



DRAFT

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2018 CHICAGO RESIDENTIAL LEASE IMPORTANT

MESSAGE FOR COMPLETING LEASE

- This lease is date sensitive and is up to date with local, county and state law for 2018. Do not use for subsequent calendar years. The lease will be updated annually.
- The attached lease is in a fillable PDF format to aid in its use.
- The lease must be used in its entirety. The lease, including REQUIRED attachments, is 25 pages.
- Fill in each blank. If not applicable use "N/A" or in the case of no security deposit use "None".
- Spaces are provided if you as an owner or owner's agents insist upon taking a security deposit.
- C.A.R. recommends avoiding the taking of security deposits due to the punitive nature of the Chicago RLTO.
- Please note that as a landlord, you are responsible for keeping abreast of legislation, which changes frequently.



Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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V1 2018

This form is intended to be a binding real estate contract

Date of Lease	Term of Lease		Monthly Rent
	Lease Beginning Date	Lease Ending Date & Time	
/ / 2018			

Leased Address (Premises):	
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In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
		A Security deposit is being held by Landlord (if any)	\$
		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
		Non-Refundable Move-In Fee (if any)	\$
		Pets Permitted (description of any pet permitted during lease):	
		Parking included in lease (space number(s) if any):	
		Additional Storage Location (if any):	
		Furnished? If yes, Furnished Rider Attached	
		Rent shall include the following (check those that apply):	<input type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input type="checkbox"/> Other
		Appliances owned and provided by Landlord (check those that apply):	<input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Other
		Landlord's Property Insurer: (Name, Address, and Phone of Homeowner Insurance Company):	
		Tenant's Property Insurer: (Name, Address, and Phone of Renter Insurance Company):	

Identification of Tenant(s):	
Name(s)	
Telephone:	
Email:	

Landlord(s) or Authorized Management Agent:	
Name(s):	
Address:	
Telephone:	
Email:	

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	
Address:	
Telephone:	

Additional Agreements and Covenants:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

Tenant(s): SIGNATURE		Landlord(s): SIGNATURE	

Lead-Based Paint and Radon Disclosures (Separate Documents)

Lead-Based Paint Hazard Disclosure: ☐ Applicable ☐ Not Applicable

Disclosure of Radon Hazards: ☐ Applicable ☐ Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Heating Cost Disclosure

The cost of heating is the responsibility of the ____ Tenant ____ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$_____.

Tenant Acknowledgment _____

Notice of Conditions Affecting Habitability

- ☐ None Known
☐ See Attached

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

Tenant Acknowledgment _____

Tenant hereby acknowledges receipt of the following:

- ☒ Receipt of Heating Cost Disclosure
☒ City of Chicago Building Code Violations
☒ Preventing Bedbug Infestations in Apartments Pamphlet
☒ Protect Your Family From Lead in Your Home Pamphlet
☒ Radon Testing Guidelines Pamphlet
☒ City of Chicago Residential Landlord and Tenant Ordinance Summary
☒ Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
____ Security Deposit Receipt (if applicable)
____ Condominium Association Rules & Regulations (if applicable)

Tenant Acknowledgment _____

LEASE COVENANTS AND AGREEMENTS

1. Application. Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment _____

2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and

appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment _____

3. Tenant Responsibility Regarding Bed Bug Infestation. Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

Tenant Acknowledgment _____

4. The Rent. Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

5. Late Fee. The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

6. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$_____ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

7. Possession. Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

8. Security Deposit. (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

9. Use of Premises. The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by the Landlord, no person not listed in the Application may occupy the Premises for more than a single two week period, during any single year of the Lease term. Neither Tenant nor any person in legal occupancy of the Premises with the Tenant shall perform nor permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago. Further, at no time during the Term of this Lease shall Tenant enter into short-term subleases, rooms for rent, or Air Bed & Breakfast agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

10. Tenant Maintenance Obligations. Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

11. Sublease. Tenant shall not sublease this Lease without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from the Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

12. Assignment. Tenant shall not assign this agreement without the prior written consent of Landlord

13. No Alterations. Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of the Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

14. Right of Access by Landlord. Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15. Right of Access to Show Premises to Prospective Tenants and Purchasers. Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease the Premises or sell the property, and Tenant shall be liable for any damages caused by breach of this provision.

16. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

17. Heat and Water. If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to the Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

18. Utilities. Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

19. Damages and Negligence. Tenant shall be liable for any damage done to the premises as a result of Tenant's direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

20. Abandonment. The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

21. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to the Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

22. Damage or Destruction. If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

23. Tenant's Personal Property. Except as provided by applicable law, Landlord shall not be responsible for the loss of any of the Tenant's personal property in the Premises or any part of the building. Tenant shall obtain insurance sufficient to cover all potential losses.

24. Landlord's Title. Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs, damages and legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance or, in the absence thereof, as incurred by Landlord.

25. Legal Expenses. Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance or, in the absence thereof, as incurred by Landlord.

26. Litigation Escrow. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

27. Surrender of Possession. Tenant shall surrender possession of the Premises and return the keys to the Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if the Tenant returns the keys to the Landlord prior to the expiration of this Lease.

28. Subordination of Lease/Estoppel. This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

29. Eminent Domain. If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated.

30. Heirs and Assigns. All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

31. Acceptance of Rent after Tenant Breach. Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of the Tenant breach.

32. Time of the Essence. Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

33. Severability. In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

34. Landlord's Remedies. All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

35. No Additional Energy Draining Devices. Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

36. Storage. Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

37. Joint and Several Liability. All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

38. Re-Keying of Locks upon Prior Tenant Vacating. Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall upon request immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

39. Criminal Activity by Tenant. If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the

commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

40. Rules and Regulations of Condominium/Homeowners Association. If the premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
4. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of the Landlord, which consent shall constitute a license revocable immediately upon written notice of the Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when Barbeque grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a Barbeque grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

Guaranty: On _____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

Guarantor: _____

Guarantor
Information:

Name	
Address	
Phone	
Email	

Preventing BEDBUG

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Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance providing that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

What can I do to prevent bed bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put unwashable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't re-infest them.

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:

• Don't interfere with an inspection or with treatment.

- Grant access to your apartment for an inspection or a treatment
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

What penalties can a tenant face for not complying with these requirements?

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

What are my rights as a tenant under this ordinance?

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.

- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

How much time does a landlord have to provide a pest management professional?

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

Does the ordinance require any specific type of inspection or treatment?

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

What penalties can a landlord face for not complying with these requirements?

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

What should I do if my landlord is not responsive?

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

Additional information, including a copy of the ordinance, can be found at

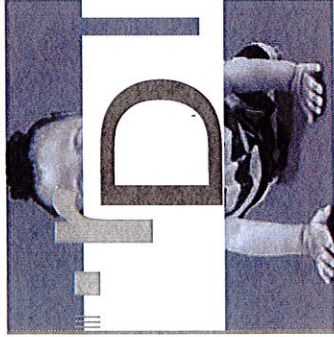
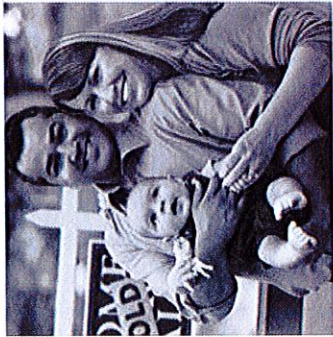
www.d1.yofchicago.org/beatth

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[@ChiPublicHealth](https://twitter.com/ChiPublicHealth)


[/ChicagoPublicHealth](https://www.facebook.com/ChicagoPublicHealth)



Protect Your Family From Lead in Your Home

&EPA United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

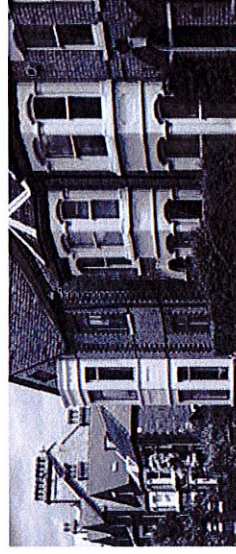
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soles off shoes before entering your house.

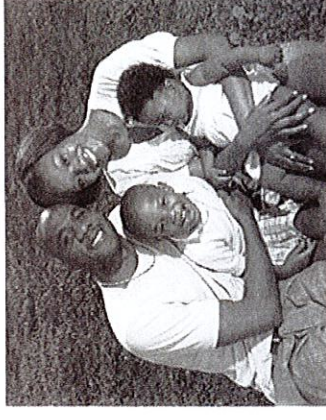
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they :

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

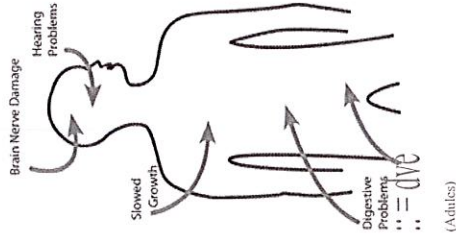
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer use of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² 15 U.S.C. 2602(a)(1)(A) and 15 U.S.C. 2602(a)(2)(A).

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($1\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $1\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips — which you can see — and lead dust — which you may not be able to see — both can be hazards.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
 - A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
 - A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.
- Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **800-424-LEAD (5323)** for a list of contacts in your area.³

³ HP_rinn-or<OPPh-ch"llPnnPd inrlvld us<m.v"lCP<<thi<n umbpr thrn looh TTY hv

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (g /ft²) for floors, including carpeted floors
- 250 g /ft² for interior windows sills
- 400 g /ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters or other industries** that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- **Food and liquids** cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in pottery and porcelain.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

U.S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

<p>Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)</p> <p>Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES05-4 Boston, MA 02109 3912 (617) 372-7341</p>	<p>Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)</p> <p>Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704</p>
<p>Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)</p> <p>Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205 Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671</p>	<p>Region 7 (Iowa, Kansas, Missouri, Nebraska)</p> <p>Regional Lead Contact U.S. EPA Region 7 11201 Renner Blvd. Wynne, MO 64593 (800) 223-0425</p>
<p>Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)</p> <p>Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088</p>	<p>Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)</p> <p>Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966</p>
<p>Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)</p> <p>Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998</p>	<p>Region 9 (Arizona, California, Hawaii, Nevada)</p> <p>Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4280</p>
<p>Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)</p> <p>Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836</p>	<p>Region 10 (Alaska, Idaho, Oregon, Washington)</p> <p>Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200</p>

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U.S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U.S. EPA Washington DC 20460
U.S. CPSC Bethesda MD 20814
U.S. HUD Washington DC 20410
EPA-747-K-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Environmental Protection Agency (IEPA) Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEPA strongly recommends all homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

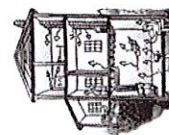
Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawlspace, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options		
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
Continuous Monitor/Test One test 8 hours or longer, performed with an active continuous monitor that integrates and records radon level hourly.	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Only last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IEMA-Division of Nuclear Safety

(If your simultaneous sequential tests are not in agreement or if you disagree whether or not they agree), contact the IEMA Division of Nuclear Safety Radon Program or your licensed radon measurement professional.



When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas such as above the crawl space and in the basement are considered independent tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.

Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 12/91 (07/13) A018

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- **Have a radon measurement professional.**
- **Ensure the IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.**
- **Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing.** www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if there are radon concentrations in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions as well as homebuyers request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires dosed-house conditions. Dosed house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- **Before Testing:** Begin dosed-house conditions at least 12 hours before the start of the short-term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.
- **During Testing:** Do not open windows, doors, or crawl spaces, and do not operate fans or other machines which bring air in from outside.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- **a family room, living room, or bedroom, with a fireplace or chimney;**
- **in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.**

For instance, if the house has one or more of the following foundation types, e.g., basement, crawlspace, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade areas, if an elevated radon concentration is found and confirmed.

DO NOT MEASURE:

- **in the kitchen, laundry room, or bathroom (because fans, sinks, and humidity may affect some detectors);** or
- **in crawl spaces, on floor or wall or ceiling, or right next to a sump pump, as this may cause a false high reading.**

The detector should be placed:

- **in an area where it will not be disturbed;**
- **at least three feet from doors and windows to the outside;**
- **at least one foot from exterior walls;**
- **at least six feet from the floor;**
- **at least four feet away from other objects horizontally and directly above the detector;**
- **away from heat, fireplaces, furnaces, and any forced-air ducts and areas of high humidity.**

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- **Information** about radon and radon testing;
- **Names** of licensed radon measurement professionals;
- **Names** of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety Radon Program at: 1 (800) 325-1245

IEMA-Division of Nuclear Safety

1001 Jefferson Street, Springfield, Illinois 62761

www.radon.illinois.gov

1001 Jefferson Street, Springfield, Illinois 62761



Rahm Emanuel
Mayor

CITY OF CHICAGO RESIDENTIAL LANDLORD AND TENANT ORDINANCE SUMMARY



At initial offering, this Summary of the ordinance must be attached to every written rental agreement and also upon initial offering for renewal. The Summary must also be given to a tenant at initial offering of an oral agreement, whether the agreement is new or a renewal. Unless otherwise noted, all provisions are effective as of November 6, 1986. {Mun. Code Ch. 5-12-170}

IMPORTANT: IF YOU SEEK TO EXERCISE RIGHTS UNDER THE ORDINANCE, OBTAIN A COPY OF THE ENTIRE ORDINANCE TO DETERMINE APPROPRIATE REMEDIES AND PROCEDURES. CONSULTING AN ATTORNEY WOULD ALSO BE ADVISABLE. FOR A COPY OF THE ORDINANCE, VISIT THE CITY CLERK'S OFFICE ROOM 107, CITY HALL, 121 N. LASALLE, CHICAGO, ILLINOIS.

IMPORTANT NOTICE

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

WHAT RENTAL UNITS ARE COVERED BY THE ORDINANCE? {MUN. CODE CH. 5-12-010 & 5-12-020}

- Rental units with written or oral leases (including all subsidized units such as CHA, IHDA, Section 8 Housing Choice Vouchers, etc.)

EXCEPT

- Units in owner occupied buildings with six or fewer units.
- Units in hotels, motels, rooming houses, unless rent is paid on a monthly basis and unit is occupied for more than 32 days.
- School dormitory rooms, shelters, employee's quarters, non-residential rental properties.
- Owner occupied co-ops and condominiums.

WHAT ARE THE TENANT'S GENERAL DUTIES UNDER THE ORDINANCE? {MUN. CODE CH. 5-12-040}

The tenant, the tenant's family and invited guests must comply with all obligations imposed specifically upon tenants by provision of the Municipal Code, applicable to dwelling units, including section 7-28-859:

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

LANDLORD'S RIGHT OF ACCESS {MUN. CODE CH. 5-12-050}

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

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081}

- A landlord must give a tenant a receipt for a security deposit including the owner's name, the date it was received and a description of the dwelling unit. The receipt must be signed by the person accepting the security deposit.
- However, if the security deposit is paid by means of an electronic funds transfer, the landlord has the option to give an electronic receipt. The electronic receipt must describe the dwelling unit, state the amount and date of the deposit, and have an electronic or digital signature. (eff. 10-8-10)
- However, the landlord may accept the payment of the first month's rent and the security deposit in one check or one electronic funds transfer and deposit such rent and security deposit into one account, if the landlord within 5 days of such acceptance transfers the security deposit into a separate account. (eff. 10-8-10)
- A landlord must hold all security deposits in a federally insured interest-bearing account in a financial institution located in Illinois. Security deposits and interest thereon shall not be commingled with the assets of the landlord.
- A written rental agreement must specify the financial institution where the security deposit will be deposited. If there is no written rental agreement, the landlord must in writing provide such information to the tenant within 14 days of the receipt of the security deposit. If the security deposit is transferred to another financial institution, the landlord must notify the tenant within 14 days of the transfer the name and address of the new financial institution. (eff. 10-8-10)

SECURITY DEPOSITS AND PREPAID RENT {MUN. CODE CH. 5-12-080 AND 5-12-081} (cont.)

- A landlord must pay interest each year on security deposits and prepaid rent held more than six months. (eff. 1-1-92)
- The rate of interest a landlord must pay is set each year by the City Comptroller. (eff. 7-1-97)
- Before expenses for damages can be deducted from the security deposit, the landlord must provide the tenant with an itemized statement of the damages within 30 days of the date the tenant vacates the dwelling unit.
- A landlord must return all security deposits and required interest, if any, minus unpaid rent and expenses for damages, within 45 days from the date the tenant vacates the unit.
- In the event of a fire, a landlord must return all security deposit and required interest, if any, minus unpaid rent and expenses for damages, within seven days from the date that the tenant provides notice of termination of the rental agreement. (eff. 1-1-92)
- In the event of a sale or any other disposition of residential real property by a landlord, the successor landlord is liable to the tenant for any security deposit or prepaid rent paid to the original landlord. The successor landlord must notify the tenant, in writing, within 14 days from the disposition that the deposit or prepaid rent was transferred to the successor landlord. The original landlord remains liable for the deposit or prepaid rent until the original landlord transfers the deposit or prepaid rent to the successor landlord and provides proper notice of such transfer to the tenant. (Mun. Code Ch. 5-12-080 (e) eff. 5-18-10)
- Subject to correcting a deficient amount of interest paid to a tenant on a security deposit if a landlord fails to comply with specified security deposit requirements the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest. (eff. 10-8-10)

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

- To give tenant written notice of the owner's or manager's name, address and telephone number. {Mun. Code Ch. 5-12-090}
- Within seven (7) days of being served a foreclosure complaint an owner or landlord of a premises that is the subject of the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed. The owner or landlord shall also notify of a foreclosure suit, in writing, before a tenant signs a lease.
{Mun. Code Ch. 5-12-095 eff. 11-05-08}
- To give new or renewing tenants notice of:
 - 1) Code citations issued by the City in the previous 12 months;
 - 2) Pending Housing Court or administrative hearing actions;
 - 3) Water, electrical or gas service shut-offs to the building during entire occupancy. {Mun. Code Ch. 5-12-100}
- To maintain the property in compliance with all applicable provisions of the Municipal Code. {Mun. Code Ch. 5-12-070}
- To not require a tenant to renew an agreement more than 90 days before the existing agreement terminates. (eff. 1-1-92)
{Mun. Code Ch. 5-12-130 (i)}
- To provide a tenant with at least 30 days written notice if the rental agreement will not be renewed. If the landlord fails to give the required written notice, the tenant may remain in the dwelling unit for 60 days under the same terms and conditions as the last month of the existing agreement. (eff. 1-1-92) {Mun. Code Ch. 5-12-130 (j)}
- To not enforce prohibited lease provisions. {Mun. Code Ch. 5-12-140}
- Bed Bugs-Education. For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860. {Mun. Code Ch. 5-12-101}

TENANT REMEDIES {MUN. CODE CH. 5-12-110}

Minor Defects

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

Major Defects

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

FAILURE TO PROVIDE ESSENTIAL SERVICES (HEAT, RUNNING OR HOT WATER, ELECTRICITY, GAS OR PLUMBING) {MUN. CODE CH. 5-12-110(f)}

- If, contrary to the lease, an essential service is not provided, or if the landlord fails to maintain the building in material compliance with the Code to such an extent that such failure constitutes an immediate danger to the health and safety of the tenant, and the tenant or tenant's family or guests are not responsible for such failure, after giving written notice, the tenant may do ONE of the following:
 - 1) Procure substitute service, and upon presenting paid receipts to the landlord, deduct the cost from the rent; OR
 - 2) File suit against the landlord and recover damages based on the reduced value of the dwelling unit; OR
 - 3) Procure substitute housing and be excused from paying rent for that period. The tenant may also recover from the landlord the cost of substitute housing up to an amount equal to the monthly rent for each month or portion thereof; OR

- 4) Request that the landlord correct the failure within 24 hours and if the landlord fails to do so, withhold the monthly rent an amount that reasonably reflects the reduced value of its premises. Rent withholding cannot start until after the 24 hours expires and applies only to days past the 24-hour waiting period; OR (eff. 1-1-92)
- 5) Request that the landlord correct the failure within 72 hours and if the landlord fails to do so, terminate the rental agreement. If the rental agreement is terminated, the tenant must deliver possession and move out within 30 days or the notice of termination is considered withdrawn. (eff. 1-1-92)

Note: Remedies 4) and 5) may not be used if the failure is due to the utility provider's failure to provide service. For the purposes of this section only, the notice a tenant provides must be in writing, delivered to the address the landlord has given the tenant as an address to which notices should be sent. If the landlord does not inform the tenant of an address, the tenant may deliver written notice to the last known address of the landlord or by any other reasonable means designed in good faith to provide written notice to the landlord. (eff. 1-1-92)

FIRE OR CASUALTY DAMAGE {MUN. CODE CH. 5-12-110 (g)}

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

SUBLEASES {MUN. CODE CH. 5-12-120}

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

WHAT HAPPENS IF A TENANT PAYS RENT LATE? {MUN. CODE CH. 5-12-140 (h)}

- If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92)

WHAT HAPPENS IF A TENANT PAYS RENT DUE AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN A TERMINATION NOTICE? {MUN. CODE CH. 5-12-140 (g) CH. 5-12-130 (g)}

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

LANDLORD REMEDIES {MUN. CODE CH. 5-12-130}

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

LOCKOUTS {MUN. CODE CH. 5-12-160}

This section applies to every residential rental unit in Chicago. There are no exceptions.

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

PROHIBITION ON RETALIATORY CONDUCT BY LANDLORD {MUN. CODE CH. 5-12-150}

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

ATTORNEY'S FEES {MUN. CODE CH. 5-12-180}

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

WHERE CAN I GET A COPY OF THE ORDINANCE?

- For a copy of the Ordinance, visit the Office of the City Clerk, Room 107, City Hall, 121 North LaSalle Street, Chicago, Illinois or view it at the Municipal Reference Library, Harold Washington Library, 5th Floor, 400 S. State Street, Chicago, Illinois.

***Chicago* Rents Right**

Good Tenants, Good Landlords, Great Neighborhoods!

For more information, please call 312-742-RENT (7368)

CITY OF CHICAGO

Department of Planning and Development

HOME Form Lease Rider

This HOME Form Lease Rider ("Rider") is hereby made a part of that certain Chicago Residential Lease ("CAR Form") to which it is attached which identifies a landlord ("Landlord") and a tenant ("Tenant") for the apartment identified therein (the "Apartment"). The CAR Form together with all attachments, including but not limited to this Rider, shall be referred to collectively as the "Lease." In the event of any conflict between the terms and provisions of this Rider and the remainder of the Lease, the terms of this Rider shall control the Lease in all respects, and such conflicting provisions shall be deemed to be null and void and of no effect.

The Landlord and the Tenant hereby acknowledge that the Apartment is financed in part with funds provided to the City of Chicago by the United States Department of Housing and Urban Development ("HUD") through the HOME Investment Partnerships Program, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 et seq., as amended, supplemented and restated from time to time and must therefore comply in all respects with the regulations promulgated by HUD at 24 C.F.R. Part 92, and such additional applicable regulations, orders, rulings, interpretations and directives as may be promulgated or issued by HUD from time to time (the "HOME Regulations").

The requirements of the HOME Regulations and the following terms and provisions are hereby fully incorporated into the Lease:

1. The Lease shall not be for a term less than one year, unless specified by mutual agreement of the Landlord and Tenant.
2. The Lease does not and shall not be construed to contain any of the following prohibited terms and conditions:
 - a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
 - b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State and local law.
 - c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
 - d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
 - e) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - f) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.
 - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
 - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses

- i) Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- j) Waiver of VAWA Requirements. Agreement by the tenant to waive any occupancy rights tenant as as set forth in the VAWA Requirements (below).

To the extent that any of the prohibited terms and conditions listed above or any violations of the HOME Regulations are contained within the provisions of the Lease, or in any policies applicable to the Apartment, in the sole determination of the City of Chicago or of HUD, such provisions are hereby stricken and shall be deemed to be null and void and of no effect.

Tenant acknowledges receipt of any drug-free housing policies of the Landlord applicable to the Apartment and agrees to abide by such policies in compliance with the HOME Regulations

Tenant certifies the accuracy of the statements made in the Tenant Income Certification attachment incorporated into this Lease and agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, and that the Tenant will comply with all requests for information with respect thereto from the Landlord, the City of Chicago or HUD. Tenant acknowledges that failure to provide accurate information regarding family income and other eligibility requirements or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his or her tenancy.

Termination of tenancy or refusal to renew the lease is only permitted for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law, for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the Tenant's income or refusal of the Tenant to purchase the housing. Good cause does not include an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as described in the VAWA Requirements.

To terminate or refuse to renew tenancy, the Landlord shall serve written notice upon the Tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

VAWA Requirements.

The Violence Against Women Act (VAWA) is a federal law that provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. **VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.** The VAWA Regulations may be found at: 81 FR 80724 et seq.

Notification Rights.

The Landlord shall ensure that the following three documents are given (i) to each Tenant and (ii) to each applicant as appropriate:

- a Notice of Occupancy Rights Under the Violence Against Women Act [Appendix A hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Borrower such translation), and

- a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation Form [Appendix C hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Borrower such translation), and

- an Emergency Transfer Request form [Appendix D hereto], both in English and in any translation appropriate for the applicant's or tenant's primary language (to the extent that the City has provided Borrower such translation),

at each of the following times:

- at (i) the time of application for a HOME assisted unit AND either (ii) the time of admission to a HOME-assisted unit or (iii) the time of denial of admission to a HOME-assisted unit, and
- at the time of notification of eviction from a HOME assisted unit, OR notification of termination of assistance, and
- until December 15, 2017, at the time of annual lease recertification or during the lease renewal process, if any.

Prohibited Bases for Denial or Termination

The Landlord cannot deny an Tenant admission to, or assistance under, and cannot terminate from participation in, or evict from, the Lease, on the basis or as a direct result of the fact that the Tenant is or has been a victim of:

- domestic violence,
- dating violence,
- sexual assault, or
- stalking,

if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy.

The Landlord cannot deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (i) The criminal activity is engaged in by a member of the household of the Tenant or any guest or other person under the control of the Tenant, and
- (ii) The Tenant or an affiliated individual of the Tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

The Landlord cannot construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as: (1) a serious or repeated violation of the Lease by the victim or threatened victim of such incident; or (2) good cause for terminating the assistance, tenancy, or occupancy rights under the Lease of the victim or threatened victim of such incident.

The Landlord cannot subject the Tenant, if he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other Tenants in determining whether to evict or terminate assistance

Attempts at Other Alternatives

Landlord should utilize eviction or assistance termination only when there are no other actions that could be taken by Landlord to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions

predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

Emergency Transfer

The Tenant has the right to request, from the Landlord, an emergency transfer from the tenant's current unit to another unit. To make such a request, the Tenant must begin by:

- notifying the Landlord's management office of the desire to transfer, and
- submitting a written Emergency Transfer Request, attached as **Appendix D** hereto (see below), for a transfer to another location stating that (i) the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit; OR (ii) the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90- calendar-day period preceding the tenant's request for an emergency transfer.

Upon receiving an emergency transfer request that meets these requirements, the Landlord must implement its Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking to determine whether the Landlord is able to honor the transfer request.

The Tenant may terminate the Lease without penalty if DPD determines that the Tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e) as found in the VAWA Regulations.

Lease Bifurcation

If a family living in a HOME-assisted Unit separates as a result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, the Landlord may bifurcate the Lease or remove a household member from the Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member. However, the Landlord is encouraged by HUD to undertake whatever actions are permissible and feasible to assist individuals residing in its units who are victims of domestic violence, dating violence, sexual assault, or stalking, to remain in their units or other HOME-assisted units at the Project or other HOME-assisted units at other projects elsewhere in the City, and for the Landlord to bear the costs of any transfer, where permissible

The Landlord must notify DPD before the Landlord bifurcates the Lease or provides notification of eviction to the Tenant.

The Landlord must perform any bifurcation of the Lease only in the manner set forth in 24 CFR 5.2009(a) of the VAWA Regulations.

Pursuant to 24 CFR 5.2009(b) of the VAWA Regulations, if a lease bifurcation is exercised by the Landlord, and if the individual who was evicted or for whom assistance was terminated was the eligible tenant, the Landlord must provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

(A) Establish eligibility for the HOME program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease, or

(B) Establish eligibility under another housing program covered by the VAWA Regulations; or

(C) Find alternative housing.

The Landlord may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the HOME Program or unless the time period would extend beyond expiration of the lease.

Limitations of VAWA Protections

The Landlord retains a number of rights and responsibilities under the Lease, including:

complying with court orders that relate to the right of access to the Unit under civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household;

the right to evict or terminate assistance to a tenant

- for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant, or

- if the Landlord can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to the Building would be present if that tenant or lawful occupant is not evicted or terminated from assistance.



HOLSTEN MANAGEMENT CORPORATION

BUILDING RULES

1. Passages, public halls, stairways, landings, shall not be obstructed or used for any purposes other than entry and exit from the building nor shall anyone be permitted to congregate or play in or around the common interior area of the building. All personal possessions must be kept in the apartment.
2. All furniture, supplies, goods and packages of every kind shall be delivered via freight elevator.
3. Carriages, bicycles, sleds and the like not are allowed in the stair halls of the building and must be stored inside your apartment.
4. Garbage must be regularly removed from apartments and deposited in the garbage chutes located on each floor (if applicable). Appropriate refuse bags (plastic or paper) should be utilized. If the dumpster is full, do not leave open trash on the ground, etc. The Resident Manager should be notified if there is insufficient space for garbage disposal so that an alternative, temporary refuse container might be set up. Tenants and their guests are not to litter (drop paper, wrappers, cigarette butts, etc.) in or around the premises including, but not limited to the parkways, courtyards, gangways, lobbies, hallways, laundry rooms, etc. Litter should be deposited in wastebaskets or garbage chutes. No cardboard boxes in chutes.
5. No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or exposed on any part of the building.
6. No awnings or other projections, television or radio antennas or wiring shall be attached or extended from beyond the outside walls of the building.
7. No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the halls, on the staircase landings nor shall anything be hung or shaken from the windows or balconies or placed upon the outside windowsills.
8. No loud noises, which disrupt other tenants or neighbors' peaceful enjoyment of their home. Noises should only be audible within a tenant's personal unit. Loud noises include, but are limited to: Stereos, radios, televisions, and conversation, yelling, etc. *Quiet hours are: After 10:00 pm – Sunday through Friday mornings; and after 11:00 pm – Friday and Saturday nights until 9:00 am Saturday and Sunday mornings.*
9. Each tenant is responsible and shall be held accountable for the behavior of any and all visitors. Bad company can cause **your** eviction.
10. Tenants and guests of tenants are not permitted on the fire escape unless in the event of an emergency.
11. Barbecuing is not permitted.
12. No waterbeds or liquid furniture without written permission of the management.
13. No animals without written consent of Lessor or Lessor's Agent (which may be revoked on ten- (10) day's notice at any time). Pets are to be supervised at all times. In common areas, pets must be leashed and kept quiet. Loud barking at any time is not permitted. Tenants must control their pet's noise such that the "Building Rules" on noise and trash/litter are observed. Tenants **MUST** clean up after their pet(s) as stipulated in the **City of Chicago's Ordinance on Pets**.
14. Clothes washers and dryers and dishwashers are not allowed in individual apartments unless utilities are there for the specific purpose and with written consent of Management. Tenant shall not run water for an unreasonable length of time.
15. The tenant shall not alter any lock nor install a new lock or a knocker or other attachment on any door of the apartment without written consent of the Lessor. Tenant must not give their keys to anyone not listed as an occupant on their lease.

16. The toilets or other plumbing fixtures shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags, or any other improper articles shall be thrown in them. The tenant shall pay for any damage resulting from misuse of such facilities.
17. Holsten Management Corporation is **not** responsible for your property anywhere in the building. To protect your belongings, we strongly recommend that tenants consult an insurance agent for renter's insurance.
18. Drug use will not be tolerated. The lease of any tenant involved in the use, trafficking, storing, purchasing, selling, manufacturing, etc. of any controlled substance within the tenant's unit, in the common areas, or within the property immediately surrounding the premises will result in immediate termination. There will be no consumption of alcohol in the common areas of property immediately surrounding the premises. Alcohol consumption is to be confined to one's own apartment.
19. No long-term guest. Please notify your Resident Manager if you will be having guests overnight. For your safety, all guests are required to sign in at the front desk. **NO MORE THAN TWO (2) OVERNIGHT GUESTS PER UNIT. MOVING IN OF FAMILY (THIS EXCLUDES GAINING CUSTODY OF MINORS) OR FRIENDS IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS NATURE WILL FORCE US TO TERMINATE YOUR LEASE AT ONCE.**
20. Your apartment is equipped with a smoke detector and a carbon monoxide detector for your safety. It is your responsibility to change the batteries every six (6) months. Please do not disable or remove these detectors.
21. Replacement bulbs are your responsibility – please make sure you use the same wattage (size/type) or less. Use of large-wattage bulbs can become a fire hazard.
22. Your lease is a legal document enforceable by law. The rent level is based on your occupying the apartment for the full lease term. Breaking your lease will be treated seriously by Holsten and legal consequences will result.
23. Gang activity will not be tolerated. Tenants sporting gang paraphernalia (dress, caps, colors, etc.) will be subject to eviction. Tenants are responsible for their activities and actions and that of their guests. Tenants are not to be involved in **any** gang activities. Failure to follow these rules will result in termination of your lease.
24. Loitering in or around the property in common areas or on public areas immediately adjacent to the property will not be tolerated. The term **"loitering"** refers, but is not limited to, sitting in chairs in front of the buildings, sitting on cars parked in front or to the side of buildings congregating in the courtyards, gangways, parkways, or on the sidewalk in the front of the building or in the alleys behind the building.
25. **DO NOT USE YOUR COOK TOP BURNERS OR OVEN FOR HEAT. THIS IS A SERIOUS FIRE HAZARD.** Contact your Resident Manager if you have heat problems.
26. Playing in common areas of the building (i.e. hallways, lobbies, courtyard, gangways, front and rear stairwells, parkways) is **not** permitted by **anyone**. Swinging in trees or riding bicycles in the common areas (or on the sidewalks or in a parkway, in violation of the **City of Chicago Ordinances** relating to bicycle traffic) is **not** permitted by **anyone**. Tenants and their guests must not infringe on the rights of other tenants or neighbors including, but not limited to, being disrespectful of other's rights to enjoy peace and quiet in their homes, yards, and common areas. Trespassing on other properties will not be tolerated. Tenants who are parents or legal guardians of a minor(s) are responsible for supervising such minors at **ALL** times both inside and outside of their apartment, enforcing curfew and truancy laws in accordance with the **City of Chicago Ordinances** and for any actions which may cause damage (financially or otherwise) to the building property other tenant's personal property or the property of neighbors.
27. **NO SMOKING** of any kind, including e-cigarettes, in the following areas: (i) in common areas, this includes but is not limited to, lobby, elevators, vestibule, hallways, stairwells, etc.; (ii) inside individual resident units and on any attached outdoor balconies or patios; and (iii) outside the building within 25 feet of building entrances, windows, and vents.
28. HOLSTEN MANAGEMENT CORPORATION reserves the right to inspect every unit with 48 hours' notice.

29. Please refer to your **Check-In/Check-Out** form for a schedule of charges pertaining to repairs or cleaning made necessary by damage beyond normal wear and tear. Damage noted must be corrected at that time, and charges will be billed to you as additional rent.
30. Any fines or additional charges are due on the first of the following month with that month's rent.
31. **PLEASE NOTE ALL TENANTS:** Costs to repair damages incurred to Holsten Management Corporation due to intentional or accidental events or actions by you, a member of your household or guest(s), will be charged back to you. Costs to repair include those damages that affect your individual unit, other units and/or common areas of the property.

Signatures of all adult household members are required:

Signed By: _____

Date: _____

Signed By: _____

Date: _____

Signed By: _____

Date: _____

Signed By: _____

Date: _____



Drug-Free Housing Addendum
HOLSTEN MANAGEMENT CORPORATION

This Drug Free Housing Addendum (“Addendum”) is incorporated into the Lease dated _____ between _____ (“Lessor”) and _____ (“Lessee”) of Unit located at _____ and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

Lessee, any member of Lessee’s household, or guest of household shall not partake in any criminal activity, including drug-related criminal activity, on or off project premises. “Drug-related criminal activity” includes but is not limited to the illegal manufacture, sale, distribution, use, or possession of a controlled substance (as defined in the Controlled Substance Act (21 U.S.C. 802)).

As a precondition to entering into or renewing this Lease, Lessor requires that all adult members of Lessee’s household (persons 18 years of age and older) submit to drug testing for prohibited controlled substances, by a qualified laboratory selected by Lessor.

Lessee, by requesting a renewal of this lease, consents freely and voluntarily to this request for a urine sample, oral swab, or hair sample (as determined by lab) from all adult household members, up to 120 days prior to lease term expiration. Lessee understands and agrees that his/her lease will not be renewed upon expiration unless Lessee submits to drug testing for all adult household members for testing for prohibited controlled substances pursuant to the procedures adopted by Lessor for such testing, and passes such test. Lessee understands that the Lease renewal is contingent upon the results of this drug testing.

Lessee consents to the release of the test results to the Lessor for their use. Lessee understands that he/she can indicate to Lessor a federally accepted over-the-counter or prescribed medication that might be an explanation for, a positive result. All information provided to the testing facility regarding the use of prescription medication by the Lessee will be treated as confidential and will not be disclosed by Lessor.

Lessee hereby and herewith releases the Lessor, Lessor’s employees, agents, contractors and Owner of the property from any liability whatsoever arising from this request to furnish a urine sample, hair sample, or oral swab from all adult household members, the testing of samples, and decisions made concerning entering into or renewal of Lessee’s Lease based upon the results of the testing.

Lessor/Agent: _____
Holsten Management

Dated: _____

Lessee: _____

Lessee: _____

Dated: _____



Crime Free Lease Addendum
HOLSTEN MANAGEMENT CORPORATION

This Crime Free Lease Addendum (“Addendum”) is incorporated into the Lease dated _____ between _____ (“Lessor”) and _____ (“Lessee”) of Unit located at _____ and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident’s household or a guest or other person under the resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. “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 the Illinois Compiled Statutes).
2. Resident, any member of the resident’s household or a guest or other person under the resident’s control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or off said premises.
3. Resident or members of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident’s household or a guest, or another person under the resident’s control **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance**, at any locations, whether on or off the dwelling unit premises or otherwise.
5. Resident, any member of the resident’s household, or a guest or another person under the resident’s control **shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault**, including, but not limited to, **the unlawful discharge of firearms**, on or off the dwelling unit premises, **or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage**.
6. **VIOLATION OF THE ABOVE LEASE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for **immediate termination of the lease**. Unless otherwise provided by law, proof of violation **shall not require criminal conviction but shall be by a preponderance of the evidence**.

By signature below, Lessee agrees to the terms and conditions contained in this Addendum.

Lessor/Agent: _____
Holsten Management

Lessee: _____

Dated: _____

Lessee: _____

Dated: _____



HOLSTEN MANAGEMENT CORPORATION

BUILDING SAFETY ACKNOWLEDGEMENT

SMOKE DETECTOR

I, _____, having taken possession of apartment number _____ located at _____ do hereby acknowledge being informed of a permanent based hard wired smoke detection device and sprinkler system that is in good operating condition and properly installed. The manager has tested the SMOKE DETECTOR in my presence and I confirm that it is properly working. I also acknowledge that I will inform the Manager, _____ in the event that any of the above stated systems become damaged or otherwise inoperable. I will promptly inform the manager if the smoke detector is chirping, or if it fails to work in a condition of smoke, cooking or otherwise. I understand that I am absolutely prohibited from removing or tampering with the smoke detector under any conditions. I have been properly taught how to use the hush feature of the alarm (if so equipped)

EXITS, EXIT SIGNS, STAIRWELLS, AND FIRE ESCAPES

I understand the importance of knowing how to leave the building in case of emergency, and hereby acknowledge that the manager has shown to me stairwells, fire escapes, and doorways that lead to the outside. I observe that they are free from clutter or blockage, and the manager has demonstrated to me that they are working properly. The manager has pointed out to me exit signs on my floor or near my apartment, and they are properly illuminated.

The manager has explained to me that in case of emergency, I am to leave the building using the stairwell, and to avoid using the elevator, so as not to be trapped inside.

I understand and agree that the terms of this Building Safety Acknowledgment are incorporated into and are a part of my lease for the apartment described above. I understand that this acknowledgement is for informational purposes only, and does not provide for, or imply, any additional obligations for the Lessor.

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____
Property Manager/Leasing Agent

Date: _____

"This Rider has not been prepared or approved, either as to form or content, by the Illinois Housing Development Authority and the Authority assumes no responsibility for its content"

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



HOLSTEN MANAGEMENT CORPORATION

SECURITY RIDER

Resident and Occupant Acknowledgement of Security Policy

1. **No Representations.** Residents and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures, except security devices such as door locks that are required by law.
2. **No Warranty or Guarantee.** Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest and invitee is responsible for protecting his or her own person and property.
3. **No Reliance on Security Devices or Measures.** Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measure and should protect themselves and their property as if these measures or devices did not exist.

Signatures of All Adult Occupants:

_____ Date

_____ Date

_____ Date

Signed By: _____
Property Manager/Leasing Agent

Date: _____

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HOLSTEN MANAGEMENT CORPORATION

TAX CREDIT COMPLIANCE CERTIFICATION

I, _____, having taken possession of apartment number _____ located at _____ do hereby acknowledge being informed of the fact that this development must comply with the rules and regulations, set forth by several federal, state and local agencies, of Section 42, the Low Income Housing Tax Credit Program and that as such, all sources of household income must be reported, third party verified and certified by me, and all other adult household members, initially and then annually at the time of my lease renewal.

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____

VAWA LEASE ADDENDUM

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This Lease Addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

1. Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA), et seq.

2. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

3. Effective Date; Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

4. VAWA Protections

- A. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- B. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse.
- C. The Landlord may request in writing that the victim or an affiliated individual of the tenant certify that the individual is a victim of abuse and that the tenant complete and submit documentation of abuse, using the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-50066 or HUD-91066), or other documentation as noted on the certification form, to receive protection under the VAWA. Failure to provide the documentation within 14 business days of request, or an agreed upon extension date, may result in eviction.
- D. Any information submitted to the Landlord will be kept confidential and will not be disclosed to any other individual or entity except if disclosure is consented to by the victim, is required for an eviction or is otherwise required by law.

Tenant (head of household)

Date

Landlord

Date



HOLSTEN MANAGEMENT CORPORATION

ACCESSIBLE UNIT AVAILABILITY

This addendum to the Lease Agreement between _____
and _____ entered into on _____
_____ is incorporated into Lease Agreement.

In order to comply with Section 8.27 of Section 504 of the Rehabilitation Act of 1973, landlords must first lease vacant accessible units to current occupants requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupants exist, the unit would be leased to an eligible qualified applicant on the waiting list who requires the accessibility features of the unit. When offering an accessible unit to an applicant not having qualifying disabilities requiring such a unit the landlord must require the applicant to agree to move to a non-accessible unit when available.

As noted above, the household has been offered an accessible unit and does not have qualifying disabilities requiring such unit, the resident hereby agrees, at the landlord's expense, to move to a non-accessible unit upon the request of the landlord. Such request will be made in writing thirty (30) days prior to the effective date of a required move from an accessible unit.

By signature below, resident agrees to the terms and conditions contained in this Lease Addendum.

AGREED to this the _____ day of _____ 20____.

TENANT(S)

_____ Date Signed _____

_____ Date signed _____

Landlords/Landlords Representative

_____ Date Signed _____

"This Rider has not been prepared or approved, either as to form or content by the Illinois Housing Development authority and the Authority assumes no responsibility for its content"



Apartment Inventory, Condition, & Safety Addendum
HOLSTEN MANAGEMENT CORPORATION

This Apartment Inventory, Condition and Safety Addendum (“Addendum”) is incorporated into the Lease dated _____ between _____ (“Lessor”) and _____ (“Lessee”) of Unit located at _____ and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

Instructions: Please indicate the condition of the item using provided key:

Key	
E	Excellent working condition, like new
G	Good working condition
NS	Not satisfactory, not in good working condition
R	Needs repair
NA	Not applicable to the unit

Item	Move-In			Move-Out		
Living Room						
Walls						
Floor/Carpet						
Light Fixtures, Bulbs						
Vertical Blinds						
Baseboards						
Plugs, Light Switches						
Other						
Kitchen						
Stove						
Auto-Outs						
Refrigerator						
Cooking Gas						
Sink						
Microwave						
Dishwasher						
Cabinets, Drawers, Handles						
Countertops						
Light Fixtures, Bulbs						
Floor						
Plugs, Light Switches						
Other						
Bedroom (complete for each bedroom)	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2	Bdrm 3
Walls						
Plugs, Light Switches						
Vents						
Ceiling						
Floors, Carpeting						
Light Fixtures, Bulbs						
Closet Organizer						
Windows- Latches, Screens, Coverings						
Baseboards						
Other						
Bathroom (complete for each bathroom)	Bath 1	Bath 2	Bath 3	Bath 1	Bath 2	Bath 3
Toilet						
Sink						
Bathtub						
Drains						
Medicine Cabinet						
Shower Rod						
Hardware						
Light Fixtures, Bulbs						
Plugs, Light Switches						
Other						
General Items						
Apartment Electricity						
Thermostat						
Smoke Detector						



CO Detector		
Sprinkler(s)		
Washer/Dryer		
Garage Door		
Garage Remote		
Ceiling Fans		
Exterior Doors, Screens, Doorbell		
Stair Railings		
Other		

Please list any notable defects not included in table:

I hereby acknowledge, having taken possession of the Unit located at _____, that I have taken inventory and condition of all items listed and have truly and accurately described their conditions, to the best of my ability. I understand that I will be responsible for any significant defects or damage incurred during my tenancy. This document will serve as a reference to resolve any disputes of pre-existing damage or conditions of the apartment upon surrendering possession of the apartment.

Lessor/Agent: _____
Holsten Management

Dated: _____

Lessee: _____

Lessee: _____

Dated: _____



Apartment Inventory Price List

Management will return each security deposit upon move-out. The return of the balance of a tenant’s security deposit is based upon the Lessee:

- 1. Leaving apartment in same, clean condition as when you moved in
- 2. Removing all trash and personal belongings
- 3. Returning all keys/keycards/fobs distributed to occupants
- 4. Cleaning out storage locker
- 5. Occupying apartment for the lease terms or at least six (6) months if on a month-to-month basis

The price of repair for damage and cleaning of the unit, outside of normal wear and tear, will be deducted from the security deposit based on the attached pricing list. Charges for work will be due within forty-five (45) days of the final move-out form and invoice being sent to the Lessee.

Cleaning Services: Charges for servicing various items are listed below:

Item	Price
Living Room Carpet	\$125.00
Bedroom Carpet (per room)	\$100.00
Stove (inside/out)	\$60.00
Refrigerator/Freezer	\$40.00
Cabinets/Countertops	\$30.00
Floors (swept/vacuumed)	\$30.00
Sink	\$15.00
Toilet	\$15.00

Item	Price
Tub/Shower	\$30.00
Bathroom/Kitchen Tile	\$25.00
Clean-Out Storage Locker	\$30.00
Windows (ea.)	\$5.00
Light Fixtures (ea.)	\$5.00
Closets	\$30.00
Trash Removal	\$50.00
Lock Out Service	\$35.00

Damaged or Missing Items: Charges for repairing or replacing various items are listed below:

Item	Price
Stickers/Tape or Adhesive Materials on the Walls (ea.)	\$50.00
Stickers/Tape or Adhesive Materials on Shelves, Appliances, Sinks or Tubs (ea.)	\$35.00
Plumbing Repairs - Toilet, Sink, Bath Tub	\$75.00
Plumbing Replacement Parts- Sinks, Tub, Toilet	\$125.00
Missing Keys, Keycards, Pass Keys, Fobs (ea.)	\$50.00
Holes or Nails/Screws in Walls or Ceilings, Woodwork, etc. (per hole)	\$35.00
Bulbs (Kitchen Ceiling)	\$15.00
Bulbs (Bedroom)	\$5.00
Bulbs (Bathroom/Living/Hallway/Kitchen/Appliance)	\$5.00-20.00
Toilet Seat	\$15.00
Door Stopper	\$5.00
Drip Pan (ea.)	\$8.00
Auto-Outs (2)	\$100.00
Doors	\$100.00
Countertops	\$100.00
Window Glass	\$100.00-\$500.00
Hood Range Filter	\$5.00

Item	Price
Washer/Dryer	\$250.00
Smoke Detector/Carbon Monoxide Detector (ea.)	\$35.00
Window Shades/Blinds (ea.)	\$35.00 sm. \$75.00 lg.
Light Fixtures (ea.)	\$25.00
Missing or Broken Windows/Screens (per sq. ft.)	\$15.00
Carpet Replacement (due to burns, holes, excessive abuse)	\$35.00 per sq. yd.
Sanding or Replacement of Hardwood Floor	\$40.00 per sq. yd.
Kitchen Tile Replacement	\$75.00
Bathroom Tile Replacement	\$75.00

Repainting of Walls Back to Original Color or Removing Wallpaper	\$100 / \$150 / \$200 per room based on the square footage of the room
--	--

**Each apartment is freshly painted before a new tenant moves in. This fresh painting is expected to last at least three (3) years under normal conditions. Wall changes in paint color or wall paper installed by Lessee must be restored back to the original paint color before you move out*



TSP and Ownership Acknowledgement + Management Contact HOLSTEN MANAGEMENT CORPORATION

Tenant Selection Plan

Lessor has adopted a Tenant Selection Plan (TSP) that outlines the selection criteria and other requirements for this housing development. The contents of the TSP are consistent with the purpose of improving housing opportunities and are reasonably related to program eligibility and an applicant's ability to perform the obligations of the lease.

A copy of the TSP will be made available to Lessee upon request.

Lessee Initials

Acknowledgements

Lessor and Lessee acknowledge and agree to the following:

- It is illegal for either the Owner or the Property Manager to refuse to display or sell to any person because of one's membership in a protected class, e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, sexual orientation, unfavorable discharge from the military service, order of protection status or any other class protected by Article 3 of the Illinois Human Rights Act.
- The president of Holsten Management Corporation is an Illinois licensed real estate broker, license #471.000.665. The president has an ownership in the subject property. Holsten Management is owner/authorized agent with sponsoring broker license # 478.007600.

Parkside 9 Contact List

Business Hours

The management office is open for business hours:

8:30 am-5:00 pm, Monday –Friday

The office is closed on weekends and Holidays

Property Management Contact Information

TBD

Phone: TBD

Email: TBD

For situations that require immediate attention outside of normal business hours, please call TBD and leave a message with the answering service.

By signing this document, Lessee and Lessee's household agree to abide by each and every item within this document.

Lessor/Agent: _____
Holsten Management

Lessee: _____

Lessee: _____

Dated: _____

Dated: _____



Utility Services Addendum
HOLSTEN MANAGEMENT CORPORATION

This Utility Service Addendum (“Addendum”) is incorporated into the Lease dated _____ between _____ (“Lessor”) and _____ (“Lessee”) of Unit located at _____ and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be indicated below.
 - a. Electric service to Lessee Unit will be paid by Lessee either:
 - ☐ Directly to the utility service provider; or
 - ☐ Electric bills will be billed by the service provider to Lessor and then allocated to Lessee based on the following formula*. If flat rate, the flat rate for service is \$ _____ per month.
 - ☐ N/A
 - b. Gas service to Lessee Unit will be paid by Lessee either:
 - ☐ Directly to the utility service provider; or
 - ☐ Gas bills will be billed by the service provider to Lessor and then allocated to Lessee based on the following formula*. If flat rate, the flat rate for service is \$ _____ per month.
 - ☐ N/A
 - c. Water service to Lessee Unit will be paid by Lessee either:
 - ☐ Directly to the utility service provider; or
 - ☐ Water bills will be billed by the service provider to Lessor and then allocated to Lessee based on the following formula*. If flat rate, the flat rate for service is \$ _____ per month.
 - ☐ N/A
 - d. Trash service to Lessee Unit will be paid by Lessee either:
 - ☐ Directly to the utility service provider; or
 - ☐ Trash bills will be billed by the service provider to Lessor and then allocated to Lessee based on the following formula*. If flat rate, the flat rate for service is \$ _____ per month.
 - ☐ N/A
 - e. Sewer service to Lessee Unit will be paid by Lessee either:
 - ☐ Directly to the utility service provider; or
 - ☐ Sewer bills will be billed by the service provider to use and then allocated to Lessee based on the following formula*. If flat rate, the flat rate for service is \$ _____ per month.
 - ☐ N/A
2. When Lessee is billed through Lessor, Lessee must pay utility bill(s) by the ____ day of the month or within ____ days of the date when the utility bill is issued or the payment will be late. If a payment is late, Lessee will be responsible for a late fee in the amount of \$ _____. When Lessee is billed directly by utility company, bills should be paid by the due date stated on the bill and sent directly to the place indicated on the bill.
3. Lessee’s late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and Lessor will exercise all remedies available under the Lease.
4. Lessee will be charged for the full period of time that Lessee is living in, occupying, or responsible for payment of utility charges on the Unit. If Lessee breaches the Lease, Lessee will be responsible for utility charges for the time period Lessee is obligated to pay the charges under the Lease, subject to Lessor’s mitigation of damages. In the event Lessee fails to timely establish utility services, or transfer utility service bill to Lessee’s or proper household member’s name within 10 days of initial lease term, Lessor may charge Lessee for any utility service bill to Lessor for Unit and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. We are not liable for any losses or damages Lessee incurs as a result of outages, interruptions, or fluctuations in utility services provide to the Unit unless such loss or damage was the direct result of negligence by Lessor. Lessee releases Lessor from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Unit due to such outages, interruptions, or fluctuations.

*Formula:

Lessor/Agent: _____
Holsten Management

Lessee: _____

Dated: _____

Lessee: _____

Dated: _____

Holsten Management Corp.
1020 W. Montrose Ave
Chicago, IL 60613
(312) 337-5339



**RESPONSIBILITY FOR ELECTRIC SERVICE
AND AGREEMENT TO TRANSFER**

I, _____ (Tenant Name) acknowledge that I have taken
possession of the apartment located at _____
beginning on _____ (move-in date).

I understand that it is the Tenants responsibility to contact the electric and gas utility
companies and place these services in the Tenants name. I agree that the Tenant is
responsible for all electric and cooking gas usage charges from starting on the move-in
date, until the end of the Lease term.

I further agree and understand that utility accounts in billing name of Holsten
Management will be cancelled 10 days after the move-in date noted above.

Signatures:

Tenant: _____ Date : _____

Manager: _____ Date: _____

ComEd Customer Services (800) 334-7661

RESIDENT AGREEMENT AND RELEASE
FOR THE USE OF THE EXERCISE FACILITIES AT
Parkside Apartments

I, the undersigned Resident, hereby exercise this resident Agreement and Release for the benefit of (a) Holsten Management Corporation (The Owner), (b) the beneficiary of such owner, and the respective partners, ventures, agents representatives, employees, and assignees of such beneficiary, (c) the respective officers, directors, shareholders, partners, agents, representatives, employees, successors assignees of such partners and beneficiary, and (d) Holsten Management Corporation, an Illinois corporation as agent for Owners, Parkside Apartments, and their respective officers, directors, employees, successors and assignees (the Persons and entities described in (a), (b), (c) and (d) are collectively referred to herein as "Holsten Management").

The term "Family Members" includes all persons who are legal occupants on the lease of the Resident.

Where appropriate, words having gender include the masculine, feminine and neuter, and words having number include the singular and plural.

I, the undersigned Resident, on my own behalf and on behalf of Family Members hereby seek permission to use exercise room, all surrounding area, and all equipment herein, (collectively referred to as the "Exercise Facilities") during the hours of operation.

1. In consideration of the Holsten Management's granting permission to use the Exercise Facilities as set forth herein.
 - A) I, the undersigned Resident, hereby acknowledge that I am aware that there are certain risks and dangers inherent in any type of physical exercise and represent that I am in good health and physical condition and do not have any heart, respiratory or other type of medical problems or disabilities that would prohibit me or make it inadvisable for me to engage in the physical exercise and activities customarily performed in the Exercise Facilities. I hereby assume full responsibility for any risk of bodily injury, death or property damages sustained by myself, Family Members and understand that Holsten Management will not furnish an attendant in the Exercise Room.
 - B) I, the undersigned Resident, acknowledge that only Family Members 18 years and older will be allowed to use the exercise room. Family Members under the age of 18 years may not use the Exercise Facilities.
 - C) I, the undersigned Resident, on behalf of myself, my heirs, successors and assigns, Family Members and their respective heirs, successors and assigns, of such Family Members, hereby release and waive all claims against Holsten Management in connection with any and all liability, claims, actions, causes of action, demands, or damages of any kind and nature whatsoever by reason of any, and every injury including death, arising from any and all causes whatsoever that may be sustained by my person, that of Family Members and by reason of any and every loss or damage to my property that may occur while Family Members are using the Exercise Facilities.
 - D) I, the undersigned Resident, agree that I will at all times protect, indemnify, save and hold harmless Holsten Management against and from any and all loss, cost damage or expense arising out of or from the use of Exercise Facilities by myself, or Family Members.
 - E) I, the undersigned Resident, agree to be responsible and pay for any and all damages caused by me, or Family Members to the Exercise Facilities and any personal property therein during said use.
 - F) I, the undersigned Resident, agree to use the Exercise Facilities subject to the terms and conditions of this Resident Agreement and Release and all other state or municipal rules and regulations which govern the use of the Exercise Facilities and all other terms and conditions which Holsten Management Corporation may from time to time deem necessary and appropriate for use of the Exercise Facilities. It is understood and agreed that Holsten Management shall be entitled to revoke the permission herein granted and prohibit the use of the Exercise Facilities by anyone as a result of his failure to observe any of the aforementioned terms and conditions.
2. The Exercise Facilities may be used during those hours designated by Holsten Management provided that this Resident Agreement and Release has been signed by the Resident and is on file with the Management Corporation.

RESIDENT AGREEMENT AND RELEASE

3. Resident shall be entitled to use Exercise Facilities so long as he/she continues to be a resident and so long as Holsten Management has not revoked Resident's permission to use the Exercise Facilities, provided however Resident's obligations hereunder shall forever survive the term of the Resident's lease, any early termination of Resident's tenancy and any revocation of Resident's right to use the Exercise Facilities.
4. If any provision of this Resident Agreement and Release or the application hereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of the Resident Agreement and Release and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

The consideration stated herein is contractual and not a mere recital. I, the Resident, am aware that it is a hold harmless and release from liability and have read and understood all the terms and conditions contained herein and I have signed it of my own free will.

As aforesaid, no personal liability shall be asserted or be enforceable against the Owner, the beneficiary of Owner, any partner, venture, agent, representative, employee, successor or assignee of such beneficiary, or any of the respective officers, directors, partners, agents, representatives, employees, successors and assignee of such partners and ventures of beneficiary by reason of any of the covenants, statements or representations contained in this Resident Agreement and Release.

Notwithstanding any provision herein to the contrary, the liability or obligations of Holsten Management Corporation, Parkside Apartments, if any shall be limited to its assets and property. No employee, director or officer of Holsten Management Corporation, Parkside Apartments shall be personally liable for any claim arising out of or related to this Resident Agreement and Release and the use of the Exercise Facilities as permitted hereunder.

IN WITNESS WHEREOF, I, the undersigned Resident, have executed this Resident Agreement and Release at

Parkside Apartments on this _____ day of _____, 20_____

IMPORTANT: DO NOT SIGN BEFORE READING

RESIDENT:

Signature _____ Print Name _____ Apt # _____

Signature _____ Print Name _____ Apt # _____

Signature _____ Print Name _____ Apt # _____

NOTE: The use of the Exercise Facility is limited to RESIDENTS ONLY.



Pet Policy Addendum
HOLSTEN MANAGEMENT CORPORATION

This Pet Policy Addendum ("Addendum") is incorporated into the Lease dated _____ between _____ ("Lessor") and _____ ("Lessee") of Unit located at _____ and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

This policy shall govern the housing of pets in and on property managed by Holsten Management Corporation ("Management"). This policy and attachments supersede all previously executed attachments. *Management will make exceptions and reasonable accommodations for assistant/service animals for persons with disabilities as required by applicable law and regulations.*

PET FEE (NON-REFUNDABLE, FOR DOG OR CAT): \$200

1. This document hereby permits the above-named resident to keep a household pet.
2. All federal, state and local rules and regulations are applicable.
3. The resident hereby agrees that the only pet described and named herein will occupy the above designated unit. No additional or different pet will be authorized under this attachment. All pets must be viewed, approved and registered with Management prior to the execution of this attachment, and annually thereafter on resident's lease expiration and recertification date.
4. The following common household pets may be permitted:
 - One (1) dog thirty pounds (30 lbs.) or less; or
 - One (1) cat; or
 - Two (2) birds; or
 - Fish or turtles in an aquarium not to exceed twenty (20) gallons.

No exotic animals such as snakes, spiders, iguanas, etc. will be allowed. No animals with a known or suspected propensity, tendency, or disposition to attack will be allowed. No pet offspring will be allowed.

5. The resident will provide the management office with proof of city registration, rabies, heartworm and distemper inoculations. A statement from a licensed veterinarian verifying that the pet has been neutered or spayed is also required. If these requirements are not met, the pet will not be allowed.
6. Management has set a limit of thirty pounds (30 lbs.) at full growth of any pet. Any pet more than the stated limits will not be allowed.
7. The resident agrees that the pet will be kept inside the unit at all times when it is not on a leash and accompanied by and under the control of a responsible adult. Pets must be on a leash when outside of the unit. When using the elevator, no more than one (1) pet at a time may occupy the same elevator. Pets will not be allowed in any other areas of the building, except for entering and exiting purposes.
8. The resident agrees to walk the pet off the property if there is no designated pet walk/pet exercise area. The pet must be on a leash when outside of the unit.
9. The resident may be responsible for the removal and sanitary disposition of any excreta deposited by his/her animal. When accompanying the animal outside the unit, the resident must have on his/her person suitable means for the removal of such excreta. Cat litter boxes must be cleaned twice weekly. All animal waste must be in plastic bags, securely sealed before disposal. When witnessed by a management staff member, any resident not complying with this regulation will be charged a pet waste removal fee in the amount of twenty-five dollars (\$25.00) per occurrence. Repeat occurrences will be considered a violation for this policy and lease addendum.
10. The resident agrees that if the pet becomes annoying, bothersome, or a health or safety hazard, causes foul odor, or is anyway a nuisance to other residents, to the property's operations, or to other neighboring property or owner, the resident will receive a written notice of infractions. Repeated occurrences may result in a non-renewal of the lease and/or may include termination of pet privileges.
11. The resident understands that any violation of the rules will result in that resident being notified of the violation and will be required within ten (10) days to correct all infractions which may include termination of pet privileges.
12. For the purpose of this attachment, annoying bothersome, nuisance, are defined in part, but not limited to: continuous barking, destruction of the property or personal property; depositing of excreta in unauthorized locations; failure to remove excreta; failure to clean litter boxes; unleashed animals.



13. No pet may be left unattended for a period more than fourteen (14) continuous hours. Pets left unattended for more than fourteen (14) continuous hours may be removed from the unit and property by Management and placed in a licensed animal care facility. All expenses incurred in placing an unattended animal in an animal facility will be assessed to the resident. When a resident's animal is placed in a facility, the resident will receive immediate notification.
14. If the resident becomes incapacitated, is hospitalized, or placed in short term nursing care facility, any other provisions have been made for the pet by the person named above, the fourteen (14) hour limit (See Rule 13) will apply.
15. In the event that the resident is permanently placed in a nursing care facility, or in the event of death, all cost incurred in placing a pet in a licensed animal care facility will be deemed a debt to the resident or resident's estate. In the event that there is no family member and/or appointed adult to assume the responsibility, or if that named person is unwilling or unable to assume the responsibility, the final disposition of the pet will be determined by management after fifteen (15) days that the pet has been permanently abandoned. In determining this disposition, Management will work within the constraints and in connection with local animal control departments.
16. Management assumes no responsibility for the loss or injury to a pet.
17. In addition to other inspections provided under the lease, management may, after notice, enter and inspect premises of unit containing pets after receipt of written complaint.
18. In case of emergencies, where in the management's opinion the pet has become vicious, displays symptoms or severe illness, or demonstrates other behavior that constitutes an immediate threat to the safety of other residents or staff, a member of management may enter the premises, without prior notice, and remove the pet with the proper local authority.
19. A pet fee of \$200.00 we be required for dogs and cats. Any reasonable expense directly attributable to the presence the pet on the property such as, but not limited to, the cost of repairs and replacement to the unit, fumigation of the unit and cost of animal care facilities will be assessed to the resident. Damages caused by all pets will be considered as unit damages/repairs and charged accordingly.
20. This Addendum is valid only for the above-described pet and only for the term specified on page one. This Addendum must be renewed upon expiration of the apartment lease. The city registration and inoculation records must be submitted at renewal or expiration of pet records. Failure to provide this information is cause to terminate pet privileges provided for in this Addendum.
21. Management will provide written notice with explanation if the applicant is denied to register a pet on the premises.

By signature below, Lessee agrees to the terms and conditions contained in this Addendum

Lessor/Agent: _____
Holsten Management

Lessee: _____

Dated: _____

Lessee: _____

Dated: _____



Pet Registration Form

Description of Pet: (check applicable boxes)

- ☐ Dog
- ☐ Cat
- ☐ Bird
- ☐ Fish ___Bowl or ___Aquarium Size___Gallons

Breed: _____

Color: (primary) _____ (secondary) _____

Height: (at shoulders): _____ Weight: _____

Rabies Certificate #: _____ Exp. Date _____

City Registration #: _____ Exp. Date _____

Name of Pet: _____

- ☐ Attached copy of rabies inoculation form (if applicable)
- ☐ Attached copy of distemper inoculation form (if applicable)
- ☐ Attached copy of city registration form (if applicable)
- ☐ Attached copy of veterinarian statement (if applicable)

Date pet viewed/approved by Management _____

Date fee paid (\$200) _____ Pet move-in date: _____

The resident must herein designate an emergency contact to care for the pet if the resident becomes incapacitated:

Name: _____

Address: _____

Phone: _____

Is this an assistance/service animal?

- ☐ Yes
- ☐ No



To: Resident # _____

FROM: Holsten Management Corporation

Subject: Auto-Out Devices

The letter is to inform you that Holsten Management is currently in the process or has completed installing Auto-Out in your unit. We want to inform you of your responsibilities as a resident in regards to the Auto-Out device, as well as provide you with a couple of frequently asked questions regarding Auto-Out.

What is Auto Out? Auto-Out is an automatic stovetop kitchen fire extinguisher.

Why is Holsten using Auto-Out in my unit? Auto-Out has been shown to suppress deadly kitchen stovetop fires rapidly and more effectively than any other kitchen fire extinguishing systems. Auto-Out utilizes proven fire-sensing technology and an efficient delivery method.

What are the resident responsibilities? Residents are responsible for not removing or destroying the Auto-Out device and informing property management if there is any issue with the device.

What will happen if I remove or destroy the Auto-Out in my unit? Any removal or destruction of the Auto-Out device will result in a **lease violation and \$100 fine.** This is in accordance with your Lease Agreement with Holsten.

Should you have any questions, please do not hesitate to contact your property manager at .

EXECUTION AND CERTIFICATION

By signature below, the Resident agrees to the Resident Responsibilities of this Notice. By signature below, the Resident also acknowledges that the Resident will be subject to a lease violation and a \$100 fine for damaging or removing the Auto-Out device.

_____ Resident (Authorized Head of Household)	_____ Date
_____ Co-head of Household (if applicable)	_____ Date
_____ Member 18 or older (if applicable)	_____ Date
_____ Member 18 or older (if applicable)	_____ Date



NOTICE OF CONDITIONS AFFECTING HABITABILITY
PURSUANT TO SECTION 5-12-100 OF THE MUNICIPAL CODE OF CHICAGO

For the Property located at: _____

The following **code violations** have been cited by the City of Chicago for the above referenced property and/or common areas within 12 months prior to _____ (date of lease).

- ☐ None
- ☐ Case Number or Compliance Board Proceeding Identification Number:
Violations Cited: _____

- ☐ Case Number or Compliance Board Proceeding Identification Number:
Violations Cited: _____

The following **utilities** are intended to be terminated for the above-referenced property and/or common areas as follows:

- ☐ None
- ☐ Type of Service and Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____
- ☐ None
- ☐ Type of Service and Provider: _____
Intended Date for Termination: _____
Will the termination affect the Property, common areas, or both? _____

Lessor/Agent: _____ Lessee: _____
Holsten Management

Dated: _____ Lessee: _____
Dated: _____

SMOKE-FREE LEASE ADDENDUM

THIS SMOKE-FREE LEASE ADDENDUM (“Addendum”) is incorporated into and shall become a part of the Lease dated _____, 20__ between _____ (“Lessor”) and _____ (“Lessee”) of Unit _____ located at _____ (the “Rental Complex”) and is in addition to all terms and conditions in the Lease. In the event of any conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall govern and control.

This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease due to the designation of the Rental Complex as a smoke-free living environment. This Addendum supersedes any and all previously executed Addenda governing smoking in and around the Rental Complex. A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of Smoke-Free Policy.** The Lessor and Lessee desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Definitions:**
 - a. **Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.
 - b. **Electronic Cigarette.** The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.
3. **Smoke-Free Complex.** Lessee agrees and acknowledges that the premises to be occupied by Lessee and members of Lessee’s household have been designated as a smoke-free living environment. Lessee and members of Lessee’s household shall not smoke anywhere in the unit rented by Lessee, including on or near any balconies, porches or decks attached to or adjoining said unit, or in the building in which the Lessee’s dwelling is located, or in any of the indoor common areas, or on adjoining grounds of such building or other parts of the rental community bearing signage indicating it is a smoke-free area, nor shall Lessee permit any guests or visitors under the control of Lessee to do so.

Unless otherwise designated by signage as being a smoke-free area or otherwise prohibited by another section of this Addendum, Lessee’s, members of Lessee’s household, and Lessee’s guests may smoke in the outdoor common areas surrounding the rental building or on the rental property that are more than twenty-five (25) feet from any building entrances or exits, windows, exterior air vents, or other openings that would allow smoke to enter established smoke-free areas.

4. **Lessee to Promote Smoke-Free Policy and to Alert Lessor of Violations.** Lessee shall inform Lessee’s guests of the smoke-free policy. Further, Lessee shall promptly give Lessor a written



statement of any incident where tobacco or other prohibited smoke is migrating into the Lessee's unit from sources outside of the Lessee's unit.

5. **Lessor to Promote Smoke-Free Policy.** Lessor shall post "No Smoking" signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the Rental Complex.
6. **Lessor Not a Guarantor of Smoke-Free Environment.** Lessee acknowledges that Lessor's adoption of a smoke-free living environment, and the efforts to designate the Rental Complex as smoke-free, do not make the Lessor or any of its managing agents the guarantor of Lessee's health or of the smoke-free condition of the Lessee's unit and the common areas. However, Lessor shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Lessor is not required to take steps in response to smoking unless Lessor knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Lessor.
8. **Disclaimer by Lessor.** Lessee acknowledges that Lessor's adoption of a smoke-free living environment and the efforts to designate the Rental Complex as smoke-free do not in any way change the standard of care that the Lessor or managing agent would have to Lessee's household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Lessor specifically disclaims any implied or express warranties that the building, common areas, or Lessee's premises will have any higher or improved air quality standards than any other rental property. Lessor cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Lessee acknowledges that Lessor's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Lessee, members of Lessee's household, and Lessee's guests. Lessees with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Lessor does not assume any higher duty of care to enforce this Addendum than any other Lessor obligation under the Lease.

By signing below, Lessee agrees to the terms and conditions contained in this Addendum.

Lessor/Agent: _____

Date: _____

Lessee: _____

Date: _____

Lessee: _____

Date: _____

**CHICAGO HOUSING AUTHORITY
FY2009 Grievance Procedure**

I. Purpose

- A. This Grievance Procedure (Procedure) is issued in accordance with the U.S. Department of Housing and Urban Development (HUD)'s Code of Federal Regulations (CFR), as found in 24 CFR § 966.50, and the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (RRC).
- B. This Procedure outlines the rights and obligations of head of households, the Chicago Housing Authority (CHA) and property management firms of traditional public housing and mixed-income properties (property management firms) with respect to grievances, and makes these rights and obligations part of the CHA Resident Lease Agreement and Contract (Lease) between the CHA and Head of Households, as well as the mixed-income leases, to the extent this Procedure is adopted by the mixed-income developer.
- C. The Grievance Procedure is a two-step process through which the head of household and/or co-head, if applicable, can raise grievances, outlined in *Section IV*, with the CHA and/or its property management firms.
 - 1. The first step is an informal hearing between a head of household and Property Manager or the CHA department that rendered the decision involving the dispute, in which the parties shall present concerns and attempt to resolve issues.
 - 2. The second step, if necessary, is a formal hearing, heard by an independent Hearing Officer at the City of Chicago's Department of Administrative Hearings.

II. Applicability

- A. The following Head of Households have the right to use this Grievance Procedure:
 - 1. Head of households living in traditional CHA public housing developments;
 - 2. Head of households living in mixed-income developments where the CHA Grievance Procedure was adopted;
 - 3. Head of households temporarily using a Housing Choice Voucher (Section 8); or
 - 4. Head of households and former head of households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. This procedure does not apply to Head of Households living in City-State properties.

- C. The procedure does not apply to leaseholders and Head of Households covered by the RRC who accepted permanent replacement housing in the CHA Housing Choice Voucher (HCV) Program.
- D. The procedure does not apply to CHA HCV Program recipients and applicants.
- E. The procedure does not apply to CHA applicants. Applicants receive mitigating/informal hearings with the CHA Occupancy Department or the Property Management firm rendering the decision.

III. Definitions

- A. "Grievance" shall mean: Any dispute with respect to the CHA's and/or property management firm's action or failure to act in accordance with the individual Head of Household's Lease, the RRC, and/or CHA policy implementation or procedures that adversely affect the individual Head of Household's rights, duties, welfare or status.
- B. "Head of household" (Leaseholders) shall mean: The adult person (or persons), other than a live-in aide, minors, foster children, or foster adults, who resides in the unit, and who:
 - 1. executed the lease with the property management firm or with the CHA as lessee of the dwelling; or
 - 2. was issued a temporary Section 8 voucher; or
 - 3. is otherwise protected under the Relocation Rights Contract, or
 - 4. if no such person is now residing in the unit, the adult person who has requested eligibility status to become the remaining head of household of the Head of Household family residing in the unit.
- C. "Remaining Head of Household/Remaining Family Member shall mean: Members of the household, excluding foster children, foster adults, live-in aides, and minors, listed on the lease that remain in the unit when the head of the household dies or leaves the unit without a housing subsidy supplied by CHA. Remaining family members must have lived in the unit and on the lease as an authorized member on the lease for a minimum of three years (36 months). Remaining family members are only eligible to use the formal grievance process to dispute their denial of the right to become a residual head of household/leaseholder. The initial hearing must be filed with the department or property management firm that issued the original denial.
- D. "Property Management Firm" shall mean: A property management firm that manages traditional public housing and/or mixed-income developments of the CHA.

- E. "Reasonable Accommodation" shall mean: Some modification or change the CHA can make to its units, buildings, or procedures that will assist an otherwise eligible applicant or Head of Household with a disability to take full advantage of and use CHA's programs. An accommodation is not reasonable if it: a) causes an undue financial and administrative burden; or b) represents a fundamental alteration in the nature of CHA's program.

IV. Grievances to which this procedure is applicable

The Grievance Procedure shall apply to situations including, but not limited to, disputes involving:

A. Rent

1. Annual and adjusted income;
2. Amount of rent;
3. Continued income eligibility;
4. Failure to pay rent;
5. Procedure used to collect rent;
6. Patterns of late rent payments; and
7. Minimum rent hardship exemption.

Rent Escrow Account: Before a hearing is scheduled for any grievance involving the amount of rent due, the head of household must pay an escrow deposit to a Rent Escrow Account, equal to the amount of monthly rent due as of the first of the month preceding the month in which the act or failure to act took place. The head of household must continue to pay the amount of monthly rent due to the account until the head of household's grievance is resolved. The escrow requirement may be waived if the head of household is determined to have a financial hardship exemption as described in the minimum rent requirements. The escrow requirement may also be waived due to the effect of welfare benefit reductions in the calculation of family income. Unless the requirement is waived, failure to make the escrow deposit shall terminate the Grievance Procedure. When the request for an informal hearing is submitted, the head of household shall be notified in writing of the rent escrow requirement, the right to request a hardship exemption and consequences for failure to comply. **24 CFR 966.4(b)**

B. Noncompliance with the Lease

1. Inspection of the dwelling unit to determine its condition;
2. Imposition of the Lease provisions to protect the CHA's property;
3. Assessment and payment of charges for Head of Household-caused damages;
4. Failure to pay maintenance charges or failure of the property management firm to complete repairs;

5. Failure to reimburse for damage claims;
 6. Failure to comply with annual reexamination requirements;
 7. Methods and grounds used to transfer or relocate families within or between housing developments that are unrelated to the RRC;
 8. Disputes involving exemptions from the CHA Work Requirement Policy;
 9. Disputes involving denial of Safe Harbor status; and
 10. Termination of tenancy because of non-compliance with the terms of the Lease, except as specified below in *Section V.A.*
- C. Relocation (applicable to head of households and former head of households covered by the RRC only).
1. Methods and grounds used to relocate families within or between housing developments as part of the Plan for Transformation;
 2. A head of household/leaseholder's rejection of permanent replacement housing;
 3. Disputes involving a head of household/leaseholder's loss of their right of return to replacement housing;
 4. Denial of replacement housing based upon criteria set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria;
 5. Requirement to transfer to a different housing development because of failure to meet the criteria set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria within one year (or longer period, as applicable) of move-in at mixed-income properties;
 6. Requirement to transfer to a different housing development for failure to continue to meet or continue to engage in activities set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria at mixed-income properties; and
 7. Disputes involving failure to comply with new Authority-wide requirements.

V. Grievances to which this procedure is not applicable

- A. The Grievance Procedure shall not be available to any household whose tenancy is being terminated because of:
1. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Head of Households and their families, employees of the CHA, property management firms, or agents of the CHA, or persons residing in the immediate vicinity;
 2. Any violent or drug-related criminal activity on or off such premises; or
 3. Any activity resulting in a felony conviction.

- B. The Secretary of HUD has made a determination that the State of Illinois' courts provide due process. Therefore, the CHA may terminate a Lease using the procedure under the Illinois Landlord-Tenant law for the above actions without offering the household a grievance hearing.
- C. The Grievance Procedure shall not apply to:
 - 1. Class grievances against the CHA; or
 - 2. Disputes between Head of Households, when the CHA is not involved.
- D. The Grievance Procedure shall not be used as a forum by a Head of Household, Head of Households or groups of Head of Households for initiating or negotiating policy changes with the CHA or the CHA's Board of Commissioners.

VI. New Head of Households

- A. At the time of leasing, the property management firm will furnish each new head of household with a copy of the CHA Grievance Procedure, with exhibits attached thereto, including the Notice of Grievance Rights – GP1.
- B. Households transferring between developments shall not be considered new head of households.

VII. Reasonable Accommodations

- A. The CHA and its property management firm shall provide reasonable accommodations to permit Head of Households with disabilities to participate in both informal and formal grievance hearings.
- B. If requested by the head of household, reasonable accommodations to persons with disabilities may include, but are not limited to the following: 1) that meetings be held in an accessible location; 2) that all materials and notices will be in an accessible format; 3) that the CHA provides qualified sign language interpreters, readers or attendants; 4) that the head of household can make a hearing request orally and having a representative, advocate or the property management firm complete the relevant paperwork.

VIII. Notice of Adverse Action

- A. The CHA or its property management firm will notify a head of household in writing of the specific grounds for any proposed adverse action. The notice shall be personally served or sent via certified or registered first-class mail, return-receipt requested. If the CHA is required to afford the head of household the opportunity for a grievance hearing, the notice of proposed adverse action will inform the head of household of the right to request such hearing and the time period within which a hearing may be requested.

IX. Adverse Action and Grievance Procedure

- A. Actions Excluding Lease Termination: In the case of a proposed adverse action other than a proposed Lease termination, the CHA or its property management firm shall not take the proposed action until the time for the head of household to request a grievance hearing has expired. If a hearing was timely requested by the head of household, no action shall be taken until the grievance process has been completed.
- B. Actions Including Lease Termination: When the CHA or its property management firm is required to afford the head of household the opportunity for a hearing under this Procedure for a grievance concerning the Lease termination (not including grievances described in *Section V*), the tenancy shall not terminate, even if any notice to vacate under state or local law has expired, until the time for the head of household to request a grievance hearing has expired, and, if a hearing was timely requested by the head of household, the grievance process has been completed.

X. CHA Ombudsman

- A. CHA's Ombudsman is available to advocate for residents at both the informal and formal hearing stages.

XI. Requests for Informal Hearings

- A. The following Head of Households have the right to use the informal hearing process established by this Grievance Procedure:
 - 1. Head of Households living in traditional CHA public housing developments;
 - 2. Head of Households living in mixed-income developments where the CHA Grievance Procedure was adopted (also known as Leaseholders);
 - 3. Head of Households temporarily using a Housing Choice Voucher (Section 8); or
 - 4. Head of Households and former head of households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. On the bottom of every Notice of Termination of Tenancy (other than those exempted in *Section V*) and at the bottom of notices for grievable actions, as required by the RRC, the head of household shall be notified that he/she has a right to request a grievance hearing, orally or in writing, within the applicable number of days from receipt of the Notice.
- C. Head of Households shall file grievances either orally or in writing with the property management firm or the CHA department that rendered the decision involving the dispute. The head of household or the property management firm, upon request by the head of household, shall complete the Grievance Hearing Proceedings Form – GP3, that is provided by the property management firm. Head of Households shall file their grievances within the following times:

1. Grievances Involving Eviction Action
 - a. in the case of rent disputes, within fourteen (14) calendar days of the receipt of the termination notice by the household; and
 - b. in all other eviction cases¹ that are not excluded under Section 15(h) of the Lease, the period of time stated within the notice after which tenancy will terminate, calculated from the date of the household's receipt of the termination notice, not to exceed thirty (30) calendar days.
2. Non-Eviction Grievances:
 - a. Within thirty (30) calendar days of the receipt of any written notice of adverse action from the CHA or property management firm; or
 - b. Within thirty (30) calendar days of any adverse action taken by CHA or the property management firm, where no notice is received.
- D. If an informal hearing is requested, the property management firm shall fill out and provide the head of household with a receipt indicating that a request for an informal hearing was made and the date of the request. (Head of Household Receipt for Informal Hearing Request – GP2). A copy of the receipt shall be given to the Head of Household and placed in the Head of Household's file.
- E. When a Head of Household files a request for an informal hearing, the property management firm shall forward two copies of the Head Of Household Receipt for Informal Hearing Request (GP2) to CHA Departments: The property management firm shall forward one copy to the Asset Management Department and one copy to the General Counsel.
 1. In cases involving the right of return, or the right to remain at a mixed-income development after the 12-month Working to Meet Period, the property management firm shall also forward a copy of the request to the Relocation/Resident Services Department.

XII. Informal Hearing Process

- A. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The head of household shall make the request during normal business hours and is responsible for any photocopying fees. Documents shall be provided and copies shall be made in the Management Office within a reasonable time period of the head of household's request. Costs shall not exceed 10 cents per page.

¹ For example, for repeated violations of the pet policy; violations of house rules; repeated violations of housekeeping standards.

- B. The property management firm, HCV Program, or the CHA shall schedule and hold an informal hearing within fifteen (15) calendar days of receiving a Head of Household's hearing request.
 - 1. If the adverse action or failure to act is the responsibility of the property management firm, the Head of Household's informal hearing shall be conducted with the Property Manager.
 - 2. If the adverse action or failure to act is the responsibility of HCV (Section 8) program, the Head of Household's informal hearing shall be conducted by the Senior Vice President of HCV Program or his/her designee.
 - 3. If the adverse action or failure to act is the responsibility of a CHA official, the informal hearing shall be conducted by that official's supervisor or his/her designee.
- C. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.
- D. Five (5) days after the informal hearing, the property management firm will submit a copy of the hearing decision to the Asset Management Department for review.
- E. The Asset Manager will complete its review within five (5) days of receipt of the decision and finalize the informal hearing decision with the Property Manager.
- F. Within ten (10) business days after the informal hearing, the property management firm, the HCV Program, or the CHA will make four copies of the informal hearing results on the Grievance Hearing Proceedings Form – GP3. If the decision will not fit on the required forms, a letter with the results attached to the GP3 form is acceptable.
 - 1. One copy of the informal hearing results shall be supplied to the Head of Household. The GP3 Form shall be personally served or sent via certified or registered first-class mail, return receipt requested. The GP3 Form shall also contain the procedure by which a formal hearing may be obtained. The Formal Hearing Request Form – GP4 will be mailed or delivered to the Head of Household along with a copy of the informal hearing results.
 - 2. One copy of the informal hearing results shall be sent to the Asset Management Department.
 - 3. One copy of the informal hearing results shall be sent to the Office of the General Counsel.
 - 4. One copy of the informal hearing results will be placed in the Head of Household's file.

XIII. Good Cause to Proceed Directly to a Formal Hearing

- A. Before a Head of Household may request a formal hearing, the Head of Household must have requested an informal hearing, and that hearing must have been held, except in circumstances outlined below. **24 CFR 966.54**
- B. Good Cause: If the Head of Household can show good cause as to why he/she did not request an informal hearing or why a hearing was not held, then the Head of Household may proceed directly to a formal hearing. A member of the CHA's Office of the General Counsel shall determine good cause. For purposes of this section, good cause includes, but is not limited to:
 - 1. A verifiable medical condition that prevented the Head of Household from requesting an informal hearing;
 - 2. A documented absence from the unit which prevented the Head of Household from receiving a notice of adverse action;
 - 3. A disability that prevented the Head of Household from understanding or being aware of the adverse action; or
 - 4. Documentation that the CHA or its property management firm was unsuccessful in holding the informal hearing within fifteen (15) calendar days of the Head of Household's request. Failure to hold the informal hearing within fifteen (15) days must not be caused by the Head of Household's failure to cooperate in scheduling and/or holding the hearing.**24 CFR 966.54**

XIV. Requests for Formal Hearings

- A. The following Head of Households have the right to use the formal hearing process established by this Grievance Procedure:
 - 1. Head of Households living in traditional CHA public housing developments;
 - 2. Head of Households living in mixed-income developments where the CHA Grievance Procedure was adopted (also known as Leaseholders);
 - 3. Head of Households temporarily using a Housing Choice Voucher (Section 8); or
 - 4. Head of Households and former Head of Households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. For all formal hearings, the CHA shall use the City of Chicago's Department of Administrative Hearings. The City's Department of Administrative Hearings maintains a group of qualified independent Hearing Officers, as described in *Section XIV*.
- C. If the Head of Household disagrees with the results of his or her informal hearing, the Head of Household shall submit a written request for a formal hearing within fifteen (15) calendar days of receiving a copy of the informal hearing results.

- D. The Head of Household must use the Head of Household's Formal Hearing Request Form - GP4 supplied by the CHA, to request a formal hearing. The Head of Household shall be responsible for sending two copies of the form to the CHA, via regular mail or hand delivery:
1. The Head of Household shall send by regular mail or hand deliver one copy to the Office of the General Counsel, who will forward a copy to the City of Chicago's Department of Administrative Hearings. The Office of the General Counsel shall also forward to the Department of Administrative Hearings 1) a copy of the completed Grievance Hearing Proceedings Form – GP3; and 2) a Grievance Petition from the Chicago Housing Authority – DOAH Petition that identifies the dispute, the basis for the CHA's or the property management company's action or failure to act, and the requested relief.
 2. The Head of Household shall send by regular mail or hand deliver one copy to the Asset Management Department, who will forward a copy to the property management firm.
 3. If the Head of Household fails to request a formal hearing within fifteen (15) calendar days of the sending or delivery of the informal hearing results, then the informal hearing results become final. Failure by the Head of Household to request a formal hearing, however, shall not constitute a waiver of the Head of Household's right to contest the CHA's or property management firm's action or failure to act in a court of law.
 4. If the issue being grieved is one that cannot be grieved under CHA policies or procedures (see Section V. A. of this procedure), the Office of the General Counsel will deny the request and return the request to the Head of household.
- E. Reasonable accommodations to persons with disabilities may include that meetings be held in an accessible location, and that all materials and notices will be in an accessible format, if requested by the Head of Household. This includes, if necessary, that the CHA provides qualified sign language interpreters, readers or attendants.
- F. A formal hearing shall be scheduled to be held by the City of Chicago's Department of Administrative Hearings within thirty-seven (37) calendar days from the Department of Administrative Hearings' receipt of the Grievance Petition, and Formal Hearing Request Form.

XV. Selection of Hearing Officers

- A. The City of Chicago's Department of Administrative Hearings shall maintain a group of qualified Hearing Officers.

- B. The CHA and Central Advisory Council shall jointly agree upon candidates from that group to serve as independent Hearing Officers at formal hearings of CHA grievances and ensure that proper training is provided.
- C. For each formal hearing involving a CHA grievance, the Chicago Department of Administrative Hearings will assign a Hearing Officer from the group of jointly agreed upon candidates.
- D. The Hearing Officer appointees shall be fair, unbiased, and follow applicable regulations, policies and laws.

XVI. Formal Hearing Process

- A. Formal hearings shall be conducted *de novo* in accordance with this Grievance Procedure, and with Chapter 2-14 of the Municipal Code and the Department of Administrative Hearings' Procedural Rules and Regulations, to the extent that they are applicable and not inconsistent with this Procedure.
- B. Orderly Behavior: The Hearing Officer shall require all parties, representatives and witnesses to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.
- C. Written Appearance Form: All parties appearing on behalf of the CHA, the property management firm or the Head of Household shall complete a written Appearance Form, supplied by the Hearing Officer.
- D. Decision Not to Proceed: The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another formal hearing or a court of law.
- E. Standard of Proof: The Hearing Officer's decision shall be based upon the preponderance of evidence.
- F. Burden of Proof: In the formal hearing, the Head of Household must first establish that he/she is entitled to the relief that he/she has requested. The CHA or property management firm must then sustain the burden of justifying its action or failure to act, with respect to the issues underlying the grievance.

24 CFR 966.56e

Evidence and Witnesses: The formal hearing shall be conducted by the Hearing Officer. All parties shall present evidence pertinent to the facts and issues raised by the grievance without regard to admissibility under the rules of evidence applicable to judicial proceedings. The formal and technical rules of civil/criminal procedure and evidence shall not apply. Evidence, including hearsay, may be admitted if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs. All witnesses shall be sworn in by the Hearing Officer. All parties, including the Hearing Officer, shall have the right to question all witnesses.

- G. Recordings of Hearing: A record shall be made of the formal grievance hearing by audiotape or other appropriate means. Record of the hearing shall include documents, a copy of findings and the written decision.
1. The Department of Administrative Hearings shall be responsible for securing a recorder prior to the formal hearing. Records shall be retained by the Department of Administrative Hearings, pursuant to law, but not for less than six (6) months from the date of the hearing.
 2. Any interested party may arrange for a copy of the formal hearing record in advance of or following the hearing, at the party's own expense.
- H. Observed Rules for Fair Hearing: The Head of Household shall be afforded a fair hearing. The following rules shall be observed in conducting a formal hearing between the parties.
1. The Head of Household, the CHA and its property management firms shall have prior written notification of the date, time and location of the formal hearing, as well as the consequences for failure to appear at the hearing. The Department of Administrative Hearings shall send the notice via first-class mail or personal service no later than fourteen (14) calendar days before the formal hearing date.
 2. The Head of Household, the CHA, and/or the Property Management have the right to be represented by counsel or by other persons chosen as the parties' representative and to have such person make statements on the parties' behalf.
 3. The Head of Household shall have the opportunity before the formal hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
 - a. Requests for copies of documents, records and regulations shall be submitted in writing by the Head of Household or by the Head of Household's representative to the property management firm and the CHA.
 - b. The property management firm and the CHA have up to five (5) calendar days from the date of request to produce the documents to the Head of Household.
 - c. If the Head of Household or the Head of Household's representative requests copies within five (5) calendar days of the hearing, copies of documents shall be made available no later than one (1) hour before the formal hearing is scheduled to begin.
 - d. The Head of Household or the Head of Household's representative shall be responsible for paying for copies at the time the Head of Household receives the copies from the property management firm or the CHA. Costs for copies shall not exceed 10 cents per page.

- e. Any document requested by the Head of Household or his/her representative, within the appropriate timeframe, that is in the possession of the CHA or the property management firm, and that is not made available after the Head of Household's request, may not be relied on by the CHA or property management firm at a grievance hearing.
 - f. The CHA, its representatives, and/or Property Management shall have the opportunity before the formal hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the Head of Household plans to present at the formal hearing.
- 4. The Head of Household shall have the right to a private hearing, unless the Head of Household requests a public hearing.
 - 5. The Head of Household, the CHA and/or the Property Management firms shall have the right to present evidence and argument in support of his/her grievance position, to challenge evidence relied upon by the parties and to confront and cross-examine all witnesses upon whose testimony the Head of Household, the CHA or property management firm relies.
 - 6. All parties have the right to a decision based solely and exclusively upon the evidence presented at the hearing.
- I. Failure to Appear at Formal Hearing: If the Head of Household, the CHA, or the property management firm fails to appear at the scheduled formal hearing, the Hearing Officer may make a determination that the party failing to appear has waived its right to participate in a formal grievance hearing; find that party in default; proceed with the formal hearing; accept evidence relevant to the grievance; and conclude the grievance hearing with findings and a written disposition. A copy of the order of default shall be served upon the defaulting party by first-class mail or personal service.
 - 1. The defaulting party shall have twenty-one (21) days from the date the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the party's failure to appear.
 - 2. A determination that the Head of Household has waived his or her right to a formal hearing shall not constitute a waiver of any right the Head of Household may have to contest the Hearing Officer's disposition of the grievance.

XVII. Formal Grievance Hearing Process For Violations Of CHA New Authority-Wide Requirements .

- A. Pursuant to the Relocation Rights Contract(s), head of households/leaseholders covered by the RRC who have not received final replacement housing and are

not lease compliant with the new authority-wide requirement, but are otherwise lease compliant with CHA's Lease and ACOP, shall not be evicted or lose their right of return unless an independent hearing officer determines that the head of household/leaseholder is not making a good faith effort to comply with the new requirement.

- B. In the event the CHA intends to terminate a 10/1/99 or Post 10/1/99 Head of Household/Leaseholder's lease or right to replacement housing for violation of a "new authority-wide requirement", CHA shall serve the Head of Household/Leaseholder with a CHA Form GP5 – Thirty (30) Day Notice of Termination for Failure To Comply With New Authority-Wide Requirement.
- C. The CHA Form GP5 Notice of Termination shall inform the head of Household that CHA intends to terminate the residential lease agreement or deny the head of household's final replacement housing and that a formal hearing before a DOAH hearing officer will be scheduled 30 days after the service of the notice. The Form GP5 Notice of Termination shall also notify the head of household that if the head of household would like to try to resolve the matter prior to the formal grievance hearing, the head of household may request an informal hearing with CHA.
- D. If the head of household/leaseholder does not request an informal hearing within 30 days, CHA will issue a request for a formal grievance hearing with DOAH. At the DOAH hearing, CHA shall have the burden of proving that the head of household/leaseholder's family violated the new authority-wide lease requirement.
- E. CHA may not proceed with any eviction proceedings or deny a right to replacement housing unless the DOAH hearing officer finds that the head of household/leaseholder's family is not making a good faith effort to comply with the new authority-wide lease requirement.
- F. In making such a determination, the hearing officer shall take into consideration all the head of household/leaseholder's circumstances, including but not limited to, the ability of the head of household/leaseholder or their family to comply with the new authority-wide lease requirement and to access adequate outreach, assessment, referral or follow-up services as part of the initiative to assist the household to comply with the new authority-wide lease requirement.
- G. Except as stated in this section, all other parts of Section XV shall apply.

XVIII. Grievance Hearing Decision

- A. The Hearing Officer shall make a determination on the basis of the admissible evidence, testimony, and arguments presented at the hearing. The Hearing

- Officer shall not have the power to impose fines, costs, sanctions or other penalties.
- B. The Hearing Officer shall prepare a written decision for the formal hearing on the DOAH Order: Findings, Decisions, and Order Form. The formal hearing results shall be served via first-class mail or personal service to the Head of Household and his or her representative, the CHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal hearing decision, the Hearing Officer shall notify the Head of Household of the revised timeline in writing within five (5) business days of the hearing.
- C. The CHA shall keep a copy of the Hearing Officer's summary, on the DOAH Order: Findings, Decisions, and Order Form, with all names and identifying references deleted.
- D. The decision of the Hearing Officer shall be binding on the Head of Household and on the CHA/property management firm, which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the CHA's Board of Commissioners determines, within thirty (30) calendar days, and gives written notice to the Head of Household, his/her representative, and to the Hearing Officer that:
1. The grievance does not concern the CHA's action or failure to act in accordance with the complainant's Lease or regulations which adversely affect the complainant's rights, duties, welfare or status **24 CFR 966.57**; or
 2. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract (ACC) between HUD and the CHA. **24 CFR 966.57**
- E. The decision by the Hearing Officer or Board of Commissioners in favor of the CHA, or which denies the relief requested by the Head of Household, in whole or in part, shall not constitute a waiver of, nor affect any rights the Head of Household may have to judicial review or a trial *de novo* in a court of law regarding the same matter brought up in the grievance. **24 CFR 966.57**

Attached Grievance Procedure Forms

- CHA Form-GPI
Notice of Right to Head of Household's Grievance
- CHA Form-GP2
Head of Household Receipt for Informal Hearing Request
- CHA Form-GP3
Grievance Hearing Proceedings Form
- CHA Form-GP4
Formal Hearing Request Form
- CHA Form-GP5
Thirty (30) Day Notice Of Termination Of Tenancy For Failure To Comply With The New Authority-Wide Requirement
- DOAH Petition
Grievance Petition from the Chicago Housing Authority
- DOAH Order
Findings, Decisions, and Order Form

CHA Form-GP1, rev 05-15-09

New Head of Households sign this form during the initial leasing process.

Account No.

NOTICE OF RIGHT TO HEAD OF HOUSEHOLD'S GRIEVANCE

I have been advised of my right to an informal hearing with the Property Manager in case of a grievance with respect to the CHA or property management firm's action or failure to act in accordance with the Lease, the Relocation Rights Contract, or CHA policies, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal results of my grievance, I have a right to proceed to a formal hearing. I have the right to a formal hearing with an independent Hearing Officer under the CHA's Grievance Procedure.

I will have the right to appear at the formal hearing and speak on my own behalf, to be represented by counsel or other representatives of my choice, at my expense, to bring witnesses and documents as I desire, and to cross-examine the CHA or property management firms' witnesses. I have the right before the hearing to examine and copy, at my expense, any documents, records, and/or regulations that are directly relevant to the grievance. I understand that I am responsible for the cost of any photocopying requested.

(Print Name)

(Head of Household's Signature)

(Date)

CHA Form-GP2, Rev 05-15-09

The property management firm will complete and sign this form. The Head of Household will also sign it. The property management firm will provide a copy to the Head of Household, General Counsel, Asset Management, and where applicable, Relocation.

HEAD OF HOUSEHOLD RECEIPT FOR INFORMAL HEARING REQUEST

A request for an informal hearing with _____
(Property Manager's Name/CHA Department)

(Property Manager)
was made on _____ by _____.
(Date) (Head of Household's Name)

Nature of Grievance: _____

Requested Relief: _____

I, _____, acknowledge
(Property Manager/CHA Department)

receipt of the Head of Household's request for an informal hearing.

Signature of Property Manager /CHA Date

Development/CHA Department Name Phone

Property Management/CHA Department Office Address Fax

Signature of Head of Household or Representative Date

Page 18 of 24
Approved

Board of Commissioners

August 18, 2009

CHA Form-GP3, Rev 05-15-09

The Head of Household completes the top portion of the form to request an informal hearing. The Property Manager completes the bottom portion of form after the informal hearing. Copies of the completed form are provided to the Head of Household, General Counsel, and Asset Management Department.

HEAD OF HOUSEHOLD'S GRIEVANCE HEARING PROCEEDINGS FORM

DATE OF REQUEST: _____

HEAD OF HOUSEHOLD'S NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ ACCOUNT NO: _____

NATURE OF GRIEVANCE: _____

REQUESTED RELIEF: _____

HEAD OF HOUSEHOLD'S SIGNATURE* _____ DATE _____

CHA MANAGEMENT SIGNATURE _____ DATE _____

**or Head of Household representative*

INFORMAL HEARING

HEARING DATE: _____ TIME: _____

LOCATION: _____

COMMENTS: _____

PARTIES PRESENT: _____

DECISION: _____

REASON FOR DECISION: _____

DATE: _____

TO THE HEAD OF HOUSEHOLD: IF YOU DO NOT AGREE WITH THE DECISION WHICH RESULTS FROM THE INFORMAL HEARING, YOU HAVE THE RIGHT TO PROCEED DIRECTLY TO A FORMAL HEARING UNDER THE CHA HEAD OF HOUSEHOLD'S GRIEVANCE PROCEDURE.

IF YOU DESIRE A FORMAL HEARING, YOU MUST SIGN AND SUBMIT THE ATTACHED FORMAL HEARING REQUEST FORM WITHIN FIFTEEN (15) CALENDAR DAYS OF TODAY.

Return the yellow form to:

**CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren St., 12th Floor
Chicago, IL 60605**

Return the orange form to:

**CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren St., 13th Floor
Chicago, IL 60605**

IF YOU DO NOT SUBMIT THE FORM WITHIN FIFTEEN (15) CALENDAR DAYS, YOU WILL WAIVE YOUR RIGHT TO A FORMAL HEARING AND THE DECISION PROPOSED BY THE PROPERTY MANAGER, HOUSING CHOICE VOUCHER PROGRAM, OR CHA WILL BECOME FINAL.

CHA Form-GP4, Rev 5-15-09

If the Head of Household wants to proceed to a formal hearing, he/she completes this form and provides a copy to Asset Management and the General Counsel.

FORMAL HEARING REQUEST FORM

PLEASE COMPLETE THIS FORM AND MAIL OR HAND DELIVER IT TO:

Return the yellow form to:
CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren St., 12th Floor
Chicago, IL 60605

Return the orange form to:
CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren St., 13th Floor
Chicago, IL 60605

DATE OF REQUEST: _____

HEAD OF HOUSEHOLD'S NAME: _____ ACCOUNT NO: _____

ADDRESS: _____

NAME OF DEVELOPMENT IN WHICH I LIVE: _____

TELEPHONE NUMBER DURING THE DAY: _____

HEAD OF HOUSEHOLD'S REPRESENTATIVE (IF ANY): _____

REPRESENTATIVE'S ADDRESS: _____

REPRESENTATIVE'S TELEPHONE NUMBER: _____

I hereby request a formal hearing to present the following grievance: _____

Requested Relief: _____

Choose location for the formal hearing:

- ☐ Main Office: 400 W. Superior Street (Sedgwick and Superior Street)
☐ Satellite Office: 2006 E. 95th Street (95th and Jeffery Boulevard)

HEAD OF HOUSEHOLD'S OR REPRESENTATIVE'S SIGNATURE _____

DATE _____

THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY
FOR FAILURE TO COMPLY WITH THE NEW AUTHORITY-WIDE REQUIREMENT

TO: _____ and all occupants _____
 Address _____, Apt.# _____ Chicago, Illinois

You are hereby notified that your Tenancy/**Right of Return to Replacement Housing** at the Chicago Housing Authority Chicago, Illinois, will **terminate** no sooner than **[THIRTY DAYS]**, unless the breach described below is remedied within thirty (30) days and provided the breach can be remedied. You **must give up your right of return**/vacate the premises, together with closets, laundry rooms, drying rooms, perambulator or storage rooms, and other rooms and space in connection with said premises by **[THIRTY DAYS]**. If you fail to **give up your right of return**/move from the premises by **[THIRTY DAYS]**, you will be subject to an action pursuant to the terms below and will be responsible for all court costs if the action is successful.

The reason for said termination of tenancy is the violation section(s) _____
 in that:

If you want to try to resolve this matter, you have the right based on this notice to request an informal hearing with your property manager/CHA within thirty days of receipt of the notice. You have the right to make a reply to this notice if you wish. Prior to filing a case for eviction/terminating your Right of Return, the CHA will initiate a formal grievance hearing to obtain a written decision that there was not a good faith attempt to comply with the CHA New Authority-Wide Requirement. You may present any information orally or in writing at the grievance hearing to dispute the matter. At the hearing, you may present any defenses and witnesses that you may have. You have the right to bring a lawyer/representative with you. This will be your only opportunity to grieve the termination notice. The decision of the hearing officer will be binding.

WHILE YOU HAVE THE RIGHT TO GRIEVE THIS NOTICE PURSUANT TO 24 C.F.R. 966.51 (a)(2)(i), YOU ARE NOT ALLOWED A GRIEVANCE HEARING FOR ANY CLAIMS OF CRIMINAL AND/ OR DRUG-RELATED ACTIVITY. HUD HAS DECIDED THAT YOU HAVE THE RIGHT TO AND WILL BE GIVEN A HEARING IN THE MUNICIPAL COURT OF COOK COUNTY, WHICH CONTAINS THE BASIC ELEMENTS OF DUE PROCESS AS DEFINED IN THE HUD REGULATIONS.

YOU HAVE THE RIGHT BY APPOINTMENT, PRIOR TO ANY HEARING OR TRIAL, TO EXAMINE ANY RELEVANT DOCUMENTS, RECORDS, OR REGULATIONS DIRECTLY RELATED TO THE EVICTION AT THE OFFICE OF THE PROPERTY MANAGER FOR YOUR DEVELOPMENT.

IF YOU ARE 62 YEARS OF AGE OR OLDER OR A PERSON WITH DISABILITIES AND REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE PERSON LISTED BELOW AND ARRANGEMENTS WILL BE MADE TO ACCOMMODATE YOUR CIRCUMSTANCES.

DATED at Chicago, Illinois, this _____ Day CHICAGO HOUSING AUTHORITY, Landlord

of _____ A.D. 20_____ BY: _____

The undersigned ("Server") deposes and states that s/he served the within Notice at the hour of _____ a.m./p.m., on the _____ day of _____, 20____ by:

- 1) _____ delivering a copy to the above named resident, _____; or by
- 2) _____ delivering a copy to _____, an adult member of the household residing in the dwelling unit; or by
- 3) _____ sending a copy of the notice to the resident by certified or registered mail, with a return receipt from the addressee.

ADDITIONAL REMARKS:

 Signature of Server

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____, 20_____.

_____ NOTARY PUBLIC

DOAH-Petition

(Rev 03/09)

GRIEVANCE PETITION FROM THE CHICAGO HOUSING AUTHORITY

**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

IN THE MATTER OF: _____)
_____,)
Head of Household/Grievant)
and) **Docket #** _____
The Chicago Housing Authority and/or)
_____)
_____) **Management Co.**)
Respondent)

THE GRIEVANCE

Nature of Grievance: _____

Requested Relief: _____

Location Requested for Hearing:

☐ 400 W. Superior Street ☐ Satellite Office: 2006 E. 95th Street

Reasonable Accommodations Requested: ☐ No ☐ Yes If yes, please describe: _____

THE PARTIES

THE GRIEVANT

Name _____
Address _____
Development _____
Phone _____

Representative (if any) _____
Address _____
Phone _____

THE RESPONDENT (S)

Name _____
Address _____
Development _____
Phone _____

Name _____
Address _____
Development _____
Phone _____

OFFICE USE ONLY

Date of Hearing: _____ Time of Hearing: _____ Officer Assigned: _____

**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

IN THE MATTER OF: _____)
 _____)
 _____,)
Head of Household/Grievant)
 and) **Docket #** _____
The Chicago Housing Authority and/or)
 _____)
Management Co.)
Respondent)

FINDINGS, DECISIONS AND ORDER

This matter coming for a Formal Hearing, pursuant to the Chicago Housing Authority Head of Household's Grievance Procedure, notice of the date, time, and location of the hearing having been given to all parties, and the Hearing Officer having considered the evidence and the arguments presented, IT IS ORDERED: Hearing Officer finds by a preponderance of the evidence and rules as follows:

1. The Grievant is a Head of Household as defined in the CHA Head of Household's Grievance Procedure.
 2. The Grievant's request for a formal hearing was made in a timely manner.
 3. This Formal Hearing is being held within the time required by the CHA Head of Household's Grievance Procedure.
- ☐ Find for the Grievant.
- ☐ Find for the CHA and/or the management company.
- ☐ The Grievant failed to appear. Enter a **default** against the Grievant and find for the CHA and/or the management company. A defaulted party shall have 21 days from the date of the default to file a petition with the Department of Administrative Hearings to set aside the default upon a showing of good cause for failure to appear.
- ☐ Motion to set-aside prior default order of _____ is ☐ granted ☐ denied.
- ☐ The case is continued to _____ for ☐ service ☐ hearing.

Reasoning:

Entered: _____
 Hearing Officer Name and # _____ Date _____

This decision is binding on the parties unless the CHA's Board of Commissioners determines, within 30 calendar days, and gives written notice to the Head of Household, that the decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA.

Either party may appeal this Order by seeking a trial *de novo* or Administrative review.

Original - DOAH

Copies to Grievant, CHA and Management Co.

Hearing Officer cross-out non-applicable portions.

Public Housing Rider to Chicago Apartment Lease

THIS Rider AGREEMENT (hereafter called "PUBLIC HOUSING RIDER") is between Holsten Management (LESSOR) and the person(s) named as leaseholder (TENANT) in the Chicago Apartment Lease #104 (hereafter referred to as "LEASE"). This Rider Agreement and Chicago Residential Lease specify the terms and conditions for Tenants and Lessor.

The rental community (hereafter referred to as "PREMISES") in which the unit occupied by the TENANT (hereafter called "UNIT"), is located has received certain assistance from the Chicago Housing Authority, and this UNIT is deemed a Public Housing Authority assisted unit under the Regulatory and Operating Agreement governing the community. As a result, the LEASE is amended by the following provisions, which supersede any contrary provisions of the main text of the LEASE.

The Rider Agreement and Chicago Residential Lease are executed by the Tenant and the Lessor, Holsten Management Corporation. It includes the following information specific to each family's circumstances:

- Identification of all members of the Tenant's household by their social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Specifies those utilities and appliances provided by LESSOR with the unit, and those provided by TENANT;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the PUBLIC HOUSING RIDER.

1. Rider Term and Amount of Rent

- (a) The initial term of this Rider is twelve (12) months and unless otherwise modified or terminated, this Rider shall automatically be renewed on an annual basis with the Chicago Residential Lease, unless the LESSOR has terminated the "LEASE" in accordance with these terms.
- (b) The rent amount is stated in the Lease Contract. Rent shall remain in effect unless adjusted by LESSOR in accordance with this Rider. The amount of the rent shall be determined by LESSOR in compliance with the HUD regulations.
- (c) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the 5th day of the month. If the 5th day of the month falls on a weekend or holiday, rent is due by 5 p.m. on the following business day.
- (d) In no case shall rent be above the ceiling rent or flat rent established by CHA for a particular bedroom size. Ceiling rent or flat rent is applied before any utility deductions are given.
- (e) Notice of Rent Adjustment. When LESSOR makes any change in the amount of the rent, LESSOR shall provide written notice to the TENANT no less than 30 days prior to the effective date of the increase. In the event of rent decreases, LESSOR may provide less than 30 days notice if necessary, in order to comply with the requirements set forth in Section 5(c) 1 and 2 below.

2. Charges in Addition to Rent

- (a) In addition to rent, the TENANT is responsible for the payment of other charges specified in the Chicago Residential Lease and this Rider. The notice of charge shall advise the TENANT that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the administrative Grievance Procedures.

(b) Charges in addition to rent are due on the first day of the following month provided that a minimum of 15 days notice has been given. The TENANT may have the opportunity to enter into a reasonable payment arrangement based upon the TENANT's adjusted income. Other charges can include but are not limited to:

1. Payment of utility charges.

- TENANT-Paid Utilities - The utility allowance is specified in the Rider Contract. If the TENANT's actual utility bill is less than the Utility Allowance, the TENANT shall receive the benefit of such savings.

2. Maintenance costs. The TENANT will be charged 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 the TENANT, household members or guests. When needed maintenance is caused by TENANT's damage, neglect or carelessness, the TENANT shall be charged for the cost of such service, either in accordance with the attached Schedule of Maintenance Charges posted by LESSOR or, when work is not listed on the Schedule of Maintenance Charges, the actual cost to LESSOR for the labor and materials needed to complete the work.

3. **Security Deposit**

(a) Unless otherwise required by applicable law, the TENANT agrees to pay, at the time of leasing, a security deposit. The amount of the security deposit shall be the greater of \$50.00 or one month's rent (Total Tenant Payment), but in no case shall exceed \$150.00. The dollar amount of the security deposit is noted in the Lease Contract. Existing TENANT's who have not paid a security deposit to CHA must pay a deposit of \$50.00 within 1 year of signing the Lease. Unless the TENANT transfers to another unit, security deposits shall not be increased even if rent increases.

(b) LESSOR will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and,
2. To reimburse the cost of repairing any damages caused by the TENANT, household members or guests, who are on the premises with the TENANT's consent, excluding reasonable wear and tear.

(c) The LESSOR shall deposit the Security Deposit in an interest-bearing account and credit the TENANT's account on an annual basis in accordance with State and local law.

(d) The security deposit with interest will be returned to the TENANT subject to the revisions stated in subsection (b) of this section and in accordance with state and local law.

(e) If deductions are made, LESSOR shall deliver or mail to the last known address of the TENANT, within 30 days of the TENANT vacating, a statement of the damages allegedly caused to the premises and cost of repair.

4. **Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility**

The rent amount as fixed in the Lease Contract is due each month until changed by either an annual or an interim re-examination as described below.

(a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:

1. The TENANT must supply LESSOR with accurate written information about family composition, citizenship and/or residency status, 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, rent, employment and activities that lead to employment, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.
2. As part of the annual re-examination, LESSOR will conduct criminal background checks on all household members age 18 and over. Information received on the criminal background

check will cover three years prior to the date of the background check.

3. The TENANT agrees to comply with reasonable LESSOR requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by LESSOR to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the TENANT's needs.

As part of the annual re-examination of eligibility, Tenant must comply with Lessor's Drug Testing Policy as set forth in Rider #7.

4. During the annual re-examination, TENANTS will be given the choice among:
 - a) rent based on their income;
 - b) a flat rent based on the value of the dwelling unit; or
 - c) A ceiling rent based on the cost to operate the unit or other factors.LESSOR shall notify each family in writing of the dollar amount of these three rent determinations. Between annual re-examinations, the TENANT upon a showing of financial hardship may request to be switched from a flat rent to a rent based on their income.
5. To comply with Annual Re-examination requirements, LESSOR" shall give the TENANT reasonable notice of what action(s) the TENANT must take and the date by which any such action must be taken for compliance under this section.
6. In accordance with Federal and state law, LESSOR will process any applicable income disallowance to a qualifying family that has experienced an increase in their earned income.
7. LESSOR will not reduce any portion of rent if the welfare or public assistance benefits of a covered family are reduced under a federal, state, or local law because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or due to any fraudulent claim, the families monthly contribution toward rent may not be decreased during the period of reduction, to the extent that the decrease in income is a result of the benefits reduction.

(b) Interim Re-examinations: The components of interim re-examinations are as follows:

1. Between annual re-examinations, TENANTS must report the following changes of household composition to the Property Manager within ten (10) calendar days of the occurrence:
 - a) Additions to the household that do not require prior written approval by LESSOR are listed below:
 - Birth and adoption of children; and
 - Court-awarded custody of children.
 - b) Additions to the household that do require prior written approval by LESSOR are listed below:
 - An individual(s), age 18 or older with income, is added to the household. Any change in rent that results from the addition of this household member will be deferred until the next annual re-examination;
 - Foster children;
 - Children brought into the household under kinship care as defined by the CHA's Admissions and Occupancy policy.
 - A live-in aide; and
 - All other persons added to the household.
 - c) The income of TENANT increases and the TENANT currently has a Total Tenant Payment of \$0.
 - d) In accordance with federal and state law, LESSOR will process any applicable income disregard to a qualifying family that has experienced an increase in their earned income. TENANTS must report in a timely fashion in order to ensure full benefit of income disallowance.

2. LESSOR may process an interim adjustment in rent if the LESSOR discovers that the TENANT has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with this Rider.
 3. LESSOR will process an interim adjustment in rent if the TENANT has a decrease in income or change in household composition that result in a decrease in income.
- (c) Changes in monthly rent will become effective when:
- 1) Timely Reporting (Within 10 calendar days of the occurrence)
 - Decreases - 1st of the month after the decrease in income is first reported to the Property Manager.
 - Increases - 1st of the month following 60 days since the increase in income occurred.
 - 2) Late Reporting (After 10 calendar days of the occurrence)
 - Decreases - The TENANT is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager and may lose full benefit of any applicable disregard period.
 - Increases - The TENANT will receive a retroactive charge for the increase in income that was not reported timely.
- (d) Retroactive rent charges will be applied only where it is found that the TENANT has misrepresented the facts on which the rent is based so that the rent the TENANT is paying is less than the rent the TENANT should have been charged; or is late in reporting in accordance with Section 4(c) of this Rider. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.
- (e) Notice of Rent Adjustments and Grievance Rights. Under this Rider, the TENANT will be notified in writing of any rent adjustment due to annual or interim reexaminations. All notices will state the effective date of the rent adjustment. The TENANT may ask for an explanation stating the specific grounds of the LESSOR determination concerning rent, dwelling size or eligibility, and if the TENANT does not agree with the determination, the TENANT shall have the right to request a hearing under the LESSOR Grievance Procedures.

5. General Conditions For Use and Occupancy of the Dwelling Unit

- (a) The TENANT shall have the right to exclusive use and occupancy of the dwelling unit for the TENANT and other household members named in the Lease Contract.
- (b) The TENANT shall not assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for the TENANT and the family members named on the Lease
- (d) The TENANT shall have the right to accommodate individual guests or visitors for a period not exceeding 30 calendar days in any twelve-month period. "Guest" means any person not listed on this lease agreement who temporarily visits the Unit or premises with the consent of a household member. If any visit will extend beyond one week, the Tenant must notify LESSOR in writing, stating the reasons for the extended visit, which must first be authorized in writing by the LESSOR, whose approval shall not be unreasonably withheld. Even when approved, guests stay may not exceed 30 days in a calendar year.
- (e) No guest will be allowed to stay in a senior building longer than 7 consecutive days except under extenuating circumstances and this extended stay must be approved, in writing, by the building manager.

6. Tenant's Obligations

TENANTS are obligated:

- (a) To pay the rent when it is due.
- (b) To comply with all obligations imposed upon the TENANT by applicable provisions of the building and housing codes materially affecting health and safety and to allow LESSOR to make the necessary inspections of the TENANT's dwelling unit.
- (c) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or development.
- (d) To keep the dwelling unit and other such areas as may be assigned to the TENANT for the TENANT's exclusive use in a clean and safe condition.
- (e) To act and cause household members and/or guests to act, in a manner which will not disturb other "TENANTS" peaceful enjoyment of their accommodations, including refraining from alcohol abuse, which interferes with the health, safety or right to peaceful enjoyment of the premises by other "TENANTS" and will be conducive to maintain the development in a decent, safe and sanitary condition.
- (f) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (g) No animals except fish or exotic birds (no pigeons) are allowed. All pets must have written consent of Property Management Staff (which may be revoked on ten- (10) days notice at any time and for any reason). Pets are to be supervised at all times. TENANTS must control their pet's noises and housekeeping such that the "Building Rules" on noise and trash/litter are observed. TENANTS must clean up after their pet(s) as stipulated in the City of Chicago's Ordinance on Pets.
- (h) Not to provide accommodations for boarders or lodgers.
- (i) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (j) TO PROVIDE REASONABLE CARE (INCLUDING CHANGING BATTERIES) AND PERFORM INTERIM TESTING OF SMOKE DETECTORS TO ASSURE THEY ARE IN WORKING ORDER. TO PROMPTLY NOTIFY LESSOR IN WRITING IF ANY SMOKE DETECTOR DOES NOT WORK.
- (k) To remove from LESSOR property any vehicles owned or in the control of the TENANT, which are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane or other LESSOR property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from LESSOR property at the TENANT's expense. Automobile repairs are not permitted on LESSOR property.
- (l) To refrain from having a waterbed on the premises.
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of LESSOR. Alterations or additions which cannot be removed without permanent damage to the dwelling unit shall be the property of LESSOR without compensation.
- (n) To make no changes to locks or install new locks or anti-theft devices without LESSOR'S written approval.
- (o) To abide by the necessary and reasonable rules and regulations established by the LESSOR, for the benefit and well being of the housing development and the TENANTS, which shall be posted in the management office and incorporated by reference in the Lease.
- (p) To assure that no Tenant, member of Tenant's household or guest:
 - 1. Engage in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of the premises by other TENANTS, LESSOR employees, agents of LESSOR, or persons residing in the immediate vicinity of the premises, including but not limited to any violent crime committed on or near the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease;
 - 2. Engage in any drug-related criminal activity on or off the premises; for purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use,

- possession, storage, service, delivery or cultivation of a controlled substance;
3. Unless required by lawful employment, displaying, using or possessing anywhere on subject property any firearms, ammunition or other weapons.
 4. Causing any fire on LESSOR premises, either intentionally or through gross negligence or careless disregard.
- (q) To ensure that TENANTS between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance with the School's Truancy policy.
 - (r) To notify the LESSOR of any additions to the household and to refrain from permitting persons to join the household without first undergoing screening by the LESSOR, except as provided in Section 7(a).
 - (s) To comply with the LESSOR'S Community Service Requirements as stated in Section 20 of this Rider.
 - (t) Unless the TENANT presents sufficient proof of monthly income (from one or more authorized members of the TENANT'S household) equal to or more than three times the scheduled rent for the unit, the TENANT and every authorized household member eighteen (18) years of age and older, must be engaged in work or activities that lead to work, unless they are disabled or elderly, meaning aged sixty-two (62) or older, or engaged in the care of a disabled or elderly household member.

7. Changes in the Household

- (a) Natural born and adopted children, as well as court-awarded custody children; will automatically be added to the Lease upon notification.
- (b) All other additions to the household, including but not limited to foster children require the prior written approval of LESSOR. For new family members age 18 and older, including Live-in Aides, such approval will be granted only if the new family member meets LESSOR'S applicant screening criteria and the dwelling unit is of the appropriate size.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with an elderly or person with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of the TENANT, is not obligated for the support of the TENANT, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size.
- (d) Authorized TENANTS who move out of the dwelling unit, for any reason, shall be reported by the TENANT to LESSOR in writing, within 10 days of the occurrence.
- (e) Remaining family members. In the event the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more authorized household members on the Lease and living in the household. Eviction proceedings can be commenced if the remaining household members fail to inform LESSOR within 30 days of the death or departure of the former head of household; and/or fail to sign a new Lease within 30 days of the former head of household's death or departure; and/or for rent default.
- (f) LESSOR may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, LESSOR will consider whether there is any remaining member of the household capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must apply for tenancy, must meet LESSOR'S applicant screening criteria, and must receive LESSOR'S approval before moving in. The prospective new head of household must complete the application for occupancy and supply all information requested by LESSOR within 30 days of when the application was filed, and the LESSOR will have 15 days to approve or deny their application.
- (g) A new head of the household added to the Lease under the above paragraph f. will be charged for any arrearages incurred by the former head of household. LESSOR reserves the right to

establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.

- (h) If this Lease is an extension of occupancy by the TENANT's household under a prior Lease or Leases with LESSOR, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

8. LESSOR Obligations

LESSOR is Obligated:

- (a) To maintain the dwelling unit and development in decent, safe and sanitary condition.
- (b) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the dwelling unit.
- (d) To keep development buildings, facilities and common areas, not otherwise assigned to the TENANT for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by LESSOR. In multi-story buildings, LESSOR agrees to keep the stairwells clean and free of debris.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a TENANT) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the TENANT.
- (g) To supply running water and reasonable amounts of hot and cold water and a 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 the TENANT and supplied by a direct utility connection.
- (h) To notify the TENANT of the specific grounds for any proposed adverse action by the LESSOR, and when applicable, to give the TENANT an opportunity for a hearing under the LESSOR Grievance Procedures.
- (i) Accommodations for TENANTS with Disabilities. Upon request by a TENANT with disabilities, or the head of the household on behalf of a family member with disabilities, LESSOR will provide reasonable accommodations. LESSOR may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. LESSOR is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (j) Where applicable, to abide by the terms and conditions of the CHA Leaseholder Housing Choice and Relocation Rights Contracts.
- (k) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in.

9. Entry of Premises During Tenancy

- (a) With the TENANT's permission, any duly authorized agent, employee, or contractor of LESSOR will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When the TENANT calls to request maintenance on the dwelling unit, LESSOR shall respond and acknowledge the request within 24 hours and complete maintenance within a reasonable period of time.
- (c) LESSOR shall give all TENANTS a minimum 48 hours written notice that LESSOR intends to enter the dwelling unit and state the reason for entry. TENANTS with disabilities will be provided notice in the proper formats i.e. Braille, large print, audiotape, etc.

- (d) LESSOR may enter the TENANT's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists which poses an immediate threat to the safety and/or welfare of TENANTS and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If the TENANT and all adult members of the household are absent from the dwelling unit at the time of entry, LESSOR shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

10. 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, the following terms will be applicable:

- (a) LESSOR Responsibilities and Services: LESSOR shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the TENANT. If the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident. If the damage was caused by the Resident, Resident's household member or guests, such action can be considered a breach of the lease agreement. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time. LESSOR shall offer TENANT a transfer within the development only if a suitable public housing unit is available at the Hilliard Apartments. If no such unit is available, TENANT will be offered standard alternative accommodations, if available at another CHA development. If, however, the damage was caused by the TENANT, TENANT's household member or guest, LESSOR shall have no duty to provide alternative accommodations to the TENANT.
- (c) In the event repairs cannot be made by LESSOR, and alternative accommodations as described in paragraph (b) above are not available, the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the TENANT rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by TENANT, household members or guests.
- (d) TENANT Responsibilities: TENANT shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants.
- (e) The TENANT agrees to continue to pay full rent, less the abated portion, during the time in which the defect remains uncorrected.
- (f) LESSOR shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the TENANT except for injuries or property damage resulting from intentional or negligent action or omissions on the part of LESSOR,
- (g) All accidents involving injury or loss of property to the TENANT, household members or guests must be reported, verbally or in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the LESSOR with respect to said damages or injury.

11. Inspections

- (a) Move in Inspections: LESSOR and the TENANT or his/her representative shall inspect the dwelling unit prior to occupancy by the TENANT. LESSOR shall give the TENANT a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by LESSOR and the TENANT and a copy of the statement will be retained in the TENANT's folder. Any deficiencies noted on the inspection report will be corrected by LESSOR at no charge to the TENANT prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. In the event LESSOR fails to correct the deficiencies within ten (10) business days of the move-in, the TENANT may exercise the remedy described in Section 10(c).
- (b) Annual Inspections. Annual inspections will be conducted for all TENANTS. TENANTS will be notified at least 48 hours in advance of the annual inspection. LESSOR shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the TENANT for upkeep.

LESSOR will provide the TENANT with a written statement regarding dwelling unit conditions. Further, LESSOR shall request work orders for all items found to be in disrepair.

- (c) LESSOR will use the annual inspection to assess the TENANT's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Rider. When housekeeping is an issue, LESSOR will notify the TENANT in writing of the housekeeping problems and identify the measures and time period necessary to abate the unsatisfactory conditions.
- (d) Move-out Inspection: LESSOR will inspect the dwelling unit at the time the TENANT vacates and give the TENANT a written statement of the charges, if any, for which the TENANT is responsible. In order to protect the TENANT's rights, the TENANT and/or representative may join in such inspection, unless the TENANT vacates without notice to LESSOR.
- (e) Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.

12. Notice Procedures

- (a) TENANT Responsibility - Any notice to LESSOR must be in writing, delivered to the Management Office or to LESSOR'S central office or sent prepaid first-class mail, properly addressed.
- (b) LESSOR Responsibility - All notices to the TENANT must be in writing, except notices to TENANTS with disabilities, which must be in an accessible format. Notices will also be available in Spanish or other languages as required by Federal law.
- (c) Notices for lease termination or non-renewal must be personally served upon the TENANT or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to the TENANT or any adult member above the age of 12 of the TENANT's household or sent by first-class mail.

13. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by LESSOR and the TENANT:

- (a) The TENANT may terminate this Lease at any time by giving fifteen (15) days written notice. Failure to give the said notice to management may result in additional rent being charged to the TENANT's account: The TENANT is responsible for the final month's rent until the vacate date. The security deposit may not be used for the rent or other charges.
- (b) This Lease may be terminated or not renewed by LESSOR only for serious or repeated violations of material terms of the lease, such as failure to make payments due under the Lease and/or failure to fulfill TENANT obligations set forth above. A TENANT who receives four (4) Notices of Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- (c) The Lease may be terminated for:
 - 1. Any criminal activity engaged in by the TENANT, any member of the household, a guest, or another person under the TENANT's control that threatens the health, safety or right of peaceful enjoyment of the premises by other TENANTS, LESSOR employees, agents of LESSOR, or persons residing in the immediate vicinity of the premises; or
 - 2. Any drug-related criminal activity on or off the premises performed by the TENANT, or any member of the household, or any drug-related criminal activity on the premises performed by a guest or another person under the TENANT's control.
 - 3. TENANT will be responsible for all criminal activity regardless of whether TENANT has actual knowledge of such activity.

- (d) LESSOR shall give written notice of proposed termination in English or Spanish or other language as needed or, in the case of a TENANT with a disability, in an accessible format, for:
 - 1. 14 days in the case of failure to pay rent;
 - 2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days and not less than 10 days) when the health or safety of other TENANTS, LESSOR employees, agents of LESSOR or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related activity;
 - 3. 30 days in any other case.
- (e) Notices of termination shall include a statement that the Tenant has 10 days from the date of service to meet with the LESSOR to discuss the proposed termination and present any defense or mitigating circumstances.
- (f) LESSOR excludes from the Grievance Procedures any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other TENANTS, LESSOR employees, or agents of LESSOR. LESSOR also excludes from the Grievance Procedures any drug-related criminal activity on or off premises, or any activity resulting in a felony conviction.
- (g) When LESSOR is required to offer the TENANT the opportunity for a grievance hearing, and the TENANT has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (h) LESSOR may evict the TENANT from the dwelling unit only by bringing a court action.
- (i) In the event that LESSOR files an eviction action against a TENANT, the TENANT will be liable for costs awarded by the Court, excluding Attorney's fees, unless the TENANT prevails in the action.
- (j) The Lease will also be terminated if the TENANT allows an individual to reside in the unit who has not satisfied the screening requirements established by LESSOR.
- (k) In addition to any other section of the Lease, the Lease will be terminated if the TENANT falsifies documents regarding any household member's use of an illegal controlled substance or abuse of alcohol.
- (l) In addition to any other section of the Lease, the Lease will be terminated:
 - If the TENANT is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees.
 - For violating a condition of probation or parole imposed under Federal or State law.
- (m) In appropriate cases, LESSOR may, in its complete discretion, decide to impose a condition that particular family members or guests who engaged in criminal activity or drug-related criminal activity will not reside in the unit instead of evicting the entire household, but in doing so, there shall be no waiver of the terms and conditions of this Lease Agreement or of LESSOR'S right to enforce the terms and conditions of the lease.

14. Grievance Procedure and Requirements

- (a) Disputes arising under this Lease shall be resolved pursuant to the LESSOR'S Resident Grievance Procedure, and any amendments thereto, which are in effect at the time such grievances arise, and which procedure is incorporated herein by reference. Lease termination for any reason set forth in section 13 (f) shall not be considered under the LESSOR'S Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, LESSOR shall not take the proposed action until the time for the TENANT to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- (c) The Grievance Procedure shall not be available for actions (a) concerning evictions or termination of tenancy that involve (i) criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises of other TENANTS or LESSOR'S employees; (ii) any violent or drug-related criminal activity on or off the premises; (iii) any criminal activity that resulted in a felony conviction of a household member; or (b) concerning disputes between individuals not involving LESSOR or to resolve class grievances.

15. Ability to Comply with Lease Terms

- (a) LESSOR may terminate this Lease if, during the term of this Lease:
 - 1. LESSOR proves a serious or repeated violation of the material terms of the Lease by the TENANT, by reason of the TENANT's verified physical or mental impairment; and,
 - 2. The TENANT cannot make arrangements for someone to aid him/her in complying with the Lease; and,
 - 3. LESSOR cannot make any reasonable accommodation that would enable the TENANT to comply with the Lease.
- (b) LESSOR will cooperate with the TENANT, designated member(s) of the TENANT's family, or a Live-in Aid to identify more suitable housing and to assist the TENANT's move from the dwelling unit.
- (c) If there are no family members who can or will take responsibility for moving the TENANT, LESSOR will cooperate with appropriate agencies to secure suitable housing and will terminate the Lease.

16. Abandonment

- (a) The TENANT shall be deemed to have abandoned the dwelling unit when (a) the TENANT has provided LESSOR with actual notice indicating intent not to return to the dwelling unit, or (b) the TENANT has been absent from the dwelling unit for 21 days, has removed all personal property from the dwelling unit and has failed to pay rent for that period, or (c) the TENANT has been absent from the dwelling unit for 32 days and has failed to pay rent for that period.
- (b) Seven (7) days after the TENANT has abandoned the dwelling unit, LESSOR may secure the dwelling unit and the TENANT shall be deemed to have abandoned any personal property remaining in the dwelling unit. LESSOR may remove any personal property from the dwelling unit and dispose of personal property. Nothing in this section shall affect any other remedies provided to LESSOR under this Lease.

17. Lease Modifications and Riders

Any modification of this Lease must be accomplished by a written rider to the Lease executed by LESSOR and the Resident, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

18. CHA Leaseholder Housing Choice and Relocation Rights Contract

If the TENANT was subject to the CHA Leaseholder Housing Choice and Relocation Rights Contract ("the Contract") at the time this Lease becomes effective, all of the provisions contained in the Contract will apply to families as provided in the General Purpose Section of said Contract. All of the rights and provisions of the said Contract are incorporated by reference herein and made part of this Lease, as if more fully set forth herein. In the event of Lease termination for purposes of any temporary moves under the Contract, the provisions and rights of the said Contract will survive the termination of the Lease and will continue in effect.

19. Employment Requirements

- (a) Unless the TENANT presents proof of monthly income (from one or more authorized members of the TENANT'S household) equal to or more than three times the scheduled rent for the unit, the TENANT and every authorized household member eighteen (18) years of age or older must meet the work requirement by providing evidence of current verifiable employment or participation in schooling, specialized training, apprenticeship or other similar programs that lead to employment opportunities. If the TENANT or household member is disabled, elderly (meaning age sixty-two (62) or more) or caring for a disabled or elderly household member, they are exempt from this requirement.

- (b) In the event that Tenant or every non-exempt household member eighteen (18) years of age or older does not meet the work requirement, Tenant or every non-exempt household member eighteen (18) years of age or older must demonstrate that they are actively engaged in activities to meet these criteria within 12 months.
- (c) Based on consideration of Tenant's or every non-exempt household member eighteen (18) years of age or older efforts to comply with this section. Lessor reserves the right, in its sole discretion, to enter into a written agreement with Tenant or every non-exempt household member eighteen (18) years of age or older before the expiration of the Lease term to cure any noncompliance with these work requirements.

20. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) Community Service requirements and Economic Self-Sufficiency Programs mandate that each adult household member not eligible for an exemption shall either contribute eight (8) hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight (8) hours per month. Adult household members shall comply with these requirements as set forth in CHA's Community Service Requirements Procedures.
- (b) Each adult household member not eligible for an exemption is required to comply with this Community Service Requirement or Economic Self-Sufficiency Program.
- (c) In the event the TENANT does not comply with Community Service Requirements or Economic Self-Sufficiency Programs, LESSOR will not renew or extend the TENANT's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- (d) Based on consideration of the TENANT's efforts to comply with this Section, the LESSOR reserves the right to enter into a written agreement with the TENANT before the expiration of the Lease term to cure any non-compliance with Community Service or Economic Self-Sufficiency Programs.

21. Loss of Operating Subsidies

- (a) The LESSOR'S operation of all PH-assisted units, including this unit, is supported in part by operating subsidies which the CHA is obligated to pay under agreements between the Owner and CHA. The CHA in turn receives from HUD operating assistance which it uses to pay such operating subsidies. Rent paid by the Tenant under the Lease Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the CHA is unable to meet contractual obligation to pay the Owner operating subsidies with respect to all PH-assisted Units, the Owner and its agent, the "LESSOR" are legally permitted under Section 35 of the United States Housing Act of 1937 and applicable regulations to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.
- (b) Notwithstanding any other provisions of the Lease or this Rider, under certain circumstances, subject to the limitations described in Section 35 and applicable regulations, pursuant to the terms of the Regulatory and Operating Agreement with the CHA, the Owner and its agent, the LESSOR may take reasonable steps to put the development on sound financial footing, including increasing the rents up to market level, upon such notice to the Tenant, as required under federal and state law. Instead of, or in combination with, such actions by the Owner and its agent, the LESSOR, the CHA may provide a replacement public housing unit, or Section 8 voucher to Tenant, to the extent one is available. Subject to the limitations described in Section 35 and applicable regulations, the TENANT agrees that he/she will accept and relocate to such replacement unit, or pay such additional rent (not to exceed market rent).

Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
Beginning	Ending			

Tenant (Head of Household) _____

Co-Head (if applicable) _____

Address _____ Apartment No. _____

Authorized Household Members. The Tenant's household is composed of the authorized household members listed below:

Name	Date of Birth (mm/dd/yy)	Social Security Number

1. Initial Rent: Is prorated for a partial month and shall be \$ _____. If applicable, the TENANT shall receive the benefit of \$ _____ for a partial month's Utility Reimbursement for the period beginning _____ and ending at midnight on _____.

Monthly Rent: After the initial rent established in (4) above rent in the amount of \$ _____ per month, shall be payable in advance on the First day of each month.

This rent is an: _____ income-based rent _____ flat rent _____ ceiling rent

3. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below:

4. Renewal: This Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the TENANT or by executing a new Lease Contract.

5. Security Deposit: TENANT agrees to pay \$ _____ as a security deposit in accordance with the Terms and Conditions of this Rider.

6. Utilities and Appliances:

If utilities are furnished by LESSOR, check below:

Heat _____ Hot Water _____ Cold Water _____ Electricity _____ Gas _____

If tenant pays for utilities, check below:

Heat _____ Hot Water _____ Cold Water _____ Electricity _____ Gas _____

If tenant owns or pays for appliance, check below:

Stove _____ Refrigerator _____ Other _____

7. Utilities Allowances TENANT-Paid Utilities

If TENANT pays for utilities, as indicated by an (X) above, LESSOR shall provide TENANT with a Utility Allowance in the monthly amount of \$ _____ for which the TENANT has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

If the TENANT pays for utilities, by their signature below, the TENANT agrees to sign a third-party notification agreement with the utility company so that LESSOR will be notified if the TENANT fails to pay the utilities.

1. Accessible Features: Resident has represented to LESSOR and LESSOR has verified the need for the following accessible feature:

_____ A separate bedroom
_____ A barrier-free apartment
_____ One-level unit
_____ Unit for Vision-Impaired

_____ Unit for Hearing-Impaired
_____ BR Bath on 1st floor
_____ Other _____

2. Alternate form of communication or accessible format for written notices: Resident has represented to LESSOR and LESSOR has verified the need for the following alternate form of communication or accessible format:

EXECUTION AND CERTIFICATION

By signature below, the TENANT agrees to the Terms and Conditions of this Rider. By the signature, below, the TENANT also acknowledges that the Terms and Conditions of this Rider Agreement have been received and thoroughly explained to me.

TENANT hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to LESSOR before execution of the Lease or before LESSOR approval for occupancy of the unit by the TENANT.

TENANT further certifies that all information or documentation submitted to the LESSOR before and during the Lease term are true and complete to the best of my knowledge and belief. If fraudulent information is provided, the TENANT understands that the Lease may be terminated or the rent retroactively increased.

TENANT (Authorized Head of Household)

Date

Co-head of Household (if applicable)

Date

LESSOR Manager

Date

Witness

Date

ATTACHMENTS TO THE RIDER:

If indicated by an (X) below, LESSOR has provided the TENANT with the following attachments and information:

- _____ LESSOR Grievance Procedure
- _____ School's Truancy Policy
- _____ Information on Lead Poisoning
- _____ City of Chicago TENANT Residential Landlord and Tenant Ordinance Summary
- _____ Building Rules

Items listed above are subject to updating by LESSOR

Addendum to Rental Assistance Demonstration Program (RAD) Lease for RAD Residents in Mixed-Income Developments

The Addendum attached to and made a part of the Lease Agreement by and between (“Landlord”) and (“Tenant”) dated _____ (“Lease Agreement”). This Addendum shall be applicable to all RAD Units. If there is any conflict between this Addendum and the Lease Agreement, with respect to RAD Units, only, then the terms of this Addendum shall govern. In addition, any capitalized term in this Addendum not otherwise defined herein, but defined in the Lease Agreement, shall have the meaning given to such term in the Lease Agreement.

1. LEASE TERM AND RENEWALS

A. The Lease Agreement shall be automatically renewed for successive terms of one year, unless:

1. Tenant has given Landlord 30 days’ written notice that Tenant does not wish to renew the Lease and vacates the unit before the end of the term;
2. Tenant or a member of Tenant’s household has failed to comply with the requirements of the Lease or;
3. Tenant or another household member has seriously or repeatedly violated any material term of this Lease Agreement or this Addendum and Landlord has terminated the Lease Agreement in accordance with its terms.
4. Tenant has requested a Housing Choice Voucher after at least one (1) year of occupancy in the RAD unit.

2. CHARGES

A. Any charges in addition to rent referred to in the Lease Agreement, are not rent and are not due and collectible until 14 days after the Landlord gives the Tenant written notice of the charges. The additional charges will be added to and become part of the resident’s monthly rental account if not paid based on the notice received.

3. ADVERSE ACTIONS; GRIEVANCE PROCEDURE:

A. Landlord will notify the tenant of the specific grounds for any proposed adverse action by the Landlord.

B. All disputes concerning the obligations of the Tenant or the Landlord under this Lease Agreement shall be processed and resolved pursuant to the RAD Grievance Procedure.

C. Before beginning the RAD Grievance Procedure for any grievance involving the amount of rent due, the Tenant must pay the amount of rent due to a rent escrow account (“Rent Escrow Account”). The Tenant must continue to pay the amount of monthly rent due to the Rent

Escrow Account until the Tenant's complaint is resolved. Management will waive the requirement for an escrow deposit where necessary because of a financial hardship exemption or the effect of welfare benefits reduction, in Landlord's reasonable discretion. Unless the Landlord waives the escrow requirement because of the Tenant's financial hardship, the Tenant's failure to make a payment to the Rent Escrow Account will terminate the RAD Grievance Procedure.

4. RENT

The RAD Program only allows Residents to pay Income-Based Rent. During the re-examination process, residents transitioning from flat rent to income-based rent that experience a monthly increase in rent of more than 10 percent or \$25 (whichever is greater) solely due to the RAD transition will have rent increases phased in over a five year period. Rent adjustments under the five-year phase-in schedule will apply to the Total Tenant Payment (TTP) at a rate of 20 percent per year, and will occur at scheduled or interim re-examinations.

5. LEASE TERMINATION

A. The Landlord shall give written notice of termination of the Lease Agreement as follows:

1. 14 calendar days in the case of failure to pay rent.
2. A reasonable time commensurate with the exigencies of the situation (but not to exceed 30 calendar days) in the case of creation or maintenance of a threat to the health or safety of other tenants, the Landlord's employees, or persons residing in the immediate vicinity of the premises, or in the case of any drug-related or violent criminal activity or any felony conviction.
3. 30 calendar days in all other cases, or such shorter period of time as may be provided by any State or local law.

B. The notice of Lease Agreement termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish or to discuss the proposed termination with the Landlord. The notice shall also inform the Tenant of the right to examine Landlord's documents directly relevant to the termination or eviction. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the CHA RAD Grievance Procedure.

C. A notice to vacate, which is required by State and local law, may be combined with or run concurrently with a notice of Lease Agreement termination.

D. When the Landlord is required to afford the Tenant the opportunity for hearing under the CHA RAD Grievance Procedure for a grievance concerning the Lease Agreement termination, the tenancy shall not terminate (even if any notice to vacate under State or local law

has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

E. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request and in accordance with the CHA RAD Grievance Procedure, any documents, records and regulations which are in the possession of Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease Agreement termination shall inform the Tenant of the Tenant's right to examine Landlord's documents, records and regulations concerning such termination of tenancy or eviction.

6. REPAIRS

A. In the event repairs which relate to defects or conditions which are hazardous to life, health or safety are not made in accordance with the Lease Agreement or alternative accommodations are not provided in accordance with the Lease Agreement to the extent such repairs relate to defects which are hazardous to life, health or safety, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the Tenant, provided, however, that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant or the Tenant's household, guest, pets or animals, all in accordance with the Landlord and Tenant Ordinance.

B. In the event the Tenant claims a rent adjustment under the provisions of the section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the Landlord to be held in escrow pending a decision in accordance with the RAD Grievance Procedure.

7. REDERMINATION OF ELIGIBILITY, RENT AND DWELLING

At each regularly scheduled re-examination, and at other times as described below, Landlord will determine whether Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy, all in accordance with policies which are consistent with the Public Requirements and which are available at the Management Office. The policies are as follows:

A. Regularly Scheduled Recertification: During each regularly scheduled recertification, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the Public Requirements for the purpose of determining the Tenant's rent and eligibility. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant through third-party written verification and use the verified information to recompute, if necessary, the amount of the Tenant's rent.

B. Reporting Changes Between Regularly Scheduled Recertifications:

1. If any of the following changes occur, the Tenant agrees to advise the Landlord within 10 days of its occurrence:
 - a. Any household member moves in or moves out of the unit.
 - b. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment which last more than 30 days.

C. If a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal statute as being grounds for eviction.

8. **CRIMINAL CONDUCT POLICY**

A. The Landlord endorses and enforces the “Criminal Conduct” policy which provides for zero tolerance of illegal drug use and criminal activity by residents, their households and their guests. It is an express condition of this Lease Agreement that the Tenant, household members and invited guests will refrain from criminal activity as defined below, including illegal drug use. Failure to meet this obligation is a violation of this Lease Agreement and cause for immediate eviction where permitted by State law, even if it is a first offense and even if no household member is aware of the activity. Notices of termination of tenancy delivered pursuant to this Section 5 (a) shall include a statement that the Tenant shall have 10 days from and after the date of such notice delivery to meet with the Landlord to discuss the proposed termination and present any defenses or mitigating circumstances. In appropriate cases, the Landlord may, in Landlord’s sole discretion, decide to impose a condition that the particular family members or guests who engaged in criminal activity or drug-related activity shall neither reside in the Tenant’s unit nor visit the premises in which the unit is located as a condition of continued occupancy, instead of terminating the Lease Agreement and evicting the entire household. In so doing, however, there shall be no waiver of the terms and conditions of this Lease Agreement and Rider, or of Landlord’s right to enforce the terms and conditions of the Lease Agreement.

B. The following activities are covered by this section:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of the Management Agent, or persons residing in the immediate vicinity of the premises, or any drug-related criminal activity on or off such premises, engaged in by a Tenant, any member of the Tenant’s household, or any guest or other person under the Tenant’s control. (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);
2. Any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility for

admission of illegal drug users and alcohol abusers), or the furnishing of any false or misleading information pursuant to section 777 of said Act;

3. Any illegal use of a controlled substance by a Tenant or household member;
4. Any abuse (or pattern of abuse) of alcohol, by a Tenant or household member, where such use or abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
5. If a Tenant or household member is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under law of the place from which the individual flees;
6. If a Tenant or household member is violating a condition of probation or parole imposed under Federal or State law;
7. If a Tenant or household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
8. If a Tenant, household member or visitor is engaging in any other criminal conduct specified by federal, state, or local statute as being grounds for eviction.

C. It is the ordinary policy of the Management Agent, consistent with the policy of HUD and the CHA, but subject always to any restrictions on this policy imposed by State law, to evict any Tenant and his/her household for any violation covered by this section, regardless of whether every household member took part in or was aware of the activity and regardless of any other circumstance which might be deemed extenuating. The protection of the entire community is of paramount importance. Notwithstanding, if in the exercise of extraordinary discretion the Landlord shall agree to some lesser remedy such as partial eviction (less than all household members), there shall be no waiver of the terms and conditions of the Lease Agreement or of the Landlord's right to enforce such terms on a different occasion.

9. UTILITY CHARGES

A. If the Lease provides that Tenant pays for gas or electric utilities, the Landlord shall provide Tenant with a utility allowance in the amount of \$_____ for which the Tenant has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. If the Tenant pays for utilities, the Tenant agrees to sign a third-party notification agreement with the utility company so the Landlord will be notified if the Tenant fails to pay the utility charges.

10. SECURITY DEPOSIT

A. Landlord acknowledges that it is anticipated that the security deposit required in the Lease is to be made by CHA on behalf of Tenant. However, if CHA fails or refuses to make such payment, Tenant shall not be relieved of its obligation to provide a security deposit as required by the Lease (such amount shall not exceed the Tenant's monthly rent for the unit). Landlord shall return the unused portion of the security deposit to CHA or the Tenant, as applicable.

SIGNED

TENANT

LANDLORD

Signature

By

Date

Date

Signature

Date