When the HAESL is not required to offer resident the opportunity for a hearing under the grievance procedure and the HAESL has decided to exclude such grievance from HAESL grievance procedure, the notice of Lease termination shall (a) state that resident is not entitled to a grievance hearing on the termination; specify the judicial eviction procedure to be used by the HAESL for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (6) The HAESL will pursue eviction by court action under the laws of the State of Illinois.
- (7) Resident may terminate this Lease at any time by giving 14 days written notice as described in Section XIII above. Failure to do so will result in rent being charged up to 14 additional days from the date management takes possession of the unit.
- (8) In deciding to evict for criminal activity, the HAESL shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, the HAESL may permit continued occupancy by remaining family members and may impose a condition that family member(s) who engage in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (9) When the HAESL evicts a resident from a dwelling unit for criminal activity, the HAESL shall notify the local post office servicing that dwelling unit that such individual or family no longer resides in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XIV. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)

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