



Modified 07/22/2014

## DWELLING LEASE AGREEMENT

### PART I.

**THIS AGREEMENT:** (PARTS I & II) is executed between the Marquette Housing Commission (MHC) and “tenant” (herein called the “resident”) and is effective as of this date \_\_\_\_\_.

**TERM:** This shall be a one (1) year/ 12-month Lease for the initial term. Thereafter, it shall be a month-to-month Lease term renewable as herein provided. After the initial term of the Lease, a 30-day written notice to vacate is required by the Resident to terminate said Lease.

**HOUSEHOLD COMPOSITION:** The premises at \_\_\_\_\_ are herein rented for the exclusive use and occupancy of the resident/family and other non-family members (foster children and live-in caregiver) as listed. Any adult added to this family after the initial issuance of this lease must submit an application for screening and be approved by the landlord prior to changing the household composition as listed.

Name	Relationship	Date of Birth	Social Security #
1.			
2.			
3.			

**RENT:** Monthly rent of \$ \_\_\_\_\_ shall be due and payable on or before the first day of each month. This rent amount shall remain in effect until adjusted in accordance with this lease (PART II).

If Resident is not moving into the apartment on the first of the month, the Pro-rated rent for the first month is \$ \_\_\_\_\_ due and payable in full before keys will be issued.

**This Resident's choice of rent is (check one):**

Commission determined flat rent, or  Income based rent, as explained in Part II, Section I of this lease.

**SECURITY DEPOSIT:** The resident will pay a security deposit of 1 ½ times the admission rent, not to exceed \$200 by the move in date

**COMMUNITY SERVICE:** In order to be eligible for continued occupancy, each adult member must either (a) contribute eight hours of community service (not including political activities) within the community in which the public housing development is located, or (b) participate in an economic self sufficiency Program unless exempt from this requirement. Such exemptions are identified in the Admissions and Continued Occupancy Policy of the MHC. If the family is in noncompliance with this requirement, the lease will not be renewed and will be terminated.

I, the resident, hereby understand that I (check one):  am/  am not required to perform community service.

**EXECUTION:** By Resident's signature(s) below, Resident and Household agree to terms and conditions of PART I and PART II, Addendums and documents made a part of the lease by reference.

RESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

MHC REP: \_\_\_\_\_

DATE: \_\_\_\_\_



## PART II OF DWELLING LEASE

### I. PAYMENTS DUE UNDER THE LEASE

#### A. SECURITY DEPOSIT

1. The MHC will hold security deposit, in the amount of one and one half (1 ½) times the admission rent, not to exceed two hundred dollars (\$200), for the period that the tenant resides in the dwelling unit at River Valley Bank. The full security deposit is due prior to move in. Keys will not be issued until security deposit is received in full. Third party written or verbal verification is required if security deposit is to be paid by a service agency. The security deposit may be refunded to the providing agency at move-out.
2. The security deposit will be returned in full upon vacating if the following conditions are met:
  - a. Rent and other charges/damages are paid in full.
  - b. No cleaning or repairs beyond ordinary wear and tear is necessary.
  - c. The unit keys are returned to management and a check out form is completed and signed.

#### B. RENTAL PAYMENT

1. Rent is based on the Marquette Housing Commission determined flat rent or the formula based rent utilizing family income. Rental amount stated in this lease will remain in effect until adjusted in accordance with the provisions of this lease.
2. Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based rent method at any time if the family's income has increased/decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.
3. There is a minimum rent charge of \$50.00. Minimum rent will not be prorated in the case of mid-month move in or move out. If a family is paying minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.
4. Rent is due on the first day of each month at one rent drop boxes, located at 316 Pine Street, Marquette, MI. 49855 or 125 Dobson Street, Marquette, MI 49855 (herein after referred to as "administrative office(s)"). There are rent drop boxes also located at each office. If the first of the month falls on a weekend or legal holiday for the MHC, all current charges will be due in full on the next regular business day. The schedule of legal holidays will be posted on bulletin boards at the administrative office.
5. All payments must be in the form of check or money order. Cash payments over \$10.00 are not acceptable. There is a locked, metal payment box is located at the front entrance of Pine Ridge Apartments and Lake Superior Village. If a reasonable accommodation is needed to make a payment, arrangements will be made upon receipt of a written request.
6. If rent payment is not received before the sixth day of the month, a Notice to Quit will be issued.
7. A late fee of \$15.00 may be assessed every time rent or any other outstanding balance is late.
8. A check returned to MHC for non-sufficient funds shall be considered non-payment of rent. A lease violation and a \$15.00 charge will be assessed and tenant will be required to make all future payments by money order only. A late fee may also be incurred.

### **C. PAYMENT AGREEMENTS**

1. Payment Agreements will be made in the case of proven hardship, a contractual payment may be arranged. The agreement must be signed by the lease holder and a designated MHC employee. The first payment of this agreement must be made at the time the agreement is initiated.
2. The authority to accept partial payments and/or grant an extension of time will be vested in the authority of the Project Manager and/or Executive Director of the MHC. Their decision shall be final.
3. All requests for partial payment and time extensions will be documented in the file, stating the reason for the request and specifying the date the rent or other charges will be paid in full.

### **D. UTILITIES**

1. The MHC agrees to furnish utilities as specified below:
  - a. Pine Ridge:
    1. MHC shall provide water and sewer, electricity and heat in amounts and at times as necessary according to local customs and usage.
    2. MHC reserves the right to charge an excess electricity fee for use of individual air conditioning units during the months of May through September (\$25 per month). Portable dishwasher, clothes washer, freezer or second refrigerator installed by the tenant are also subject to an additional charge. Excess fee will be determined by MHC and posted at the administrative office. Failure to notify MHC of such appliances may result in a lease violation and excess utility charge which may be billed retroactively.
    3. Tenant agrees to immediately notify MHC of any interruptions of utilities to his/her unit.
  - b. Lake Superior Village:
    1. MHC shall provide water/sewer, electricity and heat in and at amounts and times as necessary according to local customs and usage.
    2. Electricity is provided and metered on individual unit check meters.
      - a. The table of utility allowances is posted at the administrative office.
      - b. Unit check meters will be read monthly. Tenant is responsible for paying excess utility charges. These charges are due in full the first day of the month following the date the charge was incurred.
    3. The tenant agrees to maintain sufficient heat to prevent freezing of piped water.
    4. The tenant agrees to use all utilities in an energy conservative manor. Wasteful use of utilities may result in a fee to the tenant.
    5. The tenant will be charged for damages resulting from his/her failure to maintain sufficient heat or to notify MHC about conditions which can lead to excessive consumption beyond normal usage of any utilities.
    6. MHC shall not be responsible or liable for failure to supply any utilities beyond its control.

### **E. OTHER CHARGES MAY INCLUDE BUT ARE NOT LIMITED TO:**

1. Damages done to the unit by tenant or tenant's visitor.
2. Fees associated with cleaning up after a pet (refer to Pet Policy).
3. Reasonable attorney fees and court costs shall be assessed against the tenant in any legal action brought by the Marquette Housing Commission as provided in 24 CFR 966.6(h).

## **II. RENT RECERTIFICATIONS**

### **A. INCOME BASED RENT**

1. At least annually, by the date specified by MHC, tenants paying income based rent are required to provide MHC with accurate and current information on the following:

- a. Family composition.
  - b. Annual income and sources of income of all family members.
  - c. Expenses.
  - d. Assets.
2. Failure to provide required information may result in a termination of lease.
  3. The MHC shall verify the information supplied by the tenant and use the verified information to establish the amount of the tenant's rent for the next year.
  4. In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the percentage of income rent option, the MHC may schedule interim rent reviews every ninety (90) days.
  5. At the time of the annual review, the MHC shall advise the tenant of any income that will be excluded from rent calculation. Tenant will need to confirm the amounts used in rent calculation.
  6. In the event of any rent adjustment pursuant to this section, the MHC will provide a written "Amendment to Rental Agreement" to tenant:
    - a. In the case of rent decreases, the adjustment shall become effective the first of the following month.
    - b. In the case of rent increases, the adjustment will become effective the first of the second following month, unless:
      1. The rent increase results from a finding of intentional misrepresentation. If there is a finding of intentional misrepresentation, such rent shall be made retroactive to the date the increase should have occurred.
      2. A family starts receiving welfare assistance, in which case, the rent increase shall become effective on the first of the following month. This also applies to families paying minimum rent.

## **B. FLAT RENT**

1. Income reviews are required every third year for tenants choosing the flat rent option.
2. Tenants who have chosen this option will be notified at the appropriate time for this recertification.
3. The flat rate may be adjusted at any time based on the average of unsubsidized rents in the area.
4. Tenant will be notified about adjustments and may elect to change his/her rent choice option at any recertification.
5. A flat rent can only be chosen by the tenant at the time of annual or interim recertification.
6. Tenant may request a change in rent choice option before the date of the review if the family experiences a decrease in income, or circumstances have changed increasing expenses for child care, medical, etc., or other circumstances that will create a hardship on the family such that the formula method would be more financially feasible for the family.
7. Tenants are required to report changes in income, family composition, and assets used to calculate rent within ten days.

## **C. EARNED INCOME DISALLOWANCE**

1. Increased earnings due to employment shall be excluded:
  - a. When a family member becomes employed after being unemployed for at least one year, or
  - b. When income increases during the participation in any family self-sufficiency or other job training program.
  - c. When a family member who is or was assisted under TANF within six months and whose earned income increases, may not have their rent increased for 12 months after commencing work.
  - d. Were underemployed the immediate past year (earned less than the equivalence of 500 hours at minimum wage).

2. After the initial 12 month period expires, rent can only increase by 50% of what it normally would during the next 12 month period. This applies to all adult family members in the household.
3. A tenant has a 48 month window of EID eligibility.

### III. INTERIM RENT ADJUSTMENTS:

#### A. REPORTING REQUIREMENTS

1. All tenants must report within ten (10) days to MHC any of the following changes in household circumstances occurring between annual rent recertification:
  - a. A member has been added to the family through birth, adoption, affinity, or court-awarded custody. Tenant must provide documentation proving that the family has physical custody of minor child(ren) for at least 183 days per year to be eligible for program benefits.
  - b. A household member is leaving or has left the family unit.
  - c. A decrease or increase in annual income or assets exceeding \$5000.
  - d. Changes in expenses including:
    1. Any unreimbursed child care expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school.
    2. Disabled assistance expenses, which enable a family member to work.
    3. Medical expenses of elderly or disabled members of the household that are not covered by insurance.
    4. Tenant is no longer responsible for paying medical expenses.
    5. Other qualifying expenses.
2. Interim rent adjustments requested after the 20<sup>th</sup> of the month may not be completed prior to the end of the month.

#### B. CHANGES IN WELFARE PAYMENTS

1. Notwithstanding the provisions listed above, a tenant's rent shall not be reduced if decreased family income is a result of a reduction in welfare or public assistance benefits due to an **act of fraud or failure to comply** with the conditions of an assistance program requiring participation in an economic self-sufficiency program or other work activities. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.
2. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a tenant's rent will be reduced as a result of such a decrease. The MHC shall verify the information provided by the tenant to determine if a decrease or increase in the rent is warranted.

### IV: TRANSFERS

- A. If MHC determines that the size of the dwelling unit is no longer appropriate to tenant's needs, MHC may amend the lease by notice to the tenant, in accordance with Section XI hereof and tenant agrees to move to an appropriate size unit upon sufficient notice by MHC that such a dwelling unit is available. The tenant shall be given a reasonable time in which to move, not to exceed five (5) days. All moving expenses shall be paid by the tenant.

- B. If a unit is over or under occupied due to a change in family circumstances, tenant will be required to transfer to an appropriate sized unit (including cases with live-in aides). MHC will notify family of first available proper-sized unit and family must accept transfer or turn in their 30 day notice to quit.
- C. MHC shall not transfer a family to another unit except:
  - 1. To alleviate over-crowding or otherwise make the bedroom size of the unit fit the needs of the family according to the approved Admission and Continued Occupancy Policy.
  - 2. To alleviate medical hardship.
  - 3. For demolition, disposition, revitalization or rehabilitation which determination shall be made by MHC. The tenant may ask for an explanation stating the specific grounds for the MHC determination, and if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the MHC grievance procedure.
  - 4. Emergency situations that affect the health and safety of the tenant or neighboring tenants. In the event of an emergency transfer, the cost of the move shall be the responsibility of:
    - a. The tenant if the health and safety hazard is the result tenant action or inaction.
    - b. MHC if the health and safety hazard is a result of MHC action or inaction.

**V: THE MARQUETTE HOUSING COMMISSION AGREES TO THE FOLLOWING:**

- A. To comply with requirements of applicable building codes, housing codes, and HUD regulation materially affecting health and safety.
- B. To make necessary repairs to the premises.
- C. To keep buildings, facilities, and common areas not otherwise assigned to the tenant in a decent, safe and sanitary condition.
- D. To maintain in good order and condition electrical, plumbing, heating, ventilation and other facilities and appliances, including elevators, supplied or required to be supplied by management.
- E. To provide and maintain appropriate receptacles and facilities (except containers or city garbage bags for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant.
- F. To provide water, sewer, hot water and heat, and electricity as necessary according to local customs and usage.
- G. To include in each dwelling unit a range, refrigerator and smoke detector.
- H. The MHC reserves the right to make any improvements for modernization.
- I. To make reasonable accommodations when requested by a qualified tenant with a disability and the accommodation will directly improve access to the facilities or programs provided by the MHC. When accommodations are made by the tenant, the unit must be returned to its original condition at the time tenant vacates the unit (at tenant's expense). Accommodations are not reasonable if they require a fundamental alteration in the nature of the dwelling unit, the program or if they impose undue financial burdens on the MHC. The cost of such modifications shall be:
  - a) shared equally with the tenant.
  - b) be paid by a third party, or
  - c) be paid by the MHC, depending on cost and circumstances.
- J. To provide basic garbage collection.
- K. Provide snow removal from MHC parking lots at Pine Ridge and sidewalks.

**VI: THE TENANT AGREES TO THE FOLLOWING:**

**A. AS A TENANT OF THE MARQUETTE HOUSING COMMISSION:**

1. To pay rent and charges on a monthly basis in the amount determined in this lease, promptly when due, without any deductions and without obligation on the part of MHC to make any demands for the same.
2. To keep the premises assigned to them in a clean and sanitary condition and to comply with all laws, health, and policy requirements and regulations with respect to said premises.
3. To abide by necessary and reasonable regulations and policies promulgated by MHC for the benefit and well-being of the tenants and the housing development that shall be made available at the administrative office and incorporated by reference in this lease. Violations of such regulations constitute a violation of the lease.
4. To comply with all obligations imposed by applicable provisions of building and housing codes materially affecting health and safety.
5. To comply with City Ordinance and not smoke in common areas and within twenty (20) feet of a building.
6. To dispose of all ashes, garbage, rubbish, or other waste from the premises in a sanitary and safe manner and refrain from littering or leaving trash in common areas. To refrain from and cause members of tenant's household to refrain from littering or leaving trash in common areas. If tenant fails to dispose of trash appropriately, management will pick up and dispose of same, passing a charge on to the tenant. Large household items, such as furniture, must be disposed of properly and not placed in any dumpsters on MHC property.
7. To use all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appurtenances including elevators in a reasonable and safe manner.
8. To refrain from and to cause family or guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project. If damage to the property shall be caused by their acts or neglect, other than normal wear and tear, MHC may make repairs needed and charge the total associated cost, thereof, to the tenant.
9. To be responsible for their own conduct as well as the conduct of their family, friends and visitors (including their children's friends). Such conduct is not to disturb any neighbor's peaceful enjoyment of their accommodations and is to be conducive to maintaining the premises in a decent, safe and sanitary condition. In no way may Tenant, family and/or visitors interfere with the rights, comforts, and the conveniences of his/her neighbors.
10. To assure any member of the household, guest, or other person under the tenant's control, shall not engage in:
  - a. Any activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other tenants, employees of the MHC or others, or
  - b. Any criminal or drug related criminal activity on premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit and/or the issuance of a "No Trespass" document to guest(s).

*\*For the purposes of subparts (a) and (b) of this section, the term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession and/or 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) or as determined by State or Federal law and as described in CRS Report for Congress order RS21199 "No-fault eviction of Public Housing Tenants for Illegal Drug Use." **This includes the use of medical marijuana.***
11. To keep all noise levels including voice, radios, television, and other electronic equipment or musical instruments at a level that will not disturb neighbors. Tenants should be quiet from 10 PM to 8 AM, in consideration of their neighbors.
12. To allow no animals or pets of any kind on the premises except as designated by Federal law and in compliance with the MHC Pet Policy.
13. To not allow any person or persons listed on the posted "No Trespass" list to be on MHC property at any time for any reason.

14. To refrain from having unlicensed, inoperable, unregistered, immobile or abandoned vehicles on the premises. If necessary, such vehicles will be towed from the premises at tenant's expense. Tenants are required to register their vehicle at the appropriate administrative office. Registration shall take place at lease up or within 24 hours of getting (or changing) a vehicle.
15. To house no item of furniture which in MHC's sole discretion shall cause an over loading of the structure of the building. Any and all damages to the premises caused by such items shall be charged to the tenant in accordance with Section VII of this lease.
16. Not to assign the Lease or sublease the dwelling unit.
17. Not to provide accommodations for boarders or lodgers, or guests in an excess of fourteen (14) days in any twelve (12) month period annually unless advance consent is given by the MHC. The MHC may issue a NO TRESPASS ORDER and/or bring eviction action to violators of this provision, in accordance with their policy governing same:
  - a. It is the tenant's duty and responsibility to prove a person is not living with them when requested by the MHC.
  - b. Not to allow others to use their unit as a mailing address. The MHC will use such as proof the person is residing in the unit.
18. To use the premises solely as a private dwelling for tenant and his/her family listed on the lease. If approved by MHC, addition persons residing in the dwelling may include:
  - a. Foster child(ren).
  - b. A live-in aide. For the purpose of this lease a live-in aide:
    1. Shall mean a person who resides with an elderly, disabled or handicapped person and would not be living in the unit except to provide the necessary supportive services.
    2. Is determined to be essential to the care and well-being of the person.
    3. Is not obligated for the support of the person.
    4. Meets screening criteria as it relates to suitability.
    5. May not occupy the unit until approved by the MHC.
    6. Will not be allowed to remain in the unit when/if the support services are no longer necessary.
19. To use no RV, ATV, motorized bike or snowmobile on the premises nor permit guests to use such vehicles except for safe ingress or egress from the premises.
20. To use the premises solely as a private dwelling and not to use or permit its use for any other purpose.
21. To make no alterations, repairs or redecoration in or about said premises without first obtaining the written consent of management. This shall include but not be limited to changing any locks on any door of the premises, wallpapering, painting, installing fences or storage buildings, placing any aerials, antennas or other cable or electrical connections on the premises, changing or removing any management owned appliance, fixture or equipment. No "contact paper" on walls is allowed at any time.
22. Not to dismantle or disconnect any smoke alarm. To report any malfunctioning alarm to management immediately.

**Note: Dismantling smoke alarms is a severe violation and can result in eviction for endangering property and other tenants. Tenant will be charged for replacement of such smoke alarm if dismantled or disconnected.**
23. Not to store any gas engine or any combustible materials inside the dwelling unit.
24. Not to make extensive repairs or service vehicles in parking areas. Not to park a vehicle that is leaking oil, anti-freeze, gas or other fluid, unless pavement is protected. Tenant is responsible for any damage caused.
25. To take precautions to prevent fires, including not leaving burning candles unattended or disposing of smoking material in an unsafe manner.

26. To abide by such necessary and reasonable regulations as may be set by management for the benefit and wellbeing of the tenants and housing units, as set forth in Occupancy Guidelines, Abandonment Policy, Admissions and Continued Occupancy Policy, Policy for Collection of Tenant Accounts Receivable, Pet Policy and other additional regulations as required by Federal law, public acts or city ordinances.
27. To obtain written consent of the MHC, before members of the household may engage in legal profit making activities in the unit, where the MHC determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
28. To act in a cooperative manner with neighbors and MHC staff. To refrain from and cause guests and family members to refrain from acting or speaking in an abusive or threatening manner. This will include but not be limited to using foul language, making disparaging remarks, and language or actions which may be interpreted as sexual, ethnic, racial, or religious harassment.
29. To be dressed in appropriate clothing when in public areas and administrative offices. Bed garments, underwear, lingerie and nudity are not appropriate in public areas. Also, close doors, drapes and/or blinds when inappropriately attired within the confines of your home.
30. To assure the tenant, family members, guests or visitors not use alcohol in common areas. 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 of peaceful enjoyment of the premises by other tenants.
31. To assure only curtains will be hung in windows, no sheets, blankets, towels, etc. Shades or blinds are permitted. All screens to remain in all windows at all times.
32. To physically occupy the unit a majority of the year (6 months & 1 day) or vacate the unit if an extension has not been granted by the MHC.
33. To pay the current overtime rate for two hours should staff be requested to respond to a lockout or other negligent act by the tenant after hours, holidays or weekends. The amount will be charged with the following month's rent.
34. To expressly agree and acknowledge that each adult tenant signing this lease is jointly and severally liable for any and all damages, fees, charges, or rents arising out of the tenancy, whether those damages, fees, charges, or rents were caused by or incurred by the tenant or someone else.
35. To expressly agree and acknowledge that MHC reserves the right to bifurcate the lease obligations and rights of the various adult tenants. The MHC may bi-furcate this lease in order to evict, remove, or terminate assistance to an individual who is a tenant or lawful occupant. This means that the parties agree that the MHC may, at its option and under its sole discretion, choose to terminate the lease or take other action against one adult tenant without taking the same action against the other adult tenants.
36. Failure to comply with the Community Service requirement will result in the MHC opting not to renew the lease.
37. To refrain from using any airborne fireworks on MHC property.
38. To refrain from smoking in the common areas of Pine Ridge, within 20 feet of any MHC building, or in any unit designated as non-smoking.
39. To have air conditioners installed properly only in rooms that will maintain least two forms of egress from the room. (i.e. one exterior door and one window.) The area over the A/C unit must be either Plexiglas or a thermo pane window, an expense borne by the tenant. This filler shall not be attached in any fashion that may result in holes or damage to the window, paint or any surrounding material. Plywood, plastic, Styrofoam or any other material may be NOT used as a substitute for Plexiglas or a thermo pane window without prior approval from MHC. The A/C unit(s) must be removed from October through May of each year.
40. Tenants should purchase and maintain renter's insurance. MHC's insurance policy does not cover tenant's possessions.

**B. ADDITIONALLY AS A TENANT AT PINE RIDGE ONLY:**

1. To keep entrance doors closed when smoking in designated smoking units.
2. To only utilize designated pet area when taking pets outside to go to the bathroom.
3. To occupy only one parking spot.
4. To not park in visitor parking areas.
5. To wear footwear when in common areas.
6. To follow MHC's snow removal procedure for Pine Ridge.
7. To utilize tenant computers in the library in accordance with the Computer Use Guidelines.

**C. ADDITIONALLY AS A TENANT LAKE SUPERIOR VILLAGE ONLY:**

1. To maintain dwelling patio and yard around the dwelling which the tenant occupies. This includes removing trash, removing pet waste, removing cigarette butts and in whatever other way necessary to maintain the patio and yard in a clean, neat, safe and sanitary condition.
2. To take lawn ornaments inside during the winter months.
3. To maintain clear access at all times to the furnace room.
4. To shovel snow from sidewalk to the unit, the entrance to the furnace room and the tenant's assigned parking area.
5. To follow parking rules stated in MHC's Parking Policy.
6. To properly vent clothes dryer with a flexible hose kit. Plastic is not recommended due to fire danger.
7. To store lawn and snow care equipment in the storage shed only.

**VII: MAINTENANCE AND REPAIR AND OTHER CHARGES**

- A. Tenants shall use reasonable care to keep the dwelling unit in such condition as to prevent health or sanitation problems from arising.
- B. Tenants shall notify MHC promptly of known need for repairs to the dwelling unit and of known unsafe conditions in the common areas and grounds of the development which may lead to damage or injury. Failure to report these conditions may subject the tenant to additional charges.
- C. Except for normal wear and tear, tenant agrees to pay reasonable charges for repair of damage to the leased premises caused by tenant, his/her household, or guests and for services rendered which tenant is responsible for, such as trash removal. Such charges are billed to tenant and shall specify the items or damages involved, corrective action taken and the cost thereof.
- D. All charges assessed to the tenant for labor and materials for damages to unit or other MHC property or facilities, are due in full, the first day of the month following the date the charge was incurred unless other arrangements are made in writing with the MHC.
- E. After hours emergencies, may be billed to the tenant at a rate of 2 hours overtime. Maintenance staff in conjunction with Project Managers will determine if charges are necessary.
- F. Costs awarded to the MHC upon entry of a Judgment through the 96<sup>th</sup> District Court for litigation and attorney and court costs associated with eviction proceedings will also be assessed to the lease holder.

**VIII: INSPECTIONS:**

**A. MOVE IN**

1. An adult family member along with an MHC staff member will inspect the premises prior to commencement of occupancy.
2. The tenant will turn in the signed Inventory Check List to MHC within seven (7) days of move in.
3. At the time of inspection, the tenant may request and receive a copy of the last termination inspection report showing charges to the last prior tenant.

4. Should a new tenant accept an apartment in “as is” condition, such tenant will be required to leave it, at move out, in a good clean condition. “As is” shall be defined as requiring minor repairs and some cleaning (such as washing windows or floors).
5. The Marquette Housing Commission does not provide carpeting in dwelling units.

**B. MOVE OUT**

1. An authorized MHC representative will inspect the premises at the time the tenant vacates.
2. The tenant or representative shall be provided with an opportunity to participate in the termination inspection unless the tenant vacates without notice to management.
3. In accordance with state law, the MHC will furnish a statement of any charges to be made. If the tenant’s security deposit is inadequate to cover unpaid rent and/or damages, the tenant will be invoiced for any monies owed to MHC.

**C. ANNUAL INSPECTIONS:**

1. The MHC will inspect each public housing unit annually to ensure each unit meets the MHC’s and HUD’s housing standards.
2. Work orders will be submitted and completed to correct any deficiencies. Tenants will be charged appropriate maintenance charges to correct any deficiencies caused by the tenant or person for which the tenant is responsible.

**D. PREVENTATIVE MAINTENANCE INSPECTIONS:**

1. Generally conducted along with the annual inspection and is intended to keep the dwelling and MHC owned property in good repair.
2. Inspections include:
  - a. Monitoring weatherization efficiency.
  - b. Inspecting condition of the smoke detectors, water heaters, furnaces, automatic thermostats.
  - c. Check water temperatures.
  - d. Checks for leaks.
  - e. Servicing that extends the life of the unit and its equipment.

**E. SPECIAL INSPECTIONS:**

1. *A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the MHC.*
2. *In cases where the MHC has cause to believe a problem exists.*

**F. HOUSEKEEPING INSPECTIONS:**

As necessary, the MHC will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. This may require putting a tenant on a “probationary period” for the correction of housekeeping issues.

**G. EMERGENCY INSPECTIONS**

In the event a health and safety issue is suspected, MHC will enter the unit to determine if a health and safety condition exists, to make necessary repairs, or allow contractors entry to protect MHC property and tenant’s well-being.

**IX: ENTRY OF PREMISES DURING TENANCY**

- A.** Tenant agrees that the duly authorized agent, employee or representative of management will be permitted to enter tenant’s dwelling unit for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Such entry may be made without tenant’s permission only during reasonable hours and after advance notice of 48 hours, in writing, to tenant of the date, approximate time, and purpose.
- B.** Management shall have the right to enter tenant’s dwelling unit without prior notice to tenant if management reasonably believe that an emergency exists. The 48-hour notice is waived if the tenant notifies management of the need for repairs to the dwelling unit and gives oral permission to

management to enter to do the repairs. In the event that the tenant and all adult members of the tenant's family are absent at the time of entry, management shall leave a written statement of the date, time and purpose of entry.

## **X: LEGAL NOTICE**

- A.** Except as noted in Section IX above, notice to the tenant shall be in writing and delivered to the tenant or to an adult member of the tenant's household residing in the dwelling or sent by prepaid first class mail properly addressed to the tenant or posted on tenant's door.
- B.** Notice to management shall be in writing and either hand delivered sent by prepaid first class mail to the Marquette Housing Commission, 316 Pine Street, Marquette, MI. 49855 or Marquette Housing Commission, 125 Dobson Place, Marquette, MI. 49855.

## **XI: TERMINATION OF THE LEASE**

### **A. TENANT LEASE TERMINATION**

- 1. This lease may be terminated after 12 months by tenant at any time by giving thirty (30) days written notice.
- 2. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted. Tenant will return the keys to management when unit is vacated.  
**Note: Failure to return the keys will result in a lock change and the cost thereof being charged to the tenant.**
- 3. *If the MHC believes the unit has been abandoned, the MHC shall follow the policy as set forth. The policy is available upon request by the tenant in the Admissions and Continued Occupancy Policy.*
- 4. *If a unit is considered abandoned, MHC may charge a minimum \$250 abandonment fee to the tenant.*
- 5. *If a unit is considered abandoned, an MHC representative will enter the unit and remove any abandoned property in accordance with the MHC Abandonment Policy.*

### **C. MARQUETTE HOUSING COMMISSION LEASE TERMINATION**

Management shall terminated this lease or refuse to renew this lease for the following reasons and provide the following amount of time:

#### **1. 24-Hour Notice:**

- i. Illegal drug activity on the premises.
- ii. Any member that includes an individual who is subject to a lifetime registration requirement under a State Sex Offender registration program.

#### **2. 7-Day Notice:**

- i. Nonpayment of rent.
- ii. Extensive and continuing physical injury to property.
- iii. Serious and continuing health hazard.

#### **3. 30-Day Notice:**

- i. Three violations of material lease within 12 months.
- ii. Forceful entry OR peaceful entry, with forceful stay Or trespass.
- iii. Holding over after natural expiration of lease term.
- iv. "Just cause" for terminating tenant of government-subsidized housing including but not limited to:
  - 1. Failure to abide by Sections IV and VI of this Lease.
  - 2. Discovery after admission of facts that made the tenant ineligible.

3. Discovery of material false statements or fraud by the tenant in connect with an application for assistance or with reexamination of income.
4. Failure to accept the MHC's offer of a lease revision to an existing lease that is a form adopted by the MHC in accordance with 966.3 CFR, with written notice of the offer of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect and with the offer specifying a reasonable time limit within that period for acceptance by the family.
5. **One strike you're out clause:**
  - a. Purpose is to assure that the tenant, any member of their household, a guest, or another person under the tenant's control, shall not engage in:
    - i. Any activity that threatens the social environment, health, safety or right to peaceful enjoyment of the public housing premises by other tenants, employees of the MHC or others, or
    - ii. Any drug related criminal activity on or off such premises.
  - b. These activities shall be cause for termination of tenancy, and for eviction from the unit and/or the issuance of a "No Trespass" document to guest(s) or tenant(s).

*\*For the purposes of subparts (a) and (b) of this section, the term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession and/or 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) or as determined by State or Federal law and as described in CRS Report for Congress order RS21199 "No-fault eviction of Public Housing Tenants for Illegal Drug Use." **This includes the use of medical marijuana.***

Evictions are civil, not criminal matters. To terminate a lease and evict a Tenant, a criminal conviction or arrest is not necessary and MHC need not meet the criminal standard of "proof beyond reasonable doubt" in eviction proceedings. Criminal activity is cause for eviction even in the absence of conviction or arrest. The Tenant is not entitled to a grievance hearing and the MHC will proceed to judicial eviction in cases involving criminal activity, up to and including drug related activity that threatens the health, safety or right to peaceful enjoyment of premises by other tenants, employees of the MHC or others. MHC will take immediate action to evict any household that includes and individual who is subject to a lifetime registration requirement under a State Sex Offender registration program (this includes guests and visitors).

## **XII: GRIEVANCE PROCEDURE**

- A. All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of management which is in effect at the time such grievance or appeal occurred, which procedure is posted at the management office and incorporated herein by reference.
- B. The tenant is not entitled to a grievance hearing for violating Section VI. A. 10 of this lease.
- C. Individuals who are subject to a lifetime registration requirement under a State Sex Offender Registration Program are not entitled to use the grievance procedure.

## **XIII: ADJUSTMENTS AND MODIFICATIONS**

- A. This lease, together with any future adjustments of rent as provided for in of this Lease and any modifications made by management of the Admission and Continued Occupancy Policies, the

Occupancy Guidelines, and other policies, rules and regulations, evidences the entire agreement between management and tenant.

- B. Modifications of the Lease must be accomplished by a written rider to the lease executed by both parties except in the case of rent adjustments as provided for in this lease. In the event of a change in Federal or State law after the execution of this lease, it is understood that the parties hereto shall be bound by said changes effective of the date mandated by the law.

**XIV. TRUTH IN RENTING ACTION (MCL 554.631 TO 554.641): PROVISIONS:**

Management and tenant specifically agree that the Lease shall not, is not intended, nor shall it be construed to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this Lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of the Lease shall continue to remain in full force and effect.

**XV. AVAILABILITY OF ASSISTANCE FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

1. Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency.” requires all owners and agents to identify any need for Public Housing assistance to those with limited English proficiency (LEP), and develop and implement a system to provide Public Housing assistance so LEP persons can have meaningful access.
2. Management will provide for such meaningful access consistent with, and without duly burdening, the fundamental mission of the property. We will work to ensure that people who need housing assistance are provided meaningful access to the HUD Public Housing.

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