

**LEASE
AND
GRIEVANCE PROCEDURE
FOR
PUBLIC HOUSING RESIDENTS**



REVISED April 1, 2021

**WILMINGTON HOUSING AUTHORITY
400 NORTH WALNUT STREET
WILMINGTON, DE 19801
(302) 429-6700**

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**WILMINGTON HOUSING AUTHORITY RESIDENTIAL LEASE AGREEMENT
and GRIEVANCE PROCEDURE
PART I**

Terms and Conditions

THIS LEASE AGREEMENT (called "Lease", which includes Parts I and II) is between Wilmington Housing Authority, hereafter called "WHA" or "Authority", and the Resident named in Part II of this Lease, hereinafter called the "Resident". Part II of this Lease identifies the premises leased the parties to the Lease and other data unique to the unit or the resident.

Commented [MR1]: Part 2 has data about utilities, accommodations needed and more info than just parties and premises

I. DESCRIPTION OF PARTIES AND PREMISES

- A. WHA, using verified data about income, family composition, and needs, hereby leases to Resident, the property (hereinafter called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- B. Premises must be used only as a private residence, solely for Resident and the family and household members named on Part II of the Lease, including reasonable accommodation of their guests. Guest shall be defined as a person in the leased unit with the consent of a family member. WHA may, by prior written approval, consent to Resident's use of the unit for legal profit making activities subject to the WHA's policy on such activities.
- C. Any additions to the household members named on the Lease, including live-in aides foster adults and foster children, except for children born to or adopted by family members named on the lease or through court-awarded custody, require the advance written approval of the Authority. Such approval will be granted **only if** the new household members pass the Authority's screening criteria **and** addition of another person does not overcrowd the unit. Permission to add live-in aides, foster adults and foster children shall not be unreasonably refused. Resident agrees to wait for the Authority's approval before allowing additional persons to move into the premises. Failure on the part of Resident to comply with this provision is a violation of the material terms of the Lease, for which the Authority may terminate the Lease in accordance with Section XIV.
- D. Deletions (for any reason) by the head of household of any family members named on the Lease must be reported by head of household to WHA in writing¹ within 10 days of the occurrence.

Commented [MR2]: The term "household member" includes live in aides and foster adults and children. Only family members can consent to the presence of guests.

Commented [MR3]: I have corrected this to track the regs

Commented [MR4]: You should NOT allow the addition of so many people that it would overcrowd the unit except for births, adoptions and court-awarded custody. People try to jump the waiting list this way.

II. LEASE TERM AND AMOUNT OF RENT

- A. The rent amount is stated in Part II of this Lease for any initial partial month and successive full months. Unless otherwise modified under Section VII or terminated

¹ Whenever this lease requires notification in writing, it shall also mean another method of communication requested by a resident with a disability.



under Section XIV, this Lease shall have a twelve-month term. Except as provided in paragraph A (1) of this section, the lease term will be automatically renewed for the same period.

The WHA may choose not to renew the lease if the family has violated the Community Service requirement in accordance with 24 CFR, Part 960, Subpart F.

- B. Rent stated in Part II of this Lease will remain in effect unless adjusted by the WHA in accordance with Section VII herein.
- C. The amount of the Total Tenant Payment or Resident Rent is equal to the highest of: 10% of monthly income; 30% of adjusted monthly income; or the minimum rent with deductions for Utility Allowances for any resident-paid utilities in accordance with WHA's Admissions and Continued Occupancy Policy.
- D. Rent is DUE and PAYABLE in advance on the first day of each month and will be considered delinquent after the fifth working day of the month. Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear.
- E. A late fee of the lesser of \$15 or 5% of the monthly rent will be assessed if rent remains unpaid after the fifth working day of the month.
- F. When the WHA makes any change in the amount of Total Tenant Payment or Resident Rent, WHA shall give notice in accordance with Section VII of this Lease. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the rent amount is computed by WHA. If Resident asks for an explanation, WHA shall respond in a reasonable time.

Commented [MR5]: Trying to keep it as brief as possible. Yes, economic self sufficiency counts, but it's under the Community Service requirement.

Commented [MR6]: Resident rent is always adjusted for resident-paid utilities,
In properties with project paid utilities residents pay the TTP not resident rent. These are terms of art.

Commented [MR7]: Wrong, wrong wrong. What we provide IS maintenance due to normal wear and tear. We charge residents for work we have to do beyond normal wear and tear.

III. OTHER CHARGES

In addition to rent, Resident is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. The notice of charges shall advise the Tenant that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.

- A. Other charges can include: Maintenance/damage costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Resident, household members or by guests. If police report is obtained and vandalism is verified, management **may** consider waiver of said charges. When the Authority determines that needed maintenance is not caused by normal wear and tear the Resident shall be notified in accordance with Section XIV B. All charges for maintenance work beyond normal wear and tear shall be based on the actual cost for labor and materials to perform



the work, as documented in the Work Order system. If overtime work is required, overtime rates will be charged.

- B. Residents will be given 48-hours written notice before pest control/extermination treatments. The notification will include instructions that describe how to prepare the unit for treatment. Residents will be charged \$50 when unit is not ready for treatment as instructed.
- C. When a resident fails to report a bedbug or any pest infestation in a timely manner and/or attempts to remedy the infestation themselves, the resident will be charged \$50.
- D. Excess Utility Charges: At developments where utilities are provided by WHA, a charge shall be assessed for excess utility consumption due to the operation of major resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier.
- E. Charges for maintenance and repair and excess utilities consumption as listed in the Charges for Use of Appliances, are due and collectable two weeks after WHA gives notice of said charges. WHA retains the right to enter into a repayment contract for these charges when Resident's past history warrants.
- F. When a failure by a Resident causes or threatens to cause irreparable harm to any person or property, WHA may, without notice either remedy the failure and bill the Resident in accordance with paragraph (A) of this section, or immediately terminate the rental agreement upon notice to the Resident and bring summary proceedings for possession, or may do both.
- G. The charge for non-sufficient check returns and/or other returned check reasons will result in a \$35 charge for each occurrence. After one such check is received, WHA will accept payments by money order or cashier's check only.
- H. Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

Commented [MR8]: This is an obligation under Section 504

IV. PAYMENT LOCATION

Rent and other charges are either to be paid at the Wilmington Housing Authority Management Offices by check or money order unless WHA changes the method of rent payment to a lockbox system. In this case rent will be paid to a bank named by WHA. Residents who pay by a check that is returned for insufficient funds will be required to make all future payments by cashier's check or money order. Cash payments will not be accepted.

Commented [MR9]: I most heartily recommend going back to a lock-box system of rent payment. It is safer, less subject to abuse, and significantly less staff-intensive.

Residents who have a checking or savings account may also elect to have their rent



deducted from their account on a monthly basis.

WHA reserves the right to change the method of rent payment to a lockbox system under which Residents will pay rent directly to a bank named by WHA

V. SECURITY DEPOSIT

- A. Resident Responsibilities: Resident agrees to pay an amount equal to the greater of \$50 or one month's Total Tenant Payment, not to exceed the flat rent for the leased unit. When a resident is moving from one unit to another within the Authority, the security deposit for the first unit will be transferred to the second unit. The dollar amount of the security deposit is noted on Part II of this Residential Lease.
- B. WHA's Responsibilities: WHA will use the security deposit at the termination of this Lease:
1. To pay the cost of any rent or any other charges owed by Resident at the termination of this Lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling beyond normal wear and tear unit caused by Resident, household members or guests.
 - a. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit.
 - b. No refund of the security deposit will be made until after Resident has vacated, and the Manager or designee on behalf of the WHA has inspected the dwelling unit.
 - c. WHA will notify Resident in writing and provide an itemized list of damages and estimates for the repairs to the property. The Resident will be advised that the security deposit will be applied to the cost of repairs.
 - d. WHA agrees to return the security deposit, less any deductions for costs indicated above within 20 days when he/she vacates.
 - e. The notice will be mailed to resident's last known address or to forwarding address if one was provided.

VI. UTILITIES AND APPLIANCES

As part of the rent the Authority will supply water and sewer service, except in scattered site units where residents may be charged for their actual water and wastewater use. In this case the utility allowance will include a monthly amount for water and wastewater charges.

- A. WHA Supplied Utilities: If indicated by an (X) on Part II, WHA will supply the indicated utility: water, sewer service, electricity, natural gas, heating fuel and trash collection. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a

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Commented [MR10]: WHA could consider increasing the scattered site utility allowances to cover water and wastewater. This is possible because these properties are individually metered for water. It is not possible at the big family developments.



cooking range and refrigerator. Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers or dryers may be installed and operated only with the written approval of the Authority. Monthly service charges will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Charges for Use of Appliances posted in the Manager's Office. The installation of an air-conditioner must be made in accordance with the Air Conditioner Installation Policy.

- B. Resident Paid Utilities: If Resident lives in a development where the Authority does not supply electricity, natural gas, or heating fuel, an allowance for utilities is established, appropriate for the size and type of dwelling unit. Resident will pay the actual utility bill directly to the utility supplier. The Total Tenant Payment less the allowance for utilities equals Resident Rent. If the allowance for utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Resident each month.

WHA may change the allowance at any time during the term of the lease, and will give Resident 60-days written notice of the revised allowance along with any resultant changes in Resident Rent or utility reimbursement. Families paying the flat rent will not receive an allowance for utilities since the cost of utilities paid by the tenant are already factored into the Flat Rent.

If Resident's actual utility bill exceeds the utility allowance, Resident will be responsible for paying the actual bill to the utility supplier. If Resident's actual utility bill is LESS than the utility allowance, Resident will receive the benefit of such savings.

- C. Resident Responsibilities: Resident agrees not to waste the utilities, including water, provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident will be charged for any water usage over 12 thousand gallons per quarter if the unit has a water meter.
- D. Resident with an individually metered unit agrees to maintain gas and electrical services in his/hername at all times.
1. Resident will sign a third party notification agreement so the WHA will be notified if the Resident fails to pay the utility bill.
 2. When a resident's failure to pay utilities results in the disconnection of service, the unit is deemed uninhabitable by the City of Wilmington's Department of License and Inspection and the resident will be notified by WHA that they have 24 hours to restore service.
 3. If the resident fails to have service restored, WHA will secure the unit, issue a 7-day violation letter and proceed with court action for summary possession of the unit on the 8th day. In the interim the resident will not be able to reside in

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the unit without utilities due to the health and safety issue this poses.

4. Management will inform the resident that they must remove any food from the refrigerator to avoid damages to the property. Food that remains will be disposed of by WHA and will result in charges to the resident.
5. If the unit is without heat as a result of the resident's failure to provide utilities between the months of October through April WHA will enter the unit and take precautionary measures to protect the property and/or have service turned on in WHA's name to prevent damages to the unit and/or neighboring units.
6. The resident will be responsible for charges incurred during this period. WHA will reconcile the amount owed to WHA for the consumption during the period covered by the resident.

VII. TERMS AND CONDITIONS OF OCCUPANCY

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

Commented [MR11]: I have broken this big paragraph down into sections based on content.

A. Use and Occupancy of Dwelling:

1. Resident shall have the exclusive right to the use and occupancy of the leased premises, provided however, that the premises may be used solely as a private dwelling for Resident and Resident's household members as identified in this Lease.
2. The Lease will not be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit.
3. Any person not identified in this Lease as a member of Resident's family may not be accommodated for more than five (5) days in any six (6) month period unless Resident makes prior written application to Management, stating the reasons for such accommodations, and obtains Management's prior written approval of such arrangements. Management's decision will be final.
4. Any person not identified in the Lease as a member of Resident's family occupying or using Resident's unit for any reason for a period longer than five (5) days without the consent of management will be deemed an unauthorized occupant. Failure of the Resident to remove an unauthorized occupant immediately upon the request of management will be a violation of the lease and will entitle management to any remedy appropriate under this Lease and/or the Delaware Landlord Tenant Code.

With prior written consent of WHA, members of the household may engage in legal profit making activities in the dwelling unit, where the WHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household.

5. Ability to Comply with Lease Terms: 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 cannot make arrangements for

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someone to aid him/her in complying with the lease terms, and WHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, then; WHA will terminate the Lease and assist Resident, or designated person(s), to find more suitable housing. If there are no family members or designated person who can or will take responsibility for moving the Resident, then WHA will work with the appropriate agencies to secure suitable housing during the notice period of lease termination.

6. Live-in aide is defined as a person who resides with an elderly, near-elderly and/or disabled person or persons and who:
 - a. Is determined by the Authority to be essential to the care and well-being of the person(s);
 - b. Is not obligated for the support of the person(s); and
 - c. Would not be living in the unit except to provide the necessary supportive services.
7. At the time of admission and at recertification, all Residents must identify the family member(s) to be contacted if they become unable to comply with the lease terms.

B. Annual Re-Determination of Rent, Dwelling Size, and Eligibility.

The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

1. For families paying an income-based rent, the WHA will conduct a recertification of family income and composition at least annually and must make appropriate adjustments in the rent after consultation with the family and upon verification of the information. When it is not possible to estimate projected family income or when a family reports no income, the Special Recertification clause as found in the Admissions and Continued Occupancy Policy will apply. Failure to abide by this provision shall be considered a lease violation.
2. For families whose sole source of income is "fixed" instead of regular annual recertifications, WHA will conduct a full recertification and in the succeeding two years will base annual income on the previous year's income adjusted by the "cost of living" increase in effect for that type of income. The following shall be considered "fixed" income: Social Security payments, Supplemental Security Income payments (SSI), and Temporary Assistance to Needy Families (TANF).
3. For families who choose flat rents, the WHA will conduct a recertification of family COMPOSITION at least annually, and must conduct a recertification of family INCOME at least once every three years.
4. For all families except those who qualify as exempt individuals as defined in 24 CFR 960.601, the WHA will determine compliance once each twelve months with

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the Community Service and Self-Sufficiency requirements of 24 CFR Part 960, Subpart F, which includes but is not limited to the performance of eight hours of community service each month, or participation in a self-sufficiency program for at least eight hours every month.

5. Resident agrees to supply the Authority, when requested, with accurate information about: household composition, age of household members, sources of income of all household members, assets, potential deductions from income, and related information necessary to determine eligibility, annual income, adjusted income, and rent.
6. WHA shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs. Should a resident disagree with the rental increase or appropriate dwelling size he/she may request a hearing in accordance with WHA's Grievance Procedure.
7. Failure by Resident to complete the recertification shall result in termination of resident's dwelling lease. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is posted in the Manager's Office.
8. Resident agrees to comply with procedures to disclose criminal history of all adult household members prior to the Annual Recertification.
9. All information must be verified. Resident agrees to comply with Authority's requests for verification by signing releases for third party sources, presenting documents for review, or providing other suitable forms of verification. Failure to supply such information when requested is a material violation of the terms of the Lease and is cause for lease termination.
10. Failure to provide complete, accurate and truthful information, especially as it relates to household annual income and family composition, is a violation of federal law and regulations and could result in lease termination and federal prosecution.

C. Interim Re-determination of Family Income, Composition, and Allowances:

1. Rent will be adjusted if the following occurs:
 - a. A person with income joins the household.
 - b. At the birth of a child, the additional income (if any) will be included at the same time the appropriate allowances are given, if applicable.
 - c. Resident reports a change in his/her circumstances that would justify an increase or decrease in rent (increases or decreases in income and/or

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- allowable expenses).
 - d. Federal law or regulation changes rent formulas or procedures.
 - e. Utility allowances are revised.
2. All changes in income, household composition and/or allowable expenses must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may be considered fraud and may result in a retroactive rent charge or further actions as deemed appropriate by the Authority.
- a. Rent Adjustments: Resident will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
 - b. An interim re-determination of rent will be processed within 30 days after notification to recalculate the rent. Decreases in rent will be effective the first day of the month following the reported change. Increases in rent are effective 30 days following the reported change. No interim will be processed unless it can be verified that the change in income will extend beyond a 30-day period.
 - c. A rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income shall be applied retroactively to the first of the month following the month in which the misrepresentation occurred, although the resident will be notified of the adjustment 30 days in advance of the charge. The Authority also reserves the right to pursue lease termination, civil and/or criminal action as deemed appropriate and acceptance of any rent payment does not constitute a waiver of this right.

D. Over-Income Residents

1. If, at either an annual recertification or an interim adjustment WHA finds that Resident's adjusted income exceeds the "Over-Income" limit established by HUD at 120 percent of Area Median Income adjusted for smaller and larger families, WHA shall inform Resident that if his/her adjusted income continues to exceed the Over-income limit for the next two consecutive annual recertifications that the resident must do one of three things:
- 1) Pay a rent based upon the full Housing Choice Voucher program Fair Market Rent for the unit: or
 - 2) Pay a HUD-determined rent based upon the total subsidy provided; or
 - 3) Move out of the unit in the next six months.

E. Transfers

1. Resident agrees that if WHA determines that the size or design of the dwelling

Commented [MR12]: This has been a HUD requirement since 2019



unit is no longer appropriate to Resident's needs, WHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

2. WHA may move a Resident into another unit if it is determined necessary to rehabilitate, demolish or dispose of Resident's unit.
3. If a Resident makes a request for special unit features in support of a **documented** disability and if such action would not result in an undue financial and administrative burden on the Authority, WHA shall have either modify Resident's existing unit or offer to transfer Resident to another unit with the features requested. The resident may refuse the transfer. All reasonable accommodation transfers may be refused by the resident with a disability.
4. Non disabled residents living in an accessible/adaptable unit will be required to move to another unit if a disabled resident or applicant requires the features of the unit.

Resident shall be required to move into the dwelling unit made available by WHA. Resident shall be given seven (7) business days to move after signing the new lease. A \$50 fee will be charged to the resident if the move is not completed within the time required. If Resident refuses to move, the Authority may terminate the Lease.

5. HUD's rules on occupancy require that every public housing unit have at least one resident per bedroom and no more than two residents per bedroom. Over/under housed residents required to transfer have the right to use the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been **completed**.
6. WHA will consider any Resident requests for transfer in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.
7. A high performing Resident may request a transfer to a scattered site unit. The Resident's current property manager will verify whether Resident meets the qualifications for such a transfer.
8. WHA will pay the moving costs for the following transfers:
 - a. Emergency transfers due to unit conditions rendering the unit uninhabitable;
 - b. VAWA transfers to move a VAWA victim to a safer location;
 - c. Modernization, redevelopment, demolition and disposition transfers
 - d. Reasonable accommodation transfers, both of residents with disabilities to units with features suitable to their needs and residents currently living in

Commented [MR13]: You cannot require that this request be written. Many people with disabilities may not be able to provide a written request. WHA must assist a resident with a disability

Commented [MR14]: Yes, people who are over-housed or over-crowded may grieve the transfer requirement, but the occupancy standards are not flexible and these moves are mandatory.



accessible units who do not need the accessibility features of the units.

9. Resident will pay the moving costs for Occupancy transfers due to over-housing (unit is too big for the Resident family) or over-crowding.

VIII. WHA OBLIGATIONS

WHA shall be obligated:

- A. To maintain the dwelling unit and the development in decent, safe and sanitary condition according to its obligations under the Delaware Landlord Tenant Code;
- F. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- G. To educate residents about the dangers of lead-based paint and notify residents of the presence of known lead-based paint and lead-based paint hazards.
- H. To notify residents of the results of any lead evaluation and/or lead reduction activities, protect residents when addressing lead-based paint hazards, respond to children with environmental intervention blood lead levels, conduct proper ongoing maintenance activities with lead-safe work practices, and, when necessary, perform lead hazard reevaluations;
- I. To make necessary repairs to the dwelling unit;
- J. To keep buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
- K. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by WHA;
- L. To provide and maintain appropriate receptacles and facilities for the removal of garbage and other waste from the premises. Residents housed in family developments and Scattered Sites will be issued garbage cans which must be stored at the rear of each unit;
- M. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection;
- N. To notify Resident of the specific grounds for any proposed adverse action by WHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When WHA is required to afford Resident the opportunity for a hearing under the WHA grievance procedure for a

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grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, the notice shall state that in accordance with the Grievance Procedure, the Resident has ten (10) days to request a hearing after the grievable event.
2. In the case of a proposed adverse action other than a proposed lease termination, WHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was requested in a timely manner) the grievance process has been completed.

- O. To provide reasonable accommodations for residents with disabilities.
- P. To avoid termination of leases for criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control if the resident or immediate member of the family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

IX. RESIDENT'S OBLIGATIONS

Resident shall be obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit.
 1. Not to provide accommodations to boarders or lodgers;
 2. Not to give accommodations to long-term guests (in excess of 5 days) without the written consent of WHA.
- B. To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purposes. This provision does not exclude the care of foster children or live-in care of a member of Resident's household, provided the accommodation of such persons conforms to the Authority's Occupancy Standards, and so long as WHA has granted prior written approval for the foster children, or live-in aide to reside in the unit.
- C. To abide by necessary and reasonable regulations developed by the WHA for the benefit and well-being of the housing community and Residents. These regulations are posted in a conspicuous manner in the Manager's Office and incorporated by reference in this Lease.
- D. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household as well as other residents of WHA.
- E. To keep the dwelling unit and other areas for Resident's exclusive use in a clean and safe condition. This includes keeping both front and rear entrances and walkways

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for the exclusive use of Resident free from snow, ice, and trash and keeping the yard free of debris and litter.

- F. To dispose of all household trash and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- G. To use only in a reasonable manner all utilities; including water, electricity, heating, ventilating, air conditioning, other facilities and equipment including elevators. In an effort to reduce energy costs, appliances and electronics should be turned off when residents are not home.
- H. There shall be no pools on WHA property nor should any resident hook up a hose to a faucet to provide children with a means of cooling off in the summer.
- I. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development.
- J. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, buildings, facilities, or common areas caused by Resident, household members or guests.
- K. To act, and cause household members or guests to act, in a manner that will:
 - 1. Not disturb other resident's peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all Authority developments in a decent, safe, and sanitary condition.
- L. To assure that no Resident, any member of the resident's family, or guests, engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of WHA's public housing premises by other residents or employees of WHA;
 - 2. Any violent or drug-related criminal activity on or off the premises; and abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - 3. Any criminal activity that results in the felony conviction of a household member, or;
 - 4. A violation of the WHA Firearms Policy.

Any criminal activity in violation of the preceding Section L shall be cause for lease termination and for eviction from the unit. (For the purposes of this Lease, the term drug related criminal activity includes the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act, [24 CFR 966.4(f)(12)] and Title 16 of the Delaware Code.)

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Any violation of Section L above is not subject to the grievance procedure as provided herein.

- M. To make no alterations, repairs, or redecorate the interior or exterior of the dwelling unit. To install no additional equipment or major appliances including wall mounted televisions without written consent of the Authority. To make no changes to locks or install new locks (including chain locks) on interior or exterior doors. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers is acceptable). Not to use contact paper, border or self-sticking mirrors. Use of shelf liner paper in the kitchen, bathroom or closets is permissible.
- N. To receive written consent from management prior to repainting the interior of the dwelling unit. The color of the paint may not be altered. Pending availability, residents may request paint for the interior of their dwelling unit after 5 years of residency. When painting the unit, the resident must not paint over electrical receptacles, light fixtures and/or sprinkler heads. Residents must take steps to prevent paint spillage and/or splattering. If, at any time during residency, the colors of the walls are altered or if contact paper, wall paper or border has been applied, the resident will be required to return the affected area to its original condition.
- O. To give Management prior notice in writing, if the dwelling unit will be unoccupied for any period exceeding one calendar week. Such notice will not render management responsible for any personal property left in or on the leased premises during Resident's absence.
- P. To act in a cooperative manner with neighbors and Authority staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner including but not limited to verbal threats, harassment of violent or sexual nature, threat of or actual physical harm or display of disorderly conduct toward neighbors and Authority staff.
- Q. Ownership, possession, transportation and use of firearms are governed by the Wilmington Housing Authority's Firearms and Weapons Policy.
- R. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials inside and outside dwelling units. To ensure that any resident, household member or guest does not remove, tamper with or disable smoke detectors or carbon monoxide detectors on the premises. To report to management immediately if any smoke detector or carbon monoxide detector in Resident's unit has sounded a false alarm and immediately report when a replacement battery is needed.
- S. To avoid obstructing entrances, exits, sidewalks, hallways, passages, elevators, or stairs; and to avoid using these for purposes other than going in and out of the dwelling unit.

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- T. To refrain from storing items in front of heater rooms and circuit breaker panels.
- U. To refrain from erecting or hanging satellite, radio or television antennas on or from any part of the dwelling unit; satellite dishes are prohibited on WHA property.
- V. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- U. To refrain from, and cause members of Resident's household or guests to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature unless the pet is approved by management. See Pet Policy incorporated in the Admissions and Continued Occupancy Policy for guidelines governing pet ownership in and on WHA properties.
- V. To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles on the lawns or in any right of way or fire lanes designated and marked by the Authority. Any inoperable or unlicensed vehicles will be removed from Authority property at Resident's expense. Vehicle washing and repairs are not permitted at WHA sites.
- W. To remove any personal property left on Authority premises when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than seven (7) days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former resident.
- W. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members, neighbors and WHA staff. **RESIDENT WILL NOTIFY THE AUTHORITY PROMPTLY OF THE NEED FOR REPAIRS TO HIS OR HER DWELLING UNIT**, and of unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Resident is responsible for reporting all property damage as a result of fire, flood, etc., within 24 hours of the incident. Resident's failure to report the need for repairs and/or property damage in a timely manner will be considered to contribute to any damage that occurs and can be cause for lease termination.
- X. Not to commit any fraud in connection with any Federal Housing Assistance Program and not to receive assistance for occupancy of any other unit assisted under any Federal Housing Assistance Program during the term of the Lease. A current Public Housing resident who has been issued a Section 8 Housing Choice Voucher must immediately notify the Public Housing staff and any debt must be cleared prior to the actual move. The Housing Choice Voucher staff will work with the Public Housing staff to ensure that the time frames for the move do not overlap to avoid paying subsidy at two units.
- Y. To promptly pay any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for

Commented [MR15]: Federal law permits people to have satellite dishes but you can require that they be mounted on moveable tripods rather than attached permanently to buildings or grounds.



such utilities.

- Z. To refrain from installing a waterbed except for documented medical reasons. Residents must obtain written approval prior to the installation and provide proof of insurance annually.
- AA. To acknowledge that all personal property placed in the leased premises, storage room, or in any other portion of the building shall be stored at the sole risk of the Resident. WHA shall not be held liable for the loss, destruction, theft or damages to such property, except if the above is the result of any acts or omissions, whether intentional or negligent on the part of WHA or the WHA's authorized representatives or agents. Resident is advised to obtain insurance to cover personal property.
- BB. To maintain the cleanliness of the resident's assigned yards/common areas on a daily basis. Failure to do so will result in a yard citation. The first citation will be a warning with no charge. Each subsequent citation will result in a charge of \$50. Three (3) or more yard citations within one (1) year will be grounds for lease termination.
- CC. To put trash at the curb on assigned days and remove trash cans from the curb on the same day as trash collection and store in the back of their units. Failure to do so will result in a yard citation as described above.
- DD. To repay the WHA for any \$50 fine incurred as a result of the City of Wilmington's Instant Ticketing program. Should you improperly dispose of trash or allow high grass, junk and debris to litter our property WHA as the landlord receives a citation with an instant fine of \$50. Three (3) or more Instant Ticketing violations received within one (1) year will be grounds for lease termination.
- EE. To refrain from and cause members of resident's household and guests to refrain from any activity prohibited by the City of Wilmington's Public Nuisance Ordinance. Points are assessed against a property when law enforcement action is exercised in response to a violation of law. If a WHA property is deemed a public nuisance WHA will have grounds to terminate the lease.
- FF. To certify via HUD Form 50066 in claiming eligibility for protection under the "Violence Against Women Act". This form requires a resident to identify the perpetrator and to certify that the actual or threatened incidents of abuse are legitimate. WHA will verify the pertinent facts.
- GG. To perform at least 8 hours per month of qualifying community service (as specified by WHA) unless the requirement is waived due to age, disability, or the fact that the adult is excused as a result of employment, attendance at an educational institution, or participation in a qualified training program.
- HH. To refrain from using basements in the Scattered Site units as living quarters. They

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are for storage purposes only.

- II. To refrain from permanently installing carpets. Area rugs are acceptable. In buildings with common hallways (high rises and mid rises) welcome mats must be placed inside the apartment.
- JJ. To refrain from using Emergency Exit doors as a means of routine egress from the building. Anyone observed using an emergency exit for other than the purpose intended for its use will be charged a fee of \$25 for each occurrence.

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

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

WHA Responsibilities:

1. The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident. If Resident, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to Resident. The Resident will be charged the actual cost incurred by WHA for repairs, which is either the cost of the insurance deductible or the cost of repairs.
2. WHA shall offer Resident a replacement dwelling unit of comparable size, if available, if necessary repairs cannot be made within a reasonable time. WHA is not required to offer Resident a replacement unit if resident, household members or guests caused the hazardous condition.
3. Resident shall accept any replacement unit offered by WHA.
4. If repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage.
5. If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident; and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

Resident Responsibilities:

1. Resident shall immediately notify the Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent.
2. Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

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XI. INSPECTIONS

Residents will be notified at least 48-hours in advance of the scheduled inspection for the inspection types listed below:

1. Uniform Physical Condition Standards Inspections
2. REAC Inspections
3. Housekeeping Inspections
4. Any other scheduled audit inspections

It is recommended that the resident or a representative be present for the inspection but it is not necessary.

- A. Move-In Inspection: The Authority and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. The Authority will note the condition of the dwelling unit, both inside and outside, and include any equipment provided with the unit. The Authority and Resident shall sign the inspection form and the original will be retained in Resident's file and a copy of the Move-in inspection form will be given to the Resident. The Authority, at no charge to Resident, will correct any deficiencies noted on the inspection report. WHA may take photos at the move-in inspection.
- B. Move-Out Inspection: The Authority will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to WHA.
- C. Uniform Physical Condition Standards Inspection: The Authority will conduct annual unit inspections utilizing the HUD required Uniform Physical Condition Standards (UPCS).
- D. Housekeeping Inspections: The Authority will inspect each unit to determine compliance with WHA's Housekeeping Standards:
 1. Annually in conjunction with the UPCS Inspections;
 2. When conditions in the unit are noted as failing to comply with the standards outlined in the Lease;
 3. When noted conditions become a health and safety hazard to staff and other residents;
 4. Once each month during the first quarter of residency for move-ins and quarterly for the remainder of the first year of occupancy;
 5. Quarterly for the first year when transferred.
 6. Weekly, monthly or quarterly at management's discretion.

Residents who fail housekeeping inspections will be given a 7-day notice to correct. Three (3) or more notices to correct within a year will be grounds for lease

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termination.

XII. ENTRY OF PREMISES DURING RESIDENCY

A. Resident Responsibilities:

1. Resident agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
2. When Resident calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when the Authority comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

B. Authority's Responsibilities:

1. WHA shall give Resident at least 48-hours written notice that the WHA intends to enter the unit. WHA may enter only at reasonable times.
2. The Authority may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. NOTICE PROCEDURES

- A. Resident Responsibility: Any notice to the Authority must be in writing, delivered to the Management Office or to the Authority's Central Office, or sent by prepaid first class mail, properly addressed.
- B. Authority Responsibility: Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first class mail addressed to Resident or by other method requested by a resident with disabilities.
- C. Any changes proposed in Part I or Part II of Lease must provide at least 30 days notice to Residents and resident organizations setting forth proposed changes and providing an opportunity to submit comments. Comments submitted shall be considered by the WHA before formal adoption of any new Lease.

XIV. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the

Commented [MR16]: Since you are not using certified or registered mail I have removed this paragraph. There is nothing wrong with First Class mail.



Authority and Resident:

- A. This Lease may be terminated for serious or repeated violations of material terms of the Lease, or failure to fulfill Resident obligations set forth in Section IX and other terms and conditions herein, or for other good cause.

Responsibility of Head of Household – Without in any way limiting any other provision of this Lease, head of household understands that this Lease may be terminated for any serious violation of this Lease by him/her, any member of his/her household, by any guest or other persons under the resident’s control (control, in that the resident has permitted access to the premises).

Such serious or repeated violations of terms **shall include but not be limited to:**

1. The failure to pay rent or charges in addition to rent when **due**;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges (i.e.: maintenance charges) due by the fifth working day of the month. Four (4) late payments within a 12-month period shall constitute repeated late payment;
3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; or causing the utilities to be shut off for non-payment;
4. Intentional misrepresentation of household income, assets, qualification for **deductions**, or composition;
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income, deductions or composition needed to process an annual recertification, a special recertification or an interim re-determination;
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any site and/or failure to report incidents of property damage;
7. Repeated lease violations such as, but not limited to, allowing unauthorized persons to live in the unit, allowing guests to be unescorted in common areas of the high-rise and mid-rise buildings or defacing the property. Up to three (3) notices shall constitute repeated lease violations;
8. Drug related criminal activity engaged in on or off the premises by any resident, member of the resident’s household or guest, and any such activity engaged in on the premises by any other person under the resident’s control. Additionally, the WHA may evict a family when it is determined that a household member is illegally using a drug or when the WHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents and WHA staff;

Commented [MR17]: It’s wise to use the terminology from the regs and this lease.

Commented [MR18]: Lying about deductions is just as bad as lying about income or family composition. All these lies affect both eligibility and rent charged.



9. A resident fleeing to avoid prosecution, custody or confinement after conviction for a crime, or the attempt to commit a crime that is a felony under the laws of Delaware or the State to which the individual flees; or violating a condition of probation or parole imposed under Federal or State law.
 10. Committing criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction; Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of WHA's public housing premises by other residents, or any drug related criminal activity on or off the premises, and alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 11. Deadly weapons, dangerous instruments or illegal drugs or drug paraphernalia seized on or off WHA property by a law enforcement officer, or employee, agent or representative of WHA;
 12. Any fire on Authority premises caused by carelessness, failure to supervise children or inattentive/unattended cooking. Up to three (3) incidents of inattentive/unattended cooking will result in lease termination;
 13. Failure of a family member to comply with the Community Service Requirement will result in ineligibility for continued occupancy and termination of residency at the end of the second twelve month base term (see Admissions and **Continued** Occupancy Policy);
 14. Discovery of material false statements or fraud by the resident in connection with application for assistance or with recertification;
 15. Repeated yard citations for failing to keep yard and area around dwelling unit clean and failing to have WHA approved receptacles for trash and garbage storage. Up to three (3) such notices shall constitute repeated lease violations;
 16. Repeated Instant Ticketing violations from the City of Wilmington. Up to three (3) such violations shall constitute repeated lease violations;
 17. Failure to sign a revised Lease and/or Lease Addendum;
 18. Immediate termination if the WHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 19. Failure to comply with completion of the HUD Form 50066 will negate protections afforded to victims of domestic violence, dating violence, **stalking** or sexual assault.
- B. The Authority shall give written notice of the proposed termination of the lease:

Commented [MR19]: I fixed this in the ACOP. When a non-exempt family member fails to comply with Community Service rules you cannot refuse to renew the lease or terminate the tenancy until the end of the second year of non-compliance.

Commented [MR20]: Sexual assault has been added to the VAWA definitions

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1. 14 days in the case of failure to pay rent;
 2. 7 days notice, and an opportunity to correct the violation, will be given for violation of rules or covenants which are material to this rental agreement;
 - a. If the resident violation can be remedied by WHA, as by cleaning, repairing, replacing a damaged item, or the like, WHA may remedy the violation and bill the resident for the actual and reasonable cost of such remedy. This bill shall be due and payable immediately upon receipt.
 - b. If the resident's violation constitutes a material breach of an obligation imposed upon residents by a municipal, county or state code, ordinance, or statute, WHA may terminate the rental agreement and bring a summary proceeding for possession.
 3. A reasonable time considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other residents or WHA employees is threatened;
 4. 30 days in any other case.
- C. The Notice of Termination:
1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to respond to the action, and of Resident's right to examine WHA documents directly relevant to the termination or eviction. Responses may be made either orally or in writing. Oral responses shall be made in person or by phone. Written responses shall be mailed or hand-delivered to the manager's office for the applicable development.
 2. WHA is required to offer Resident the opportunity for a grievance hearing in cases involving adverse action (see exclusions Section B of WHA's Grievance Procedure), the notice shall also inform Resident of the right to request such a hearing in accordance with the WHA's grievance procedures.
 3. Any notice to vacate which State or local law requires may be combined with, or run concurrently with, the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Resident fails to vacate the premises within the applicable statutory period, appropriate action will be brought against resident, and resident may be required to pay court costs and attorney's fees.
 4. When WHA is required to offer Resident the opportunity for a grievance hearing under WHA's grievance procedure for a grievance concerning the lease termination, the residency shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.



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5. When WHA is not required to offer Resident the opportunity for a hearing under the grievance procedure the notice of lease termination shall:
 - a. State that Resident is not entitled to a grievance hearing on the termination; and
 - b. Specify the judicial eviction procedure to be used by WHA for eviction and state that HUD has determined that this eviction procedure provided the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - c. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [24 CFR 966.4(l)(3)(v)].
 6. WHA may evict Resident from the unit only by bringing a court action.
- D. Resident may terminate this Lease at any time by giving 30 days written notice.
- E. In deciding to evict for criminal activity, WHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, WHA may permit continued occupancy to remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. WHA may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- F. When WHA evicts a Resident from a dwelling unit for criminal activity the WHA shall notify the local post office serving that dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. WAIVER

No delay or failure by the WHA in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. The acceptance of rent from a resident after termination proceedings have commenced does not constitute a waiver of any of WHA's rights to pursue the lease termination.

XVI. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all resident families.

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- A. Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Residents. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the Authority will issue a seven (7) day notice advising the Resident in writing if he/she fails to comply with the standards. The Authority will advise Resident of the specific correction(s) required to establish compliance. Within a reasonable period of time (not to exceed two weeks), the Authority will schedule a second inspection. If the resident's housekeeping continues to fall below the established standard, the resident will be scheduled for a third and final housekeeping inspection. No improvement shown by the third inspection will result in lease termination.
- B. Resident responsibility: Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards resulting in the creation of a threat to health or safety is a violation of the lease terms and can result in eviction. All residents must cooperate with WHA's mandatory extermination program.
- C. Housekeeping Standards: Inside the **Unit**

General:

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors: should be clean, clear, dry and free of hazards. Phone cords and cable wires should not be running across any walkway as it poses a tripping hazard.
3. Pathways throughout the unit should be free of excessive furniture, debris and/or collectables. Individuals should be able to move about the unit with ease.
4. Ceilings: should be clean and free of cobwebs.
5. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
6. Woodwork: should be clean, free of dust, gouges, or scratches.
7. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work. Posting offensive and threatening notes or flyers on entry doors is prohibited.
8. Heating units: should be dusted and access uncluttered.
9. Trash: shall be disposed of properly and not left in the unit.
10. Entire unit should be free of rodent or insect infestation.

Kitchen:

1. Stove and backsplash: should be clean and free of food and grease.
2. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
3. Cabinets: should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
4. Exhaust fan and range hood: should be free of grease and dust.

Commented [MR21]: I recommend explicit housekeeping standards so folks know what is expected. These standards were developed by WHA's citywide tenant council in 1986

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5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
3. Exhaust fans: should be free of dust.
4. Floor should be clean and dry.

Storage Areas:

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site developments only. Some standards apply only when the area noted is for the exclusive use of Resident:

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean, and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lots (high rises and mid rises): should be free of abandoned cars. No car repairs should be made in the lots.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use. Any dryer installed with permission from management in the family developments and/or Scattered Site units must have a moisture box.
10. Utility rooms and/or basements: should be free of debris, motor vehicle parts, and flammable materials. A basement is not to be used as a sleeping facility. All items stored in the basement should be stored neatly and should pose no hazards.
11. Trash containers: must be present, have a lid and be stored in the rear of the unit unless it is moved to the curb for scheduled trash pick-up.

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XVII. GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Resident and WHA shall be resolved in accordance with the Grievance Procedure.

A. Definitions applicable to the grievance procedure:

1. **Grievance:** Any dispute which a Resident may have with respect to WHA action or failure to act in accordance with respect to the individual Resident's Lease or WHA's regulations which adversely affect the individual Resident's rights, duties, welfare or status.
2. **Complainant:** Any Resident (as defined below) whose grievance is presented to WHA (at the management office) in accordance with the requirements presented in this procedure.
3. **Elements of Due Process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the Resident to be represented by counsel;
 - c. Opportunity for the Resident to refute the evidence presented by WHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - d. A decision on the merits.
4. **Hearing Officer:** An impartial person appointed by the Authority, other than a person who made or approved the Authority action under review, or a subordinate of that person.
5. **Resident:** The adult person (or persons) (other than a live-in aide):
 - a. Who resides in the unit, and who executed the Lease with WHA as lessee of the dwelling unit, or, if no such person now resides in the unit;
 - b. Who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
6. **Resident Organization:** An organization of residents, which also includes a resident management corporation.

B. Applicability of this grievance procedure:

1. In accordance with the applicable Federal regulations this grievance procedure shall be applicable to all individual grievances (as defined in Section A above) with the exception of any termination of tenancy or proposed eviction which involves or arises from:
 - Any criminal activity that threatens the health, safety or right to peaceful

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- enjoyment of the premises by other residents or employees of WHA, or
- Any violent or drug-related criminal activity on or off such premises; or
 - Any criminal activity that resulted in felony conviction of a household member.
2. WHA grievance procedure shall not be applicable to disputes between Residents not involving WHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the WHA's Board of Commissioners. This grievance procedure is incorporated in all Resident Dwelling Leases and will be furnished to each Resident and all resident organizations.
 3. Any changes proposed in this grievance procedure must provide at least 30-days notice to Residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the WHA before any revisions are made to the grievance procedure.
- C. Informal Settlement of a Grievance [24 CFR 966.54]
1. Any grievance must be personally presented, either orally or in writing, to WHA's central office or the management office of the development in which the complainant resides within ten (10) days after the grievance occurred.
 2. As soon as the grievance is received management will review it. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to WHA's grievance procedure and provide an explanation why.
 3. If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten (10) working days to meet so the grievance may be discussed informally and settled without a hearing.
 4. At the informal hearing the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.
 5. Within five (5) working days following the informal discussion, WHA shall prepare and either give or mail to Resident a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons; therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Resident's file. The summary of the informal discussion will be sent Certificate of Mailing.



D. Formal Grievance Hearing

1. If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Resident resides no later than five (5) working days after the summary of the informal hearing is received. A receipt signed by the complainant, Certificate of Mailing, and/or a return receipt for delivery of Registered or Certified Mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion.
2. The written request shall specify:
 - a. The reasons for the grievance; and
 - b. The action or relief sought from WHA.
3. If the complainant requests a hearing within the required time, WHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, WHA and the hearing officer, but in no case later than ten (10) working days after WHA received the complainant's request.
4. If the complainant fails to request a hearing within five (5) working days after receiving the summary of the informal hearing, WHA's decision rendered at the informal hearing becomes final and WHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure (i.e., health, family emergencies, etc.).
5. Failure to request a grievance hearing does not affect the complainant's right to contest WHA's decision in a court hearing.

E. Selecting the Hearing Officer

A grievance hearing shall be conducted by a Hearing Officer who shall be an impartial person appointed by the WHA after consultation with resident organizations, as described below:

1. WHA shall nominate a slate of impartial persons to sit as hearing officers. Such persons may include WHA Board members, WHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.
2. WHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.
3. Nominees will be informed that they will be expected to disqualify themselves

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from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

4. Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.
5. A slate of potential hearing officers nominated by the WHA shall be submitted to WHA's Resident Advisory Board. Written comments from the RAB shall be considered by WHA before the nominees are appointed as hearing officers.
6. When the comments from the RAB have been received and considered, the nominees will be informed that they are WHA's official grievance hearing committee. WHA will subsequently contact committee members in random order to request their participation as hearing officers.

F. Escrow Deposit Required for a Hearing Involving Rent

1. Before a hearing is scheduled in any grievance involving the amount of rent which WHA claims is due under this Lease, the complainant shall pay to WHA an amount equal to the rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account until the complaint is resolved by decision of the hearing officer.
2. This requirement will not be waived by WHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self sufficiency requirements. In these cases only, rent need not be escrowed.

G. Scheduling Hearings

1. When a complainant submits a timely request for a grievance hearing, WHA shall promptly appoint a hearing officer and the hearing officer will promptly schedule a hearing at a time and place reasonably convenient to both the complainant and WHA. A written notification, specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate WHA official within ten (10) working days of the date of the appointment of the hearing officer.

H. Procedures Governing the Hearing

The hearing shall be held before the designated hearing officer as described above in Section E. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine any WHA documents before the hearing, including records and regulations that are directly relevant to the hearing.

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The Resident shall be allowed to copy any documents related to the hearing at a cost of \$.15 per page. The charge shall be established according to actual cost to WHA to make the requested copies.

If WHA does not make the documents available for examination upon request by the complainant, WHA may not rely on such documents at the grievance hearing.

2. The resident has a right to be represented by counsel or other person chosen as the Resident's representative and to have such person make statements on the Resident's behalf.
3. The right to a private hearing unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by WHA or site management, and to confront and cross-examine all witnesses upon whose testimony or information WHA or site management relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.
 - a. The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
 - b. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, WHA must sustain the burden of justifying WHA action or failure to act against which the complaint is directed.
 - c. The hearing officer shall conduct the hearing informally. Oral or written 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 proceedings.
 - d. The hearing officer shall require WHA, 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 to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 - e. The complainant or WHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
 - f. WHA must provide a reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Resident is visually impaired, any notice to the Resident that is required under this procedure must be in an accessible format.

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g. If the hearing officer fails to disqualify himself/herself as required in Section E of this procedure, WHA will remove the hearing officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing officer.

I. Failure to Appear at the Hearing

1. If the complainant or WHA fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days, or may make a determination that the party has waived the right to a hearing.
2. Both the complainant and WHA shall be notified of the determination by the hearing officer provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest WHA's disposition of the grievance in court.

J. Decision of the Hearing Officer

1. The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and WHA.
2. The WHA shall retain a copy of the decision in the Resident's folder. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by WHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.
3. The decision of the hearing officer shall be binding on WHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless WHA's Board of Commissioners determines within ten (10) working days, and promptly notifies the complainant of its determination that:
 - a. The grievance does not concern WHA action or failure to act in accordance with or involving the complainant's lease or WHA regulations, which adversely affects the complainant's rights, duties, welfare or status.
 - b. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and WHA.
 - c. A decision by the hearing officer or Board of Commissioners in favor of WHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may thereafter be brought in the matter.

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RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE (Parts I and II) HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREE TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

THE WHA ADMISSIONS AND CONTINUED OCCUPANCY POLICY IS HEREBY INCORPORATED BY REFERENCE AND IS POSTED IN THE MANAGEMENT OFFICE AND WILL BE MADE AVAILABLE UPON REQUEST.

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THE DANGER OF LEAD POISONING TO HOMEOWNERS & RENTERS

This housing or apartment was built before 1978. There is a possibility that it may contain lead paint. Lead paint is poisonous if eaten. Many children do eat paint flakes and frequently become very sick. You as a parent are in the best position to safeguard your child's health by preventing him or her from eating paint or paint chips. This information will answer some of your questions about how to know if your child has been eating lead paint and what to do.

Lead poisoning is a serious problem in this country. Each year thousands of children less than 7 years of age are poisoned when they eat bits of paint containing lead. Children who eat lead can become mentally retarded, blind, paralyzed, or even die. You can safeguard your child's health by preventing him/her from eating paint chips that may contain lead. The Department of Housing and Urban Development has prepared this information to make you aware of the problem of lead paint poisoning in the home.

As a parent, you need to know how to prevent the sickness lead paint can cause. You need to know what to do if your child has lead poisoning.

Your child can get lead poisoning by eating paint, dirt, dust, newspaper, or other non-food items containing lead. The most common cause of lead poisoning is lead-based paint. Children can get dangerous amounts of lead from eating even very small amounts of such paint. Unfortunately, usually there are no obvious signs of lead poisoning. Often lead poisoning can seem like a number of other childhood diseases, but if your child has stomach aches and vomiting, headaches, a loss of appetite, is cranky, or frequently is too tired to play, he may have lead poisoning. Any or all of these symptoms can be signs of lead poisoning. Often, there are no symptoms at all if anyone tells you that your child has eaten paint chips or plaster, or if you see any of these signs in your child, he should be tested for lead in his blood as soon as possible. Do not wait too long! Your doctor, local clinic, hospital, or public health department can test your child for lead poisoning. Blood samples can be taken and tested to tell if your child has eaten enough lead to be harmful. In many communities the local health department operates blood-screening programs, but screening is usually conducted in other areas of cities where lead-based paint and poisoning is most common. Testing for lead takes only a matter of minutes.

Blood screening programs are usually free and will test children for lead even if they show no symptoms of poisoning and have not been seen eating paint. The Department of Health, Education, and Welfare and local health departments support a number of blood screening programs. If you are unaware of a screening program in your area, call your public health nurse or social worker at the local health department. If there are no screening programs in your city and you cannot afford testing, the Medicaid program may pay for screening of children both below six years of age and above the age of six, if a doctor says that testing is necessary.

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If tests show that your child has a high level of lead in his blood he will need medical supervision and possibly treatment. If treatment is necessary, your doctor, a local clinic, or hospital will be able to remove the lead in his blood. If tests show that your child has a lot of lead in his blood, the local health department may send someone to measure the lead paint in your home. Standards for treatment of lead hazards in housing vary from city to city. Follow the directions and guidance of your local health department.

Lead paint is not the only cause of lead poisoning. Young children put many things besides food in their mouths, but if those objects contain lead, poisoning is possible. Your child can get lead poisoning from eating or chewing on non-food items which contain lead, including dirt, newspaper, and even some pottery, and furniture. Even common household dust sometimes contains high levels of lead. Lead paint, which has weathered and fallen to the ground, can collect in dust and soil. Exhaust from automobiles which use leaded gasoline also contains lead, which can collect in dust and soil. Children should be discouraged from playing in dust and dirt near busy streets where the lead content in soil is likely to be heaviest.

You should stop your child from eating or chewing paint and other objects that may contain lead. Warn your child of the dangers of eating anything other than food if he/she is old enough to understand. Make sure that the rest of your family and anyone who baby-sits for you are aware of the lead paint problem and will prevent your child from eating paint. Often children will eat things if they are bored or hungry. Children are safer if they have activities or toys to keep them busy. If your child is not eating properly, you may want to take him to a doctor.

The best way to prevent lead paint poisoning is to keep your home in good shape. The primary source of the lead paint hazard is peeling and flaking paint. Water leaks from faulty plumbing or defective roofs often cause paint to peel or flake from walls and ceilings. Quick repair of such leaks can prevent this.

To prevent peeling paint, most housing units should be repainted every three to five years. Any loose or flaking paint should be removed by scraping or brushing. Cracked walls should be re-plastered before new paint is applied, if your walls are cracking or peeling now, you may have a lead paint hazard. If you have small children there are some things you should do immediately to protect them: (1) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, and ceilings; (2) sweep up all the pieces of paint and plaster; (3) put the sweepings in a paper bag or wrap them in newspaper and put these packages in a trash can; (4) be careful not to leave paint chips on the floor. Always keep the floor clear of loose bits of paint and plaster by sweeping the floors clean of paint off walls. Be cautious about keeping loose paint from the lower part of walls where your child can reach. As an emergency measure to protect your child, you can cover up the lower part of walls with adhesive backed paper tape or paper and you may also move heavy furniture against walls with peeling paint.

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