

**ST. CLAIR HOUSING COMMISSION  
DWELLING LEASE**

**Unit Number:**

**1. PARTIES AND DWELLING UNIT:**

The parties to this Lease are the St. Clair Housing Commission, referred to as Landlord, and the occupying family, referred to as the Tenant. The Landlord leases to the Tenant the premises located at:

Address and Unit: **SAMPLE**  
**St. Clair, MI 48079**

Village Name of Unit Location: **SAMPLE**

The premises leased are for the exclusive use and occupancy of the Tenant and the Tenant's household consisting of the following named persons who will live in the dwelling unit:

<b>Name(s):</b> (Please refer to the file for birth dates and social security numbers)
<b>Sample</b>
<b>Sample</b>

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births, however natural births must be reported to the Landlord within ten (10) calendar days and shall be named in an attached Addendum to this Lease. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) calendar days. Household members without Citizenship/Eligibility status must be listed on a "Statement of Non-Eligible Members" which will be attached to this Lease.

If the Tenant becomes incapacitated and/or incapable of complying with this Lease, the Landlord should contact the person designated on the most current "Emergency Data Form" on file.

**2. LEASE TERM:**

The term of this Lease shall begin on   Date   and end on   Date  . After the term ends, the Lease will continue for successive terms of one year each unless terminated as provided by this Lease, or the Landlord or Tenant provides written notice to the other party that the Lease will not be renewed, or this Lease expires as provided for below.

Should a revised Lease be approved which was revised pursuant to proper notification to the Tenant, this Lease will then expire at 12:01 am on the date the revised Lease becomes effective. Tenant shall be notified of and responsible for the requirement to execute the revised Lease prior to the effective date. Failure to execute the revised Lease is grounds for eviction under this Lease. The Landlord or Tenant may choose not to renew under the revised Lease and the Tenant is responsible to vacate the premises upon expiration of this Lease as provided by law.

**3. RENTAL PAYMENT AND OTHER CHARGES:**

Tenant shall pay monthly gross rent in the amount of **\$ sample**.

If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated and shall be **\$ sample**.

**Check one:**

- This rent is based on the Authority-determined flat rent for this unit.
- This rent is based on the income and other information reported by the Tenant.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at

Head of Household  
Initials that they have  
Read this entire page: \_\_\_\_\_

any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

If the selection was made to base the rental amount on income above, the rental amount may change throughout the duration of the Lease should the household income change. This change will be accomplished through either an Annual Rent Recertification or an Interim Rent Adjustment.

This amount is due on the **1st** day of each month at the St. Clair Housing Commission Management Office located at 400 S. Third St., St. Clair, MI 48079 and shall remain in effect until adjusted in accordance with the provisions of this Lease. Cash payments are not acceptable.

If Tenant fails to pay their account balance in full by the **10<sup>th</sup>** day of the month, a notice to vacate will be issued to the Tenant. A \$20.00 late charge will be assessed to cover the added costs of a payment received after the **10<sup>th</sup>** day of the month. A dishonored payment (i.e., check, money order, ACH withdrawal, etc.) returned for non-sufficient funds or any other reason shall be considered non-payment of rent and in addition to any applicable late charges, a \$25.00 processing fee will be assessed in addition to any other bank charges.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged with the actual cost of such proceedings as allowed by law. Monthly Rental Payments will continue to be charged and payment expected to be paid in full (or placed in escrow) until such time the dwelling lease has been terminated.

All other charges which may be assessed to the Tenant's account are posted on the Schedule of Fees which is attached to this lease. Tenants will be given thirty (30) calendar days written notice when the Schedule of Fees is updated noting all new amounts for charges. These charges are due in full within fourteen (14) calendar days after the charge has been added to the Tenant's account and the Landlord has given written notice of the charges, and shall be subject to late fees and a notice to vacate may be issued if not paid in full within fourteen (14) calendar days after the charge has been added to the Tenant's account and the Landlord has given written notice of the charges.

Charges assessed to the Tenant's account with respect to court costs (which may include all costs associated with mailing expenses, attorney fees, filing, etc.) must be paid in full within ten (10) calendar days of the date of the judgment, or within fourteen (14) calendar days after the charge has been added to the Tenant's account and the Landlord has given written notice of the charges if a judgment was not received.

Failure to pay these charges within the allotted time frames as noted can result in lease termination and eviction.

#### **4. SECURITY DEPOSIT:**

The Tenant shall pay the amount of **\$ sample** to the Landlord as a Security Deposit, which is the amount equal to one (1) month's gross rent (TTP prior to the deduction of any applicable utility allowances) as calculated at the time of move-in (including transfer).

The Security Deposit is due in full immediately upon signing this lease unless otherwise approved by the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Tenant is living in the dwelling unit.

**Location of Security Deposit:** The Security Deposit required of the Tenant will be deposited in the following regulated financial institution:

**Huntington Bank, 270 Clinton Ave., St. Clair, MI 48079**

**NOTICE TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

Within thirty (30) calendar days after the Tenant has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent
- b. repair of damages that exceed normal wear and tear as listed in the Move-Out section of the Inventory Checklist form; and
- c. other charges due under the Lease.
- d. Court fees

The Landlord shall provide the Tenant with a written list of any charges made against the Security Deposit. If the Tenant disagrees with the amounts deducted, the Tenant shall have seven (7) calendar days from the date of the charge notification to dispute the charges made against the Security Deposit. The Tenant shall submit a written statement of dispute to the Landlord explaining why they are disputing the charges. The Landlord will review the dispute and issue a response within fourteen (14) calendar days.

In addition to the above Security Deposit, the Tenant has also paid the amount of **\$ sample** to the Landlord as a Security Deposit for the pet which has been approved by the Landlord (an approved Pet Application form is maintained in the Tenant's file). Within thirty (30) calendar days after the Tenant has permanently removed the pet from the unit, the Landlord shall return this portion of the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. repair of damages that exceed normal wear and tear.

The Landlord shall provide the Tenant with a written list of any charges made against this portion of the Security Deposit. If the Tenant disagrees with the amounts deducted, the Tenant shall have seven (7) calendar days from the date of the charge notification to dispute the charges made against the Security Deposit. The Tenant shall submit a written statement of dispute to the Landlord explaining why they are disputing the charges. The Landlord will review the dispute and issue a response within fourteen (14) calendar days.

**5. REFUNDABLE FEES:**

Not Applicable at this time.

**6. OCCUPANCY:**

The Tenant shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, and addendum if applicable, and shall not permit its use for any other purpose without written permission of the Landlord.

The Tenant shall not:

- a. Permit any persons other than those listed section 1. "PARTIES AND DWELLING UNIT", and persons added in the attached addendum if applicable, to reside in the dwelling unit for more than fourteen (14) days in a twelve (12) month period without obtaining the prior written approval of the Landlord; (Any such person or persons cannot be passed from one Tenant to another to obtain an occupancy greater than fourteen (14) days in a twelve month period, without written prior approval from the Landlord);
- b. Sublet or assign the unit, or any part of the unit;
- c. Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;

- d. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. Permit any member of the household, a guest, or another person under the Tenant's control to engage in any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or Housing Commission employees;
- f. Permit any member of the household, a guest, or another person under the Tenant's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. Permit any person not listed on this lease to use this address for any purpose not provided under this lease. A person using this address will be considered as residing in this unit and will be considered a lease violation for roomers and boarders and subject to termination.

**VIOLATIONS OF SUB-SECTION 6e AND 6f SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITH AN ARREST OR CONVICTION.**

With the written permission of the Landlord, the Tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Tenants. All such business-related uses of the premises must meet all zoning requirements and the Tenant must have the proper business licenses.

The Tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Tenant's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Tenant's family.

**7. CONDITION OF DWELLING:**

By signing this Lease and the Unit Inspection Report, the Tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that the range, refrigerator, and equipment in the dwelling unit are in good working order as described on the Inventory Checklist, completed at the time of move-in. This report, signed by both the Tenant and Landlord, is an attachment to this Lease. At the time of move-out, the landlord shall complete another inspection of the dwelling unit. When the tenant notifies the Landlord of the tenant's intent to vacate the landlord shall advise the tenant of their opportunity to participate in the move-out inspection.

The Tenant agrees to maintain the unit in a clean, safe, and sanitary condition by following all requirements listed in the attached Tenant Handbook. Tenant acknowledges that periodic inspections will be performed which they must pass or be subject to possible eviction.

**8. UTILITIES:**

The Landlord shall provide the following utilities as a part of this Lease agreement but shall not be liable for the failure to provide service if beyond its control:

- a. Electricity
- b. Natural gas
- c. Water and sewage
- d. Trash removal

The dwelling unit shall include a range and refrigerator provided by the Landlord.

Excess Utility Charges will be assessed to tenants residing in units where the landlord provides and pays for the utility to operate appliances in addition to those provided by the landlord (e.g., freezer, air conditioner, or extra refrigerator). Tenant is responsible for the disposal costs associated with Tenant supplied air conditioners and freezers.

The Housing Commission may allow relief from resident utility bills that have exceeded the utility allowance. HUD regulations [24 CFR 965.508] specifically permit the Housing Commission to grant individual relief on reasonable grounds when providing for healthy indoor air quality and/or code compliance for a safe and healthy living environment affecting utility consumption beyond the resident's control.

The Housing Commission may grant this relief to residents in need of healthy indoor air quality and/or code compliance necessary for their well-being that do not necessarily fall under the non-allowable consumption category. Resident units with these needs are granted relief from

the Public Housing Commission (PHC) surcharges for excess consumption of PHC provided utilities, or from payment of the utility supplier billings in excess of the Utility Allowances (UAs) for resident-paid utilities.

Tenant agrees not to waste the utilities provided by the Landlord and to comply with any applicable law, regulation, or guideline of any government entity regulating utilities or fuels. Tenant agrees to immediately notify Landlord of any interruption of any utility to the apartment and will be charged for any damages resulting from his/her failure to maintain sufficient heat or to notify Landlord, unless for any cause beyond his/her control.

## **9. RENT RECERTIFICATIONS:**

Each year, by the date specified by the Landlord, Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenant's rent for the next year.

Income reviews will be held every third year for Tenants choosing the flat rent option. Tenants who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Tenant may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the percentage of income rent option, the Landlord may schedule special rent reviews every ninety (90) calendar days. In addition, the Tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; Tenant circumstances have changed increasing Tenant expenses for childcare, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the Tenant.

Tenants paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the Landlord's grievance procedures.

Beginning December 1, 2018, HUD regulation (FR-5976-N-07) requires that after a family's income has exceeded 120% of the area median income for two consecutive years a public housing agency must (pending further regulation and guidance from HUD) terminate the family's tenancy within 6 months of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent; or (2) the amount of monthly subsidy for the unit including amounts from the operating and capital fund.

Exempted from this regulation are families with a valid Family Self- Sufficiency (FSS) contract, or families where at least one family member is receiving the Earned Income Disregard benefit.

## **10. INTERIM RENT ADJUSTMENTS:**

Tenants must report to the Landlord within ten (10) calendar days of their occurrence any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. An increase in household income or a change in a source(s) of household income.

Any member(s) the Tenant wishes to add to the household not meeting the criteria in "a." of this Section above, must complete an application and go through the screening process with the Landlord and will be either approved or denied based on all normal screening requirements. Members denied will not be allowed to reside in the household. Failure of the Tenant to abide by this determination can result in lease termination and eviction pursuant to Section titled "Lease Termination by Landlord" below.

In addition, Tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in household income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped heads of households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

The Landlord shall verify the information provided by the Tenant to determine if a change in the rent is warranted.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the Tenant's annual income is caused by a reduction in the welfare or public assistance benefits received by the Tenant that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the Tenant's annual income is caused by a reduction in welfare or public assistance benefits received by the Tenant that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Tenant to determine if a decrease in the rent is warranted.

If the Tenant receives a letter or notice from HUD concerning the amount or verification of family income, the communication shall be brought to the St. Clair Housing Commission Management Office within ten (10) calendar days.

#### **11. EFFECTIVE DATE OF RENT CHANGE:**

The Landlord shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by the Landlord, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent becomes effective on the first day of the month after the Tenant reports the change in household circumstances.
- b. Rent Increases: The Landlord shall process rent increases so that the Tenant is given no less than thirty (30) days advance written notice of the amount due.

Once the gross rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Tenant elects to change to or from flat rent calculation method.

#### **12. TENANT OBLIGATION TO REPAY:**

Tenants who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Tenant does not submit rent review information by the date specified in the Landlord's request; or
- b. Tenant submits false information at Admission or at annual, special, or interim review.
- c. Tenant fails to report changes as required under the Section titled "Interim Rent Adjustments" of this lease.

Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

Failure to supply information when requested is a serious violation of the terms of the Lease and the Landlord may terminate the Lease.

### 13. TENANT/LANDLORD OBLIGATIONS:

#### TENANT OBLIGATIONS:

##### The Tenant Agrees To:

- a. Keep the dwelling unit and any other areas assigned for the Tenant's exclusive use in a clean and safe condition (refer to the attached Tenant Handbook for guidelines on what constitutes clean and safe);
- b. Not to assign the lease or sublease the dwelling unit.
- c. Not to provide accommodations for boarders or lodgers.
- d. Use the dwelling unit solely as a private dwelling for all persons listed above and not to use or permit its use for any other purpose.
- e. To comply with all obligations imposed upon tenants by any building and housing codes materially affecting health and safety.
- f. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- g. Not litter the grounds or common areas of the property;
- h. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- i. Refrain from and/or allow any household member or guest to destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- j. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities, including but not limited to elevators.
- k. Act and cause household members or guests to act in a manner which will not disturb other residents' peaceful enjoyment of their dwelling unit and surrounding area in a decent, safe and sanitary condition.
- l. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- m. Not park unregistered or unapproved vehicles on the property or park any vehicle in an unauthorized location (ex. sidewalks, grassy areas, or any other areas not intended for vehicle use);
- n. Dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a clean and safe manner;
- o. Pay reasonable charges for the repair of damages other than normal wear and tear to the dwelling unit, including damages to the buildings, facilities, or common areas caused by the Tenant, his or her household or guests, and to do so within the time frames noted in this Lease. The Schedule of Fees which includes the Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Tenant shall be charged the actual cost the Landlord incurred.
- p. Not abuse of alcohol or any other controlled substance that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
- q. Refrain from any violent or drug-related criminal activity by the Tenant, household members on or off the premises, not just on or near the premises, or guests on or near the premises that threatens the health, safety or right to peaceful enjoyment. Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance. This includes but is not limited to the manufacture of Methamphetamine on the premises of the Housing Commission, or any other Federally Assisted Housing. The use of Marijuana is included in this ban.
- r. Pay the cost of all legal action for eviction or other legal action as provided by State law.
- s. Continue to pay monthly rental payments, maintenance charges, schedule of fees, and any other fees charged as provided by the lease, regardless of eviction status, until such time the lease has been terminated.
- t. Pay the cost of any lock out fees incurred within the time frames noted in this Lease understanding that lock out fees will be incurred and will be the responsibility of the Tenant if requested during non-business hours or the Tenant has excessive requests during

business hours as noted in the Damage and Service Charge Schedule which is attached to the Schedule of Fees.

- u. Notify the Landlord of any extended periods of time the unit will be vacant.
- v. Notify the Landlord immediately of any health and safety issues such as but not limited to, pests, fire hazards, utility shut offs, gas smells, etc.
- w. Follow all rules and regulations of the Landlord concerning occupancy, use and care of the premises and of any common areas or community space including stairwells, halls, laundry rooms, community rooms/buildings, etc.
- x. Not store or carry any illegal weapons on Landlord property.
- y. Not permit any persons listed on the Landlord's No Trespassing list on the grounds of the Landlord, in the dwelling unit, or in any public or private buildings on the grounds of the Landlord.
- z. Be responsible for all personal belongings and for the purchase of renter's insurance on those belongings, should the Tenant so choose to have such insurance.
- aa. Not allow guests to stay in the household for a period of time that exceeds a cumulative time of fourteen (14) days in any twelve (12) month period.
- bb. Not to disable the operation of the smoke detector in any way and to maintain and test all smoke detectors regularly between the Landlord's regular inspections in accordance with manufacturer requirements (a copy of the smoke detector manufacturer requirements are attached to this Lease) and to notify the Landlord immediately of any smoke detectors that are broken or malfunctioning.
- cc. Abide by all Rules and Regulations contained in the Tenant Handbook for the benefit and well-being of the Housing Commission and the Tenants which is attached to this Lease.
- dd. Fully cooperate with any/all pest control efforts made by the Landlord and/or Landlord's representative/agent.
- ee. Not to waste the utilities provided by the landlord and to comply with any applicable law, regulation or guideline of any government entity regulating utilities.
- ff. Not to keep or use inflammable materials on the premises. Such as gasoline, kerosene, turpentine or other inflammable materials or explosives including fireworks.
- gg. To the fullest extent allowed by law, this Lease prohibits smoking and cultivation of Marihuana on the premises pursuant to the Michigan Medical Marihuana Act of 2008 and the Michigan Regulation and Taxation of Marihuana Act of 2018.

#### LANDLORD OBLIGATIONS:

##### The Landlord Agrees To:

- a. Maintain the building structure and the property in decent, safe, and sanitary condition for conditions known to Landlord;
- b. Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. Make necessary repairs to the building structure and the unit;
- d. Keep property, buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. Provide and maintain in good working order, a refrigerator and range for each unit.
- g. Provide and maintain appropriate receptacles and facilities for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the Tenant;
- h. Supply running water and reasonable amounts of hot water; and reasonable amounts of heat at appropriate times of the year except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or where heat and hot water is generated by an installation within the exclusive control of the tenant and supplied and a direct utility connection.
- i. To notify the tenant of the specific grounds for any proposed adverse action by St. Clair Housing Commission.
- j. Provide and maintain working smoke detectors.

**NOTE: NOTHING IN THIS LEASE SHOULD BE CONSTRUED AS WAIVING ANY RIGHTS OF GOVERNMENTAL IMMUNITY PROVIDED BY FEDERAL OR STATE LAWS.**

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, regardless of cause:

- a. The Tenant shall immediately notify the Landlord.

- b. The Landlord shall be responsible for the repair of the unit within a reasonable time. If the Tenant, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made with a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the Tenant, Tenant's household, or guests caused the damage.

**14. RESTRICTION ON ALTERATIONS:**

The Tenant shall not do any of the following:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. Paint without written permission from the Landlord;
- c. Install wallpaper or contact paper in the dwelling unit;
- d. Attach awnings or window guards in or on the dwelling unit;
- e. Attach, display, or place any fixtures, signs, or fences on the inside or outside of building(s), the common areas, or the property grounds;
- f. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- g. Install or alter carpeting, resurface floors or alter woodwork;
- h. Install washing machines, dryers, fans, heaters, or air conditioners in housing units in which the utility to operate such item(s) is(are) supplied by the Landlord;
- i. Place/attach any aerials, antennas, satellite dishes or other electrical connections on the dwelling unit or in a common area;
- j. Install additional or different locks or gates on any doors or windows of the dwelling unit;
- k. Install any type of security system without written approval from the Landlord;
- l. Operate a business as an incidental use in the dwelling unit.
- m. Attach any permanent improvements in the dwelling unit.

**15. ACCESS BY LANDLORD:**

The Landlord shall provide forty-eight (48) hours written advance notice to the Tenant of Landlord's intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, to make necessary alterations and repairs, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Tenant shall permit the Landlord, his or her agents, or other persons designated by the Landlord, to enter the dwelling unit for these purposes. In the event that the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time, and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists or to make repairs requested by the Tenant pursuant to a work order.

Upon entering the dwelling unit, after providing any required notice, with or without the presence of the Tenant, the Landlord has the right to photograph the existing conditions of the unit and such photographs may be used as evidence at a later date.

**16. SIZE AND TYPE OF DWELLING:**

The Tenant understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Tenant is or becomes eligible for a different type or size of dwelling unit the Tenant may request to be transferred in accordance with the Landlord's Transfer Policy. Upon approval and availability of an appropriate size unit, the Tenant shall be given a reasonable period of time to move. This time shall not exceed three (3) calendar days unless unusual hardship conditions exists. If the tenant fails to move to the designated dwelling unit within the notice period specified by the landlord, the landlord may terminate the lease.

If the Landlord determines that a Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant. The Tenant may ask for an explanation stating the specific grounds of the determination, and if the Tenant does not agree with the determination, the Tenant may request a hearing in accordance with the Landlord's grievance procedures.

If a family without a disability accepts an accessible unit or a family accepts a unit smaller or larger than required for their family composition, the family must sign a Certification that shall be attached to this lease stating that they will transfer to a unit of the appropriate type and/or size within the designated timeframe when one becomes available should a family with a disability or family composition requiring this size or type of unit apply.

## 17. LEASE TERMINATION BY LANDLORD:

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord may terminate or refuse to renew the Lease for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. Nonpayment of rent, deposits, or other charges due under the Lease (as noted in the attached Schedule of Fees); including but not limited to late payments of rent and/or reasonable charges for the repair of damages to the premises, property, buildings, facilities or common areas.
- b. A history of late rental payments;
- c. Failure to provide timely and accurate statements of income, assets, expenses, family composition or other information related to eligibility or rent at the time of Admission, Interim, Special or Annual Rent Re-certifications, or failure to attend scheduled reexamination interviews or to cooperate in the verification process as requested by the Landlord.
- d. Furnishing false or misleading information during the application or review process;
- e. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers (permitting persons not listed on the lease to reside in the unit more than 14 calendar days in a twelve (12) month period without written permission from the Landlord.);
- f. Use of the premises for purposes other than solely as a primary dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- g. Failure to abide by necessary and reasonable rules and regulations established by the Landlord for the benefit and wellbeing of the housing development and the Tenants as stated in the Tenant Handbook (which is incorporated into this lease by reference and attachment);
- h. Failure to maintain the Unit in a safe and sanitary manner, including but not limited to:
  - i. Failure to abide by applicable building and housing codes materially affecting health or safety;
  - ii. Failure to dispose of all ashes, garbage, waste and rubbish and other waste in a safe and sanitary manner;
  - iii. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including but not limited to elevators, in a safe manner;
- i. Has a history of housekeeping or living habits that could adversely affect the health, safety or welfare of other tenants;
- j. Any activity or behavior that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, persons residing in the immediate vicinity of the premises or employees of the Housing Commission;
- k. Failure to abide by the provisions of the pet policy;
- l. Act and cause household member or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their dwelling unit and surrounding area in a decent, safe and sanitary condition.
- m. Any violent or drug-related criminal activity by the Tenant, or household members on or off the premises, not just on or near the premises, or guests on or near the premises that threatens the health, safety or right to peaceful enjoyment.. Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance. This includes but is not limited to the manufacture of Methamphetamine on the premises of the Housing Commission, or any other Federally Assisted Housing. The use of Marijuana is included in this ban.
- n. If any household member has engaged in or threatened abusive or violent behavior toward another Tenant, Housing Commission Personnel, contractor or agent.

- o. Abuse of alcohol or any other controlled substance that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
- p. Failure to pay reasonable charges for the repair of damages other than normal wear and tear to the dwelling unit, including damages to the buildings, facilities or common areas caused by the Tenant, his or her household or guests, and to do so within the time frames noted in this Lease. The Schedule of Fees which includes the Damage and Service Charge Schedule is posted in the Landlord's office and is attached to this Lease. If the item is not listed on the Schedule, the Tenant shall be charged the actual cost the Landlord incurred.
- q. Failure to perform required community service, participation in an economic self-sufficiency program or be exempted there from (results in non-renewal of lease);
- r. Failure to allow inspection of the dwelling unit or failing an inspection of the dwelling unit;
- s. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease or a person who has been denied by the Landlord to reside in their public housing unit or any other non-compliance of the non-citizen rule requirements;
- t. Failure to abide by the Weapons and Firearms Policy;
- u. Failure to immediately report a health or safety issue (which would include but not be limited to not reporting pests such as roaches or bed bugs and not reporting fire hazards, etc.);
- v. Allowing any person(s) listed on the St. Clair Housing Commission's No Trespassing list on any St. Clair Housing Commission property or allowing them in or access to your unit;
- w. Failure to maintain smoke detectors in proper working condition by not immediately reporting malfunctioning smoke detectors, by removing the batteries, by unplugging the smoke detector, by damaging smoke detectors, or by removing smoke detectors;
- x. Failure to abide by the Rules and Regulations in the Tenant Handbook which is incorporated into this Lease by reference;
- y. Determination or discovery that a household member is a registered sex offender under a state (any state) sex offender registration program, unless the discovery was prior to 07/01/06 and the person was not on the lifetime sex offenders list (cases less than lifetime will be reviewed according to our occupancy policy);
- z. Failure to sign required paperwork for continuation of tenancy by the specified deadline;
- aa. Tampering with or removing energy saving items;
- bb. Tenants absent from their unit more than sixty (60) calendar days without good cause and Landlord approval, or more than one hundred eighty (180) calendar days, regardless of good cause or not;
- cc. Failure to fully cooperate with any/all pest control efforts made by the Landlord and/or Landlord's representative/agent.
- dd. Failure to accept the Landlord's offer of a lease revision to an existing lease that is on a form adopted in accordance with 24 CFR 966.3, with written notice of the offer or revision at least sixty (60) calendar days before the lease revision is scheduled to take affect and specifying a reasonable time limit within that period for acceptance by the Tenant.
- ee. Failure to attend a mandatory meeting as required by the Landlord.
- ff. Failure to comply with the terms and/or conditions of any standing addendum/attachments to this dwelling lease.
- gg. Failure to comply with the Landlord's "No Smoking/Smoke Free" Policy
- hh. Keeping or using inflammable materials on the premises, such as gasoline, kerosene, turpentine or other inflammable materials or explosives including fireworks.
  - ii. Acts of destruction, defacement or removal of any part of the premises, common areas, property grounds, or failure to cause guests to refrain from such acts.
- jj. Any discovery after admission of facts made the tenant ineligible.
- kk. Failure to maintain the required utilities in a household member's name who is 18 years of age or older unless other prior written approval has been obtained from the Landlord.
  - ll. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- mm. Any other good cause

**18. NOTICE OF LEASE TERMINATION:**

If the Landlord proposes to terminate this Lease, the Tenant shall be given written notice of the proposed termination, as listed below:

- a. For failure to pay rent, at least thirty (30) calendar days;
- b. For creation or maintenance of a threat to health or safety of other Tenants or Landlord's employees, at least seven (7) calendar days;
- c. For drug related criminal activity or any other controlled substance on the Housing Commission premises; at least twenty-four (24) hours; or

- d. For all other causes including drug related criminal activity, conviction of a felony, or the abuse of alcohol or any other controlled substance off the premises, thirty (30) calendar days, unless State law permits a shorter period.

The Notice to Quit required by State or local law may be combined with or run concurrently with a Notice of Lease Termination required by this Lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. Specify the date the Lease shall be terminated;
- b. State the grounds for termination with enough detail for the Tenant to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. Advise the Tenant of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

When Landlord evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit. So the post office will stop mail delivery for such person at the unit, and they will have no reason to return to the unit for pickup of mail.

## **19. LEASE TERMINATION BY TENANT:**

The Tenant shall give the Landlord thirty (30) calendar day's written notice before moving from the dwelling unit. If the Tenant does not give the full notice, the Tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever comes first.

The Tenant has the obligation to return physical possession and keys to the owner at the end of the term of the lease. The Tenant shall be charged rent until:

- a. expiration of the required thirty (30) day notice period (or date the dwelling unit is re-rented, if within the required thirty (30) day notice period), or
- b. When the keys are turned in and possession is returned.

The Tenant agrees that possession shall mean when the owner has physical possession of the keys and the unit. In the event that the Tenant uses the drop box located at the management office to return keys after hours or on weekends or holidays, possession shall mean the next day the management office is open for business.

Tenant's may request a Pre-Vacate Inspection to help determine what items may be charged to the Tenant upon vacating the unit.

## **20. Surrender of or Holder Over of Premises**

Upon termination of this Lease, (or termination of any renewal of same) the Tenant shall surrender possession of the premises in the same good order as at commencement of the lease period. It is agreed specifically that only when all keys have been returned to the Landlord and all of the Tenant's property has been removed from the premises shall the Tenant be deemed to have surrendered possession and further, that Tenant may continue to be charged rent until possession is surrendered as herein provided.

## **21. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF TENANT:**

Upon notification of the death of the sole Tenant, the deceased tenant's estate should be allotted time to remove the personal belongings from the unit.

If rent has been paid (prior to death) for the month in which the death occurs, the deceased tenant's estate will be allotted time through the end of the month in which the rent has been paid, or fourteen consecutive days from the date the Housing Commission was notified of the

death, whichever is greater.

If current rent has not been paid for the month in which the death occurs, the Housing Commission will make a reasonable attempt to contact the authorized person using the contact information provided by the Tenant. The Housing Commission will request that the contact person open a probate estate for the tenant within twenty-eight (28) calendar days after the tenant's death. The Housing Commission will place a notice on the door of the unit the intent to reenter, take possession of the premises, and dispose of its contents after ten (10) calendar days have elapsed. The Housing Commission will notify the public administrator for the county where the unit is located and inform them the tenant is deceased and the intent to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened.

If during the term of this Lease the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Tenant to comply with the Lease; then action shall be taken. The Landlord will assist the Tenant or designated member(s) of the Tenant's family to move the Tenant to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Tenant moving from the unit.

## **22. TERMINATION OF LEASE PURSUANT TO THE VIOLENCE AGAINST WOMEN ACT (VAWA PROTECTIONS):**

The Violence Against Women Act provides the following protections to public housing Tenants.

- a. The landlord will not terminate or refuse to renew the lease and will not evict the tenant or a member of tenant's household from the dwelling unit if the tenant, lawful household member, or an affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a tenant, a lawful occupant or affiliated individual under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The landlord may take such action without evicting, removing, terminating assistance to or otherwise penalizing a victim of such violence who is the tenant, a lawful occupant or affiliated individual under this lease.
- c. With any notification of eviction or notification of termination of assistance, Tenants will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the notice.
- d. The landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the HUD Certification of Domestic Violence, Dating Violence or Stalking, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.
- e. Notwithstanding anything to the contrary contained in paragraphs a and b above, the landlord may terminate the lease and evict the tenant if the landlord can demonstrate an actual and imminent threat to other tenants or to those employed at or providing goods or services to the site in which the unit is located, if the tenant's tenancy is not terminated.
- f. **Nothing in this section** shall prohibit the landlord from terminating the lease and evicting the tenant based on any violation of this lease not involving domestic violence, dating violence, sexual assault, or stalking against the tenant or household member provided that the landlord does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.
- g. The VAWA definitions set forth in 24 CFR 5.2003 are hereby incorporated by reference into this lease.

## **23. PROPERTY ABANDONMENT:**

Head of Household  
Initials that they have  
Read this entire page: \_\_\_\_\_

**Abandonment** is distinguished from an absence from an apartment by the failure to pay Tenant rent and failure to acknowledge or respond to notices from the Landlord regarding overdue rent.

If a Tenant abandons the dwelling unit or any property, the Landlord shall pursue legal action.

**24. DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the dwelling unit, or the Tenant, or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by prepaid first class mail.

Notice by Tenant: Any notice to the Landlord shall be in writing and either, personally delivered or sent by prepaid first-class mail, addressed to:

The St. Clair Housing Commission  
400 S. Third St.  
St. Clair, MI 48079.

If the Tenant is visually impaired, notices shall be in accessible format if requested by the Tenant.

**25. GRIEVANCES:**

All individual grievances or appeals shall be processed under the St Clair Housing Commission's Grievance Policy, **except** in cases of eviction or termination of tenancy that are based upon a Tenant's creation or maintenance of a threat to the health or safety of other Tenants or Housing Commission employees.

The St Clair Housing Commission will **exclude** from the grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or SCHC employees;
2. Any violent or drug-related criminal activity, whether occurring on or off the premises; or
3. Any criminal activity that results in the felony conviction of a household member.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Tenant must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Tenant shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Landlord is required to afford the Tenant an opportunity for a hearing in accordance with the St. Clair Housing Commission's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the 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.

Grievance Hearings shall be presided over by a Hearing Officer who shall be an impartial person or persons selected by the St. Clair Housing Commission Executive Director. It shall be someone other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.

**26. HOUSE RULES:**

The Tenant agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants. Such rules may be modified by the Landlord from time to time provided that the Tenant receives written notice of the proposed

change and an opportunity to submit written comments during a thirty (30) calendar day comment period of at least thirty (30) calendar days before the proposed effective date of the change in the rule. Existing House Rules, if any, are posted at the St. Clair Housing Commission Management Office and are included in the Tenant Handbook. All rules contained in the Tenant Handbook are incorporated in this lease by reference.

**27. DISCRIMINATION PROHIBITED:**

The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State, and local law.

**28. LANDLORD WAIVER:**

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

**29. SEVERABILITY:**

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

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**30. POLICIES INCORPORATED BY REFERENCE INTO THE LEASE:**

Tenant agrees certain policies are adopted to help all residents maintain a clean, safe, healthy living environment. The Tenant agrees the following policies are incorporated by reference as material provisions of this Lease. Tenant agrees that he/she has had an opportunity to review the policies which shall be retained at the management office. The Tenant may review these policies upon request. Tenant understands and agrees violation of these policies may lead to eviction.

- a. Admissions and Continued Occupancy Policy (ACOP) which includes:
  - \*Fraud Policy      \*Grievance Procedures      \*Reasonable Accommodations Policy
  - \*Transfer Policy      \*VAWA Policy
- b. Bed Bug Policy
- c. Community Service Rules & Information Sheet
- d. Damage and Service Charge Schedule
- e. Lead Based Paint, A Threat To Your Children
- f. No Cash Policy
- g. No Smoking/Smoke Free Policy
- h. Pet Policy
- i. Reasonable Accommodation Request form
- j. Rent Collection Policy
- k. Repayment Agreement Policy
- l. Schedule of Fees
- m. Smoke Detector Manufactures Requirements
- n. Tenant Handbook – including:
  - \*House Rules & General Information      \*HUD Fact Sheet
  - \*What You Should Know About EIV      \*HUD Information on Fraud
- o. VAWA Notification and Certification form
- p. Weapons and Firearms Policy

- \_\_\_\_\_ Certification of a Smaller Unit
- \_\_\_\_\_ Certification of a Larger Unit
- \_\_\_\_\_ Certification of a Non-Accessible Unit
- \_\_\_\_\_ Certification of an Accessible Unit
- \_\_\_\_\_ Statement of Non-Eligible Member
- \_\_\_\_\_ Existing Conference Agreement
- \_\_\_\_\_ Inventory Checklist
- \_\_\_\_\_ Other Addendum: \_\_\_\_\_

**31. SIGNATURES :**

By my (our) signature(s) below, I (we) attest that we have read and fully understand this Lease and further agree to be bound by its provisions and conditions as well as all attachments and adopted policies as written and have received an executed copy of this Lease and all Attachments initialed by me (us) above.

**Reasonable Accommodation:** Tenants in need of a reasonable accommodation, to satisfy any portion of this lease, may request a Reasonable Accommodation by contacting the Landlord, in writing, stating the need of such a request. Requests for reasonable accommodation will be processed in accordance with the St. Clair Housing Commission’s Reasonable Accommodation Policy.

Date of Original Lease:

Date of Amendment(s):

(Must be signed by all adult household members)

<u>TENANT:</u>	1) _____	_____
		Date
	2) _____	_____
		Date
	3) _____	_____
		Date
<u>LANDLORD:</u>	_____	_____
	St. Clair Housing Commission Property Manager	Date

**“NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.”**