

HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

Part I establishes the Terms and Conditions of the lease.

These apply to all residents;

Part II is a lease contract. This is executed by the resident and the Moline Housing Authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers or certification on file that they do not have a Social Security Number, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the Housing Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household age 18 and older must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Moline Housing Authority working hours.

PART I OF THE RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Moline Housing Authority (called "Housing Authority") and Tenant named in Part II of this lease (called "Tenant"). [24 C.F.R. § 966.4 (a)] (This refers to the Code of Federal Regulations which is the source or reference unless stated otherwise).

I. Description of the Parties and Premises: [966.4 (a)]

1. The Housing Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
2. Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. Tenant is required to physically maintain residence in the dwelling unit. The Housing Authority 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 Housing Authority's policy on such activities. [966.4 (d)(1 & 2)]
3. Any additions to the household members named on the Lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Housing Authority. Such approval will be granted only if the new family members pass the Housing Authority'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. [966.4(d)(3)(i)] Tenant agrees to wait for the Housing Authority's approval before allowing additional persons to live in the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Housing Authority may terminate the lease in accordance with Section XVII. [966.4 (k)(2)]
4. The Tenant shall report deletions of any household members named on the Lease for any reason from the household to the Housing Authority in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. Lease and Amount of Rent

1. This Lease is for an initial term of one (1) year. Thereafter, unless otherwise modified or terminated in accordance with Section XVII; this Lease shall automatically be renewed for successive terms of one year. [966.4 (a)(1)] Families will be required to execute a new lease each year during the annual MHA household reexamination. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Housing Authority in

accordance with Section VII herein. [966.4 (c)] The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Housing Authority in compliance with HUD regulations and requirements and in accordance with the Housing Authority's Admissions and Occupancy Policy. [966.4 (c)]

2. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (b)(1), (e)(1) & (3)] When the Housing Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Housing Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to Section VII, herein, and the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Housing Authority. If Tenant asks for an explanation, the Housing Authority shall respond in a reasonable amount of time. [966.4 (c)(4)]

III. Other Charges in addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amount(s) of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]

1. 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 Housing Authority 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 Charge posted by the Authority or (for work not listed on the Schedule of Maintenance Chares) based on the actual cost rounded to the nearest dollar to the Housing Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4(b)(2)]
2. Excess Utility Charge – At developments where utilities are provided by the Housing Authority, 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. See Part II of this Lease for specifics. [966.4(b)(3)]
3. Late Charges -- A late charge of \$25.00 for rent or other charges will be due and collectible two weeks after the Housing Authority has given written notice of the charges. [966.4(b)(3)]
4. The Housing Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Housing Authority's written notice of the charge. [966.4(b)(4)]

5. Yard Clean-up Charge – A charge of \$25.00 will be imposed if trash, garbage, or pet waste are not properly disposed of in garbage containers.

IV. Payment Location

Rent and other charges shall be paid at the management office where the tenant resides or at other locations specifically designated for the development where the tenant resides. The management office is located at 4141 – 11th Avenue A., Moline, Illinois. There are drop boxes at Hillside and Spring Valley. However, if needed as a reasonable accommodation, the Housing Authority shall make other arrangements for payment of rent at the specific request of the tenant. [8.24(a)(1)(2) and (b)]

V. Security Deposit

1. Tenant Responsibilities: Tenant agrees to pay an amount \$250.00 for multi-family developments and hi-rises. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4(b)(5)]
2. Housing Authority's Responsibilities: The Housing Authority may use the Security Deposit at the termination of this Lease:
 - a. To pay the cost of unpaid rent, damages listed on the Move-Out Inspection Report or other unpaid charges in addition to rent under the lease owed by Tenant at the termination of this lease.
 - b. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
3. The Housing Authority 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 dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Housing Authority. If no deductions are necessary the return of a security deposit shall occur within 30 days after Tenant moves out, pursuant to Illinois Security Deposit Return Act. The Housing Authority agrees to return the Security Deposit (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Housing Authority with a forwarding address. If any deductions are made from the security deposit, the Housing Authority will furnish Tenant with a written itemized statement of any such damages, and the cost of damage and/or other charges deducted from the Security Deposit within thirty (30) days of tenant vacate date.

VI. Utilities and Appliances [966.4 (b)(1)]

1. Housing Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Housing Authority will supply the indicated utility:

electricity, natural gas, heating fuel, water, sewer service. The Housing Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part II of the Lease Agreement, the Housing Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, space heaters etc., may be installed only upon prior submission of written notice to the Housing Authority, with the prior written approval from the Housing Authority and pursuant to relevant Housing Authority Policies. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as provided in Part II of this Lease shown on the Schedule posted in the Project Office. [966.4(b)(2)]

2. Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Housing Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4(f)(8)] Tenant also agrees to abide by any local ordinance or Housing Authority rules restricting or prohibiting the use of space heaters in multi-dwelling units. [966.4(f)(8)] Tenant also agrees to abide by any laws, local ordinance or Housing Authority rules limiting, restricting or prohibiting the use of space heaters in dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

1. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Housing Authority, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. [966.4(d)(1) & (2)], provided that they show proof that they are complying with, and have obtained state and municipal authorizations, if necessary.
2. This provision permits accommodation of Tenant's guests or visitors for a period not exceeding thirty (30) cumulative calendar days during any 12-month period. Tenant should inform their Housing Coordinator and sign in all guests or visitors that will be present in the unit for more than three (3) consecutive nights. Guests who represent or use the tenant's public housing unit address as their residence address or address of record for receipt of benefits or any other purpose will be considered unauthorized occupants.
3. Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Housing Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Tenant, or designated member(s) of Tenant's family will find more suitable housing and move the Tenant from the dwelling unit. At the

time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

If there is no family member who can or will take responsibility for moving the Tenant, the Housing Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XVII of this Lease. [8.3]

4. Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
 - a. If the Tenants have chosen an income-based rent, then at least once annually, the Tenant is required to provide current and accurate information regarding income, assets, allowances, deductions, and family composition to enable the HA to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit. Tenant must report within 10 working days any change to the composition of the household. [5.617(a)(1)]
 - b. If the tenant has chosen a flat rent, then the Housing Authority shall re-examine the Tenant's income, assets, allowances, and deductions every three years. Tenant's family composition must be re-examined every year. Tenant must report within 10 working days any change to the composition of the household.
 - c. Families reporting \$0.00 per month in income will be scheduled for an interim reexamination every 90 days. Families will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.
 - d. Tenant promises to supply the Housing Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [5.617(b)(2)] Failure to supply such information when requested is a serious violation of the terms of the lease, and the Housing Authority may terminate the lease. All information must be verified. Tenant agrees to comply with the Housing Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)] The Housing Authority 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 the Housing Authority 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 Occupancy Policy, which is publicly posted in the Project

Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- e. If the family fails to appear for the second recertification appointment, and has not rescheduled or made prior arrangements, the families will be considered to be in non-compliance and are in serious violation of the material terms of the lease which is grounds for termination of the lease and eviction in accordance with Section XVII.
 - f. When the Housing Authority redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the Housing Authority's schedule of Utility Allowances for families in the Housing Authority Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the Housing Authority shall notify the tenant that the tenant may ask for an explanation stating the specific grounds of the Housing Authority determination, and that if tenant does not agree with determination, the tenant shall have the right to request a hearing under the Housing Authority's grievance procedure. [966.4(c)(4)]
5. Rent will not change during the period between regular re-determination UNLESS during such period: [5.617(a)(2)]
- a. A person with income joins the household or who has income paid on their behalf joins the household; or
 - b. An increase in the household income in excess of \$200.00 per month (\$200 threshold does not apply to zero (\$) income tenants); or
 - c. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [5.613] If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge); or
 - d. It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Housing Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or
 - e. Rent formulas or procedures are changed by Federal law or regulation.
6. All changes in income and family composition must be reported to the Housing Coordinator within 10 days of the occurrence by the tenant completing, signing, and submitting a Request for Interim Adjustment to the management office. Failure to report within the 10 days may result in a retroactive rent charge. [966.4(c)(2)] This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children or other persons

who are not minor children of the Head of Household to move back into the unit without prior approval of the Housing Authority. Approval will be granted, subject to the HA screening procedures, if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

7. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
 - a. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the month in which the change occurred if the income decrease is reported on, or before, the MHA accounting cut-off date, which is the 20th day of each month. The adjustment will be effective the first day of the second month following the month in which the change occurred if the income decrease is reported after the 20th day of the month. However, no decrease shall be made until the Housing Coordinator or designee receives the third-party verification(s). A decrease that is verified to last less than 30 days will not be processed.
 - b. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - c. In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Housing Authority notifies the tenant of the law or regulatory change.
 - d. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Housing Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - e. A tenant's rent shall not be reduced if the reduction in income is due to a reduction in welfare assistance benefits because of the Tenant's failure to comply with the program requirements or because of fraud.
 - f. Tenant will have the right to file a written grievance with the Housing Authority pursuant to the Housing Authority Grievance Procedure Policy.
8. Transfers [966.4(c)(3)]
 - a. Tenant acknowledges that if the Housing Authority determines the size of a Tenant's current dwelling unit is not the appropriate size based on the Tenant's family composition, the Housing Authority shall send Tenant written notice of such determination. Tenant agrees to accept a new lease for a different dwelling unit of the appropriate size.

- b. After proper written notice a Tenant without physical disabilities who is residing in a handicap or physical adaptable unit must transfer to a dwelling unit without such features should a Tenant or applicant with disabilities need the unit. [8.27(b)]
- c. The Housing Authority will consider any Tenant request for transfer in accordance with the transfer priorities established in the Admission and Occupancy Policies.

VIII. Housing Authority Obligations [966.4(e)]

The Housing Authority shall be obligated:

1. To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4(e)(2)]
3. To make necessary repairs to the dwelling unit; [966.4(e)(3)]
4. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
5. To 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 the Housing Authority; [966.4(e)(5)]
6. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [966.4(e)(6)]
7. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4(e)(7)]
8. To notify Tenant of the specific grounds for any proposed adverse action by the Housing Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Housing Authority is required to afford Tenant the opportunity for a

hearing under the Housing Authority's grievance procedure for a grievance concerning a proposed adverse action:

- a. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 U.S.C. §966.4(l)(3) shall constitute adequate notice of proposed adverse action.
 - b. In the case of a proposed adverse action other than a proposed lease termination, the Housing Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]
9. Reasonable Accommodations for Residents with Disabilities: The Housing Authority will make reasonable accommodations with the property under this lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

1. To comply with all the rules, regulations, terms and conditions, and policies set forth in the Resident Handbook, the Admissions and Continued Occupancy Policy (ACOP), the Smoking Ban Policy, Moline Housing Authority Rules and Regulations, HUD Regulations, the Moline Housing Authority Parking Policy, the Moline Housing Authority Park Policy, the Firearms Policy, the MHA Air Conditioner Policy, Moline Housing Authority Housekeeping Guidelines, and abide by other necessary and reasonable policies, rules and regulations established by the Housing Authority and posted in the management office. All of the above are incorporated by reference in the lease and are for the benefit and well-being of the Housing Authority's properties, the community and residents. Any and all copies of policies attached to this lease will be the most current version of the policy, and subject to change per Housing Authority regulations. Any violation of the rules, regulations, and policies also constitutes a serious material violation of this lease and can be grounds for termination of the lease and eviction in accordance with Section XVII. If the terms of the lease and other rules, regulations, and policies conflict, the terms of this lease and the Federal Regulations shall prevail. [966.4(f)(4)]
2. Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
3. Not to give accommodation to boarders or lodgers, [966.4(f)(2)], without the advance written consent of the Housing Authority.

- a. Not to give accommodations to long-term guests in excess thirty (30) cumulative calendar days during any 12-month period without the advance written consent of the Housing Authority.
4. The above 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 Housing Authority's Occupancy standards, and so long as the Housing Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4(d)((3)(i)]
5. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4(f)(3) & (d) (1 & 2)] (See also Sec. I(b)). Tenant also agrees to use dwelling units as their primary and sole address and to not allow another person to use the tenant's public housing unit address as the address of record for that person. Tenant may obtain a Post Office Box from the United States Postal Service in addition to the Housing Authority dwelling unit postal address.
6. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
7. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances, windows, and walkways for the exclusive use of Tenant, free from obstructions, hazards and trash and keeping the yard free of debris and litter. [966.4(g)]
8. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in the dumpsters provided by the Housing Authority. [966.4(f)(7)]
9. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
10. To refrain from, and to cause household and guest to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or Housing Authority property. [966.4 (f)(9)]
11. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4(f)(10)]
12. To act, and cause household members or guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and be conducive to maintaining all Housing Authority projects in a decent, safe and sanitary condition. [966.4(f)(11)]

13. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority, or;
 - b. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, 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.) [966.4(f)(12)]
14. Unless otherwise stated by this lease, any three lease violations may result in a termination of the lease and an eviction notice. The three lease violations do not need to be for the same occurrence or type for a termination of the lease and an eviction notice to be served to the household.
15. To make no alterations or repairs or redecoration or paint to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Housing Authority. To make no changes to locks or install new locks on exterior or interior doors without the Housing Authority's written approval. To use no tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Housing Authority.
16. To agree to notify the Housing Authority if he/she is going to be absent from the dwelling unit for more than thirty (30) days and provide a means for the Housing Authority to contact the resident in the event of an emergency. Failure to advise the Housing Authority of extended absences is grounds for termination of the Lease and an eviction notice.
17. To agree that any member of the household will be considered permanently absent and shall be deleted from the lease if he/she is away from the dwelling unit for 180 consecutive days except as otherwise approved by the Executive Director or his/her designee.
18. To agree that if the Tenant (sole member of the household) is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent and shall be deleted from the lease if he/she is incarcerated for three (3) consecutive months.
19. To act in a cooperative manner with neighbors, visitors, contractors and the Housing Authority's Staff and cause members of Tenant's household or guests to refrain from acting or communicating in an abusive, threatening or harassing

manner toward neighbors, visitors, contractors, and the Housing Authority's staff.

20. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials or gas operated equipment in or upon the premises.
21. To agree to keep working batteries in smoke detectors and to refrain from removing the batteries or the smoke detectors. Removal of smoke detectors or the batteries is grounds for termination of the Lease and eviction.
22. To avoid obstructing sidewalks, areaways, patios, breezeways, alcoves, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
23. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Authority.
24. To ensure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Housing Authority development except in accordance with the Housing Authority's pet policy. However, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Housing Authority's pet policy, although it is subject to reasonable health and safety rules.
25. To remove from Housing Authority property any vehicles without valid registration and current Illinois license plates as dictated by Illinois State Law, or that are in violation of the MHA Parking Policy. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Housing Authority. Any inoperable or unlicensed vehicle as described above will be removed from Housing Authority property at Tenant's expense. Automobile repairs are not permitted on project site, unless specified in the Parking Policy. To refrain from parking or driving vehicles on the lawn or other areas which are not designated for parking or driving.
26. To remove any personal property left on Housing Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Housing Authority. Costs for storage and disposal shall be assessed against the former Tenant.
27. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE HOUSING AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common

areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs and tenant will be liable for any damage/charge attributable to the failure to report.

28. Not to commit any fraud in connection with any Federal housing assistance program.
28. Not to receive assistance for occupancy of any other unit assisted under any Federal Housing Assistance program during the term of the lease for longer than 10-day transition period.
29. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
30. To agree that all personal property placed in the dwelling unit or any other place adjacent thereto, shall be at the Tenant's sole risk, and the Housing Authority shall not be liable to the Tenant or Tenant's family, employees, invitees, or licensees for any damage, loss, theft or destruction thereof unless caused by the negligence of the Housing Authority. The Tenant is responsible for obtaining insurance on Tenant-owned furnishings and personal property if desired.
31. For the purpose of this dwelling Lease, the term "unauthorized border" means a person" (a) who is not on the lease (b) tenant has not informed their Housing Coordinator about this person, and (c) is in a leased unit with the consent of the tenant and household member for more than thirty (30) cumulative days in a 12-month period. An unauthorized border is defined as an adult 18 years of age or older.

Any person with a pattern of regular overnight visits in violation of the unauthorized border policy will be subject the Tenant to termination of his or her tenancy.

Prior to the expiration of the thirty (30)-day period or any extended period granted by the Housing Authority, the tenant may apply with the Housing Authority to request that the guest become a permanent member of the household and have their name added to the Lease according to the Admission and Occupancy Policy. The addition of another permanent member to the household may change the amount of rent due from the tenant if the tenant has previously selected an income-based rent option.

32. To cooperate and assist the Housing Authority in the elimination of infestation of roaches and other pests. Failure to cooperate with the Housing Authority in the preparation of the unit for pest control treatment may be cause for the Tenant to be charged, according to the charges posted in the office, or for the lease to be terminated.

33. Not to prop open any fire, security and entry doors. Tampering with a fire, security or entry door is a material breach of this lease.
34. Swimming pools, picnic tables, slip and slides, sandboxes, clotheslines, swing sets, slides, benches, and covered swings and gliders are not allowed on Housing Authority property. Birdbaths are not allowed in mowing areas. The birdbath must be cleaned out on a weekly basis.
35. Not to place decals on unit doors, appliances and cabinets supplied by the Housing Authority, nor place any material such as contact paper, paneling or fabric of any kind on the shelves, walls or ceiling.
36. Tenant agrees to abide by the Smoke Free Policy attached to this Lease which also includes limitations on the use of medical marijuana. Tenant agrees not to use tobacco products in living units, indoor areas, laundry rooms, community facilities, day care center, electrical closets, storage units, administrative office buildings, and in all outdoor areas within 25 feet of the housing and administrative office buildings.

Tobacco products are products that involve the ignition and burning of tobacco leaves such as cigarettes, cigars, pipes, electronic nicotine delivery systems, and water pipes (also known as hookahs).

Violations of this rule could lead to warnings, lease violations, and/or eviction notice.

X. Firearms, Knives, Clubs and Other Weapons

1. Tenant agrees to abide by the Firearms Policy attached to this Lease. In addition, Tenant and Tenant's guest will not display, use, or possess or allow member of Tenant's household or guest to display, use or possess any firearms, (operable or inoperable) or other offensive weapons, including "B-B" guns, paint ball guns, and/or "Pellet" guns, a firearm, gun, bow and arrow, slingshot, edged weapon or other weapon, as defined by the laws and courts of the State of Illinois outside of the unit or on the property of the housing authority. The use of or the threat to use a knife, club or any other weapon against any person, or on the housing authority's property will be considered a serious violation of the terms and conditions of this Lease. Violating this rule will result in an immediate eviction notice being served to the household.
2. Tenant or Tenant's guest further agree not to use or threaten to use, a knife, club or any other weapon against any person, or on housing authority property. The use of or the threat to use a knife, club or any other weapon against any person, or on the housing authority's property will be considered a serious violation of the terms and conditions of this Lease and will be subject to termination of the Lease and an eviction notice

XI. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

1. The Tenant will immediately notify the Housing Authority of all damages to the apartment. Maintenance shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health, and safety of the Tenant. The housing authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4(h)(2)] If the damages are covered by the Housing Authority's insurance, an amount not to exceed the deductible of that insurance, will be assessed to the Tenant.
2. The Housing Authority shall offer Tenant a standard alternative accommodation, if available, if necessary repairs cannot be made within a reasonable time. The Housing Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. [966.4 (h)(3)] Tenant shall accept any replacement unit offered by the Housing Authority.
3. In the event repairs cannot be made by the Housing Authority, as described above, or alternative accommodations are not provided in accordance with this Section, the monthly rental shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by the Housing Authority. No abatement of rent shall occur if Tenant rejects the alternative accommodations or if the damage is caused by Tenant, household members or Tenant's guest(s). [966.4(h)(4)]
4. If the Housing Authority determines that the dwelling unit is unsuitable for tenancy because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated.

XIII. Inspections

1. Move-in Inspection: The Housing Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Housing Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Housing Authority and Tenant and a copy of the statement retained in Tenant's folder. [966.4(i)] Any repairs needed to the unit will be noted on the inspection report and will be corrected by the Housing Authority, at no charge to Tenant.
2. Other Inspections: The Housing Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if

any, for repairs or removal of non-approved alterations to the unit. The Tenant agrees to permit the agents or employees of the Housing Authority to enter the dwelling unit during reasonable hours for the purpose of making inspections or repairs or for showing the dwelling unit for re-leasing.

3. Move-out Inspection: The Housing Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Housing Authority. [966.4(i)]

XIV. Entry of Premises During Tenancy

1. Tenant Responsibilities

- a. Tenant agrees that the duly authorized agent, employee, or contractor of the Housing Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:30 a.m. to 6:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, pest control treatment or showing the unit for re-leasing. [966.4(j)(1)]
- b. When Tenant calls to request maintenance on the unit and Tenant is absent from the dwelling unit when the Housing Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- c. Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease violation and/or lease termination.

2. Housing Authority's Responsibilities

- a. Except as provided in paragraph XIV 2(b), Housing Authority shall give Tenant at least forty-eight (48) hours written notice that the Housing Authority intends to enter the unit. Housing Authority may enter only at reasonable times. [966.4(j)(1)]
- b. The Housing Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4(j)(2)] If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Housing Authority shall leave in the dwelling unit a written statement specifying the

date, time and purpose of entry prior to leaving the dwelling unit.
[966.4(j)(3)]

XV. Notice Procedures

1. Tenant Responsibility-- Any notice to Housing Authority must be in writing, delivered to the Site Office or to Housing Authority's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
2. Housing Authority Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any member (13 years of age or older) of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
3. Unopened, unclaimed or refused first class, certified or registered mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
4. If Tenant is visually impaired, all notices will be hand delivered and verbally communicated. [966.4 (k)(2)]
5. If Tenant abandons or vacates a unit, the Housing Authority, subject to Illinois law, can post notices to the door.

XVI. Violence Against Women Act

Incidents of domestic violence, dating violence or stalking shall not be good cause for denying victims access to or termination from the public housing program or for terminating a lease held by a victim of such violence.

1. Incidents of threatened or actual domestic violence, dating violence or stalking may not constitute grounds of termination for the victim of such violence.
2. Criminal activity directly related to domestic violence, dating violence or stalking by a member or guest of resident's household shall not be grounds for termination of tenancy against the victim of such violence.
3. Housing Authority may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who engaged in criminal acts of physical violence against family members without evicting the victims of such acts
4. Housing Authority may honor court orders addressing rights of access or control of the property, including civil protection orders, among family members.
5. Housing Authority may evict residents for any violation of leases not premised on domestic violence, so long as Housing Authority does not subject victims of domestic violence to more demanding standards in eviction proceedings.

6. Housing Authority may still evict residents if Housing Authority can demonstrate that a tenancy is an actual and imminent threat to other residents or employees.

State or local law which provides greater protections to victims of domestic violence will control. Additionally, Housing Authority may require individuals seeking protection under the above provisions to certify their status as a victim of domestic violence, dating violence or stalking. This certification may be on an approved HUD form (currently HUD-50066), in a court record, or in a signed statement from a professional who has rendered assistance to the victim in connection with the incidents of domestic violence.

XVII. Termination of Lease

The Housing Authority shall terminate or refuse to renew the Lease for: [966.4(l)(2)]

A. Serious or repeated violations of material terms of the Lease, such as:

1. Failure to make payments due under the lease (including rent, air condition charges, utility charges, late fees and maintenance charges). If you are late paying your rent three times in any 12-month period, you may lose your housing.
2. Failure to satisfy Tenant obligations set forth in Section IX above or any obligation under this Lease. [966.4(i)(2)]
3. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income, assets, expenses, or composition needed to process annual reexaminations or interim re-determinations. [944.4(c)(2)];
4. Misrepresentation of family income, assets, or composition [966.4(i)(2)];
5. Serious or repeated damage to a dwelling unit, acts of destruction, defacement or removal of Housing Authority property, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site by Tenant, Household Member or Guest(s);
6. Failure to perform required community service or to be exempted therefrom;
7. Failure to allow inspection of the unit;
8. Determination that a family member knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in the unit or other noncompliance with non-citizen requirements;
9. Determination or discovery that a resident is a registered sex offender;
10. Failure to maintain current payments on any monies owed a Housing Authority; or
11. Any fire on Authority premises caused by the tenant, household member, or guest's actions or neglect. [966.4(l)(2)]
12. The Tenant's inability, by reason of physical or mental impairment, to comply with the material provisions of this lease after all reasonable accommodations are considered or implemented.
13. Failure to pay Tenant utilities. MHA reserves the right to reconnect utilities into MHA's name, at Tenant's expense, to ensure no damages occur to rental unit, fixtures or equipment.

14. Failure to accept MHA's offer of a lease revision to an existing lease; that is on a form adopted by MHA in accordance with 24 CFR 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

B. Other good cause, including, but not limited to the following:

1. Criminal Activity. The Housing Authority will not tolerate violations of the Lease terms regarding drug abuse and other criminal activity.

- a. The following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause of termination of this Lease and eviction from the dwelling unit, even in the absence of an arrest or conviction.
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other tenants; or;
 - ii. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, or;
 - iii. Any drug-related criminal activity on or off such premises.
- b. The following criminal activity by the tenant or other household members shall be grounds for termination of the Lease and eviction from the dwelling unit:
 - i. conviction of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 - ii. mandatory lifetime registration requirement under a State sex offender registration program;
 - iii. mandatory registration requirement for any period of time under a State sex offender registration program;
 - iv. conviction of any criminal sex offense.
- c. This policy applies to all residents of the Housing Authority individuals who engage in illegal drug use and/or other criminal activity may be evicted from their dwelling unit after one (1) such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- d. Any criminal activity or drug-related criminal activity specified above constitutes a serious violation of material terms of the lease and will be

grounds for termination of the lease and eviction from the dwelling unit. Such activity constitutes grounds for termination and eviction notwithstanding the absence of an arrest or conviction.

- 2, Civil Activity. Any smoking of prohibited tobacco products in restricted areas, as defined by MHA policy and HUD regulations, including 24 CFR 965.653(a), or in any other outdoor areas that MHA has designated as smoke-free. This includes a tenant, member of the tenant's household, guests, or other person under the tenant's control. The smoking of, or use of marijuana is not allowed anywhere on Moline Housing Authority property except in the limited circumstances described in the attached Smoke Free Policy.
3. Violation of any of the MHA policies attached to, and made a part of this Lease.

XVIII. Lease Termination Notice and Procedure

1. The Housing Authority shall terminate this Lease by giving the Tenant advance written Notice of Termination of the Lease of:
 - a. 14 calendar days for nonpayment of rent;
 - b. 10 calendar days if the health and safety of other residents, MHA employees, or persons in the immediate vicinity is threatened, any member of the household is engaging in drug-related or violent criminal activity, or if any member of the household has been convicted of a felony;
 - c. 30-days written notice, except that if a state or local law allows for a shorter notice period (for violations other than non-payment of rent), such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

2. The Notice of Lease Termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of his or her right to make such reply as the Tenant may wish and of Tenant's right to examine Housing Authority documents directly relevant to the termination or eviction. [966.4(l)(3)(ii)]
3. When the Housing Authority is required to afford the Tenant the opportunity for a grievance hearing, the notice shall inform the Tenant of the right to request such a hearing in accordance with the Housing Authority's grievance procedures. [966.4(l)(3)(ii)]
4. Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination under this section. [966.4(l)(3)(iii)] This notice will state that the tenant has the right to request a reasonable accommodation. The Notice to Vacate shall be in writing and specify that if Tenant fails to quit (move from) the premises within the

applicable period, appropriate action will be brought against Tenant, and Tenant will be required to pay the court costs and attorney's fees accrued.

5. When the Housing Authority is required to offer the Tenant the opportunity for a hearing under the Housing Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate until the grievance process has been completed or the time for the Tenant to request a hearing has expired. [966.4(l)(3)(iv)]
6. When the Housing Authority is not required to offer the Tenant the opportunity for a hearing under the Housing Authority's grievance procedure and the Housing Authority has decided to exclude such grievance from Housing Authority grievance procedures, the notice of lease termination shall:
 - a. State that tenant is not entitled to a grievance hearing on the termination.
 - b. Specify the judicial eviction procedure to be used by the Housing Authority for eviction of the tenant and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of the due process as defined in HUD regulations.
 - c. State whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity. [966.4(l)(3)(v)]
7. All court cost and legal fees incurred by the Housing Authority in connection with the tenant eviction will be charged to the tenant if the Housing Authority prevails on any part of its legal action against the tenant. Additionally, any expenses the Housing Authority incurs in an attempt to collect any money owed the Housing Authority by the tenant shall be charged against the tenant.
8. When the Housing Authority evicts a tenant from a dwelling unit for criminal activity, the Housing Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery. [966.4(l)(5)(iii)(B)]

IX. Waiver

No delay or failure by the Housing 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 II OF THE LEASE.)