

# TRAVERSE CITY HOUSING COMMISSION RESIDENTIAL LEASE AGREEMENT

## PART I: TERMS & CONDITIONS

**THIS LEASE AGREEMENT** (herein called the "Lease") is between the Traverse City Housing Commission, (herein called "TCHC") and Tenant named in Part II of this lease (herein called "Tenant"). [CFR 966.4 (a)]

### **I. Description of the Parties and Premises.** [CFR 966.4 (a)]

- A. The TCHC, using data provided by Tenant 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. [CFR 966.4 (a)]
- B. Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The TCHC may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the TCHC's policy on such activities. [CFR 966.4 (d)(1 & 2)]
- C. Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of the TCHC. Such approval will be granted only if the new family members pass the TCHC'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. [CFR 966.4(a)(2) & (d)(3)(i)].

Tenant agrees to wait for the TCHCs 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 TCHC may terminate the lease in accordance with Section XIV [CFR 966.4 (f)(3)]

- D. Tenant shall report deletions (for any reason) from the household members named on the lease to the TCHC in writing, within 10 days of the occurrence. [CFR 966.4 (c)(1) & (2) & (f)(3)]

### **II. Lease and Amount of Rent.**

- A. Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. [CFR 966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the TCHC in accordance with Section VII herein. [CFR 966.4 (c)]

The amount of the Total Tenant Payment (rent plus utilities) and Tenant Rent (amount of rent paid to owner) shall be determined by the TCHC in compliance with HUD regulations and requirements and in accordance with the TCHC's Admissions and Occupancy Policy. [CFR 966.4 (c)]

- B. Tenant Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. In addition to Tenant Rent, Tenant is responsible for the payment of certain other charges specified in this lease. [CFR 966.4 (e)(1) & (3)]

When the TCHC makes any change in the amount of Total Tenant Payment or Tenant Rent, the TCHC shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Tenant 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 TCHC. If Tenant asks for an explanation, the TCHC shall respond in a reasonable time. [CFR 966.4 (c)(4)]

**III. Other Charges.** In addition to Tenant 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 include: [CFR 966.4 (b)(2)]

- 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 TCHC 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 TCHC or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the TCHC for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [CFR 966.4 (b)(2)]
- B. Excess Utility Charges – If utilities are provided by the TCHC, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [CFR 966.4 (b)(2)]
- C. Late Charges – A charge of \$25.00 will be charged for Tenant Rent or other charges paid after the fifth calendar day of the month. [CFR 966.4 (b)(3)] The TCHC 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 **later** than two weeks after Tenant receives the TCHC's written notice of the charge. [CFR 966.4 (b)(4)]

**IV. Payment Location.** Tenant Rent and other charges can be paid at the Main Office located at **150 Pine Street, Traverse City, Michigan, 49684** or at other locations specified in Part II of this Residential Lease. **The TCHC WILL NOT ACCEPT CASH PAYMENTS.**

Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit.**

- A. Tenant Responsibilities: Tenant agrees to pay an amount equal to the lessor of one month's Rent or one month's Total Tenant Payment. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [CFR 966.4 (b)(5)]. The TCHC does not maintain a separate bank account for Security Deposits. The TCHC has deposited a surety bond to secure deposits. The surety on the bond deposited with the Office of the Michigan Secretary of State is **Auto Owners Insurance, 6101 Anacapi Boulevard, Lansing, Michigan 48917.**
- B. The TCHC's Responsibilities: The TCHC will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any Tenant 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.

The Security Deposit may not be used to pay Tenant 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 TCHC has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. The TCHC agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the TCHC with a forwarding address. If any deductions are made, the TCHC will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**NOTICE TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

**VI. Utilities and Appliances.** [CFR 966.4 (b)(1)]

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

If indicated by an (X) on Part II of the Lease Agreement, the TCHC will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated **only with the written approval of the TCHC**. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Main Office. [CFR 966.4(b)(2)]

- B. Tenant-paid Utilities: If Tenant resides in a development where the TCHC does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, 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. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the TCHC will pay a Utility Reimbursement directly to the utility company each month. [5.632] Tenant must pay all utility charges when due. The failure to pay utility charges when due which results in a "shut off notice" from the utility supplier is a breach of this lease agreement and are grounds for termination of tenancy.

The TCHC may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day's written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [CFR 965.473 (c)]

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 TCHC and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [CFR 966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

**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 TCHC, members of the household may engage in legal profitmaking activities (legal businesses which do not lend to high traffic volume in the apartment community) in the dwelling unit. [CFR 966.4 (d) (1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not to exceed fourteen (14) days in a 365 day period. Permission may be granted, upon written request to the Executive Director, for an extension of this provision. [CFR 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 TCHC cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; the TCHC will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing to move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the TCHC will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

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. Rent formulas or procedures are subject to changes in federal law or regulation.
1. The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years, but must complete the required authorizations on an annual basis. At the annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. (In compliance with the TCHC Admission and Continued Occupancy Policy, Flat Rents shall be reviewed on an annual basis) [CFR 960.209]
  2. Tenant promises to supply the TCHC, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [CFR 966.4 (c)(2)]

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

All information must be verified. Tenant agrees to comply with the TCHC requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [CFR 966.4 (c)(2)]

The TCHC 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 TCHC 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 Continued 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: [CFR 960.209 (b)]

(a) Tenant shall verify a changes in his/her circumstances (such as decline in, loss of or increase in income) that would justify a recalculation of rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.

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

(b) If it is found that 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 TCHC then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal law or regulation.

4. All changes in family composition must be reported to the TCHC within ten (10) days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [CFR 966.4 (c) (2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children (children over the age of 18 years of age) to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for unit size it is currently occupying.

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 on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above. If rent decrease will result in the non-payment of an increase not yet paid, the rent decrease will become effective on the first of the month following the Total Tenant Payment Increase.

2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the TCHC shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

E. Transfers. [CFR 966.4 (c)(3)]

1. Tenant agrees that if the TCHC determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the TCHC shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design, when and where available.
2. The TCHC 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 for special unit features in support of a documented disability, the TCHC shall modify Tenant's existing unit, or, in its discretion, transfer Tenant to another unit with the features requested.
4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the TCHC. Tenant shall be given 15 days' time in which to move following delivery of a transfer notice. If Tenant refuses to move, the TCHC may terminate the Lease. [CFR 966.4 (c)(3)]
6. 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. [CFR 966.4 (c)(4)]
7. The TCHC will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

**VIII. TCHC Obligations.** [CFR 966.4 (e)] The TCHC shall be obligated:

- A. To maintain the dwelling unit and the project in decent, safe and sanitary condition; [CFR 966.4(e)(1)]
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [CFR 966.4 (e) (2)]
- C. To make necessary repairs to the dwelling unit; [CFR 966.4 (e)(3)]
- D. To keep ALL TCHC operated apartment communities, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [CFR 966.4 (e)(4)]

- 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 with PHA; [CFR 966.4 (e)(5)]
- 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; [CFR 966.4 (e)(6)]
- 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 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; [CFR 966.4 (e)(7)]
- H. To notify Tenant of the specific grounds for any proposed adverse action by the TCHC. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the TCHC is required to afford Tenant the opportunity for a hearing under the TCHC 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 CFR 966.4(l)(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 TCHC shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [CFR 966.4 (e)(8)]
- I. Proposed changes to this lease agreement will be provided to residents for their written comment, prior to approval by the TCHC board. Additional information regarding changes to the lease agreement can be found in the TCHC admission and continued occupancy policy, incorporated by reference.

**IX. Tenant's Obligations.** Tenant shall be obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit. [CFR 966.4 (f)(1)]
- B. Boarders and lodgers:
  - 1. Not to give accommodation to boarders or lodgers. [CFR 966.4 (f)(2)]
  - 2. Not to give accommodation to long term guests – in excess of fourteen (14) days – without the advance written consent of the TCHC.
- C. 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. [CFR966.4 (f)(3)]

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 TCHC's Occupancy standards, and so long as

the TCHC has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [CFR 966.4 (d)((3)(i))]

- D. To abide by necessary and reasonable regulations promulgated by the TCHC for the benefit and well-being of the apartment community 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. [CFR 966.4 (f)(4)]
- E. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [CFR 966.4(f)(5)]
- F. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards, trash and snow 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. [CFR966.4 (g)]
- G. 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 PHA. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- H. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [CFR 966.4(f)(8)]
- I. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [CFR 966.4 (f)(9)]
- J. 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. [§ 966.4(f)(10)]
- K. 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, including but not limited to, obeying the posted quiet hours; and
  - 2. Be conducive to maintaining all the TCHC's projects in a decent, safe, and sanitary condition. [CFR 966.4 (f)(11)]
- L. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the TCHC's public housing premises by other residents or employees of the TCHC, or;



2. Any drug-related criminal activity. 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 criminal 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. [CFR 966.4 (f)(12)]
- M. 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 TCHC. To make no changes to locks or install new locks on exterior doors without the TCHC'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 exempted) without authorization by the TCHC.
- N. To not operate a business in the dwelling unit, except for legal, profit making activities authorized by the TCHC after determination that such activities are incidental to primary use of the leased unit for residence by members of the household.
- O. To give prompt prior notice to the TCHC, in accordance with Section XIII 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 TCHC 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 PHA staff, and to refrain from bullying and harassment as defined in the TCHC Hostile Environment/Harassment/Anti-Bullying Policy.
- Q. Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Michigan anywhere on the property of the TCHC.
- R. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- S. 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.
- T. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that antennas and satellite dishes may be installed under specific situations in accordance with regulations set forth by the TCHC with the written approval of the TCHC.
- U. To refrain from placing signs of any type in or about the property except those allowed under applicable zoning ordinances and then only after having received written permission of the TCHC.
- V. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the TCHC's pet policy. When a verified disability warrants the possession of a service animal or companion animal, the TCHC must be notified in advance. A pet addendum must be completed for a pet as well as a service or companion animal prior to the animal being brought into the apartment community.

- W. All tenant owned vehicles must be registered with the TCHC office. Tenant must remove from the TCHC property any vehicles that are inoperable, without valid registration or insurance. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the TCHC. Motorcycles, trucks, commercial vehicles, trailers, mobile homes, recreational vehicles or boats shall not be parked in any parking space or fire lane of the apartment complex. Any inoperable or unlicensed vehicle as described above will be removed from the TCHC property at Tenant's expense. Automobile repairs are not permitted at the apartment community except for minor repairs to allow the vehicle to be removed from the property.
- X. To remove any personal property left on the TCHC property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the TCHC. Costs for storage and disposal shall be assessed against the former tenant.
- Y. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE TCHC PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER 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.
- Z. Fraud and duplication of assistance services:
1. Not to commit any fraud in connection with any Federal housing assistance program, and
  2. Not to 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. For each adult in the Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by the TCHC) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- CC. All adult household members 18 years of age or older in households where the head of household, spouse or co-head report less than \$100.00 per month in earned income must report for quarterly Zero Income Reporting. Such reporting is held the last Friday of January, April, July and October.
- DD. Residents and their family, guests or invitees shall give written notice to the TCHC of any accident or injury to any person or of any damage to the premises or any part of the apartment community within five (5) days of the happening of such accident, injury or damage.
- EE. Work orders must be reported to the TCHC office by the Tenant who needs the repair either by telephone or stopping in the office. Work orders cannot be generated by informing a staff member outside the office. Work orders are only generated by the office staff.

FF. Quiet time at all TCHC properties begins at 10:00 p.m. Curfew for persons 18 and under at the TCHC family community shall be 10:00 p.m. year round. The only exception to this curfew is if the child is accompanied by an adult household member after 10:00 p.m.

GG. Any articles of personal belongings (e.g., bicycles, toys, etc.), found on the lawn and surrounding areas that are picked up by the TCHC, shall be stored for a period of ten (10) days for a first time offense. If personal property is not picked up from the TCHC within this ten (10) day period, such articles will be disposed of. If the same family commits a second offense and leaves any type of belongings that are picked up by the TCHC, such belongings will be immediately disposed of. The TCHC will not be responsible for items disposed of and will not reimburse the family.

HH. All Traverse City Housing Commission properties are smoke-free properties. [CFR 965.653]

**X. Defects Hazardous to Life, Health or Safety.** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [CFR 966.4(h)]

TCHC Responsibilities:

- A. The TCHC 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. [CFR 966.4 (h)(2)]
- B. The TCHC shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The TCHC is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the damage. [CFR 966.4 (h)(3)]
- C. Tenant shall accept any replacement unit offered by the TCHC.
- D. In the event the TCHC, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [CFR 966.4 (h)(4)]
- E. If the TCHC determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- A. Tenant shall immediately notify the TCHC 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. [CFR 966.4 (h)(1)]
- B. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the TCHC, during the time in which the defect remains uncorrected.
- C. The TCHC does not provide insurance that would repair or replace the personal property in tenants' apartment in the event of a flood, fire or other hazard. Renters insurance is available at a reasonable cost from an insurance company to insure all items that Tenants have in their apartment. Tenants are responsible

for the cost of damages if insurance is not purchased and are responsible for any deductible cost that may occur if insurance has been purchased.

**XI. Move-In and Move-Out Inspections.**

- A. Move-In Inspection: The TCHC and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The TCHC 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 TCHC and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] The TCHC will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- B. Move-Out Inspection: The TCHC 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 TCHC. [CFR 966.4(i)]

**XII. Entry of Premises During Tenancy.**

A. Tenant Responsibilities:

- 1. Tenant agrees that the duly authorized agent, employee, or contractor of the TCHC will be permitted to enter Tenant's dwelling during reasonable hours 8:00 A.M. to 8:00 P.M. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. CFR [966.4 (j)(1)] The TCHC will enter a Tenant's dwelling to perform a requested maintenance work order if prior authorization to enter has been granted by the Tenant.
- 2. When Tenant calls to request maintenance on the unit, the TCHC shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the TCHC comes to perform maintenance, the TCHC will not enter and will try to contact the Tenant to set up a mutually agreed upon time for entry.

B. The TCHC's Responsibilities:

- 1. The TCHC shall give Tenant at least 48 hours written notice that the TCHC intends to enter the unit. [CFR 966.4 (j)(1)]
- 2. The TCHC may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [CFR 966.4 (j)(2)]
- 3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the TCHC shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. [CFR 966.4 (j)(3)]

**XIII. Notice Procedures.**

- A. Tenant Responsibility: Any notice to the TCHC must be in writing, delivered to the TCHC's Main Office, or sent by prepaid first-class mail, properly addressed. [CFR 966.4(k)(1)(ii)]
- B. The TCHC 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 first-class mail addressed to Tenant. [CFR 966.4 (k)(1)(i)]

C. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.

D. If Tenant is visually impaired, all notices must be in an accessible format. [CFR 966.4 (k)(2)]

**XIV. Termination of the Lease.** In terminating this Lease, the following procedures shall be followed by the TCHC 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. [CFR 966.4 (l)(2)]

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; [CFR 966.4 (l)(2)]
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment; [CFR 966.4 (l)(2)]
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [CFR 966.4 (l)(2)]
4. Misrepresentation of family income, assets, or composition; [CFR 966.4 (c)(2)]
5. 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; [CFR 966.4 (c)(2)]
6. 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; [CFR 966.4 (l)(2)]
7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the TCHC's public housing premises by other residents, or any drug-related criminal activity; [CFR 966.4 (l)(2)]
8. Any drug-related criminal activity on or off the premises. 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. The use of medical marijuana is included;
9. Offensive weapons or illegal drugs seized in a TCHC unit by a law enforcement officer; [CFR 966.4 (l)(2)]
10. Any fire on the TCHC premises caused by carelessness or unattended cooking; [CFR 966.4 (l)(2)]
11. Repeated violations of Article IX(k) of this Lease.

B. The TCHC shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;
2. Twenty-four (24) hours in the case of drug or violent criminal activity;
3. A reasonable time, but not to exceed thirty (30) days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened;
4. Thirty (30) days in any other case. [CFR 966.4 (I)(3)(i)(A), (B), & (C)]

C. 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 Tenant's right to examine the TCHC documents directly relevant to the termination or eviction. [CFR 966.4(I)(3)(ii)]
2. When the TCHC 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 TCHC's grievance procedures. [CFR 966.4 (I)(3)(ii)]
3. Any Notice to Vacate (or Quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [CFR 966.4(I)(3)(iii)] 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 TCHC is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under the TCHC's grievance procedure, 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. [CFR 966.4 (I)(3)(iv)] The TCHC must grant an opportunity for the grievance procedure for all terminations of tenancy except for those listed in Paragraph 5 below.
5. In accordance with the TCHC's Admission and Continued Occupancy Policy, the TCHC may exclude any grievances concerning a termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the TCHC.
  - b. Any violent or drug related criminal activity on or off the premises.
  - c. Any criminal activity that resulted in a felony conviction of a household member.

When the TCHC is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the TCHC has decided to exclude such grievance for the TCHC 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 TCHC 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 criminal activity. [CFR 966.4 (I)(3)(v)]

6. The TCHC may evict Tenant from the unit only by bringing a court action. [CFR 966.4 (I)(4)]

- D. Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above.
- E. The TCHC may terminate this Lease at any time if the Tenant, a member of the Tenant's household, or other person under the Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on any TCHC property, and the TCHC has filed a formal police report alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the TCHC properties. "Controlled substance" means a substance or a counterfeit substance classified in schedule 1, 2 or 3 pursuant to Sections 7211, 7212, 7213, 7214, 7215 and 7216 of Act No. 368 of the Public Acts of 1978, being sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215 and 333.7216 of the Michigan Compiled Laws.

Medical marijuana use in all TCHC operated apartment communities is prohibited. HUD has ruled that federal law preempts state law on this issue.

In deciding to evict for criminal activity, the TCHC shall have discretion to consider (or not 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 TCHC 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 TCHC 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. [CFR 966.4 (I)(5)]

- F. When the TCHC evicts a Tenant from a dwelling unit for criminal activity the TCHC 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. [CFR 966.4 (I)(5)(ii)]

**XV. Domestic Violence, Dating Violence, Sexual Assault, Stalking.** The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the TCHC's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence sexual assault, or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, sexual assault, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs XIV(A)(1) and XIV(A)(2) above, the TCHC may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent

threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

4. Further, nothing in this section shall prohibit the TCHC from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs XV(A)(1) and XV(A)(2) above. However, in taking any such action to terminate tenancy, the TCHC shall not apply a more demanding standard than to other tenants.

B. Bifurcation of lease: Under the authority provided in Section 6(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the TCHC may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The TCHC may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification: If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the TCHC may, but is not required to, request the individual to deliver to the TCHC a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form (supplied by the TCHC) attesting that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, sexual assault, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to the TCHC within fourteen (14) days after the request for certification is received from the TCHC. If the certification is not delivered to the TCHC within the fourteen (14) day period allowed, the provisions of this section will not apply and the TCHC may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to the TCHC concerning an incident or incidents of domestic violence, dating violence, sexual assault, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

**XVI. Waiver.** No delay or failure by the TCHC 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.



**XVII. Housekeeping Standards.** In an effort to improve the livability and conditions of the apartments owned and managed by the TCHC, uniform standards for resident housekeeping have been developed for all tenant families. The Housekeeping Standards are in a separate document, considered a lease addendum.

- A. The TCHC's Responsibility: The TCHC's Housekeeping Standards will be applied fairly and uniformly to all Tenants. The TCHC will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the TCHC will notify Tenant in writing if he/she fails to comply with the standards. The TCHC will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, the TCHC 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 in complying with the Housekeeping Standards.

- B. Tenant responsibility: Tenant is required to abide by the Housekeeping Standards set forth in the addendum to the lease. 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.

**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.**

**CERTIFICATION REQUIRED ON PART II OF THE LEASE.**

**DISCLOSURE OF INFORMATION: LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement – APPLICABLE TO RIVERVIEW TERRACE APARTMENTS ONLY**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor’s Disclosure**

**(A)** Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(1) XX Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

**Riverview Terrace (only) – Lead based paint encapsulated in east and west end stairwell handrails and in door frame around elevator on floors 4 and 7**

(2) \_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(B)** Records and reports available to the Lessor (check (i) or (ii) below):

(1) XX Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing:

**Reports are referenced herein and are available for inspection in the TCHC Offices**

(2) \_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee’s Acknowledgment (initial)**

(C) \_\_\_\_\_ Lessee has received copies of all information listed above.

(D) \_\_\_\_\_ Lessee has received the pamphlet: *“Protect Your Family from Lead in Your Home”*.

**Agent’s Acknowledgment (initial)**

(E) \_\_\_\_\_ Agent has informed the Lessor of the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
TCHC Agent Date

# DISCLOSURE OF INFORMATION: ASBESTOS INFORMATION

## Asbestos Warning Statement – APPLICABLE TO RIVERVIEW TERRACE APARTMENTS ONLY

As a new resident of Riverview Terrace Apartments we would like to make you aware that our community has asbestos containing materials located within it. The Traverse City Housing Commission had Asbestos Assessment and Testing of the entire community completed in January 2011.

The results of the testing showed that we have asbestos located in the following areas:

1. Texture on all ceiling surfaces at Riverview Terrace
2. Coating on the bottom of the stainless steel kitchen sink
3. 12" x 12" Vinyl Composite Tiles (VCT) located in most kitchens and bathrooms
4. Black mastic (glue) that holds the VCT flooring in place

Asbestos may be a detriment to your health if it becomes airborne and you breathe it in. In order to keep the asbestos from becoming airborne, there are certain things that you **CANNOT DO**.

This would include:

1. Tapping or pounding on the ceiling, anywhere within your apartment.
2. Installing hooks or fixtures of any kind to the ceiling, washing the ceiling, etc. In other words, please do not touch the ceiling.
3. Dragging items along the outside–bottom of the kitchen sink which could scratch the asbestos coating.
4. Scratching, scraping or sanding of the VCT flooring and mastic. A light buffing is permissible to keep the wax on the floor clean and shining.

If you observe any areas of concern related to the items listed above, such as ceiling appears to be peeling, floor tiles have become loose, etc., please contact the office to put in a work order. Our maintenance staff has been properly trained to take care of minor asbestos issues. The only way we can remedy a potential problem is to count on our residents to report their concerns.

**I/We hereby acknowledge receipt of the above information regarding asbestos at Riverview Terrace Apartments.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
TCHC Agent

\_\_\_\_\_  
Date

**TRAVERSE CITY HOUSING COMMISSION RESIDENTIAL LEASE AGREEMENT  
PART II: CERTIFICATION & EXECUTION**

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 TCHC before execution of the lease, or before the TCHC 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 TCHC 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 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

If indicated by an **(X)** below, the TCHC has provided the tenant with the following attachments and information:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Part I of this Lease             | <input checked="" type="checkbox"/> Grievance Procedure          |
| <input checked="" type="checkbox"/> Pet Policy                       | <input checked="" type="checkbox"/> Housekeeping Standards       |
| <input checked="" type="checkbox"/> Standard Maintenance Charges     | <input checked="" type="checkbox"/> Smoke-Free Properties Policy |
| <input checked="" type="checkbox"/> Lead Hazard Information Pamphlet | <input checked="" type="checkbox"/> Community Service Policy     |
| <input checked="" type="checkbox"/> Lead Disclosure Addendum         |  |
| <input type="checkbox"/> Other: _____                                |  |

**NOTICE:**

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

**THIS LEASE AGREEMENT** is executed between the **Traverse City Housing Commission** (herein called "TCHC"), and **Name of Tenant Here** (herein called the "Tenant"), and becomes effective as of: **Month, Day, Year**. [966.4 (a)]

(1) **Unit:** That the TCHC, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms & Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at **150 Pine Street, Traverse City, Michigan 49684** (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant **UNIT NUMBER** is: **Unit Number**. [966.4 (a)]

(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. [966.4 (a)(2)]

All members of the household over age 18 shall execute the lease.

| Name | Relationship      | Birthdate | Social Security # |
|------|-------------------|-----------|-------------------|
| 1.   | Head of Household |           |                   |
| 2.   |                   |           |                   |
| 3.   |                   |           |                   |
| 4.   |                   |           |                   |
| 5.   |                   |           |                   |
| 6.   |                   |           |                   |
| 7.   |                   |           |                   |
| 8.   |                   |           |                   |

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

(4) **Rent:** Initial rent (prorated for partial month) shall be **\$0.00** and, if applicable, the Tenant shall receive the benefit of **\$0.00** from the TCHC for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning **Month, Day, Year** and ending at midnight on **Month, Day, Year**.

Thereafter, rent in the amount of **\$0.00** per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of **\$0.00** per month (if applicable) shall be paid to the utility supplier by TCHC for the Tenant. [966.4 (b)(1)]

This is the flat rent for the Premises

This rent is based on the income and other information reported by the Resident

(5) **Utilities and Appliances:** TCHC-Supplied Utilities [966.4 (b)(1)]If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Natural Gas (X) Heating Fuel (X) Water (X) Sewerage (X) Other: Trash removal

The TCHC shall provide the following appliances for the premises: Cooking Range and Refrigerator.

(6) **Utility Allowances:** Tenant-Paid Utilities [5.632] if indicated by an (X) below, the TCHC shall provide Tenant with a Utility Allowance in the monthly amount totaling \$0.00 for the following utilities paid directly by the Tenant to the Utility supplier:

( ) Electricity ( ) Gas/Heat ( ) Water ( ) Sewage ( ) Trash removal ( ) N/A

(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: [966.4 (b)(2)]

- Air Conditioners: An additional charge of **\$4.00** per month will be payable **for each month of occupancy**.
- Dishwashers: An additional charge of **\$3.00** per month will be payable for each month of occupancy  
**NOTE: Dishwashers and Air conditioners must receive approval from the TCHC prior to bringing the appliance into the unit.**
- TCHC Cable (& Internet): An additional charge of **\$35.00** per month (**\$45.00** with internet) will be payable for each month of occupancy.
- Freezer (Medium): An additional charge of **\$7.00** per month will be payable for each month of occupancy.
- Pet Deposit: Tenant agrees to pay **\$100.00** as a Pet Deposit.

(8) **Security Deposit:** Tenant agrees to pay **\$0.00** as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

(9) **Lead Safety:** The TCHC shall provide Riverview Terrace Tenants with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(10) **Community Service Policy:** The TCHC shall provide all Tenants with a copy of the Community Service Policy which will be included as an addendum to this lease.

(11) **Execution:** By Tenant's signature below, Tenant and Household agree to the terms and conditions of Part 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: \_\_\_\_\_

TCHC: \_\_\_\_\_

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

Anthony Lentych, Executive Director