

**Sample Mainview & Court Tower Dwelling Lease**  
**DWELLING LEASE**

RESIDENT: **First Name, Last Name**

Leased Dwelling Address: 530 N. Main Street **Apt #**, Oshkosh, WI 54901

**WITNESS THAT:**

The Winnebago County Housing Authority a legal corporate body under the laws of the State of Wisconsin, hereafter referred to as the "Owner." The Owner will receive rent and all communications and correspondence addressed to the Owner, above, at: 600 Merritt Ave., Oshkosh, WI 54901; by phone at (920) 424-7651; by fax at (920) 424-3616, and by TDD at (920) 424-1479. The Owner, relying upon the information provided to it by the Resident as to household composition, employment and income of head of household and members of the household as shown on Exhibit A, agrees to enter into this Dwelling Lease ("Lease") for the dwelling named above upon the following terms and conditions:

**1 TERM OF THE LEASE AND RENTAL PAYMENTS:**

The owner hereby rents and leases to the Resident for the period stated the premises described above. The Lease shall be for up to one-year beginning on **DATE** and will end at midnight on the last day of **DATE**, subject to earlier termination as provided. Thereafter the Lease may be renewed for successive terms of one-year each upon satisfactory completion each year of the Annual Certification process.

**A. Rent: \$\$\$\$00 (Flat Rent)**

The rent due, including retroactive rent, is subject to change as determined by Owner in accordance with federal regulations during the term of the Lease. Initial Resident Rent in the amount of \$\$\$\$00 will be due on or before the first working day of each month. Any partial month will be calculated as: current monthly rent, divided by the total number of days in that month, multiplied by the number of days rent Resident is obligated to pay. Rent shall be delinquent after the fifth calendar day of the month. Payments made as rent will be applied, as determined by the Owner, to any outstanding balance owed. This provision does not require the Owner to accept rent payments sent after the expiration of a notice to terminate. If the Owner issues Quit or Pay notices for nonpayment of rent against the Resident on three (3) occasions it shall be considered a serious and repeated violation of the Lease agreement and the Owner may immediately issue a Notice of Termination in accordance with Section 9.

**B. Security Deposit:** The Resident agrees to pay Owner **\$100.00** as a dwelling security deposit. The Resident shall have the option of paying this deposit in six consecutive monthly installments until the deposit is paid in full. The deposit is to be applied against willful or negligent damage done to the premises by the Resident, his/her household, guest or agent, or any other charges, except rent, due the Owner during this Lease. A Schedule of Charges for maintenance and repair beyond normal wear and tear, utility charges for major appliances and legal costs shall be posted in the management office, adjusted from time-to-time and included herein by reference. Payment for charges will be delinquent thirty (30) days after the invoice. Delinquent charges may be assessed against the Resident's security deposit and the Owner can require the Resident to pay \$20.00 per month until the deposit equals the amount above. Upon termination of this Lease and in accordance with state law, the deposit will be refunded to the Resident or applied to any damage charges, rent delinquency, attorney's fees, court or eviction costs, or unpaid service charges. The Owner agrees to place security deposits in an interest-bearing account. Annually the interest earned on those deposits will be paid to the site Recreation Fund for that building or development, or in the absence of such a fund credited to the Resident when he/she vacates. The security deposit may not be used to pay rent while the Resident occupies the dwelling unit.

**2 UTILITIES:**

Responsibility for dwelling utilities is as follows ( **O = Owner / R = Resident**)

Heat & Water Heating	<b>O</b>	Electricity	<b>O</b>	Water/Sewer	<b>O</b>	Garbage Collection	<b>O</b>	Refuse Recycling	<b>O</b>
----------------------	----------	-------------	----------	-------------	----------	--------------------	----------	------------------	----------

The Resident is also responsible for seasonal charges for air conditioning or vehicle heating outlets if either feature is used. Major electrical appliances supplied by the Resident may be installed only with Owner's written approval. If the Resident leases a property where the Owner doesn't supply utilities, a Schedule of Allowance for Utilities shall be established. The Resident's actual rent will be adjusted for anticipated utility costs in accordance with federal regulations. Adjustments to the Schedule may be made at any time following **publication**, a sixty-day (60) comment period, and Board approval. The revised allowance will then be used for all future annual rent certifications.

### **3 REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

**A. Annual Certification:** At least annually, or whenever requested by the Owner, the Resident shall furnish in person to the Owner accurate information to determine: if the Resident remains eligible, if any adjustment in the monthly rental amount is required, or if the size of the unit is no longer appropriate for the needs of the family. Each determination will be made in accordance with federal regulations and Owner's policies. The Resident agrees to report all required information to the Owner within thirty (30) days after receiving a written Notice of Reexamination.

**B. Adjustments to Rent:** Rent will remain unchanged between scheduled re-certifications unless during such period:

- 1) Monthly income increases \$100.00 or more and is expected to continue 30 days;
- 2) The Resident can document a loss of household income, a change in household composition, or new eligibility for an allowance that could decrease the amount of rent due;
- 3) The Resident documents increased expenses dropping Adjusted Income more than 10%;
- 4) The Resident fails to satisfactorily complete an Annual or Interim Rent Certification, at which time the monthly rent will become the applicable Contract Rent or Flat Rent; or
- 5) The Owner determines the Resident has misrepresented facts upon which the current rent is based. Rent increases triggered by misrepresentation will be applied retroactively. If the Owner determines the Resident willfully reported inaccurate income or withheld information, then the Owner may charge retroactive rent, including the applicable Contract Rent or Flat Rent, and may terminate this Lease.

**C. Notice of Rent Adjustment:** In the event of any rent adjustment, the Owner will mail or deliver a "Notice of Rent Adjustment" to the Resident in accordance with Section 8, below. Rent adjustments will be processed as soon as administratively possible. The adjustment for a rent decrease will be effective on the rent paying date of the following month. Adjustment for a rent increase will be effective on the rent paying date for the second month following the change.

**D. Alternative Rents:**

1) A Minimum Rent applies to all apartments and requires a \$25.00 payment regardless of the Resident's household income. The Owner may grant an exception to Minimum Rent provisions in hardship circumstances.

2) Residents in some apartments may opt-out of the income-based certification process. Dwelling units eligible for this option have an established *Flat Rent*. The Resident may withdraw from the income-based system and pay the applicable Flat Rent based on the bedroom size of the unit leased. If the Resident enrolls in the Flat Rent program no income certification is required for a three-year period. The Owner may permit the Resident to change from the Flat Rent to an income-based rent, but the Resident will then be ineligible for a Flat Rent certification for one year.

**E. Unit Transfers:** The Resident agrees to transfer to an appropriate unit thirty (30) days after Notice from the Owner whenever:

- 1) the family size and composition no longer conforms to the requirements set forth in the Owner's Admissions and Continued Occupancy policy;
- 2) it has become necessary for the Owner to rehabilitate or modernize the dwelling unit;
- 3) the Resident has made a request for special dwelling unit features in support of a documented disability. In such cases the Owner may choose to modify the Resident's current dwelling unit or to transfer resident to another dwelling unit; or
- 4) the Resident household is without disability and occupies a dwelling unit which has special features designed for persons with a disability.

If the Resident fails to transfer the Resident agrees to pay the applicable Contract Rent or Flat Rent and remain in the unit. Owner will consider and may approve Resident's request for transfer to a new location for employment, daycare, access to special needs, or other substantial reasons satisfactory to the Owner.

**4 OCCUPANCY:** The Resident shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Resident may stay for only six days in any 60-day period. A family related to the Resident, related by blood or law, will count as one guest. Each non-related person will count as one guest. If any visit will extend beyond four days, the Resident must notify the Owner in writing, stating the reasons for the extended visit.

**5 OBLIGATIONS OF THE RESIDENT:** The Resident shall be obligated as follows:

- A. The Resident agrees not to assign this lease, nor to sublet or transfer possession of the premises, in whole or in part, nor to take in boarders or lodgers, without the written consent of the Owner. Resident further agrees not to use or permit use of the dwelling for any purpose other than as a private dwelling unit solely for Resident and his/her family and/or dependents as shown on Exhibit A as attached or amended. Legal profit-making activities incidental to the residential use may be permitted after the Owner's written consent is obtained.
- B. The Resident further agrees to assist and cooperate with the Owner in the care, safe operation and maintenance of the dwelling unit, common areas, equipment, building systems and premises, and to comply with the Owner's policies and rules set forth in the Resident Handbook, including any Board approved changes to the handbook. The Resident shall promptly notify the Owner of needed repairs and immediately report damage. The handbook and all future changes to the handbook, incorporated herein by reference, will be effective 30 days after publication.
- C. Adult members of the Resident's household agree to participate at least 8 hours a month in community service or economic self-sufficiency training. Adults who are elderly, disabled, already employed, exempt under W-2 or other Wisconsin programs need not comply with this federal mandate. The Owner will not renew the Lease if the Resident's household fails to satisfy this provision.

**6 OBLIGATIONS OF THE OWNER** The Owner shall be obligated, except for circumstances beyond its control, as follows:

- A. The Owner shall maintain the dwelling units, systems and equipment, common areas and associated grounds in a decent, safe, and sanitary condition in compliance with material requirements affecting health and safety of the applicable municipal codes for building and minimum housing, state uniform dwelling codes and the regulations of the Department of Housing and Urban Development.
- B. The Owner shall make all necessary repairs, alterations, and improvements to the dwelling unit, building, facilities, equipment supplied by the Owner, and common areas not otherwise assigned to the Resident, with reasonable promptness at its own cost and expenses, except repairs resulting from damage or neglect. Repairs of defects hazardous to life, health, and safety shall be made in compliance with the time limits set forth in applicable state or local codes.
- C. In circumstances where necessary repairs cannot be made within a reasonable time the Owner shall offer standard alternative accommodations, if available. In the event repairs cannot be completed in a timely manner and standard alternative accommodations are not available, rent shall be reduced in proportion to the loss suffered by the Resident. However, no reduction of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident or Resident's household or guests. Claims for a rent adjustment under this paragraph will be considered only after all rent is paid, and determined in accordance with grievance procedures included herein.
- D. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident household) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident in accordance with the Resident Handbook.
- E. To provide for a pest control program which shall include application of pest control substances by the Owner or Owner's agent as needed.
- F. To provide the Resident specific "Notice" of any proposed **Adverse Action**.

**7. INSPECTIONS:**

- A. When a Resident moves in, the Owner shall inspect the dwelling unit and shall give the Resident a written statement of the condition of the dwelling unit, equipment and grounds (if applicable) leased. The Resident and/or his/her representative shall join in this inspection. A copy of the inspection records shall be kept in the dwelling unit file. The Resident's signature on the inspection report acknowledges that: 1) the dwelling unit is safe, clean and in good condition and, 2) The Owner has made no promises to alter, repair or improve the dwelling, except as noted in the Inspection Report.
- B. When the Resident vacates, the Owner shall inspect the dwelling unit and shall give the Resident a written statement of the condition of the dwelling unit, equipment and grounds. The Resident and/or his/her representatives are encouraged to join in the inspection. If the Resident fails to make arrangements to inspect the unit within 24 hours after vacating the dwelling, the Owner will proceed without the Resident's presence.

C. The Resident agrees that agents, employees, or representatives of the Owner will be permitted to enter the Resident's dwelling unit to: examine its condition, make improvements or repairs, show the unit to prospective Residents after receipt of a vacate notice, or to clean and redecorate after the Resident moves prior to the end of the lease. Such entry may be made only during reasonable hours, after 12-hours advance notice in writing to the Resident of the date, time and purpose. However, the Owner shall have the right to enter Resident's dwelling unit without prior notice if the Owner reasonably believes that a health, safety or building systems emergency exists which requires such entrance. If no adult member of the family is present upon such emergency entrance, the Owner will leave a written note on the premises, indicating the date, time, and purpose of entry prior to leaving.

## **8 NOTICES:**

A. Any Notice to the Resident from the Owner must be written and delivered to the Resident personally, or to an adult member of his/her family residing in the dwelling unit, or if sent by U.S. Postal Service mail, properly addressed to the Resident, postage prepaid.

B. Any Notice to the Owner from the Resident must be in writing, and either delivered to the Owner's agents at the Owner's office, or sent to the Owner via the U.S. Postal Service, properly addressed, postage prepaid.

C. Notices will be issued in accordance with state and federal laws and regulations related to program management or landlord/tenant matters. Notices will specify required action or inaction and set a deadline for compliance. Notices will be considered received the second day after date of mailing, posting or personally delivered.

D. Publication, as noted herein, requires notification of the change in the Owner's newsletter and posting on bulletin boards in common areas where available.

## **9 TERMINATION OF THE LEASE:** When terminating the Lease, the following procedures shall be followed by the Owner and the Resident:

A. The Resident may terminate this lease on the first day of a month by giving sixty (60) days written notice as described in Section 8. In the event of the Resident's death, if the Resident is the sole occupant of the unit, the Resident's heir(s) and/or personal representative shall remove the Resident's possession from and vacate the unit within 14 days after the Resident's death, on which date the term of this Lease shall end. If, after the 14th day the unit is not vacated, Resident heir(s), executors, administrators, successors, and assigns shall be bound to pay the Contract or Flat rent as applicable for all days until the unit is vacated.

B. The Owner shall not terminate or refuse to renew this Lease other than for serious and/or repeated violations of material terms of the Lease that shall include, but not be limited to:

- 1) Obligations of the Resident, stated herein including but not limited to those listed in the Resident Handbook;
- 2) The failure to pay rent or other payments required under the Lease to the Owner when due, or to directly pay utility suppliers for utilities for which the Resident is obligated;
- 3) Repeated late payment, that is, repeated failure to pay the amount of rent or other charges due by the fifth of the month. Three such late payments within any twelve (12) month period shall constitute a repeated late payment;
- 4) Misrepresentation of family income, assets, household composition or expenses;
- 5) Failure to supply, in a timely fashion, any certification, release, information, or documentation of household income or composition needed to process annual reexaminations or interim re-determinations or any violation of Resident's responsibilities under the Low Rent Public Housing or Section 8 Programs;
- 6) Serious or repeated:
  - a) damage to the dwelling unit, creation of health or safety hazards in the dwelling unit or anywhere on the Owner's property; or
  - b) disruptive behavior that adversely affects the health or safety of any resident or infringes on other residents quiet enjoyment of the Owner's property and facilities, including the abuse of alcohol and other drugs, or interference with the Owner's management of the property;
- 7) Criminal activity by the Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Owner's premises by other residents or employees;
- 8) Criminal activity by the Resident, household member, guest, or other person under Resident's control related to illegal drugs, on or off the premises, including illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in the United States Code;

- 9) Any fire on Owner's premises caused by the Resident's, household members or guests' actions or neglect;
- 10) Expiration or termination of the Owner's assistance contract with HUD.

**C.** If the Resident vacates or abandons the dwelling unit without giving the required notice established herein, the Owner will treat such vacation or abandonment as a termination of this lease and may take possession of the dwelling unit and remove all furniture and personal property therein on the first rent paying date following such vacation or abandonment. The Owner agrees to hold such furniture and personal property of the Resident for thirty (30) days, after which the Owner may dispose of such property as it determines. Proceeds from personal property disposal will be credited against any charges for which the Resident is liable. The Owner further agrees to make a reasonable attempt to contact, in writing, Resident, his/her family and/or representative to determine the proper disposition of Resident's personal property. Entry of the dwelling unit, and possession of the Resident's personal property after the rent paying date, shall not constitute forcible entry, nor cause a forfeiture of rents or other charges due the Owner under this lease, nor a waiver of any covenant or provision contained in this lease to be performed by the Owner.

**D.** This lease may be terminated by the Owner at any time by giving written notice as set forth in Section 8, not less than thirty (30) days prior to termination, or fourteen (14) days prior to notice for failure to pay rent, or a reasonable time commensurate with a situation which may cause a threat to the health or safety of other tenants and Owner's employees or agents. Such notice may only be for serious or repeated violation of material terms of the lease such as failure to make payment due under the lease or to fulfill tenant obligation set forth in Section 5, or for other good causes. Notice by either party to this lease may be given on any day of the month by the procedure outlined in Section 8. Notification of termination of the Resident's occupancy by the Owner will specify a Lease end date and must include:

- 1) specific reasons for the proposed eviction and the alleged facts upon which it is based;
- 2) the Resident's right to reply to the Owner's action, inspect relevant documents and request a private conference to contest the termination as provided in Section 10 of this lease; and
- 3) advise the Resident of his/her right to present a defense against subsequent judicial action.

If an eviction action is initiated Owner agrees to rely upon the grounds cited in the termination notice, but Owner is not precluded from relying on grounds about which Owner had no knowledge at the time the termination notice was sent.

**E.** If the dwelling is partially or wholly destroyed by fire, or other casualty, caused by carelessness, misuse or neglect on the part of the Resident or his/her family, visitors or guests, the Resident agrees to pay rent whether or not the unit is habitable. This rent obligation may include the full market rent where applicable. If the Owner determines the damages render the unit untenable for any period, the Owner may terminate this lease without prior notification.

**10 GRIEVANCE PROCEDURE & REASONABLE ACCOMODATIONS:** All grievances or appeals arising under this lease shall be processed and resolved following pursuant to the grievance procedure of the Owner which is in effect at the time such grievance or appeal arises. This procedure is posted at the Owner's office and incorporated herein by reference. A disabled person shall for all purposes under this Lease be provided reasonable accommodation to use and occupy the unit in a manner equal to that of other residents. The Resident may at any time during the term or any renewal hereof request reasonable accommodation so that the Resident can meet Lease requirements or other requirements of tenancy.

**11 SCOPE OF AGREEMENT & CHANGES:**

**A.** It is hereby further understood and agreed between the Resident and the Owner that the Owner reserves all rights and remedies to terminate this Lease and/or make any claim for rent due or other charges, or other Lease violations arising under any prior Lease with the Resident for these leased premises or other premises leased by the Owner, and such claims are in effect under this lease.

**B.** No delay or failure by the Authority in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. Further, if any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both Owner and Resident will continue to be bound by them.

**C.** This Lease, together with attachments, any future adjustment of rent or dwelling unit, household membership, the Resident's signed application for housing, and the Residents Handbook constitute the entire agreement between the Owner and the Resident, and no changes thereto shall be made except in a writing.

**D.** Lease modifications must be executed by the Resident and the Owner, except for eligibility, rent and unit size determinations, schedules of special charges for services, utilities, repairs and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner at Owner's office and a copy shall be furnished to the Resident on request. When such schedules, rules and regulations are modified, the Owner shall Publish notice setting forth the proposed modification, the reasons for it, and provide a sixty-day (60) period to encourage and consider Residents comments. The Resident's failure to execute a new Lease or Lease Addendum after Publication and Notice shall be cause for termination of the Lease.

**12 EXECUTION:** This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin and applicable Federal Housing laws or regulations. All actions or claims pertaining to or arising under this Lease shall be litigated as required by law in the area of Residency.

**A.** By The Resident's signature below, the Resident and/or representative and household agree to be bound by the terms and conditions 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 all attachments in this Dwelling Lease agreement have been received, read and thoroughly explained to me/us.

**B.** By the Resident's signature below, the Resident and/or representative and household hereby certify that I/we, and other members of the Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Owner before execution of the lease, or before the Owner's approval for occupancy of the unit by the Household member. I/we further certify that all information or documentation submitted by myself or other Household members to the Owner 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.

**C.** By the Resident's signature below, the Resident and/or representative and household hereby certify that I/we have received a copy of "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us.

**D. ATTACHMENTS:** If indicated by an (X) below, the Owner has provided the Resident with the following attachments and information:

- (x) A copy of this Dwelling Lease
- (x) Exhibit A (HUD 50058 or 50059)
- (x) Schedule of Standard Maintenance Charges
- (x) Office Contact Sheet with Emergency Contacts
- ( ) Other:
- (x) Resident Handbook
- (x) Schedule of Utility Allowances
- (x) Watch Out for Lead Paint Poisoning
- (x) Pet Policy and Addendum

IN WITNESS WHEREOF, the parties have executed this lease agreement this **DATE** in the County of Winnebago, Wisconsin.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
HOUSEHOLD MEMBER/REPRESENTATIVE

\_\_\_\_\_  
HOUSEHOLD MEMBER/REPRESENTATIVE

\_\_\_\_\_  
HOUSEHOLD MEMBER/REPRESENTATIVE

HOUSING AUTHORITY OF THE CITY OF OSHKOSH, WISCONSIN  
HOUSING AUTHORITY OF THE COUNTY OF WINNEBAGO, WISCONSIN  
CUMBERLAND COURT HOUSING COMMISSION, INC.

By \_\_\_\_\_  
**PROPERTY MANAGER NAME**, Property Manager