

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
CITY OF ASHLAND HOUSING AUTHORITY

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of Ashland and Tenant named in Part II of this lease (called "Tenant")

I. Description of the Parties and Premises:

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (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 Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.
Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.
- (d) Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, or unless not renewed for noncompliance with community service requirement, this Lease shall automatically be renewed for successive terms of one calendar month. For compliance with community service only, the term of the lease is twelve (12) months. (Community service is not required for tenants receiving Food Stamps).

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

Tenant has the option, upon admission to public housing and annually thereafter, whether to pay flat rent (market value) or income-based rent.

The flat rent for the dwelling unit listed above is \$_____.

The amount of the income-based rent (Total Tenant Payment and Tenant Rent) shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5th working day of the month. Income-based rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance, and includes all maintenance services due to normal wear and tear.

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent or in the Flat Rent for the public housing dwelling unit, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

- (c) The PHA's Minimum Rent (Minimum TTP) is **\$50.00**. Provision is made for exemption due to **financial hardship** as defined in the housing authority's Admissions and Continued Occupancy Policy.

III. Other Charges

In addition to rent, Tenant 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. Other charges can include:

- (a) Maintenance 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 Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charge-At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances or windows being opened during the months when the heat is turned on in congregate buildings. The first time it is verified by a staff member or caretaker that a tenant has their windows open there will be a written warning sent out to the tenant. The second notice will contain a final warning with a monetary fine of \$10. The third time it is documented the tenant may be terminated. This charge does not apply to Tenants who pay their utilities directly to a utility supplier or in a case where an exception may apply.
- (c) Installation Charges- There will be a charge of _____ for installing or removing air conditioners from sleeves.
- (d) Late Charges – A charge of \$10.00 for rent or other charges paid after the fifth working day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge.

IV. Payment Location

Rent and other charges can be paid at the Main Office located at 319 Chapple Avenue, Ashland, WI 54806. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay **\$450.00** for security deposit. The dollar amount of the security deposit is noted on Part II of this Residential Lease.
- (b) Authority's Responsibilities: The Authority 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 Tenant at the termination of this lease.
 - (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or assistance animals necessary as a reasonable accommodation. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority. The return of a security deposit shall occur within 21 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

- (a) Authority-Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility *for Tenants choosing to pay income-based rent*: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents. If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator.
- (b) Tenant-paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant each month. The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters.

VII. Terms and Conditions

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

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit incidental to the residential use. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)]
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, 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 someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who

can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Redetermination 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) The family composition is to be re-examined at least once a year. The housing authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the housing authority shall re-examine the income of the family no less than every three (3) years. If a tenant is found to be over income at their re-exam they will be given 6 months to move. If the tenant becomes 62 or disabled while living at the Housing Authority they will not be asked to leave the premises.

(2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, (verifying of a disability must be in writing from a professional) annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant 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 Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period:

A. For families paying income-based rent:

1. A person with income joins the household.
2. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report *subsequent increases* in income within 10 days of the occurrence, until the next scheduled re-examination. Failure to report within the 10 days may result in a retroactive rent charge.

3. Tenant experiences an increase in income that would justify an increase in rent over a dollar amount of **\$ 200.00** a month.
4. It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged.
The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Rent formulas or procedures are changed by Federal law or regulation.

B. For families paying flat rent:

1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship.

- i. Upon such a determination, the housing authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.
 - ii. Hardship is defined in the housing authority's Admissions and Continued Occupancy Policy.
 - 2. If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income-based or flat rent.
 - 3. Tenants with a HOH or Co-Head that are not disabled and currently paying flat rent and their income exceed current income guidelines will be asked to vacate Public Housing at their next re-exam with six months' notice.
- (4) All changes in family composition must be reported to the Housing Manager within 10 days *of* the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

This Lease will be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. The Tenant must receive approval from the Authority BEFORE the adult child moves back to the unit. The adult child will be screened for suitability.
- (d) Rent Adjustments: Tenant 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.
 - (1) In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent *and* for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
 - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) Transfers
 - (1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 - (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - (3) If a tenant makes a written request with documentation for a transfer to a different location because of a criminal affecting the peaceful enjoyment of the tenant the Housing Authority will pay for the cost to transfer.
 - (4) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
 - (5) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a

unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).

- (6) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 30 days in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- (7) Involuntary transfers are subject to 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.
- (8) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (9) The Authority will consider deconcentration of poverty and income-mixing goals when offering Transfers; including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

VIII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) 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 the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

- (i) **Reasonable Accommodations for Residents with Disabilities:**
Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.
- (j) **Service Animals and Assistance Animals for Residents with Disabilities:**
The service animal must be a dog and it must be trained to assist the resident with disabilities. An assistance animal requires that there be a relationship between the person's disability and his or her need for the animal.
- (k) To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:
 - (1) Fraud by a family member in connection with the welfare program; or
 - (2) Because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program; or
 - (3) Failure to participate in a work activities requirement.

The housing authority will verify the above circumstances through the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction or termination results:

 - At expiration of a lifetime or other time limit on the payment of welfare benefits; or
 - Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - Because a family member has not complied with other welfare agency requirements.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a)
 - (1) Not to assign the Lease, nor sublease the dwelling unit.
 - (2) Not to give accommodation to boarders or lodgers;
 - (3) Not to give accommodations to former residents who were evicted from AHA.
 - (4) Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of the Authority.
- (b)
 - (1) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose
 - (2) This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- (c) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the

exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.

- (f) To dispose of all garbage, rubbish, 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 Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (g) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (j) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (k) To assure that no Tenant, any member of the household, or guest, engages in:
 - (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents (including PHA management staff residing on the premises), or by persons residing in the immediate vicinity of the premises, or;
 - (2) Any drug-related activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related activity means the illegal possession, 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.), or;
- (l) To assure that no member of the household engages in an abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (m) To assure that no other person under the tenant's control engages in:
 - Any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - Any drug-related activity *on* the premises.
- (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers expected) without authorization by the Authority.
- (o) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (p) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- (q) Not to display, use, or allow members of Tenant's household or guests to display, any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Wisconsin anywhere in the unit or elsewhere on the property of the Authority.
- (r)
 - (1) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
 - (2) To not disconnect any smoke alarm in the dwelling unit. Tenant disconnection of any smoke alarm is a health and safety violation.

- (3) To notify the housing authority immediately when any smoke alarm is not operable.
- (4) Damage or disconnection of a smoke alarm will result in a first time warning, second time a \$50. fine, and third time eviction.
- (s) (1) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (2) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.
- (t) 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 insure that all members of their household abide, and are not in noncompliance with, the Authority's pet policy. However, in any development, a person with a disability may keep an assistance or service animal that is determined by the Authority to be a reasonable accommodation for the disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.
- (v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left will be immediately disposed of or donated.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to:
 - (1) commit any fraud in connection with any Federal housing assistance program, or
 - (2) receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) Tenant agrees to abide by the House Rules of the Ashland Housing Authority

X. Defects Hazardous to Life, Health or Safety

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

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative

accommodations are not provided, 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 Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.

- (e) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant 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.

XI. Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to Tenant.
- (b) Other Inspections - The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection - The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours 8:00 AM to 4:00 PM for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
 - (2) When Tenant calls to request maintenance on the unit. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) Authority's Responsibilities
 - (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times.
 - (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 - (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, 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) Tenant Responsibility – Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class mail, properly addressed
- (b) Authority Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that

notice was given, whether signed or unsigned

- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. Such serious or repeated violation of terms shall include but not be limited to:
- (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th Working Day *of* the month. Four such late payments within a 12 month period shall constitute a repeated late payment; and possible termination of your lease with a 14 day notice to vacate.
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities and services are disconnected the tenant will receive a 5 day notice to vacate the premises
 - (4) Discovery after admission of facts that made the tenant ineligible;
 - (5) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income or family composition;
 - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;
 - (7) Refusal to accept and execute an amendment, lease revision or written rider to the lease after the Authority provides at least 60 days notice of the proposed effect of the amendment, lease revision or written rider and provides the tenant a reasonable time to respond to the offer to accept and execute the amendment, lease revision or written rider;
 - (8) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- (9) Activity by a member of the household that threatens the health or safety of other public housing residents or of persons residing in the immediate vicinity of the premises; the tenant may receive a 30 day notice to vacate.
- (10) Activity by a member of the household that threatens the health or safety of PHA management staff, other residents or employees, or any drug-related activity on or off the premises; tenant may receive a 30 day notice to vacate.
 - (11) If any resident, member of the household or guest has engaged in any drug-related activity on or off the premises, including cases where:
 - A. A resident, member of the household or guest has engaged in drug trafficking; or
 - B. A resident, household member or guest has engaged in illegal drug use (including cases where the Authority determines that illegal drug use or a pattern of illegal drug use by a household member may threaten the health, safety or right to peaceful enjoyment of the premises by other residents);
 - (12) If a member of the household is:
 - A. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or
 - B. Violating a condition of probation or parole imposed under Federal or State law.
 - (13) Illegal Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
 - (14) Any fire on Authority premises caused by the tenant, household members or guests' neglect.

- (15) The third incident (in a 12 month period) of disconnecting the batteries in or removing any smoke detector in the dwelling unit.
- (b) The Authority shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on the premises. "Premises" is the building or complex in which the dwelling unit is located, including common areas and grounds.
- (c) The Authority shall give written notice of the proposed termination of the Lease of:
- (1) 14 days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation:
 - If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened;
 - If any member of the household has engaged in any drug-related activity or violent criminal activity;
 - If any member of the household has been convicted of a felony.
 - (3) 30 days in any other case. [Except that if a State or local law allows a shorter notice period, such shorter notice period shall apply]
- (d) The notice of termination:
- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
 - (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.
 - (3) Any notice to vacate (or quit) which is required by State or local law 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 Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
 - (4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 - (5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall:
 - A. state that Tenant is not entitled to a grievance hearing on the termination;
 - B. specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides 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 activity.
 - (6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. The hearing notice

- will advise persons with disabilities of their rights to request a reasonable accommodation.
- (e) Tenant may terminate this Lease by giving a “Simple” 30 day written notice, in which the lease is to terminate, as described in Section XIII, above. In the case of death or transfer to nursing home, a simple 30 day notice will suffice.
 - (f) In deciding to evict for drug related activity, except for conviction for manufacturing or producing methamphetamine on the premises, the Authority 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 family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family 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.

When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

- (g) A tenant’s lease will be terminated with six months’ notice when the Housing Authority determines that the family’s income is over the Income Guidelines. Families that are elderly, disabled or participating in the Earned Income Disallowance program are exempt from this ruling.

XV. Waiver

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

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments & homes owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families;

- (a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance with the housekeeping rules.
- (b) Tenant Responsibility Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment/ Home

General-

- (1) Walls: should be clean, free of dirt, grease holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades and blinds should be intact.
- (5) Woodwork: should be clean, free of dirt, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: should be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent and insect infestation.

Kitchen-

- (1) Stove: 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 countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under sink should be limited to small or lightweight items to permit access for repairs. Heavy pots should not be stored under the sink.
- (4) Exhaust fan: should be free for grease and dust
- (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 and garbage: should be sorted 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 excess mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) 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 material should be stores in the unit
- (3) Other storage units: should be clean, neat and free of hazards
- (d) Standards: Outside the Apartment / House

The following standards apply to family homes and scattered site development only:

Some standards apply only when the area noted is for the exclusive use of a Tenant:

- (1) Yards: Should be mowed, free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti
- (2) Steps (front and rear) should be clean and free of hazards and shoveled in the winter
- (3) Sidewalks: should be clean and free of hazards and shoveled in the winter
- (4) Storm doors: Should be clean with glass or screens intact
- (5) Driveways: Should be clear and free of abandoned cars and shoveled in the winter

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. SIGNATURE REQUIRED ON PART II OF THE LEASE.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN

PART II of the RESIDENTIAL LEASE AGREEMENT:

**Housing Authority of
CITY OF ASHLAND**

THIS AGREEMENT is executed between the Housing Authority of City of Ashland, AND

_____, herein called the "Tenant", and becomes effective as of this date: ____/____/____

- (1) **Unit:** The PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need; leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED AT _____ **Ashland, WI 54806 WI** (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____
The tenant ID number is : _____ - _____.
- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household **over** age 18 shall execute the lease.

	Name	Relationship	Age	Birthday	Social Security #
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____

- (3) **Term:** The term of this lease shall be one calendar month, renewed as stipulated in Part I of the Lease.

- (4) **Rent:**
 - Tenant chooses to pay flat rent.** Initial rent (prorated for partial month) shall be \$ _____. Thereafter, flat rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th working day of said month. Flat rent does not include a utility allowance.
 - Tenant chooses to pay income-based rent.** Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ _____ from the Authority for Utility Reimbursement (for partial month) paid to the tenant/ utility supplier for the period beginning ____/____/____ and ending at midnight on ____/____/____. Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th working day of said month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the tenant/ utility supplier by the Authority.

- (5) **Utilities and Appliances:** PHA-Supplied Utilities
 If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:
 Electricity Natural Gas Heating Fuel Water/Sewer: _____
 If indicated by an (X) below, the Authority shall provide the following appliances for the premises:
 Cooking Range Refrigerator
- (6) **Utilities Allowances:** Tenant-Paid Utilities
 If indicated by an (X) below, the Authority shall provide Tenants paying income-based rent with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier: for
 Electricity Gas Heat
- (7) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:
Air Conditioners: An additional charge of **\$30.00** will be payable for each air conditioner in the premises payable either lump sum or \$10.00 per month during the months of June, July and August.
Heater Plugs: An additional charge of **\$30.00** will be payable for the use of heater plugs, payable either lump sum or \$10.00 per month during the months of December, January and February.
Television Cable: An additional charge of **\$12.00 per month**. The City of Ashland Housing Authority has formulated an agreement with DISH to reduce tenant's cable bill. As of September 1, 2006, residents with cable will pay \$12.00 per month for one TV and \$20 a month for two for basic cable services, payable to the AHA. When a tenant vacates the unit the DISH equipment along with the remote(s) will stay with the unit otherwise the tenant will be charged an additional \$100 for the Housing Authority to be able to replace the equipment for the next tenant.
- (8) **Security Deposit:** Tenant agrees to pay \$ **450.00** as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.
- (9) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

MANAGER: _____ DATE _____

WITNESS: _____ DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature _____ Date _____

Co-Tenants signature _____ Date _____

ATTACHMENTS:

If indicated by an (√) below, the Authority has provided the tenant with the following attachments and information:

- (√) Part I of this Lease
- (√) Standard Maintenance Charges (May be updated)
- (√) Grievance Procedure (May be updated)
- (√) Emergency Phone Numbers
- (√) Housing Discrimination Complaint Form
- (√) Community Service Policy
- (√) Housekeeping Standards
- (√) Pet Policy
- (√) Watch Out for Lead Paint Poisoning
- (√) House Rules
- (√) Violence against Women Act

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Watch Out for Lead Paint Poisoning." The above information has been thoroughly explained to me/us. We understand the possibility the lead-based paint may exist in the unit.

Tenant's Signature _____ Date _____

Co Tenant's Signature _____ Date _____

GRIEVANCE PROCEDURE
HOUSING AUTHORITY OF THE CITY OF ASHLAND, WISCONSIN

1. PURPOSE OF THE GRIEVANCE PROCEDURE

This Grievance Procedure is to assure that any Housing Authority tenant has the opportunity for a hearing if that tenant disputes within a reasonable time any Housing Authority action or failure to act which involves that tenant's lease with the Housing Authority or any Housing Authority regulations which adversely affect that individual tenant's rights, duties, welfare, or status. This procedure does not apply to disputes between tenants which do not involve the Housing Authority or to class grievances and shall not be used by residents to negotiate policy changes with the Housing Authority. This grievance procedure does not apply to grievances concerning some terminations of tenancy.

2. DEFINITIONS

- a. Grievance is defined as any dispute which a tenant may have with respect to any Housing Authority action or failure to act, in accordance with that individual tenant's lease or Housing Authority regulations, when such action or failure to act adversely affects the individual tenant's rights, duties, welfare, or status.
- b. Complainant is defined as any Housing Authority tenant whose grievance, as defined in 2(a) above, is presented orally or in writing to the Housing Authority office or to the site office at the project in which that tenant resides and who follows the steps outlined in this procedure to seek relief of that grievance.
- c. Tenant is defined as any lessee or remaining head of the household of any lessee's family residing in housing accommodations covered by this procedure.

3. PROCEDURE PRIOR TO A HEARING

- a. Informal Discussion to Settle the Grievance
Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office or to the office of the project at which the complainant resides, so that the grievance may be discussed informally with the appropriate member(s) of the Housing Authority staff and settled without a hearing. Within 5 days after this discussion, the Housing Authority shall prepare a summary of the discussion; one copy of this summary shall be given to the tenant and one copy retained by the Housing Authority in that tenant's file. The summary shall specify the names of the participants, date of the meeting, the nature of the action which proposed to resolve or dispose of the complaint, and the specific reason for this decision, and the summary shall specify the manner by which a hearing may be obtained according to this grievance procedure.
- b. Hearing Prerequisite
All grievances shall be personally presented in conformance with the procedure outlined in 3(a) above a condition before a hearing can be granted. If the complainant can show good cause to the hearing officer or hearing panel why he or she failed to proceed according to the requirements for the informal discussion, the requirements for the informal discussion may be waived by that hearing officer or hearing panel.

c. Procedure to Obtain a Hearing

If the complainant is not satisfied with the results of the informal discussion, he or she shall submit, within 10 calendar days after receipt of the summary of that discussion, a written request for a hearing. This request shall be presented to the Housing Authority office or the office at the project where the tenant resides. The written request shall specify;

- (1) the specific reasons for the grievance;
- (2) the action of relief sought by the tenant from the Housing Authority

d. Selection of the Hearing Officer or Hearing Panel

Once a request for a hearing has been presented by a complainant as outlined in 3(c) or that complainant has chosen to request a waiver of the requirement for an informal discussion, as outlined in 3(b), a hearing officer or hearing panel shall be selected.

- (1) A hearing officer shall be appointed upon joint selection by the Housing Authority and the complainant.
- (2) If the Housing Authority and complainant cannot agree on a hearing officer, each shall appoint one member of a hearing panel and those two members shall jointly select a third member. If the two members so appointed cannot agree on the third member, such member shall be appointed by an independent arbitration organization or by any other third party agreed upon by the housing authority and the complainant.

e. Failure to Request a Hearing

If the complainant does not request a hearing in the manner outlined above, a decision offered after the informal discussion described in 3(a) shall become final. Failure to request a hearing does not, however, constitute a waiver by the complainant of his or her right thereafter to contest in an appropriate judicial proceeding the housing authority's action in disposing of the complaint.

f. Grievance Involving Rental Payments

If the grievance for which a hearing is sought involves payment by the complainant of the amount of rent stipulated in that tenant's dwelling lease with the Housing Authority, no hearing will be scheduled until the complainant has paid to the Housing Authority the rent due as of the first day of the month preceding the month in which the aggrieved incident occurred. The complainant shall thereafter deposit that same amount of monthly rent in an escrow account monthly until the hearing officer or hearing panel has resolved the grievance. Failure to do so will result in a termination of the grievance procedure activities. In unusual circumstances, the Housing Authority may waive this requirement. Failure to make the monthly payment does waive any right the complainant may have to contest in any appropriate judicial proceeding the Housing Authority's disposition of his or her grievance.

g. Scheduling the Hearing

Within 10 days after the criteria specified in 3(a)(b)(c) and (f) above have been met, the hearing officer or hearing panel shall schedule a hearing for a time and place reasonably convenient to both the Housing Authority and the complainant. A written notification of this hearing shall be delivered to the complainant and to the Housing Authority and shall stipulate the time and place and the procedures governing the hearing.

4. **THE HEARING**

- a. The hearing will be held before the hearing officer or hearing panel selected in accordance with this procedure and the complainant shall have the right to be represented by counsel or another person he or she chooses as his or her representative.
- b. The complainant has the right to examine and copy, at his or her own expense, before the hearing, all Housing Authority documents, records, and regulations which are relevant to the hearing. Any documents not made available by the Housing Authority after request by the complainant may not be used by the Housing Authority at the hearing.
- c. The complainant has the right to a private hearing, but upon request shall be granted a public hearing.
- d. The complainant has the right to present evidence and arguments to support his or her complaint or challenge evidence of the Housing Authority or project management and to cross-examine all witnesses upon whose testimony or information the Housing Authority or project management relies.
- e. The decision of the hearing officer or hearing panel shall be based solely upon the facts presented at the hearing.
- f. The hearing officer or hearing panel may make a decision without holding the hearing if that officer or panel determines that the issue has already been decided in a previous grievance hearing.
- g. If the complainant of the Housing Authority fails to appear for the scheduled hearing, the hearing officer or hearing panel may determine to postpone the hearing for no more than five business days or may determine that the party not appearing has waived its right to a hearing. Both the complainant and the Housing Authority shall be notified of that decision by the hearing officer or hearing panel. A decision that the complainant has waived his or her right to a hearing shall not abridge any right that complainant may have to challenge by the Housing Authority on the grievance.
- h. At the hearing, the complainant must first show his or her entitlement to the relief being sought, and thereafter the Housing Authority must justify that action or failure to act against which the complaint is directed.
- i. The hearing shall be conducted informally by the hearing officer or hearing panel. Oral or written evidence pertinent to the facts and issues raised by the complainant may be received as evidence without regard to the rules of evidence which apply to judicial proceeding. The hearing officer or hearing panel shall require all parties to conduct themselves in an orderly manner. Failure to comply with the directions of the hearing officer or hearing panel may result in the disorderly party being excluded from the hearing or in a decision unfavorable to that disorderly party.
- j. The Housing Authority or the complainant may arrange to have made a transcript of the proceedings and any interested party shall have an opportunity to purchase a copy of that transcript.

5. **DECISION OF THE HEARING OFFICER OR HEARING PANEL**

a. Written Decision

The hearing officer or hearing panel shall prepare a statement of their decision and the reasons for it within 10 days after the hearing. One copy of this statement shall be forwarded to the complainant and one copy to the Housing Authority. The Housing Authority shall retain a copy in the tenant's file and shall retain another copy, with names and identifying references deleted, in a separate file for inspection by a prospective complainant, his or her representative or a future hearing officer or hearing panel.

b. Enforcement of the Decision

The decision of the hearing officer or hearing panel shall be binding, and the Housing Authority shall take all actions, or refrain from actions, necessary to carry out that decision, unless the Housing Authority Board of Commissioners determines, within 10 days after receiving the decision and so notifies the complainant, that:

- (1) the complaint did not constitute a grievance as defined in this procedure; OR
- (2) the decision is contrary to applicable federal, state, or local law, HUD regulations, or the Housing Authority's Annual Contributions Contract with HUD.

c. A decision in favor of the Housing Authority or one which does not fully grant the relief sought by the complainant does not abridge any right which he or she may have to a trial or judicial review in any legal proceedings which may be initiated in the matter.

STANDARD MAINTENANCE CHARGES

CLEANING SUPPLIES

Liquid Drain Opener	\$ 8.00	Ajax Cleaner	\$1.29
Oven Cleaner	\$ 5.92	305 Degreaser	\$2.15 qt.
All Purpose Cleaner	\$ 3.12	Bowl Cleaner	\$3.86
Bleach	\$ 1.80	Super Gold Bowl Cleaner	\$3.00
Floor Stripper	\$ 12.22	TNT	\$3.00 qt.
Floor Wax	\$ 12.84		

BATHROOM

Towel Ring	\$15.89	Toilet Paper Roller	\$1.98
18" Towel Bar	\$10.39	Toilet Paper Roller Kit	\$15.89
24" Towel Bar SS	\$18.09	Shower Head	\$7.28
Cup Holder	\$7.59	Toilet Seat	\$10.99
		Toilet Seat (elongated)	\$16.19

PAINT SUPPLIES

Semi Gloss Window Paint	\$13.94
Satin Wall Paint	\$ 14.97
Flat Ceiling Paint	\$ 15.37
Kilz	\$ 3.49

LOCK-OUT CHARGES

\$60.00 for after hours or weekends calls

LIGHT FIXTURES AND BULBS

2' Florescent Tube	\$ 3.00	Interior Jar Type	\$10.49
4' Florescent Tube	\$ 2.65	Bathroom Jar Type	\$10.49
40 Watt Appliance Bulb	\$ 2.79	Exterior Light Fixture	\$13.95
60 Watt Bulb	\$ 2.50	Wausau Wall Fixture Hallwy	\$ 9.90
60 Watt Bathroom Light	\$ 2.00	Wausau Wall Fixture BR/LR	\$21.50
Square Globe	\$ 3.50	Wausau Wall Glass	\$ 5.60
Exterior Coach Fixture	\$15.00	Wausau Chandel.(5)Fixture	\$80.00
		Replacement Glass Bulb	\$ 2.50
		Wausau Chandel. 1 bulb	\$57.90

STORM DOOR PARTS

Complete Storm Door	\$150.00	Door Casing Interior 7'	\$3.98
Retractor	\$ 11.99	Storm Window Corners	\$2.50
Handle and Latch Set	\$ 10.25	Re-Screen Storm Door	\$14.00
Safety Chain Set	\$ 2.89		

GARAGE

Ov'r Hd Garage Door Glass	\$ 5.00
Locking Mechanism	\$ 10.50
Garage Panel	\$ 130.50
Window Gasket & Spline	\$ 12.28

MISC.

Drapes (Bay Tower)	\$129.00 (set)
Interior A/C cover	\$79.00
Exterior A/C cover	N/A

HARDWARE

Re-keying (ea. lock)	\$ 16.00	Door Latch	\$ 3.59
Striker Plate	\$ 1.55	Interior Passage Lock	\$27.99
Interior Privacy lock	\$33.99	Entrance Lock	\$336.00
Key Duplicate	15.00	Heat Register	\$14.99
Air Return Grill	\$ 4.96	Bi-Fold Knob	\$ 1.16
Door Stop	\$ 1.95		
Marvin Roto Operator	\$26.00	Window Crank	\$ 7.99
Window Screen	\$.75 sq.ft	Crumb Cap	\$ 1.20
Sink Sprayer	\$ 3.50	Closer Pole Socket	\$.35
Closet Pole	\$ 2.25 pr ft.	Drywall Patch Kit	\$ 6.00
Floor Tile	\$ 1.00 ea.	3" Wall Guard	\$ 1.95
5" Wall Guard	\$ 3.20	Sump Pump Hose	\$11.00
Blue Bin	\$17.00 ea	Re-Screen	\$15.00 ea.
New Living Room Screen	\$37.00 ea.	New Bed Room Screen	\$33.50 ea.
Re Key Family Home	\$90.00	Reynolds Steel Siding	\$25.00
Re Key Apt.	\$32.00	Interior Door Slab	\$38.00
Keys	\$ 5.00	Tower Entrance Keys	\$15.00
Cig. Burn / spot repair	\$25.00		

APPLIANCE PARTS

Drip Pan	\$ 3.00 ea.	Burner Element	\$13.62
Refrigerator/Freezer Handles	\$40.00 set	Range Knob	\$ 3.00 ea.
Ice Tray	\$ 1.10 ea.	Door Clips and Bar	\$ 9.98
Broiler Pan	\$10.49	Glass Hot Water Heater	\$399.00
		Dehumidifier	\$269.00

ELECTRICAL

Phone Jack	\$ 12.49	15 amp Duplex	\$ 2.49
20 amp Duplex	\$ 4.29	Light Switch	\$ 2.49
Single Cover	\$.79	Double Cover	\$ 1.15
Door Bell Button	\$ 5.49	Door Bell Chime	\$16.99
Pull String Fixture	\$ 3.09	Thermostat	\$40.99
GFI Duplex	\$ 14.99	Smoke Alarm (9V)	\$36.99
C/O Detector	\$ 36.99	Smoke Alarm 110 V	\$36.99
Smoke Alarm 110 V w/ strb.	\$118.99		

MAINTENANCE

Updated on 4/26/16

Maintenance Hourly rate: \$30.00

savedas: Standard Maintenance charges updated 4/26/16

TENANT CLEANING REQUIREMENTS **AT MOVE-OUT**

KITCHEN

- ⇒ USE OVEN CLEANER TO CLEAN THE OVEN AND WIPE OUT THOROUGHLY. BROILER PAN, DRIP PANS, AREAS UNDER THE BURNERS, CONTROLS, OVEN DOOR, STORAGE DRAWER AND RANGE HOOD INCLUDING THE FILTER MUST BE CLEAN. WIPE DOWN ALL THE OUTSIDE SURFACE, PULL THE STOVE OUT AND CLEAN BEHIND IT
- ⇒ CLEAN THE OUTSIDE AND INSIDE OF THE REFRIGERATOR. FREEZER DOOR AND INSIDE COMPARTMENTS, SHELVES, DRAWERS, DOOR SEALS, BOTTOM DRAWER INCLUDING RACKS MUST BE CLEANED. PULL THE REFRIGERATOR OUT AND CLEAN UNDER AND BEHIND IT.
- ⇒ CLEAN ALL CABINETS INSIDE AND OUT INCLUDING DRAWERS, SHELVES AND DOORS.
- ⇒ CLEAN THE COUNTER TOP, SINK AND SINK CABINETS.
- ⇒ CLEAN THE WINDOWS AND WINDOW CASINGS INSIDE.
- ⇒ SWEEP AND WASH TILE FLOORS

LIVING ROOM, DINING ROOM, BEDROOMS AND HALLWAYS

- ⇒ WALLS MUST BE CLEAN.
- ⇒ CLEAN WINDOWS AND WINDOW CASINGS INSIDE.
- ⇒ CLEAN CLOSET DOORS AND SHELVES.
- ⇒ SWEEP AND WASH TILE FLOORS.VACUUM AND SHAMPOO CARPETING.

BATHROOM

- ⇒ WALLS MUST BE CLEAN.
- ⇒ CLEAN THE ENTIRE TOILET AND TOILET BOWL, SINK, MEDICINE CABINET, TUB, SHOWER WALLS, TOOTHBRUSH HOLDER AND TOWEL BARS.
- ⇒ SWEEP AND WASH FLOORS

BASEMENT (IF APPLICABLE)

- ⇒ CLEAN THE UTILITY SINK
- ⇒ REMOVE ALL BELONGINGS
- ⇒ SWEEP THE FLOOR AND STEPS.

GARAGE (IF APPLICABLE)

- PULL ALL NAILS FROM THE WALLS.REMOVE OIL STAINS FROM THE FLOOR AND SWEEP.

ALL **BELONGINGS** AND **GARBAGE** MUST BE REMOVED FROM THE HOUSE, BASEMENT, GARAGE AND YARD. CHARGES FOR REMOVAL OF ARTICLES LEFT BEHIND WILL AMOUNT TO AN HOURLY RATE PLUS DUMP FEE (IF APPLICABLE) WHICH WILL BE CHARGED BACK AGAINST YOUR SECURITY DEPOSIT.

REMOVE ALL YOUR BELONGINGS BY THE MOVE-OUT DATE. ANY ITEMS LEFT IN THE RENTAL UNIT AFTER THE MOVE-OUT DATE WILL BE TREATED AS **ABANDONED PROPERTY**.

ALL KEYS SHOULD BE RETURNED TO THE ASHLAND HOUSING AUTHORITY OFFICE BY THE MOVE-OUT DATE. IF KEYS ARE NOT RETURNED, THE COST OF REKEYING THE UNIT WILL BE CHARGED BACK AGAINST YOUR SECURITY DEPOSIT.

ITEMS WE HAVE SUPPLIED TO YOU (INCLUDING LIGHT BULBS, BLUE BIN, CO2 AND SMOKE DETECTORS, DEHUMIDIFIERS, SHOULD BE NEITHER MISSING NOR BROKEN.

CARPETING MUST BE VACUUMED AND SHAMPOOED BY AN EXTRACTION METHOD. ANY CARPETING OWNED BY THE RESIDENT MUST BE REMOVED

LAWN CARE AND SNOW SHOVELING IS YOUR RESPONSIBILITY UNTIL MOVE-OUT DATE.

IF RENTAL UNITS ARE NOT LEFT IN THE MANNER DESCRIBED ON THESE PAGES, THE CHARGES LISTED BELOW WILL BE ADDED TO YOUR UNIT.

ALL CHARGES WILL BE BASED ON ACTUAL TIME AND MATERIALS NOT TO EXCEED

RANGE CLEANING	\$75.00
REFRIGERATOR CLEANING	\$45.00
KITCHEN CABINET CLEANING	\$45.00
CLEANING OF BATHROOM	\$45.00
CLEANING OF WALLS	\$20.00 PER ROOM
VINYL FLOOR CLEANING	\$20.00 PER ROOM
CARPET CLEANING	\$50.00 PER ROOM
CARPET REPLACEMENT	\$1,632 PER ROOM
WINDOWS	\$ 5.00 EACH
DOORS/ DOOR GLASS	\$ 5.00 EACH
BASEMENT CLEANING	\$75.00
GARAGE CLEANING	\$75.00
EXTERIOR SURFACE CLEANING	\$75.00
OILED GARAGE FLOOR / DRIVE WAY	\$75.00
GRASS CUTTING	\$75.00
SNOW SHOVELING	\$75.00

I HAVE READ THE EXPECTED MOVE-OUT CLEANING REQUIREMENTS AND UNDERSTAND MY OBLIGATIONS UPON MOVING OUT OF MY RENTAL UNIT WITH THE ASHLAND HOUSING AUTHORITY.

_____	_____	_____
TENANT	CO-TENANT	DATE

ASHLAND HOUSING AUTHORITY PET POLICY

****EXCEPT FOR THOSE POLICIES BELOW HAVING TO DO WITH THE CARE AND MAINTENANCE OF ANIMALS, CERTIFIED SEEING EYE, HEARING EAR, OR DISABILITY AID ANIMALS, AND ANIMALS USED TO PROVIDE REASONABLE ACCOMMODATION, ARE EXEMPT FROM THESE RULES****

1. For the purposes of this policy, a pet is defined as a domestic animal (i.e., a cat or a dog). Small, caged birds and fish are not subject to this policy.
2. Only one (1) dog or cat may be kept per household.
3. The dog or cat is limited to a weight of 25 pounds or less, at maturity.
4. All pet owners, initially and annually, must supply the Housing Authority with the following proof:
 - Current, city animal license
 - Up to date inoculation records
 - Verification that pet has been spayed or neutered
 - Signed statement from another person who is willing to care for the pet should the owner be unable to do so.
 - A picture of the pet must be provided at the time the pet is registered with the office
 - Name, address, and phone number of person(s) to be responsible for the pet in the resident's absence
 - Liability insurance is no longer required.
5. A security deposit for the pet, in the amount of \$200.00 is required. Upon move out, a portion of the deposit will be used by the Housing Authority to hire a professional carpet cleaner to treat the carpets for pet odors, dander and stains. Interest on the deposit shall accrue at the current bank rate and shall be reimbursed to the tenant at the time the tenant vacates. An inspection shall be conducted to determine whether the pet has caused damage to the unit or surrounding grounds. If so, the amount of money equal to the damage shall be subtracted from the deposit.
6. A "Pet Exercise Area" is designated as the grassy area behind each complex or rental unit.
7. Pet owners are responsible for picking up and properly disposing of pet waste on a daily basis. A separate pet waste removal charge of \$10 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy. For those projects having outside dumpsters, the dumpster is defined as a proper receptacle for the disposition of waste. No waste, including cat litter, may be thrown down the trash chutes.
8. While outside the rental unit, pets must be leashed at all times and accompanied by a person able to control the animal.
9. The Housing Authority reserves the right to remove from the project any pet whose conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants, members in the project or persons in the surrounding community. Examples include, but are not limited to:
 - excessive noise
 - excessive damage to apartment or surrounding grounds
 - evidence of animal waste in the apartment or surrounding grounds
 - biting, scratching or attack on a person
 - signs or reports of abuse or malnourishment to the animal
 - unregistered animals
10. The following areas are designated as no-pet areas:

- Fourth through eighth floor of the High Rise. Residents currently keeping animals on these floors will be “grand fathered”.
- Community rooms, laundry rooms and all other common areas of Bay Tower, Bay Ridge, Bay Terrace and Bay Haven.

11. Any unit occupied by a pet will be fumigated at the time the unit is vacated.
12. No dangerous, vicious, or intimidating animals will be tolerated.
13. No exotic animal will be kept as a pet.
14. Pets that are not owned by a tenant are not allowed on the premises..
15. Residents are prohibited from feeding or harboring stray animals.
16. No caged animals shall be kept on the premises, including but not limited to: mice, rats, hamsters, guinea pigs, ferrets, weasels, rabbits, reptiles, spiders.
17. Should a violation of the policies occur, the 1st offense will warrant a written warning; the 2nd offense will be a monetary fine; the 3rd offense will be removal of the pet from the premises; and, ultimately, eviction of the resident.
18. Should pet damage occur in any of the common areas where management is unclear as to which resident’s pet caused the damage, all pet owners will share in the cost of the clean up.
19. Cats will be permitted beyond the designated “Pet Floors’ at the discretion of the Executive Director.
20. Management reserves the right to modify or change these policies at any time, with proper notice to the residents. Management further retains the right to make the final decision in any dispute or question arising from these policies.

I have read the above policies and agree to the provisions included in the care and keeping of a pet.

These rules are effective September 29, 2016.

Signature of Tenant

Date

Co-Tenant Signature

Date

Savedas: Pet Policy.doc

LEASE ADDENDUM FOR DRUG-FREE HOUSING

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

1. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related activity, on or near project premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related activity on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other persons under the tenant's control, shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions for this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

TENANT: _____

DATE: _____

CO-TENANT: _____

DATE: _____

Manager: _____

DATE: _____

What to do if you have a Maintenance Emergency

1. Call or stop in at the office and report the maintenance problem you are having. Our number is (715) 682-7066.
2. Please do not ask to speak to any individual staff member. Speak to whoever answers the phone or greets you.
3. Do not report your problem to a staff member when you see them on the street or in Public. We will undoubtedly forget what you told us by the time we return to the office.

AFTER REGULAR BUSINESS HOURS

1. If you have a caretaker, contact that person first. Bay Tower Residents contact Caretakers Dan and Deb Meintz, Tower #207 at 209-4873. After 10 P.M. and weekends call 715 292-6161. Bay Terrace residents call Terry Follis, Terrace #15 at 209-4872. For Bay Haven call Robert Viater, Haven #1 at 715-208-0120. The caretaker's number will be posted on their door.
2. If you live in a family home or are unable to contact a Caretaker, the Maintenance Department should be contacted directly at the following phone numbers:

Bob Schwiesow 682-2237

Ben Johnson 209-4871

THESE NUMBERS ARE TO BE USED ONLY IN A MAINTENANCE EMERGENCY.

The caretakers do not have keys to the apartments. They cannot let you into your apartment. If there is an after hours lock out you have to call one of the staff to let you in.

PLEASE KEEP THESE PHONE NUMBERS BY YOUR TELEPHONE.

CALL 911 FOR MEDICAL EMERGENCIES!

HOUSE RULES

The Housing Authority of the City of Ashland, Wisconsin welcomes you to your new home. We sincerely hope that you will be happy in your living unit and understand that your success will depend a good deal on the responsibility you accept in the care of your home and being a good neighbor. Following is some information for you, and a few tips.

1. The offices of the Housing Authority are located at 319 Chapple Avenue. This address is also Bay Tower (the High Rise).
 2. Office hours are Monday through Friday from 8:00 A.M. to 3:00 P.M. There are times when individual staff members may be working over time and in the office, but we ask that you respect the posted hours.
 3. In order to better serve you and be sure that we are available to address any problem you may have, we encourage you to call the Office to make an appointment, rather than stopping in.
 4. Rent is due and payable on or before the 1st day of any month. Rent is considered “late” after the 5th working day. There will be a \$10.00 late fee. We encourage you to mail your rent to the Office, at the above address, rather than paying in person and risking a lengthy wait. We offer the tenants the choice of using the “Rent Drop” box located in the entry way of Bay Tower. If you do pay in person, rent is collected Monday through Friday between the hours of 8:00 A.M. - 3:00 P.M. It is an evictable offense should your rent be late 4 times within a 12 month period.
 5. All rent payments must be paid in check or money order. Any check returned for Non Sufficient Funds (NSF) will necessitate a NSF charge, late charge and the Authority will no longer accept payment in check from that tenant.
 6. Should you experience a maintenance problem, please call the Office and a work order will be submitted. Maintenance calls are answered according to the severity of the problem. You should not have to wait more than 24 hours for an Emergency repair.
 7. Water beds with bladders are not allowed in our units. Types with tubes are acceptable
 8. Overnight company is to be kept to a minimum. In no event may tenants have overnight guests that total more 14 total days per year without administrative medical approval
 9. You may not paint or wallpaper your walls or change the interior of your apartment or house in any way without prior administrative approval and viewing of the paint chip/s.
- Pets are allowed as per the pet policy. Pets that are not owned by the tenant are not allowed on the premises.
11. When tenant needs repairs, it is vital they call maintenance. Should a tenant purchase equipment / supplies to repair the damage, the Housing Authority will not reimburse the tenant.
 12. Overhead ceiling fans are also allowed, but must be installed by a licensed electrician

13. **Notice to move.** A 30 day “Calendar Notice” must be given before the 1st of the month, in writing, with the last day of the month being the last day of occupancy , and tenant is then obligated to pay rent a full 30 days beyond that date of notice if they have not left the unit and/or turned in their keys. In the case of death, families may move out in less than 30 days, and rent will be prorated to the day the keys are surrendered.
14. Should tenants be locked out of their apartment, there will be a \$60.00 charge for staff to open door at residence after hours. If tenant is able to pick up keys at the office during hours, there will be only the cost of replacement cost for keys.
15. If your maintenance or mechanical problem was caused by you, you will be charged for the cost of the repair. If the call has to be answered after hours, and again the problem was caused by you, you will also be charged for personnel time at a minimum of 2 hours “time and one half.” A list of charges is posted on the building’s bulletin board and in the Office.
16. The Maintenance and Office staff may not be hired to perform services for you after hours, and may not accept any gifts or cash from you.
9. Upon move out, keys must be turned in on the date of move out (last day of month). If the office is not open, keys may be placed in an envelope, marked with address, and dropped into the drop box next to the office door at 319 Chapple Ave. Should the keys not be turned in, tenant will be charged \$25.00 per day, for each day they are late and for the cost of changing the locks to the unit.

Multi-Unit Buildings (Bay Tower, Bay Terrace, Bay Haven)

18. Bay Terrace, Bay Haven, and Bay Ridge are non smoking buildings. You may not smoke in the apartments or anywhere in the buildings. Smoking will be permitted outside the complexes, only. Current residents, who smoke and do not wish to comply with this new requirement, have option of vacating the apartment complex. Residents asked to vacate their apartments because of smoking violations will not be given the option of transferring to a complex where smoking is permitted. Alcoholic beverages are allowed to be consumed inside apartments only. They are not allowed to be consumed in community areas, or outside on our grounds.
19. If you own a car, a parking spot will be assigned to you when you move in. Availability is limited and is on a first come, first served basis. There is also a limited number of car plug-ins. Should you be assigned a parking space with a plug-in, the cost is \$30.00 per season, payable in a lump sum or in 3 installments of \$10.00.
20. Please inform your visitors that they may **not** park in **designated Tenant parking** or in the **drop off area** in the front of the buildings. If they park in the unauthorized place, they take the risk of having their car towed away.
21. The parking lot has designated handicapped parking for visitors. Anyone parking in these spots must have the proper license plate or tags. Anyone found parking illegally in handicapped zone designated both by signage and blue paint) risks a fine and court appearance.
22. There are laundry facilities provided for you which are owned and operated by a private contractor.

Should you experience a problem, please contact the Office. You are asked to use only one washer and dryer when washing and drying clothes.

23. There are garbage rooms in each of the buildings and dumpsters outside of each complex. All garbage must be wrapped before being disposed. (See garbage handout). **ALL MEDICAL SHARPS (NEEDLES AND LANCES) MUST BE PLACED IN THE RECEPTACLES LABELED AS SUCH AND BROUGHT DOWN TO THE OFFICE OR LOCAL DRUG STORE FOR DISPOSAL.**
24. Our congregate buildings have security locks. Guests may enter only after they have called you and you “buzz” them inside or walk to the door and open it for them. Please do not let anyone into the building that you do not personally know. **REMEMBER**, a security system is only as safe as each tenant allows.
25. Sound carries in the hallways and through apartment doors. To be a good neighbor, remember to Keep your TVs and stereos turned down between the hours of 10:00 PM - 8:00 AM. Don’t let your door slam, and speak softly when outside your apartment.
26. The City of Ashland Fire Code prohibits apartment doors or designated fire doors to be propped open. Therefore, it is imperative **YOU KEEP YOUR DOOR CLOSED AT ALL TIMES.**
27. Your utilities, except cable and phone, are included in your rent (congregate building). Therefore, we request that you do your part in conserving energy. For example, please keep your windows closed during the heating season or risk termination of your lease
28. Window air conditioners are allowed in Bay Tower, Bay Terrace. There is a sleeve for them, and our maintenance staff will put them into the sleeve for you. Bay Haven does not have a sleeve, and the tenant is responsible to pay for installation into the living room window. They may not be installed in the bedroom window. There is a \$30.00 charge for the season. This fee may be paid in a lump sum or in 3 equal installments.
29. The Clean Indoor Air Act has designated all common spaces such as hallways, elevators, stair wells, community rooms, entrance ways, laundry rooms, offices and waiting areas as No Smoking areas. Smoking shall also be prohibited in any apartment where an oxygen unit is present. **(ONLY Bay Tower allows smoking)**
30. Tenants are asked, when in community areas, to wear foot wear, and a covering over the full torso.31. Real evergreen trees are not allowed at Christmas in our congregate buildings. Artificial trees are allowed.
32. Tenants living in Bay Tower, Bay Terrace, and Bay Haven must keep their apartment door closed to the hallway. **DOORS MAY NOT BE PROPPED OPEN.** Should AHA staff observe a door left (propped) open, you will receive a warning letter. The second offense will be a \$25.00 fine; the 3rd offense will be a \$50.00 fine, and so on. Eventually this could lead to a resident being asked to vacate their apartment.
33. Convenience Transfers from apt. to apt is allowed at a prepaid, non-refundable charge of \$250.00. Any damage, disposal of abandoned possessions or garbage or heavy cleaning will be charged over and above the \$250.00.

2, 3, 4 and 5 bedroom Family Homes

34. The City of Ashland re-cycles. Each single family unit is provided with a blue bin and tenants are asked to cooperate with the specifications. (Specifications enclosed)
35. Any dryers found un-vented upon regular inspection to home, maintenance will perform the proper venting and charge tenant for this task, and not to exceed \$50.00
36. Individuals in family homes wishing to have playground equipment in their yard must show proof of having Renters Insurance. Outdoor trampolines are not allowed on our properties. Large swimming pools are not allowed. Small swimming pools may be used, **but** must be emptied each night and never left unattended when full.
37. Non- mowing of lawn after receiving a 3 day notice will constitute a \$75.00 charge.
38. Water usage for washing, bathing, cooking and use of toilet is normal. Water and sewer expense is included in rent. Excess water usage above the average cost estimated for the unit size will be charged to the tenant. Leaky toilets will cause extremely high water bills, report them immediately. **Non- reported problems** connected with extreme water usage will mean an extra use of utility charge to the tenant.
39. Tenants may not attach any type of TV dish, hanging device, or put holes on the roof or into the exterior of the building. Any tenant doing so will receive a \$100.00 fine and must remove the device immediately.
40. Family homes are wired for cable. You may not hook up any dish type receiver to your house. Family homes **may have** a dish, but it **may not** be connected to the building. Dishes may be connected to a pole on the lawn.
41. You may not have gardens in family homes, but you may have small plantings next to the house's foundation.
42. Family homes have an air conditioner sleeve in their living room, to place an air-Conditioner in. Should a tenant require air conditioning in their bedroom for medical reasons, they must contact the Public Housing Manager to have their Dr. complete necessary forms, and again it may only be placed in a bedroom where there are two windows to allow for a fire exit.
43. Family homes **may not have** a bed or sleeping area in the basement under any circumstances.
43. **Tenants found with smoke alarms that are without batteries/ nonworking battery will receive a warning for their first notice, a \$50 fine for their second notice and. the third incident (in a 12 month period) of disconnecting the batteries in or removing any smoke detector in the dwelling unit will be evicted.**

A list of Emergency phone numbers and instructions are attached on a separate sheet of paper for your convenience. We suggest that you keep the sheet in a convenient place near your phone. There may be an Increase/decrease in charges for repairs per updates each year.

“I have received a copy of the “House Rules” from the Ashland Housing Authority and they have been read and explained to me.” Updated 09/29/2016

Tenant Signature

Date

Co. - Tenant Signature

Date

Outdoor Grilling Recommendations

Severe fire potential exists whenever residents use barbecue grills, propane, natural gas, charcoal and open flame devices such as clay chimneys - near buildings.

Some of the many fire hazards associated with BBQ grills and open flame devices are:

- Windblown grill embers near structures, especially roofs.
- Careless disposal of charcoal briquettes.
- Flame ups from igniting lighter fluid under porch overhangs.
- Unattended grills that tip over.
- Proximity to structures to combustibles, such as draperies and window coverings, around open doors or windows.
- Part failures, gas leaks, blocked tubes, cracked and brittle hoses, and overfilled propane tanks.
- Fires from grills cause more than property loss – they can result in severe injury or death to tenants.

These recommendations are based on codes from the National Fire Protections Association (NFPA) and the 2000 International Building Code (IBC) on BBQ grills and open flame devices.

I understand the information provided and have had the opportunity to ask questions for further explanation.

_____ <i>Tenant</i>	_____ <i>Date</i>	_____ <i>Co Tenant</i>	_____ <i>Date</i>
_____ <i>PHA Representative</i>	_____ <i>Date</i>		

TITLE VI, Violence Against Women and Department of Justice Reauthorization Act of 2005

This serves as a notice to you regarding the enactment of the law called “Violence Against Women and Department of Justice Reauthorization Act of 2005 signed by President Bush. This enactment is part of the U.S. Housing Act of 1937, Title VI of which Sections 8(o)(7)(C) and (7)(D) govern prohibitions on termination of assistance and evictions for domestic violence, dating violence, or stalking.

Implementation of the following provisions of Title VI, Section 606 requirements will be entered into by the City of Ashland Housing Authority and are your *rights and responsibilities*:

Selection:

- That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

Lease Terms Regarding Termination:

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

Termination of Assistance/Eviction:

- Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

If you feel you are a victim of domestic violence, dating violence, or stalking and that you could be denied housing or could be evicted due to any of these circumstances, you should report this to the Ashland Housing Authority. You will need to:

- 1) certify via a HUD-approved certification form that you are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and such certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after the Ashland Housing Authority requests such certification in writing or,
- 2) provide the requesting Ashland Housing Authority with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the

- 3) victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or
- 4) an individual can produce a court record.

Confidentiality

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

Domestic Violence – [as defined in Section 40002 of VAWA 1994] states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from the person’s acts under the domestic or family violence laws of the jurisdiction.”

Dating Violence – [as defined in Section 40002 of VAWA 1994] states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence committed by a person –
(A) who is or has been in a social relationship of a romantic or intimate nature with the victim;
and
(B) where the existence for such a relationship shall be determined based on a consideration of the following factors:
(i) The length of the relationship.
(ii) The type of relationship.
(iii) The frequency of interaction between the persons involved in the relationship.”

Stalking - ‘means’

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person’ and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
(i) that person’
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person; ...”

Immediate Family Member – “means, with respect to a person-

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.”

Violence Against Women Act Recipient acknowledgment form

I /We have received a summary of, and read and understand the contents of the “Violence Against Women Act”, and have had the opportunity to ask questions for further explanation.

<hr/> Resident Signature	<hr/> Date
<hr/> Resident Signature	<hr/> Date
<hr/> Resident Signature	<hr/> Date
<hr/> PHA Representative	<hr/> Date

Saved as: VAWA.1.EXPLANATION1