

**GRANITE CITY HOUSING AUTHORITY
RESIDENTIAL LEASE**

1. IDENTIFICATION OF PARTIES AND PREMISES.

The Granite City Housing Authority, hereinafter called "GCHA", does hereby lease to «TenantFirstName» «TenantLastName» hereinafter called "Resident", the dwelling unit designated «UnitAddress1» under the terms and conditions stated herein. The Resident's family unit consists of the following:

«Member1»
«Member2»
«Member3»
«Member4»
«Member5»
«Member6»

The term of this Lease shall begin «NewRentEffectiveOnDate», and terminate at midnight, for a term of one year and shall renew automatically for another year, unless terminated as provided by this Lease

2. PAYMENTS DUE.

- A. Rent. Resident shall pay a monthly rent of \$ «TenantNewRent».00 due and payable in advance beginning on «NewRentEffectiveOnDate» and on or before the first day of each and every month thereafter for the term of this Lease. This rent will remain in effect unless adjusted in accordance with the "Schedule of Rents and Income Limits". If the lease begins on a day other than the 1st of the month, the monthly rent shall be prorated by the number of days of occupancy in the month. The prorated amount is _____.

_____ This rent is based on the Authority-determined flat rent for this unit.

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

Rent is considered delinquent at 12:00 PM on the fifth business day of the month. At 12:00 PM on the fifth business day of the month a late fee of \$10.00 will be assessed. After 5:00 PM on the fifth business day of the month, a Landlord's Fourteen Day Notice will be issued. Upon receiving a Landlord's Fourteen Day Notice a service fee of \$3.00 will be charged.

Rental payments will be made in the form of personal check, cashier's check or money order only. No cash will be accepted. Any check returned by Resident's bank for insufficient funds will require the Resident to pay all future payments in the form of a money order or cashier's check. Resident will be responsible for all returned check fees incurred by GCHA. A Return Check Fee of \$25.00 will also be assessed to the Resident.

- B. Security Deposit. Effective August 1, 1991, the Security Deposit for new Residents will be \$125.00. Resident agrees to pay \$125.00 as a security deposit to be used by GCHA at the termination of this Lease for reimbursement of the cost of repairing damages to the dwelling unit, and any rent or other charges owed to GCHA. GCHA shall return the deposit to Resident or furnish Resident a written statement defining a specific reason for the withholding of the deposit or any portion thereof. GCHA may withhold such amounts as are reasonably necessary to remedy any Resident defaults and to restore the premises to their condition at the commencement of this Lease, reasonable wear and tear excepted.
- C. Charges for Maintenance and Repair. Resident shall pay the reasonable charges for repair of any damage to the premises, or to the Project caused by the Resident, a member of the family unit, or guests of the Resident, for trash disposal or for services performed by GCHA because of Resident's failure to adequately maintain the grounds on which the leased unit is located. Charges for repairs or services shall specify the repairs and services, and shall be charged in accordance with the posted Schedule of Charges. The charges shall become due and payable in full with the rent payment due more than two (2) weeks after written notice of the charges to Resident.
- D. Utilities. GCHA agrees to furnish water and sewer. GCHA is not responsible for a failure to furnish the utilities for any reason or cause beyond its control. Resident shall supply heat and electricity to the unit. Resident specifically agrees to maintain sufficient heat in the unit to prevent freezing of piped water. If for any reason the Resident is unable to maintain sufficient heat and/or electricity, Resident shall notify GCHA immediately. Resident will be charged for damages resulting from the failure to maintain sufficient heat and/or electricity, or failure to notify GCHA of Resident's inability to maintain sufficient heat and/or electricity, unless the failure is beyond the control of Resident.

3. RENT REDETERMINATION.

Once each year, or as requested by GCHA, Resident agrees to furnish accurate information to GCHA as to family income, employment, and family composition for use by GCHA in determining whether the rental should be changed, whether the dwelling size is appropriate for Resident's needs, and/or whether Resident is still eligible for low-rent housing. This determination will be made in accordance with the Schedule of Rents of the Statement of Income and Occupancy Limits of GCHA as approved by the Department of Housing and Urban Development, copies of which are available in the office of GCHA.

Rent will remain in effect for the period between rent determinations, unless during such period one of the following events occurs:

- A. A person moves into the unit who was not included in the family unit on the original application of Resident for admittance to GCHA;
- B. There is an increase or decrease in family income, or a change in other circumstances which would increase or decrease the rent payment in accordance with the Schedule of Rents. Resident must report any changes in family income within ten (10) days of the change;
- C. There is a change in HUD regulations requiring such review.

In the event of any rent readjustment, GCHA will mail or deliver a Notice of Rent Adjustment to Resident in accordance with Section 10 hereof. In cases of rent adjustment, the adjustment will become effective the first day of the following month after the date of the adjustment. If the adjustment is an increase in rent due to the Resident misrepresenting information to GCHA, or the failure to report an increase in family income, the increase will apply retroactively to the time of the misrepresentation or the change in income. Failure to pay this difference is a violation of the lease which may result in eviction proceedings.

Resident agrees that, if GCHA determines that the size of the dwelling unit is no longer appropriate to Resident's needs, Resident shall transfer to an appropriate size dwelling unit upon reasonable notice that such a dwelling unit is available.

If GCHA determines that Resident has gained admission to the Project or remains in occupancy in the Project through misrepresentation of income, assets, child care, or family composition, Resident may be evicted, whether Resident is or is not eligible for continued occupancy at the time the misrepresentation is discovered.

4. OCCUPANCY OF DWELLING UNIT.

Resident shall have exclusive use and occupancy for the members of the household and guests. A guest is a person only intermittently on the leased premises with the consent of a household member. Resident shall not provide accommodations for boarders, lodgers or live-ins, and shall not assign this Lease, nor sub-let or transfer possession of the dwelling unit.

5. OBLIGATIONS AND RESPONSIBILITIES OF GCHA.

GCHA shall maintain the leased premises and the Project in a decent, safe, and sanitary condition, in conformity with the requirements of the Building and Housing Codes and applicable regulations of the Department of Housing and Urban Development materially effecting health and safety. Management shall make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness. GCHA shall keep the buildings, facilities, and common areas not otherwise leased to Resident for maintenance and upkeep, in a clean and safe condition. GCHA shall maintain in good safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by GCHA. This duty to maintain means that GCHA shall, after notice, within a reasonable time and in a reasonable manner, repair or replace any facility or appliance supplied by it. GCHA shall provide and maintain appropriate receptacles for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by the Resident. GCHA shall supply running water.

GCHA is not responsible for any damages and/or losses to the Resident's, Resident's family or Resident's guests furniture and/or other belongings. If desired, Resident should secure personal effects insurance.

6. OBLIGATIONS AND RESPONSIBILITIES OF RESIDENT.

- A. Resident shall be responsible and obligated for the following:
 - 1. To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified herein, and to not use or permit its use for any other purpose;

2. To abide by necessary and reasonable regulations promulgated by GCHA for the benefit and well-being of the Housing Project and the Residents, which regulations are given to the Resident upon execution of this Lease and are posted in the Project office, and which are hereby incorporated and made a part of this Lease;
3. To comply with all obligations imposed upon Residents by applicable provisions of Building and Housing Codes materially effecting health and safety, to keep the dwelling unit, and such other areas as may be assigned to the Resident for Resident's exclusive use, in a clean and safe condition;
4. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
5. To use only in a reasonable manner all electrical, plumbing, sanitary, heating and ventilating, air conditioning, and other facilities and appurtenances;
6. To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or Project, to pay reasonable charges for the repair of damages to the dwelling unit or to the Project as set forth herein and caused by Resident, a member of the household or a guest;
7. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and which will be conducive to maintaining the Project in a decent, safe, and sanitary condition;
8. To assure that Resident, any member of the household, or guest, or any other person under Resident's control, shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; any criminal activity that threatens the health, safety or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health or safety of any on-site property management staff responsible for managing the premises on or off the premises; or any drug-related criminal activity on or off the premises.
9. To refrain from harassment and verbal abuse of property management staff during the operations of the premises
10. Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
11. GCHA has a "zero tolerance" policy with respect to any drug-related criminal activity or alcohol abuse which interferes with the health, safety, or right to peaceful enjoyment of the premises. Such activity will be considered serious violations of the material terms of the Lease and will be cause for termination of the tenancy.
12. Pursuant to HUD regulations, criminal conviction or arrest is not necessary to evict a Resident for serious violation of the material terms of the Lease, and GCHA is not required to meet a criminal standard of proof beyond a reasonable doubt.
13. To comply with the requirements of the Ban Policy of GCHA. Residents and members of the household shall take all reasonable steps to exclude Banned Persons from GCHA property. If a resident or member of the resident's household invites, facilitates or permits a Banned Person to enter GCHA property, the resident will be in violation of the Residential Lease.
14. To keep the yard in the front, side and rear of the dwelling unit in a neat and orderly manner by keeping the area free from broken glass, cans, and other debris;
15. To refrain from parking any motorized vehicle in any area other than authorized parking areas, and shall remove any inoperable vehicle. Any vehicle parked improperly or that is inoperable for more than forty-eight (48) hours will be towed away at Resident's or owner's expense;
16. To refrain from displaying any signs using tacks, nails, screws, or other types of fasteners, except in a manner approved by GCHA, and shall not place decals on appliances, cabinets, or other appurtenances supplied by GCHA, and shall not place any materials such as paper, paneling, or fabric on the interior walls or ceilings without the express written consent of GCHA;
17. To refrain from installing any floor covering using adhesive including peel and stick floor coverings.
18. To not add or replace any locks on any doors, interior or exterior, without the prior written consent of GCHA;
19. To not install electric stoves, electric dryers, cable television, or radio or television antenna without the express written consent of GCHA;
20. To leave the dwelling unit in clean and good condition, reasonable wear and tear excepted, and to return the keys to GCHA upon vacating the premises. Any personal property left in the dwelling or Project may be disposed of by GCHA.

21. To not keep or allow the keeping, temporarily or permanently, of any pets without authorization from GCHA pursuant to the GCHA Pet Policy. NOTE: The feeding of stray animals is considered temporarily keeping a pet.
22. To have a functioning smoke/carbon monoxide detector and not to remove the furnished detector.
23. To refrain from painting any walls or doors without the express, prior written consent of the Authority.
24. To abide by rules and regulations contained in the Resident's Handbook, said Handbook being hereby made a part of this Lease.
25. To comply with Community Service requirements as set forth by HUD and as outlined in the Community Service Policy provided at move in.
24. To comply with Firearms Policy as adopted by GCHA
25. To comply with No Smoking Policy as adopted by GCHA

7. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY.

Resident agrees to immediately notify GCHA of any conditions in the unit that are dangerous to life, health, or safety of the Resident or other Residents, or which may do damage to the premises or waste utilities provided by GCHA. GCHA shall repair the unit within a reasonable time, provided that if the damage was caused by Resident, Resident's household, or guests of Resident, the reasonable cost of the repair shall be charged to Resident. GCHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. The rent shall be abated in proportion to the seriousness of the damages and loss in value as a dwelling if repairs are not made promptly or alternative accommodations are not provided, except that no abatement of rent shall occur if Resident rejects the alternative accommodations, or if the damage was caused by Resident, Resident's household, or guest of Resident.

8. INSPECTIONS.

Upon Resident's occupancy, GCHA and Resident shall inspect the dwelling unit. GCHA shall give Resident a written statement of the condition of the dwelling unit and the equipment in it. Both parties shall sign the inspection report, and both GCHA and Resident shall retain a copy of said report. At the time Resident vacates the unit, GCHA shall inspect the unit and provide Resident with a written statement of the charges, if any, for which Resident is responsible. The Resident may be present at such inspection, unless Resident vacates without notice to GCHA.

9. ENTRY OF PREMISES BY GCHA.

Resident agrees that, upon reasonable notice, any agent, employee, or representative of GCHA may enter the dwelling unit for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the entry delivered to the dwelling unit at least two (2) days (48 Hours) before such entry is considered reasonable notice. However, GCHA shall have the right to enter the dwelling unit at any time without advance notification if GCHA reasonably believes that an emergency exists which requires such entrance. In the event Resident and all adult members of the household are absent from the premises at the time of such entry, GCHA's agent, employee, or representative shall leave in the unit a written statement specifying the date, time, and purpose of entry.

10. LEGAL NOTICES.

Any notice to Resident required by this Lease shall be in writing and shall be delivered to Resident or an adult member of Resident's household residing in the dwelling unit or sent by pre-paid, first class mail, properly addressed to Resident. As necessary, notices to Resident must be in accessible format for visually impaired Residents. Notice to GCHA must be in writing and either delivered to GCHA, or sent to GCHA by first class mail, postage pre-paid, and addressed to Granite City Housing Authority, P.O. Box 794, Granite City, IL 62040.

11. TERMINATION OF LEASE.

This Lease may be terminated by Resident by fifteen (15) days written notice to GCHA. GCHA shall give written notice of Lease termination or failure to renew the Lease. Such notice shall provide for fourteen (14) days for failure to pay rent, a reasonable time considering the seriousness of the situation, but not less than ten (10) days nor more than thirty (30) days when the health or safety of other residents or employees of GCHA is threatened, and thirty (30) days in any other case. The Notice of Lease Termination shall state the specific grounds for termination, and shall inform the Resident of Resident's right to make such reply as Resident may wish.

If appropriate, the Notice shall inform the Resident of the right to request a hearing in accordance with GCHA Grievance Procedure. The Notice of Termination shall also inform the Resident of the right to examine documents directly relevant to the termination or eviction. If GCHA is not required to afford the opportunity for a grievance hearing, the Notice shall state that the Resident is not entitled to a grievance hearing, and shall specify the judicial eviction procedure to be used by GCHA, and shall state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court, and contains the basic elements of due process as defined in HUD Regulations.

GCHA may terminate or refuse to renew this Lease for serious or repeated violations of the material terms of this Lease, such as failure to make the payments due hereunder, or failure to fulfill the Resident obligations set forth herein, or for other good cause.

Failure or omission of GCHA to terminate this Lease for any breach of any covenant or obligation herein shall not waive the right to terminate later for similar or other causes, nor shall any failure or omission be held to constitute acceptance of or consent to the breach.

12. GRIEVANCE PROCEDURE.

All disputes concerning the obligations of the Resident or GCHA shall be resolved in accordance with the GCHA Grievance Procedures. The Grievance Procedure is available at the Project office.

13. MODIFICATIONS.

This Lease may only be modified by a written document executed by both parties, except for rent adjustments made pursuant to this Lease.

14. RELOCATION

In the event the Resident is housed in a unit which exceeds the occupancy standard for the particular Resident (for example, an able-bodied person in a handicapped accessible unit), the Resident agrees to move to a conforming unit when such conforming unit is available.

15. COSTS FOR EVICTION.

Resident shall pay all costs including a reasonable attorney's fee incurred in enforcing this Lease or in recovering possession of the dwelling unit. No costs shall be recovered from Resident if Resident prevails.

16. WAIVERS.

Failure of GCHA to insist upon the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of GCHA's right to thereafter enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

The acceptance or payment of any rent, in part or in full, after occurrence of any cause of termination shall not be a waiver of such right of termination. The receiving by GCHA of any rent in arrears, or receiving of rent after notice or institution of any suit for possession, shall not be considered as a waiver of such notice or suit or the waiver of any of the rights of GCHA herein.

EXECUTED this _____ day of _____, 20_____.

GRANITE CITY HOUSING AUTHORITY

By _____

RESIDENT:

WITNESS

SAMPLE