



**1901 BROADWAY, PEKIN IL 61554
DWELLING LEASE**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are the Housing Authority of the City of Pekin, referred to as Landlord, and the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at Pekin, Illinois 61554.

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

Name	Date of Birth	Social Security Number
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Any proposed 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. The Landlord may approve the additions if they pass the screening and an appropriate size unit is available. **Deletions from the household shall be reported in writing to the Landlord no later than ten (10) days from date of change.**

The Resident has designated the following person to accept notices regarding this Lease. This person's name and address is:

_____ and phone number is _____. Notice shall be deemed made in accordance with Paragraph 21.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless



otherwise terminated as provided by this Lease.

3. RENTAL PAYMENT: Resident shall pay monthly rent of \$ _____.

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

(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 Resident.

Families who have chosen the flat rent option may request a reexamination and change to the income-based method at 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. Once the family has switched from the flat rent to income-based rent, they must wait until their next annual reexamination to switch back to the flat rent. Until such time, rents will be based on household income and subject to the Housing Authority's ceiling rent policy.

Rent is due and is to be paid on the first day of each month at the Housing Authority of the City of Pekin office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the tenth (10th) day of the month, a notice to vacate will be issued to the Resident. A \$10.00 late charge will be assessed to cover the added costs of a rent payment received after the tenth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$10.00 returned fee will be charged.

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. This request must be submitted in writing before the rent is due.

In the event legal proceedings are required to recover possession of the premises and the Landlord prevails, the Resident will be charged with the actual cost of such proceedings, including reasonable attorney's fees.



4. **SECURITY DEPOSIT:** The resident has paid the amount of **\$200.00** to the Landlord as a Security Deposit.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 45 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting a reasonable amount necessary to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

and provided;

- a. The keys to the dwelling are returned to the management office upon vacating.
- b. The Resident has given proper notice of intent to vacate; and
- c. A forwarding address is provided.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Housing Authority will meet with them to discuss the charges. The resident must request the meeting within ten (10) days of receipt of the charges.

Interest is not paid on Security Deposits pursuant to Illinois Law.

5. **OCCUPANCY:** The Resident shall use the premises exclusively as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and Resident shall not permit its use for any other purpose without the prior written permission of the Landlord.

The Resident agrees:

- a. That only those persons whose names are on the Lease are approved residents of the dwelling unit he/she is leasing. Not to provide overnight accommodations or shelter regularly reoccurring guest(s) in daily periods exceeding six (6) hours per day for a total of fifteen (15) calendar days per year without written permission from Management. Prior written approval from Management is necessary before new family members or persons may reside in Tenant's dwelling for more than fifteen (15) calendar days; with the exception of newborns born of the Resident;
- b. Not to assign the lease, sublease, or transfer possession of the premises;



- c. Not to engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. Not to act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. Not to knowingly permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. Not to knowingly permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

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

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, if prior consent of the Landlord is obtained, foster children and/or adults and a live-in aide for the Resident's family.

Live-in aide means a person who resides with one or more elderly persons, or persons with disabilities, and who (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services.

COMMUNITY SERVICE / SELF-SUFFICIENCY REQUIREMENT:

All family members who are not exempt are required to contribute 8 hours per month of community service or participate in an economic self-sufficiency program or perform a combination of community service and self-sufficiency. Community service is the performance of voluntary work or duties that are of public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. An economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean, and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the



dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** Electric, gas, and water shall be furnished only to Residents of Golden Arms Apartments. **All other residents shall pay for their own electricity, gas, and heat.** The Housing Authority will pay water and trash pickup only. An adequate allowance shall be provided for electricity and natural gas and will be reflected in the amount of the contract rent.

In the case of Authority supplied utilities, the Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

- a. The resident agrees to maintain sufficient heat to prevent freezing of piped water. If, for any reason, the resident is unable to maintain sufficient heat, he/she shall immediately notify the Management. Resident will be charged for any damages resulting from his/her failure to maintain sufficient heat or failure to notify Management, except for any cause beyond his/her control.
 - b. The Housing Authority reserves the right to apply excess charges to tenants in buildings where tenants do not pay utilities.
 - c. Any service and repair costs for which the Resident shall be responsible will be charged in accordance with the schedule for same which is posted at each project office.
 - d. The resident's failure to maintain utilities in their name or a disconnection of Resident's utilities shall be considered a material breach of this Lease.
8. **RENT CERTIFICATIONS:** Each year by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. **Failure to provide the requested information within thirty (30) days of the lease expiration date will result in the rent reverting to the flat rent amount for the specific unit type and size until such time that the recertification has been completed.**

The Housing Authority shall verify all information provided by the Resident. Earned income information will be verified using the HUD-approved Enterprise Income Verification System. Once all information has been verified, the Housing Authority will use the information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or was assisted by a State TANF program within the last six months. In addition, after the initial 12 month period expires, rent will be increased by 50% of what it normally would be during the next 12 month



period.

Residents who have chosen the Flat Rent will be required to certify their household composition and sign a new lease annually. However, the income for these households will only be verified every three (3) years.

At the time of the review appointment, the Resident 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 Resident is reporting no income and the Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days.

In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical; or other circumstances create a hardship on the family such that the income-based method would be more financially feasible for the family.

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

9. **INTERIM RENT ADJUSTMENTS:** Interim rent adjustments shall take place when the Resident reports either increases in income or decreases in income which would make the Resident's current rent greater than 30% of said income. The resident is specifically **required to report** to the Authority increases in this income, including, but not limited to, changes in his/her employment status, Public Aid status, unemployment benefits, social security benefits, self-employment income, within ten (10) calendar days of said change.

Residents must promptly report to the Landlord 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.

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

- a. A decrease in annual 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 enables a family member to work;



- d. Medical expenses that are not covered by insurance, when the head of household is elderly, disabled, or handicapped ; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident'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 family's annual income is caused by a reduction in welfare or public assistance benefits received by the family 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 Resident's rent will be reduced as a result of such a decrease.

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

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
- e. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances.
 - f. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. This rent change may be made retroactive to the appropriate date if less than ten (10) calendar days have been given to the Landlord to process this change.

Once the 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 Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents 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. Resident does not submit rent review information by the date specified



in the Landlord's request; or

- b. Resident submits false information at Admission or at annual, special, or interim review.

The resident 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 or utility allowances.

12. MAINTENANCE:

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and reasonably safe condition;
- b. use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
- c. keep the premises and other such areas that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition. This includes keeping front and rear walkways for the exclusive use of the Tenant free from hazards and trash and keeping the yard free of debris and litter, which means keeping paper, trash, cans, bottles, cigarettes, cigars, and all other such debris picked up from the front, rear, and side yards of the leased premises. Failure to do so will result in cleanup by the Housing Authority personnel with charges applied to the Tenant. The minimum charge per cleanup incident shall be \$15.00. Payment for such services is due in 30 days.
- d. not undertake, or permit his or her family or guests to undertake, any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage, or remove any part of the dwelling unit, common areas, or property grounds;
- f. 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;
- g. not park unregistered or unlicensed inoperable vehicles on the property or park any vehicle in an unauthorized location;
- h. dispose of garbage, rubbish, debris, and other waste in a safe and sanitary manner to assure freedom from vermin and to keep the premises clean. Identifiable loose trash or bags of trash left outside apartment entrances or along side the dumpsters rather than in the dumpsters will be cleaned up by the Housing Authority personnel and charged to the Tenant. The minimum charge for such services shall be \$15.00 per incident. Payment for such services is due in 30 days;
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities, or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's



itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and reasonably safe condition, but the Landlord does not warrant the property to be free from defects of any kind;
- 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 premises so long as Resident has informed Landlord of necessary repairs which come to the Resident's attention;
- d. keep property buildings, facilities, and common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and reasonably safe condition;
- e. maintain in good and reasonably 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 appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage), except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident and paid to the Landlord before Resident can re-inhabit the premises if Resident has not been evicted or moved out voluntarily;
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within 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 Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:
- a. dismantle, change, or remove any part of the appliances, fixtures, smoke detectors, sprinkler heads, or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;
 - c. attach awnings or window guards in the dwelling unit;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors, or alter woodwork;
 - g. install washing machines, dryers, window fans, heaters, or air conditioners at Golden Arms Apartments;
 - h. place any aerials, antennas, or other electrical connections on the dwelling unit;
 - i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - j. operate a business as an incidental use in the dwelling unit.
14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination, or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident 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.
- Notwithstanding the above, the Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.
15. **SIZE OF DWELLING:** The Resident 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 Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and



the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed seven (7) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

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

16. **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 shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. repairs), or repeated chronic late payment of rent (four times or more in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admission, Interim, Special, or Annual Rent Recertifications; to attend scheduled reexamination interviews; or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. failure of residents who choose the flat rent to certify household composition and sign a new lease annually;
- 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;
- f. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident'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 made by the Landlord for the benefit and well being of the housing development and the Residents;
- h. failure to abide by applicable building and housing codes materially affecting health or safety;
- i. failure to dispose of garbage, waste, and rubbish in a safe and sanitary manner;
- j. failure to use electrical, plumbing, sanitary, heating, ventilating, air



conditioning, and other equipment, including elevators, in a safe manner;

- k. acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- l. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities, or common areas;
- m. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is subject to a lifetime registration requirement under a State sex offender registration program;
- t. knowingly allowing a banned person to be on the premises or its adjacent yard/walkway and parking areas.
- u. any other good cause where a material term of the Lease or Policy of the Landlord has been breached;

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to the health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to a member of the Resident's household if at least thirteen (13) years of age who resides in the dwelling unit, or sent to the Resident by First Class Certified 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 Resident 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 Resident 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.

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

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord thirty (30) days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.
19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days written notice. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If, during the term of this Lease, the Resident, 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 Resident to comply with the Lease, then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident 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 Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** Residents shall be deemed to have abandoned the dwelling unit when:
 - a. Resident has provided the Housing Authority with actual notice indicating resident's intent not to return to the dwelling unit; or
 - b. Resident has been absent from the dwelling unit for twenty-one



(21) days, has removed Resident's personal property from the dwelling unit, and has failed to pay the rent for that period; or

- c. Resident has been absent from the dwelling unit for thirty-two (32) days and has failed to pay rent for that period. If Resident abandons the dwelling unit, the Housing Authority may secure the dwelling unit and the Resident shall be deemed, conclusively, to have abandoned any personal property remaining in the dwelling unit. The Housing Authority may remove any personal property from the dwelling unit and the personal property may be disposed of. Nothing in this paragraph shall affect any other remedies provided to the Housing Authority under this Lease. Abandonment by residents who pay \$0 or negative rent will be based on their absences from the dwelling unit for 32 days without notifying the Housing Authority.
- d. Notwithstanding the above, prior to declaring the Resident's unit abandoned, Management shall post a notice at the Resident's dwelling unit and mail a Notice of Abandonment to the Resident at his/her last known address. The resident shall have ten (10) calendar days to respond to said Notice from the time the Notice is posted or two (2) days following the deposit of the Notice in the U.S. Mail, whichever occurs last. The resident shall have the opportunity to recover his/her personal property during the ten (10) day response period.

21. **DELIVERY OF NOTICES:** Except as otherwise provided therein, any notice required herein will be sufficient if delivered in writing to the Resident personally or to a member of the Resident's household of the age of thirteen (13) or older or sent by prepaid First Class Mail, properly addressed to the Resident.

Notices from residents to management must be in writing and either hand delivered or sent by prepaid first class mail to the Management office.

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is available in the Landlord's Office and provided to Residents as an attachment to the Lease.
23. **HOUSE RULES:** The Resident 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 Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change, and an opportunity to submit written comments during a 30 day comment period at



least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are located in the Resident Handbook.

24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon sex, race, color, national origin, age, religion, disability, handicap, sexual orientation, military or veteran status, marital status, ancestry, or any other legally protected characteristic and shall comply with all nondiscrimination requirements of Federal, State, and Local Law.
25. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, has read them and understands that these Attachments are part of this Lease and incorporated herein for reference.

Attachments:

- ACOP (Admissions and Continued Occupancy – available in office)
- Resident Handbook
- Domestic Violence Policy
- Drug-free Housing Policy
- Grievance Procedure
- Pet Policy
- Rent Collection Policy



This Lease is subject to current and future policies established by U.S. Statute as interpreted by the Department of Housing and Urban Development and approved by Management Copies of such policies are available upon request by the Resident at management's office.

Do not sign this Lease without reading and understanding it, or if you cannot read, have someone read the lease to you.

SIGNATURES:

RESIDENT	1. _____	_____
		Date
	2. _____	_____
		Date
LANDLORD	_____	_____
		Date



END OF THE FIRST PART OF THE DWELLING LEASE

THE FOLLOWING
ARE HOUSING
AUTHORITY
POLICIES THAT
ARE PART OF THE
LEASE.



RENT COLLECTION POLICY

The following Rent Collection Policy of the City of Pekin Housing Authority is, by reference, incorporated into the Lease Agreement.

1. All rent is due in advance, on or before the first day of each month.
2. If rent is not paid by the 10th of the month, a delinquent rent notice shall be sent and a \$10 late charge applied. Resident will be advised to either pay in full or make arrangement for payment. Failure to respond shall be cause to initiate eviction proceedings.
3. If, by the end of five (5) days following Notice referenced in Paragraph 2, the Resident has not responded, a notice of lease termination shall be issued, notifying Resident to vacate unit in fourteen (14) days unless Resident files a grievance pursuant to the Authority Grievance Procedure. If, after fourteen (14) days, the resident has neither filed a grievance, vacated, nor paid his/her delinquent rent in full, including the current month's rent, the Authority's Attorney will be notified to file for possession through the Court. Resident shall be offered the opportunity to review all documents related to any court action or grievance proceeding.
4. Once the Attorney has been authorized to file possession through court proceedings, the court action can be stopped only with the approval of the Executive Director of the Housing Authority.
5. All costs incurred by the Authority in implementing the eviction procedure, including reasonable attorney's fees, shall be paid by the Resident if the Resident does not prevail in subsequent legal proceeding for eviction.
6. If a Resident receives four (4) 10-day late notices in any twelve (12) month period, the Resident's Lease may be cancelled and the Resident would be required to vacate or be evicted.
7. The Authority may provide the Resident an extension of time to work out plans whereby Resident can get caught up in their rent, only under the most extreme and meritorious circumstances.
8. Families whose sole income is from State Welfare Benefits, that receive monthly checks after the tenth (10th) of the month, shall make arrangements to pay their regular rent plus an acceptable additional amount each month until such time that their rent account shall be maintained in a current-up-to-date status.
9. Upon notice to the resident, Management may elect to deduct unpaid late charges and other charges from the resident's Security Deposit each month. If the Security Deposit is depleted by 50% or more, the Authority may evict the Resident for failure to keep the proper Security Deposit.
10. All payments due hereunder shall be paid by cash, check, or money orders, and mailed or delivered to the Housing Authority of the City of Pekin, 1901 Broadway Road, Pekin Illinois, 61554 or any other depository that the Housing Authority may select. If a Resident needs time to work out rent payments, a repayment agreement must be completed in writing and approved by the Executive Director.



All repayment agreements must be requested and approved prior to the issuance of the 14-day eviction notice. Residents will not be allowed more than four (4) repayment agreements in any twelve month period. Any Resident who presents a bad check to the Authority on more than one occasion in any twelve (12) month period may be required to pay cash for future rent payments. Residents will also be charged a ten (\$10) returned check fee.

Signed and Dated as follows:

DATE: _____

DATE: _____

(AUTHORITY)

(RESIDENT)

DATE: _____

(RESIDENT)



DRUG-FREE HOUSING POLICY

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

1. Resident, any member of the Resident’s household, or a guest, or other person under the Resident’s knowledge or control, is prohibited from engaging in the use, possession, manufacture, sale, or distribution of illegal drugs and is prohibited from selling alcohol, or providing alcohol to minors, on the property of the Housing Authority of the City of Pekin.

2. Resident, any member of the Resident’s household, or a guest, or other person under the Resident’s knowledge or control, is prohibited from engaging in any act intended to facilitate the use, possession, manufacture, sale or distribution of illegal drugs or the selling of alcohol or providing alcohol to minors, on the property of the Housing Authority of the City of Pekin, even if said prohibited behavior occurs off of the property of the Housing Authority if said behavior facilitates prohibited behavior on the property of the Housing Authority of the City of Pekin.

3. Resident, any member of the Resident’s household, or a guest, or other person under the Resident’s knowledge or control, is prohibited from allowing the sale, or distribution of illegal drugs or the sale of alcohol or providing alcohol to minors.

4. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**A single violation of any of the provisions of this Policy shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for 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.

5. In case of conflict between the provisions of this Policy and other provisions of the Lease, the provisions of this Policy shall govern.

6. This Drug-Free Housing Policy is incorporated into the Lease executed or renewed this day between the Housing Authority and the Resident.

Tenant Signature & Date

Housing Authority Official & Date

Tenant Signature & Date



GRIEVANCE PROCEDURE POLICY

I. PURPOSE

This Grievance Procedure has been adopted to provide a forum and procedure for Residents to seek the just, effective, and efficient settlement of grievances against the Housing Authority of the City of Pekin (PHA).

II. GOVERNING LAW

The law governing this Grievance Procedure is Section 6 (k) of the U.S. Housing Act of 1037 (42 U.S.C. sec. 1437d (k) and Subpart B of 24 CFR part 966 (24CFR sees. 966.50 - 966.57)

III. APPLICABILITY

In accordance with applicable Federal Regulation, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section IV below) between Resident and PHA with the following two (2) exceptions:

- A. This Grievance Procedure is not applicable to disputes between Residents not involving PHA or to class grievances involving groups of Residents. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between Residents or groups of Residents and PHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Illinois requires that Residents be given the opportunity for a Hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, PHA has elected to determine that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of PHA, or
 - 2. Any drug-related criminal activity on or near such Premises.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this Grievance Procedure;

- A. **Grievance:** Any dispute which a Resident may have with respect to an action or a failure to act by the PHA in accordance with the individual Resident's Lease or PHA regulations, which adversely affects the individual Resident's rights, duties, welfare or status.
- B. **CFR:** The Code of Federal Regulations, which contains the federal regulation governing this Grievance Procedure.
- C. **Complainant:** Any Resident (as defined in this section below) whose grievance is presented to the Management Office of the PHA, in accordance with the requirements as set forth in this Procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Sec. 102 of the Controlled Substances Act (21 U.S.C.



sec. 802) as amended from time to time.

- E. PHA or "Authority": The Housing Authority of the City of Pekin, a Body corporate organized and existing under the laws of the State of Illinois.
- F. Elements of due process: The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - 1. Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Resident to be represented by counsel;
 - 3. Opportunity for the Resident to refute the evidence presented by PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - 4. A decision on the merits.
- G. Hearing Officer: An impartial person selected in accordance with 24 CFR sec 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.
- H. Hearing Panel: A three (3) member panel composed of impartial persons, selected in accordance with 24 CFR Sec. 966.55 and this Procedure, to hear grievances and render decisions with respect thereto.
- I. HUD: The United States Department of Housing and Urban Development 3. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- J. The "Regulations" - The HUD regulations contained in Subpart B of 24 CFR part 966.

V. INCORPORATION IN LEASES

Grievance Procedure shall be incorporated by reference in all Leases between Residents and PHA at all Public Housing Projects, whether or not so specifically provided in such Leases.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

- A. Initial Presentation. Any grievance made by a Resident must be personally presented, either orally or in writing, to PHA's main office within five (5) business days after occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference. If the grievance is not determined by PHA to fall within one of the two exclusions mentioned in Section III B (1) and III B (2) above, then PHA will, within five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant and his/her representatives, if any, in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.
- C. Written Summary. Within five (5) business days after the informal Settlement



conference, a Summary of the informal discussion shall be prepared by PHA and a copy thereof shall be provided to the Complainant. The Summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written Summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied with the proposed disposition of the grievance. A copy of the written Summary shall also be placed in Complainant's Resident file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:

- A. Request for Hearing: If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to PHA's main office no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant's written request for a formal hearing must specify;

1. The reasons for the grievance; and
 2. The action of relief sought by the Complainant; and
 3. If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a Hearing during the next ten (10) business days; and
 4. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.
- B. Failure to request a hearing. If the Complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, PHA's decision rendered at the informal conference becomes final and the PHA is not thereafter obligated to offer the Complainant a formal hearing.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by the PHA in the manner described below:

- A. The appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
1. PHA's Board shall appoint a slate of persons to sit as hearing officers or hearing panel members on a case-by-case basis. These persons may include, but will not be necessarily limited to, residents, attorneys, clergy, or other responsible persons in the Community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
 2. Persons appointed are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and



is reasonable under the circumstances. If a Complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

3. In the event that a hearing officer or panel member fails to disqualify himself or herself as required in the Grievance Procedure, PHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate their results of the grievance hearing in which such person should have, but did not, disqualify himself or herself and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

A. Hearing prerequisites: A Complainant does not have a right to a Grievance hearing unless the Complainant has satisfied all of the following prerequisites to such a hearing:

1. The Complainant has requested a hearing in writing; and
2. The Complainant has completed the informal settlement conference procedure; and
3. If the matter involves the amount of rent which PHA claims is due under the Complainant's Lease, the Complainant shall have paid to PHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained act or failure to act took place. And in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the grievance is resolved by decision of the hearing officer or hearing panel.

B. Time, Place, Notice.

Upon Complainant's compliance with the prerequisites to Hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and PHA, not later than the tenth (10th) business day granted by the panel or hearing officer to either PHA or the Complainant for good cause.

C. Failure to Appear.

If the Complainant or PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the Complainant and the PHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the Complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the



PHA's action or failure to act against which the Complainant is directed. The burden of proof shall be by a preponderance of evidence.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

F. Orderly Conduct Required.

The hearing officer or hearing panel shall require the PHA, the Complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a direction adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing.

The Complainant or the PHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

X. NOTICES

All notices under this Grievance Procedure shall be deemed delivered:

1. Upon personal service thereof upon the Complainant or an adult member of the Complainant's household,
2. Upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail or
3. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.
4. If a Resident is visually impaired, any notice hereunder delivered to such Resident shall be in an accessible format

XI. MODIFICATION

This Grievance Procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the PHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) days advance notice to tenants and resident organization, setting forth the proposed changes and providing an opportunity to present written comments. The Comments submitted shall be considered by the PHA, before final adoption of any amendments hereto.

XII. MISCELLANEOUS

- A. Captions:** Captions or paragraph headings set forth in this Grievance Procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.



- B. Concurrent Notice: If a Resident has filed a request for grievance hearing hereunder in a case involving the PHA's Notice of Termination of Tenancy, the Complainant should be aware that the State Law Notice to Vacate and the Notice of Termination of Tenancy required under Federal Law run concurrently. Therefore, if the hearing officer or hearing panel upholds the PHA's action to terminate the tenancy, the PHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the Notice of Termination delivered to Complainant, or the delivery of the report of decision of the hearing officer or panel to Complainant.



I have read and understand the Grievance Policy set forth above.

DATE: _____

DATE: _____

(AUTHORITY)

(RESIDENT)

DATE: _____

(RESIDENT)



The Housing Authority of the City of Pekin Domestic Violence Policy implementing the Final Rule requirements of VAWA 2013 through HUD regulations (81 FR 80724)

The purpose of this Policy is to ensure the safety of all Pekin Housing Authority tenants, assisted families and applicants, when applying for admission to a covered housing program, who is the victim of domestic violence, dating violence, sexual assault and stalking. The policy protections are not limited to women, but to all eligible persons without regard to sex, gender identity, or sexual orientation.

- 1.** The Housing Authority of the City of Pekin will provide all current tenants, assisted families and applicants, who are applying for admission, to its Public Housing and Rural Development properties the *Notice of Occupancy Rights Under the Violence Against Women Act to notify them of their rights under this Act.
- 2.** The Housing Authority will modify its annual and five-year plan to meet the objectives of the Act.
- 3.** The Housing Authority will not deny assistance or admission, terminate participation in, or evict a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.
- 4.** It is the responsibility of the applicant or tenant to:
 - a. Inform the Housing Authority that they are a victim of domestic violence, dating violence, sexual assault, or stalking; and
 - b. Provide enough information for the Housing Authority to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating, sexual assault, or stalking
- 5.** The Housing Authority may evict or terminate assistance 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. The Housing Authority may still evict victims of domestic violence for any lease violations not relating to the domestic violence, or if the tenancy creates a threat to other residents or the employees of the property.



- 6.** The Housing Authority will request in writing that individuals certify that they are victims of domestic violence, dating violence, sexual assault, or stalking, using the form HUD-5382, which will be included with the VAWA Notice of Occupancy Rights (form HUD-5380). Certification may also be or include one of the following:
 - a. Verbal Statement if the Housing Authority is aware of the abuse and can corroborate the statement;
 - b. Federal, state, or tribal court record;
 - c. A signed statement from a victim's service provider, attorney, or medical or health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault or stalking or the effects of the abuse.

The Housing Authority, at its discretion, may choose to rely solely on the tenant's statements and other corroborating evidence of the domestic violence without official documentation. If requested the documentation must be returned to the Housing Authority within 14 business days after the date that the individual received the written request from the Housing Authority.

- 7.** If the PHA denies VAWA protections, tenants and applicants will have the right to appeal the decision using the Housing Authority grievance policy procedures.
- 8.** *The Notice of Occupancy Rights will be made available in multiple languages. All information provided to the Housing Authority regarding domestic violence will be kept confidential and will not be entered in any shared databases or disclosed to any other entity or individual, except to the extent that disclosure is:
 - a. Requested or consented to in writing by the individual (victim) in a time-limited release;
 - b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
 - c. Otherwise required by applicable law
- 9.** The Housing Authority of the City of Pekin has developed an Emergency Transfer Plan which:
 - a. Defines the tenants/participants eligible for an emergency transfer;
 - b. List documentation needed to request an emergency transfer;
 - c. Outlines the PHA confidentiality protections; and
 - d. Describes how an emergency transfer may occur.



10. The Housing Authority will keep confidential records of all emergency transfers requested under the Emergency Transfer Plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. The Housing Authority will also report the requests and outcomes of the request to HUD on an annual basis.

11. The Housing Authority may decide to bifurcate a tenant lease or remove a household member or lawful occupant from the lease, if it has evidence the household member is engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. If the individual removed/evicted was the eligible household tenant, the Housing Authority will provide any remaining tenant(s) that were not already eligible a period of 30 calendar days from the date of bifurcation of the lease to:

- a. Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - b. Establish eligibility under another covered housing program;
- or
- c. Find alternative housing

The Housing Authority will allow non-citizen victims of covered crimes to self-certify that they are in "Satisfactory immigration status"(meaning they are in an immigration status which does not make the individual ineligible for financial assistance). After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification of Entitlements (SAVE) System, we will make a final determination as to the self-petitioner's eligibility for assistance (PIH 2017-02).

12. The Housing Authority may allow a tenant to end their lease early and vacate the unit if a family member is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and the family needs to move out to protect the health or safety of the victim.

Definitions:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm.

Affiliated individual, with respect to an individual, means:

- a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian.



b. Any individual, tenant, or lawful occupant living in the household of that individual

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and /or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1) The length of the relationship
 - 2) The type of relationship; and
 - 3) The frequency of interaction between the persons involved in the relationship

Domestic Violence includes felony or misdemeanor crimes of violence committed by:

- a. A current or former spouse or intimate partner of the victim
- b. By a person with whom the victim shares a child in common
- c. By a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- d. By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction



The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. Fear for the person’s individual safety or the safety of others; or
- b. Suffer substantial emotional distress

Tenant Signature

Date

Tenant Signature

Date

Housing Authority Signature

Date



19.0 PET POLICY

19.1 Exclusions

This policy does not apply to animals that assist, support, or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. The exclusion applies both to animals owned by tenants of the Housing Authority as well as animals that visit the properties. However, assistive animals must comply with inoculations and licensing as required by state and local laws.

Tenants with assistive animals will be responsible for the cost of repairing damage caused by the assistive animal. The Housing Authority may exclude an assistive animal from the property when the animal's behavior poses a direct threat or may result in significant physical damage to the property of others and its owner takes no effective action to control the animal's behavior so that the threat is mitigated or eliminated.

The assistive animal must be on a leash at all times and the owner should make certain the animal is not allowed to wander around off the leash, except if the animal is working. The Housing Authority expects owners of assistive animals to clean up after their animals and dispose of the waste in an appropriate manner.

The use of assistive animals referred to as "service animals", "support animals", "assistance animals", "therapy animals", "companion animals", or "emotional support animals" is governed by reasonable accommodation law. Under both the Fair Housing Act and Section 504, in order for a requested accommodation to qualify as a reasonable accommodation, the requestor must have a disability, and the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy the dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. "Request for Reasonable Accommodation" forms are available at the Housing Authority office.

19.2 Pets in Public Housing

The Housing Authority allows for pet ownership in its Broadway Complex, Golden Arms Apartments, and Park Ridge Estates with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority harmless from any claims caused by an action or inaction of the pet.

19.3 Approval

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the



Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet (updated annually) so it can be identified if it is running loose.

19.4 Types and Number of Pets

The Housing Authority will allow only common household pets. This means only domesticated animals, such as a dog, cat, bird, rabbit, ferret, mouse, domesticated rat, fish in aquariums, or turtle. Snakes, lizards and other reptiles (except turtles), alligators, crocodiles, tarantulas, pot-bellied pigs, non-human primates, such as monkeys, are not considered common household pets and are not allowed under this policy.

Farm animals, fowl, exotic pets, breeding animals, wild or feral animals and dangerous animals are not allowed. Attack or fight-trained dogs are not allowed.

If this definition conflicts with a State or Local Law or Regulation, the State or Local Law or Regulation shall govern.

All dogs and cats, before they become six (6) months old, must be spayed or neutered; cats must be de-clawed; and a licensed veterinarian must verify these facts.

Only two (2) pets will be allowed per unit regardless of the size of the unit, (only one dog or one cat per unit allowed).

Any animal deemed to be potentially harmful to the health and safety of others, including attack or fight trained dogs will not be allowed.

No pet may exceed twenty-five pounds (25 lbs.) in weight to full adult size.

19.5 Inoculations

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by State and/or Local Ordinances. They must comply with all other State and Local Public Health, Animal Control and Anti-cruelty Laws, including any Licensing Requirements. A Certification signed by a Licensed Veterinarian or State or Local Official shall be filed annually with the Housing Authority of the City of Pekin to attest to the inoculations.

19.6 Pet Deposit and Fees

A pet deposit of Two Hundred Dollars (\$200) is required at the time of registering a dog or cat. The deposit is refundable when the pet or family vacates the unit, less any amount owed due to damage beyond normal wear and tear. In addition, a monthly non-refundable pet fee of Fifteen Dollars per month (\$15) will be charged for the dog or cat owned by the resident residing within the Broadway Complex and Park Ridge Estates. No monthly pet fee will be charged at the Golden Arms Apartments.

19.7 Financial Obligation of Resident

Any resident who owns or keeps a pet in their dwelling unit will be required to



pay for any damages caused by the pet. Also, any pet-related insect infestations in the pet owner's unit will be the financial responsibility of the pet owner and the City of Pekin Housing Authority reserves the right to exterminate and charge the resident.

19.8 Nuisance or Threat to Health and Safety

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Repeated and substantiated complaints by neighbors or Housing Authority personnel, regarding pets disturbing the peace of neighbors through noise, odor, animal waste or other nuisance, may result in the owner having to remove the pet or move him/herself from the Housing Authority. Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one half hour (30 minutes) or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

19.9 Designation of Pet Areas

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit. No cages or doghouses may be constructed or permitted in the yards. Pets will be allowed only in designated areas on the grounds of the property if the Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste in an appropriate manner.

With the exception of assistive animals, no pet shall be allowed in the Community Center, kitchen, public bathrooms, lobby, or hallways or offices in any of the City of Pekin Housing Authority sites.

19.10 Miscellaneous Rules

Pets may not be left unattended in a dwelling unit for over twenty four (24) hours. If the pet is left unattended, and no arrangements have been made for its care, the Housing Authority has the right to enter the premises and take the uncared for pet to be boarded with a local animal care facility at the total expense of the resident. Residents must take appropriate action to protect their pets from fleas and ticks. **All dogs and cats must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.** Pets cannot be kept, bred or used for any commercial purpose. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed in an appropriate manner. A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc. If a pet causes harm to any person, the pet owner shall be required to permanently remove the pet from the Housing Authority property within twenty four (24) hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her Dwelling Lease. The Housing Authority's Grievance Procedures shall be applicable to all individual



grievances or disputes arising out of violations or alleged violations of this policy.

19.11 Visiting Pets

Pets that meet the size and type criteria outlined above may visit the project/buildings where pets are allowed. Prior approval is required from the City of Pekin Housing Authority. Tenants who have visiting pets must abide by the same conditions of this policy regarding health, sanitation, nuisances and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the Lease, the tenant will be required to remove the visiting pet. Period of visit is not to exceed two (2) weeks duration. Visiting pets are not allowed at Golden Arms Apartments.

19.12 Removal of Pets

The Housing Authority of the City of Pekin, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located. In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for the pet. Any expenses incurred will be the responsibility of the pet owner.



NO TRESPASS POLICY

1. Any non-resident of the Pekin Housing Authority (PHA) determined by the Executive Director of the PHA or an authorized agent of the PHA to be engaged in any illegal activity, creating a disturbance, threatening the physical safety of any PHA officer, agent, employee, resident, or visitor or threatening the property of the PHA or any resident or visitor, or whose conduct constitutes a threat to the peace, tranquility, or safety of PHA premises and its residents, or who is on the property of PHA in violation of a lease signed by a tenant of PHA, shall be issued a Notice of Ban Not to Trespass substantially in the form attached hereto, directing that the non-resident shall not enter or be upon PHA premises.
2. In addition to PHA Executive Director, other PHA employees, or law enforcement officers, including the members of the Pekin Police Department or Tazewell County Sheriff's Department may be empowered, in writing, by the Executive Director to make the above described determination as agents of the PHA that an individual shall be issued a Notice of Ban Not to Trespass.
3. Upon determining that a Notice of Ban Not to Trespass should be issued, pursuant to paragraph 1 or 2 above, the notice shall be personally served upon the offending individual by a private process server as well as a law enforcement officer who has been appointed as an agent of the PHA for personal service of the Notice of Ban Not to Trespass.
4. That, upon receipt of proof of the service of a Notice of Ban Not To Trespass, or as soon as reasonably possible thereafter, the Executive Director or other employee of PHA shall notify the Pekin Police Department. Notification shall include the identity of the person receiving the Notice of Ban Not to Trespass, and a copy of the Notice of Ban Not to Trespass with proof of service attached thereto.
5. Any individual, having been served such a Notice of Ban Not to Trespass as provided for herein who thereafter violates same shall be immediately reported to the Pekin Police Department for apprehension and arrest. PHA officers, agents, and employees shall thereafter render all possible cooperation and assistance to the Pekin Police Department and prosecuting agencies in the enforcement of Notices of Ban Not to Trespass and prosecution of offending individuals.
6. An up-to-date Trespass List that contains a comprehensive list of individuals who have been served with a Notice of Ban Not to Trespass shall be kept by the Pekin Police Department and by PHA Security. Persons who have been issued a Notice of Ban Not to Trespass shall remain on the PHA Trespass List and be subject to arrest for being on PHA property until the person is removed from the Trespass List. The Trespass List shall be reviewed annually by the Police Department and PHA Administration to keep the list current, correct any errors, remove individuals from the list for whom a Notice of Ban Not to Trespass is no longer necessary, and to remove the names of



individuals who are deceased or otherwise believed to no longer be a threat to the PHA or its residents.

7. Any individual who wishes to be removed from the PHA Trespass List shall file a written request with the PHA who in turn will review the determination that the individual should be removed from the Trespass List.
8. The PHA Lease Agreement shall contain language to the effect that it shall be a material violation of the Lease which could result in termination of the lease for any PHA resident to allow an individual to be present in the resident's apartment or residence when the resident is aware that the individual is on the Trespass List.