

PARKSIDE APARTMENTS DWELLING LEASE

SECTION 8 NEW CONSTRUCTION

1. IDENTIFICATION OF THE PARTIES AND DWELLING UNIT

- a. The Community Development Authority of the City of Madison, Wisconsin (CDA), leases to (Tenant/s), the premises located at: , Apt. No.
- b. The premises for the use and occupancy of Tenant must be Tenant's principal residence, and are to be occupied only by Tenant and the following named household members:
(Head)
(and no others)
- c. Tenant agrees that no other person shall live in the premises without written permission from CDA or in violation of Section 7.b. of this Lease and that violation of this Lease shall be cause for termination of this Lease.

2. TERM AND RENEWAL

The initial term of this Lease shall be one (1) year beginning on , and ending on . After the initial term ends, this Lease will continue for successive terms of one month each unless terminated as provided in Section 13 of this Lease.

3. RENT PAYMENTS

- a. Amount and Due Date of Partial Rental Payment at Initial Occupancy:
If the first day of occupancy is other than the first day of the month, Tenant shall pay rent of \$ in advance of the first day of occupancy.
- b. Amount and Due Date of Rental Payments:
Tenant shall pay \$ in advance on or before the first day of each month beginning . The Contract Rent shall be per month. Of the Contract Rent, \$ shall be payable to CDA as an Assistance Payment by the Wisconsin Housing and Economic Development Agency (WHEDA) on behalf of the Tenant, and \$ shall be paid by the Tenant. Tenant understands and agrees that WHEDA receives the Assistance Payment from the U.S. Department of Housing and Urban Development (HUD), and that as a result of the Assistance Payment, Tenant will pay only the Tenant Rent.
- c. **Tenant shall mail rent to Community Development Authority, PO Box 2093, Madison, WI 53701-2093. Any payments made by cash or in person must be made at the City Treasurer's Office, City-County Building, Rm 107, 210 Martin Luther King Jr Blvd, Madison, Wisconsin.**
- d. A \$25 late payment charge to cover administrative expenses shall be due for rent payments not received by CDA by the fifth day of the month. Such late payment charges shall be due two weeks after CDA gives Tenant written notice of the charges.
- e. Changes in Rent:
Contract Rent and Tenant Rent will be subject to change by reason of changes in the Tenant's family income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD-established schedules and criteria; or by reason of adjustment by WHEDA of any applicable Utility Allowance; or by reasons of changes in program rules. Any such change will be effective as of the date stated in a notification to the Tenant. Any change in rent made as a result of a re-examination shall be effective pursuant to Sec.9.d. of this Lease.

4. SECURITY DEPOSIT

- a. Tenant shall pay a security deposit of \$ by money order or certified check on or before taking possession of the premises.

- b. Tenant shall leave the premises in as overall clean condition as when tenancy commenced, excepting ordinary wear and tear. The security deposit shall be refunded to Tenant after vacating, less the cost for repairing any Tenant damage, waste or neglect of the premises or the nonpayment of rent for which Tenant is legally responsible. If the Tenant disagrees with the CDA concerning the amounts deducted from the security deposit, the Tenant will have the right to present objections to the CDA in an informal meeting.
- c. CDA shall, within twenty-one (21) days after the latter of termination of the tenancy and restoration of premises to CDA, return in person or by mail, to Tenant or Tenant's last known address if a forwarding address is not provided to CDA, either:
 - (1) The full security deposit; or
 - (2) A written itemized statement showing the specific reason or reasons for the withholding of the deposit or any portion of the deposit, applicable receipts and estimates including the necessary hours and the wage rates for the work done or to be done. CDA shall not be held responsible for the inability of the Post Office to complete delivery of a first class letter.
- d. The security deposit shall not be used to pay rent or other charges while Tenant is in occupancy.

5. UTILITIES

Tenant agrees to not waste or use an excessive amount of CDA-provided utilities. CDA shall not be responsible for failure to furnish utilities by reason or cause beyond its control.

CDA agrees to provide and pay for heat, water and sewer and hot water at 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822 and 824 West Washington Avenue, Madison, Wisconsin. Tenants of these addresses shall obtain and pay for electricity service. A Utility Allowance (shown on Certification and Recertification of Tenant Eligibility) is deducted from Gross Rent in recognition of electricity service which is payable by Tenants of these addresses as it is billed. Because an allowance in Gross Rent is given for electricity, Tenant's failure to promptly pay electricity bills shall be deemed to be non-payment of Tenant Rent.

CDA agrees to provide and pay for heat, electricity, water and sewer and hot water for all apartments at 245 South Park Street, Madison, Wisconsin. For all apartments at 245 South Park Street, Contract Rent does not include those items listed below for which an additional charge per month may be collected.

	<u>AMOUNT</u>
Tenant-installed air conditioner	\$5 per month (\$60/year)
Additional Tenant refrigerator or freezer	\$3 per month (\$36/year)

CDA certifies that WHEDA has authorized CDA to collect the above listed charges and that the amounts do not exceed the amounts authorized by HUD and WHEDA.

6. CDA AGREES

- a. To maintain in good and safe working order and condition, and to make necessary repairs in reasonable time to electrical, plumbing, heating, ventilating, sanitary, and other facilities and appliances supplied or required to be supplied by CDA.
- b. To maintain project buildings, facilities and common areas (including snow removal and lawn care), not otherwise assigned to Tenant for maintenance and upkeep, in a safe and sanitary condition.
- c. To provide water softener salt and furnace filters.
- d. To comply with requirements of applicable building, health, fire and housing codes, and HUD regulations affecting health, safety and property.
- e. To post in the Management Office a current list of average charges for typical services, repairs and replacements. Labor charges are higher for work performed on evenings, holidays and weekends.
- f. If repairs of defects hazardous to life, health, safety or property are not made, or temporary alternative accommodations are not offered to Tenant within a reasonable time of Tenant's reporting same to CDA, and it was within CDA's ability to correct the defect or obtain the correction thereof, then Tenant's rent shall abate during the entire period of the existence of such defect while residing in the unrepaired dwelling. Rent shall not abate if Tenant rejects reasonable alternative temporary accommodations, or if Tenant failed to

promptly report the defect to CDA, or if the damage was caused by Tenant, Tenant's guests, invitees or a member of Tenant's household.

- g. To provide and maintain adequate containers for garbage, trash, recyclables and other waste removed from the premises by Tenant, except containers for the exclusive use of an individual Tenant.
- h. To post in the Management Office copies of all rules, regulations, schedules and other documents referenced in this lease, and to make these available to Tenant.
- i. To inspect the premises with Tenant or Tenant's representative before Tenant takes possession, and to give Tenant a copy of a written statement signed by both CDA and Tenant describing the condition of the premises, its equipment and appliances.
- j. To inspect the premises when Tenant moves out, and to give Tenant a written statement of charges, if any, for repairs. Tenant may be present during this inspection.
- k. To allow Tenant to inspect Tenant's file with reasonable advance notice.

7. TENANT AGREES

- a. Not to assign, sublease or transfer possession of the premises or the lease, or to provide accommodations for boarders or lodgers.
- b. To use the premises solely as a private dwelling for Tenant and Tenant's household members as identified in Section 1.b. and not to use or permit its use for any other purpose. Tenant's guests or visitors may not reside in the premises for more than one week unless Tenant has received prior written consent of CDA. "Guest" or "visitor" means a person who has a verified residence elsewhere. With prior written consent of CDA, foster children or a live-in aide for Tenant or a member of Tenant's household may reside in the premises.
- c. To notify CDA as soon as is practical of any needed maintenance or repairs or need for extermination of insects or rodents within the leased premises or any unsafe conditions on the premises or grounds.
- d. To allow entry to exterminators and to properly prepare the premises for extermination treatment as required by CDA, and to pay all charges assessed by CDA for improper preparation or refusal of entry. Such charges shall be due two weeks after CDA gives written notice to Tenant of such charges.
- e. To follow the rules and regulations established by CDA Tenant Handbook. Said rules and regulations and Tenant Handbook are hereby adopted by reference and made part of this lease agreement. Tenant further agrees to notify all household members, guests and invitees regarding the rules and regulations, the contents of the Tenant Handbook and these lease provisions as they may relate to the conduct of said household members, guests and invitees.
- f. That Tenant, any member of Tenant's household, guests, or other persons under Tenant's control, shall not engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the CDA's public housing property by other CDA residents, employees or contractors.
- g. That Tenant and any member of Tenant's household shall not engage in any drug-related criminal activity on or off the premises, and that Tenant's guests or other persons under Tenant's control shall not engage in any drug-related criminal activity on or within five hundred (500) feet of CDA-owned property.
- h. To maintain in safe and sanitary condition the dwelling unit, leased premises, supplied facilities and equipment. To dispose properly and promptly of all garbage, rubbish, recyclables and other waste from the premises in a sanitary and safe manner.
- i. To pay promptly charges assessed against Tenant for the cost of repair of damages to the leased premises or any other CDA owned property caused by Tenant, Tenant's household members, guests or invitees and for charges assessed against Tenant for cost of maintenance tasks performed by the CDA and which Tenant agreed to provide but failed to perform. Maintenance and repair charges shall be due two weeks after CDA gives written notice to Tenant of the charges.
- j. To refrain from and cause household members, guests and invitees to refrain from destroying, defacing, damaging or removing any part of the premises, or any other CDA owned property.

- k. Not to alter or redecorate the premises, or any building or grounds without prior written consent of CDA, including painting or attaching floor or wall coverings with adhesive or other permanent means. Tenant shall not add locks or change locks; change or remove CDA appliances; install wallpaper, adhesive stickers, or contact paper; attach awnings, antennas, or aerials; attach or place any signs or placards on the buildings, project areas or project grounds.
- l. Not to misuse property owned by CDA and provided for use by Tenant and to use in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating, air conditioning, elevators and other facilities and equipment. Tenant shall not permit nonresidents to use CDA provided laundry or storage facilities.
- m. To conduct himself/herself and cause Tenant's household members and other persons who are on the premises with Tenant's consent to conduct themselves in a manner which will not disturb the other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining CDA-owned property in a safe and sanitary condition.
- n. To comply with the CDA's Parking Policy, as outlined in the Tenant Handbook, and to not park more than one vehicle per apartment on CDA property.
- o. To refrain from using the premises or any other CDA-owned property for unlawful or other activity which impairs the physical or social environment of the neighborhood.
- p. To comply with requirements of applicable building codes, zoning codes, housing codes, health codes, fire codes, and HUD regulations affecting health, safety and property.
- q. Not to allow any animals on CDA owned property except pet fish and one pet caged bird, or as in accordance with CDA's pet policy.
- r. Not to set up any waterbed, except with written approval of CDA.

802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822 AND 824 WEST WASHINGTON ONLY

- s. To replace furnace filters once each month during the heating season (filters provided by CDA).
- t. To check water softener monthly and fill with softener salt as needed (salt provided by CDA).

8. ENTRY OF PREMISES

Tenant agrees that an authorized representative of CDA will be permitted to enter Tenant's premises to examine its condition, to make improvements or repairs, or to show the premises for re-leasing. The CDA representative may enter only during reasonable hours with Tenant's permission, or after at least forty-eight (48) hours notice in writing of the date and purpose; provided, however, that CDA shall have the right to enter the premises without prior notice if CDA reasonably believes entry is necessary to preserve or protect the premises from damage or if CDA reasonably believes an emergency exists involving threats to health or safety of persons or property. In the event that Tenant and all adult household members are absent from the premises at the time of entry, CDA will, prior to leaving the premises, leave a written statement on the premises specifying the date, time and purpose of such entry.

9. REDETERMINATION OF ELIGIBILITY, RENT AND DWELLING SIZE

a. Annual Re-examinations

Annually as required by CDA, Tenant agrees to furnish accurate information to CDA as to family composition, citizenship, eligible immigration status, employment, and income from all sources for use by CDA to determine eligibility for continued occupancy, re-determination of rent, and appropriateness of dwelling size. These determinations will be made in accordance with the approved Admission Policy available in the Management Office.

All adult members of the household must accompany the head of household to the annual re-examination interview. Non-appearance by any adult household member at such interview is grounds for termination of this lease.

If Tenant's family composition no longer conforms to the Occupancy Standards listed in the Admissions Policy, Tenant agrees to transfer to appropriate size unit within 30 days of notification that an appropriate unit is available.

b. Interim Reexaminations

Rent, as stated in Section 3 or as adjusted by written amendment to this lease, will remain in effect for the period between annual reexaminations unless a change in household income, household composition, or exceptional medical or unusual expenses occurs which would change the rent in accordance with the approved Admissions Policy. All changes, whether resulting in an increase or decrease in income or family composition, must be reported in writing to CDA within 10 days of when Tenant becomes aware that such change will occur. The failure of any adult household member to report any change in income or family composition to CDA is grounds for termination of this lease.

c. Fraud and Misrepresentation

If it is found that Tenant has failed to report changes in circumstances, or has misrepresented to CDA the facts upon which rent is based, so that the rent being paid is less than Tenant should have been paying, then the increase in rent shall be made retroactive in accordance with Section 9.d.(3). Misrepresentation to CDA or failure to report such changes may also result in termination of this lease and may subject Tenant to penalties available under state or Federal law, which may include imprisonment and/or fines.

d. Rent Changes

- (1) In the event that a rent adjustment is required, CDA will mail or deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 10.
- (2) In the case of a rent decrease, the rent adjustment will become effective as of the first day of the month following receipt by CDA of Tenant's written notice of any change in household income or composition.
- (3) In the case of a rent increase, the rent adjustment will take effect the first day of the second month following the reexamination. However, if the rent increase results from a finding of misrepresentation or failure to report by Tenant, CDA will apply any increase in rent retroactive to the first (1st) day of the month following the month in which the change in circumstances creating the rent increase occurred.

10. LEGAL NOTICES

Any notice required to be given to Tenant under this lease shall be sufficient if delivered in writing to Tenant personally or to a household member of age fourteen (14) or over residing in the premises, or if sent by prepaid first class mail properly addressed to Tenant. Any notice required to be given to CDA under this lease shall be sufficient if delivered in writing to a CDA employee at Tenant's Management Office or if sent by prepaid first class mail, properly addressed to the Housing Manager.

11. TERMINATION OF ASSISTANCE

a. The Tenant understands that assistance made available on his/her behalf may be terminated if any of the following events happen. Termination of assistance means that CDA may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criteria (1) or (2) below, the Tenant will be required to pay the HUD-approved market rent for the unit and may be subject to eviction.

- (1) The Tenant deliberately submits false information on any application, examination, reexamination or request for interim adjustment for the purpose of obtaining a higher assistance payment or lower rent.
- (2) The Tenant does not provide the CDA with the information or reports required by Section 9 within ten (10) calendar days after receipt of the CDA's notice of intent to terminate the Tenant's assistance payment.

- (3) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on HUD Form 50059.
- b. The CDA agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that during the ten (10) calendar days following the date of the notice, he/she may request to meet the CDA to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the CDA agrees to meet with the Tenant.
- c. Termination of assistance due to Tenant Rent equaling Family Gross Rent shall not affect the Tenant's other rights under this Lease, including the right to occupy the unit. If assistance is terminated pursuant to a(2) or a(3) above, assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the CDA determines the Tenant is eligible for assistance and assistance is available.
- d. Eligible mixed families who request prorated assistance shall have their rent calculated in accordance with the method stated in 24 CFR 5.520.

12. TENANT OBLIGATION TO REPAY

If the Tenant submits false information on any application, examination or request for interim adjustment or does not report interim changes in family income or other factors as required by Section 9 of this Lease, and as a result, is charged a rent less than the amount Tenant should have been paying, the Tenant agrees to reimburse the CDA for the difference between the rent he/she should have paid and the rent he/she was charged. Tenant is not required to reimburse CDA for undercharges in Tenant Rent caused solely by CDA's failure to follow HUD procedures.

13. TERMINATION OF TENANCY

- a. By Tenant. This Lease may be terminated by Tenant to be effective at the end of any rental period by giving thirty (30) days advance written notice in the manner provided in Section 10 above. Tenant agrees to leave the premises in a clean and good condition, normal wear and tear excepted, and to return the keys to the CDA Management Office upon vacating.
- b. By CDA. Any termination of this Lease by CDA must be carried out in accordance with Program Regulations, State and local law and the terms of this Lease. CDA may terminate this lease only for:
 - (1) Tenant's material failure to carry out obligations under any Wisconsin Landlord/Tenant Law;
 - (2) Other good cause as determined by CDA. Other good cause includes, but is not limited to, Tenant's refusal to accept CDA's proposed change to this lease under Section 16. Terminations for other good cause may only be effective as to the end of an initial or successive term;
 - (3) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health, or safety of any CDA employees or contractors; or any drug-related criminal activity on or near such premises, engaged in by a Tenant, any members of the Tenant's household, or any guest or other person under the Tenant's control; or
 - (4) Tenant's material noncompliance with the terms of this Lease. A violation of the Tenant's responsibilities under the laws and regulations of the Section 8 Program is also a violation of this Lease. Material noncompliance includes:
 - (a) one or more substantial violations of the Lease; or
 - (b) repeated minor violations of the Lease which disrupt the livability of Parkside or any other CDA-owned building in the Project; adversely affecting the health or safety of any person or the right of any neighbors to the quiet enjoyment of Parkside; interfering with the management of Parkside or having an adverse financial effect on Parkside. Nonpayment of Tenant Rent or any other financial obligation due under the Lease (including any portion thereof) beyond any grace period permitted under state law will constitute material noncompliance with the Lease.

- c. **Notices.** If the CDA proposes to terminate this Lease, the CDA agrees to give the Tenant written notice of the proposed termination. Such notice shall state the reasons for the termination, the date of the termination, the Tenant's right to make such reply as Tenant may wish, and whether Tenant has the right to request a grievance hearing under the CDA's approved Grievance Procedure.

The CDA shall give written notice of termination of this Lease of:

- (1) not less than fourteen (14) days in the case of failure to pay rent;
- (2) not less than fourteen (14) days when the health or safety of other Tenants or CDA employees or contractors is threatened;
- (3) not less than thirty (30) days for other good cause and in all other cases.

Any HUD-required notice period may run concurrently with any notice period required by State or local law.

14. DEATH OF TENANT

In the event of Tenant's death, if Tenant is the sole adult Household Member of the Dwelling Unit, Tenant's heir(s) and personal representative shall remove Tenant's possessions from and vacate the Dwelling Unit within fourteen (14) days after Tenant's death, on which date the term of this Lease shall end. If, after the fourteenth (14th) day the Dwelling Unit is not vacated and/or possessions remain in the Dwelling Unit, CDA shall exercise any or all of its rights provided by law and by this Lease.

15. DISCRIMINATION PROHIBITED

The CDA agrees not to discriminate against Tenants based upon race, color, religion, creed, national origin, sex, age, marital status, political beliefs, source of income, student status, ancestry, sexual orientation, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family. CDA may select Tenants on the basis of age, handicap or income level for housing specifically designed to meet the needs of elderly, handicapped or lower income individuals and as required by any federal or state subsidy program which benefits the Project.

16. MODIFICATION OF LEASE

The CDA may, with the prior approval of HUD, modify the terms and conditions of this Lease to be effective at the end of the initial term or a successive term. The CDA must notify the Tenant of any change and must offer the Tenant a new lease or an addendum revising the existing Lease. The Tenant must receive the notice at least sixty (60) days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Lease or the addendum to the existing Lease and returning it to the CDA. The Tenant may reject the changed terms and conditions by giving the CDA written notice that he/she intends to terminate the tenancy. If the Tenant does not accept the new Lease or addendum, the CDA may terminate the tenancy as provided in Section 13.

17. GRIEVANCE PROCEDURE

Tenant may grieve those issues which are grievable pursuant to the then existing Tenant Grievance Procedure. The Tenant Grievance Procedure is hereby incorporated by reference and made part of this Lease.

18. WAIVERS

The rights and remedies of CDA under this lease shall not be exclusive of any other right or remedy allowed by law. No waiver by CDA of any breach or provision of this lease shall affect any subsequent breach or provision of this lease or impair the exercise of any right or remedy accruing upon any breach, nor shall it be construed as a waiver of any breach or provision of this lease.

19. RECEIPT OF DOCUMENTS

In signing this Lease, Tenant acknowledges that Tenant has received copies of this Lease, the Tenant Handbook, and the Tenant Grievance Procedure.

20. CONTENTS OF LEASE

This Lease, together with items referenced in Sections 7.e., 7.n. and 17 and any future adjustments of rent or dwelling unit, evidences the entire agreement between CDA and Tenant. Other modifications to this Lease must be by a written rider to this Lease executed by the parties.

Dated this ____ day of _____, _____.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON, WISCONSIN

Tenant: _____

By: _____

Tenant: _____

Tenant: _____

SAMPLE PARKSIDE LEASE