

RHA RESIDENTIAL LEASE AGREEMENT

Board of Commissioners Approved. Effective 09-01-2020

Lease Part II: The Residential Lease Agreement Terms and Conditions

LEASE PART II: Terms and Conditions

THIS RESIDENTIAL LEASE AGREEMENT (Lease) is between the Rockford Housing Authority and the resident named in Part I. Resident is defined as any RHA approved individual who resides in the dwelling unit. The RHA, relying upon data provided by the resident about income, family composition, and housing needs, leases to the resident the dwelling unit described in Part I of the Lease, executed by the resident and the RHA, subject to the terms and conditions contained in this Lease.

Section 1. Lease Term and Amount of Rent

(A) The initial term of this Lease is 12 months, unless otherwise modified or terminated in accordance with this Lease. The Lease is automatically renewable for successive terms of (12) months except for noncompliance with the community service requirements or participation in an economic self-sufficiency program for applicable households.

(B) The rent amount is stated in the Lease Part I. Rent shall remain in effect unless adjusted by the RHA, in accordance with this Lease. The rent amount shall be determined by the RHA in compliance with HUD regulations.

(C) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the 5th day of the month. If the 5th day of the month falls on a weekend or holiday, rent is due by 5 p.m. on the following business day.

(D) The RHA will not accept cash. Residents 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. The RHA may collect a fee as is currently posted in the Management Office, which is an amount equal to the bank charge for nonsufficient funds.

(E) Residents will have a choice to pay either flat rent or income-based rent. (Utility allowances are not applicable to flat rent.)

(F) Notice of Rent Adjustment and Grievance Rights: When the RHA makes any change in the rent amount RHA shall provide written notice that states the effective date of the rent adjustment to the resident. The resident will receive a 30 day notice no less than 30 days prior to the effective date except in the case of misrepresentation, fraud, or the resident delayed the process, or if the resident is being reviewed on a 90 day basis due to irregular income. In the event of rent decreases, the RHA may provide less than 30 days notice if necessary. Decreases in rent will be effective the first of the month following the date the change was reported.

(G) For those paying minimum rent, a hardship exemption may be available.

In cases where it is determined that the size of the dwelling unit is no longer appropriate to the resident's family size, the RHA after reasonable notice, may require the residents to move to a dwelling unit of appropriate size.

The resident may ask for an explanation stating the specific grounds of the determination of the RHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the determination, the resident shall have the right to request a hearing under the **RHA Resident's Grievance Procedure**.

Section 2. Charges in Addition to Rent

(A) In addition to rent, the resident is responsible for the payment of any other charges in addition to those specified in Lease Part I. The Notice of Charges in Addition to Rent shall advise the resident that he/she has the right to an explanation of the charge, and that disputes concerning charges may be resolved through the **RHA Resident's Grievance Procedure**.

(B) Reasonable Accommodations: Qualified persons who request reasonable accommodations, in the form of equipment or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities, or grounds, that have been approved by the RHA will not be charged for the reasonable accommodation.

(C) Charges in addition to rent are due on the first day of the month after the RHA has provided the resident a minimum of 14 - calendar days notice. The additional charges will be added to and become part of the resident's monthly rental account. The resident may be granted the opportunity to enter into a reasonable payment agreement based upon the resident's adjusted income and payment history.

(D) Charges in addition to rent can include but are not limited to:

1. Late Fee Charges – If the resident does not pay the full amount of rent by the end of the fifth calendar day of the month, the RHA may charge a late fee of \$25.00. Late fee charges are due and payable 14 days after billing occurs.
2. Amounts chargeable for utilities, additional or special services, and the use of special equipment.

Resident Signature(s):

3. Maintenance Charges - The resident will be charged for services or repairs due to intentional, negligent, or reckless damage to the dwelling unit, assigned areas, common areas, or grounds beyond normal wear and tear caused by the resident, any member of the household, resident's pet(s) and animal(s), or guests. Charges will be made in accordance with the Schedule of Maintenance Charges posted by the RHA, or when work is not listed on the Schedule of Maintenance Charges, charges will be equivalent to the actual cost to the RHA for the labor and materials needed to complete the work. The actual cost of any City fines incurred by the PHA on the resident's behalf shall be assessed directly to the resident whose failure to comply is the basis of the fine. Additional fees will be assessed to the resident for the removal of all electronics that require disposal in accordance with the Illinois EPA Consumer Electronics Recycling Act (CERA), at the actual rate charged to the Rockford Housing Authority by the Registered E-Waste Collection Location utilized by RHA.

4. Installation Charges- The RHA shall charge for the installation of approved resident supplied air conditioners and approved appliances or equipment.

Section 3. Payment Location

Rent and other charges can be paid at the Main Office located at 223 S. Winnebago Street, at your Management Office, at participating currency exchanges, or by mail. Each Management Office has a rent drop box for your convenience.

Section 4. Security Deposit

(A) The resident agrees to pay a security deposit as provided in Section I to be used by RHA at the termination of this lease toward reimbursement of the cost of repairing any damages other than ordinary wear and tear to the dwelling unit caused by the resident, any member of the household, resident's pet(s) and animal(s), or any of the resident's guest or visitors, and any rent, court cost, and other charges owed by the resident.

(B) The resident's failure to provide 30 day written notice of their intent to move will result in forfeiture of the security deposit to the extent that RHA is damaged in addition to the other charges as indicated hereunder.

(C) In accordance with state and local laws and ordinances, after proper notice that the unit has been vacated the RHA will complete a move-out inspection. The security deposit is subject to the deductions stated in this section and in accordance with state and local law. The RHA shall mail a final statement to the last known address of the resident vacating the unit, within 30 calendar days.

(D) If the security deposit is paid by an Agency on behalf of the resident, any remaining security deposit will be refunded to the Agency and not to the former resident.

Section 5. Annual and Interim Re-examination of Rent, Dwelling Size, and Eligibility

The rent amount as stated in Lease Part I is due each month until the rent amount is modified or amended after an annual or an interim re-examination, as described in the ACOP. Any changes in the lease must be in writing and result in a lease amendment or a newly signed lease.

(A) Annual Re-examinations:

In accordance with the ACOP, residents and all household members will be re-examined annually to determine eligibility for continued occupancy. As part of this re-examination, the resident and all adult members of the household, including the live-in aide, will undergo a criminal background check. Upon request, a resident or household member may receive a copy of his/her criminal background check. The resident must supply the RHA with accurate written information about family composition, citizenship and/or eligible immigration status, age of all household members, income and source of income of all household members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may be grounds for lease termination.

The resident and household members agree to comply with reasonable RHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review, or providing other suitable forms of verification. This information will be used by the RHA to decide whether the amount of the rent should be changed and whether the dwelling size is appropriate for the resident's needs.

(B) Interim Re-examinations:

As specified in the ACOP, if there are any changes in a family's income or household composition between annual re-examinations, an interim re-examination may be conducted. Certain changes require advance approval by the RHA.

(C) Effective date of rent adjustments:

1. Timely Reporting (Within 10 business days of the occurrence)
 - Decreases - 1st day of the month after the decrease in income is first reported to the property manager.
 - Increases - 1st day of the second month following the increase in income.
2. Late Reporting (After 10 business days of the occurrence)

Decreases - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.

Increases - The household will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.

(D) Retroactive rent charges will be applied only where it is found that (1) the resident or a household member have misrepresented or omitted the facts on which the rent is based, so that the rent the resident is paying is less than the rent the resident should have been charged; or (2) is late in reporting in accordance with the ACOP. The increase in rent shall be applied retroactively to the first of the month following the event in which the misrepresentation or failure to report occurred.

(E) When the RHA makes a rent calculation error at admission or re-examination and it causes a household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the RHA error is discovered and proper notice of the rent increase has been given to the household pursuant to Lease Part II Section 5(c). If the RHA rent calculation error resulted in an overpayment by the resident, the resident has a choice between a check for overpayment or a credit to their account.

Section 6. General Conditions for Use and Occupancy of the Dwelling Unit

(A) The dwelling unit shall be the sole domicile of the resident and any members of the household.

(B) The resident and any members of the household shall have the right to exclusive use and occupancy of the dwelling unit. The resident and/or any members of the household shall not assign the Lease, nor sublease the dwelling unit.

(C) The dwelling unit must be used only as a private residence solely for the resident and any members of the household named on the Lease. The RHA must provide prior written approval for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.

(D) With prior written consent, this provision permits 3 tenant guests for a period not exceeding 14 days total each year. Permission may be granted, upon written request to the Manager, for an exception to this provision if needed to care for a recovering relative, children subject to joint custody, former family members currently enrolled in an institution of higher learning or active military duty as detailed in the Admissions and Continued Occupancy Policy.

Section 7. Housing Transfers

The RHA has the authority to relocate a resident, and any members of the household to another unit in the same or different development under the RHA transfer policy, pursuant to the ACOP.

Section 8. Resident's Obligations

Residents and members of the household are obligated:

(A) To comply with all responsibilities imposed upon the resident and members of the household by applicable provisions of the building and housing codes materially affecting health and safety, and to allow the RHA to make necessary inspections of the resident's dwelling unit pursuant to the ACOP.

(B) To obtain and maintain utility connections and comply with the RHA utilities policy. The utility bill must be in the name of a consenting adult member of the household. The resident agrees to maintain utility service and all resident paid utilities in a consenting adult member of the household name, where utilities are the resident's responsibility. Failure to maintain utility service or to maintain utility service in a consenting adult member of the household name would be cause for termination of this lease. If the resident is unable to maintain utility service, the resident must notify RHA within 24 hours. Any damage resulting from the resident's failure to maintain utility service will be the responsibility of the resident. The resident agrees not to waste the utilities provided by RHA and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels.

(C) To personally refrain from and to cause any member of the household and guests to also refrain from destroying, defacing, damaging, littering, or removing any part of the dwelling unit or development, and to immediately notify the RHA of any damage in the dwelling unit.

(D) To keep the dwelling unit and other such areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition, and to cure housekeeping violations within 30 calendar days of notice.

(E) To buy and install working batteries in smoke and carbon monoxide detectors within the unit.

(F) To act and cause any member of the household and/or guests to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP.

(G)To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable manner includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.

(H)To keep dogs, cats, other common household pets, and assistance animals on the premises, only in accordance with the **RHA Pet and Assisted Animal Policy and Procedure**. The Pet Ownership Procedure requires prior written consent and approval of a pet application, which will become part of this Lease. Violations of the **RHA Pet and Assisted Animal Policy and Procedure** may result in lease termination.

(I)To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

(J)To remove from RHA property any vehicles owned or in the control of the household, that are without valid registration and RHA parking stickers if required. To refrain from parking any vehicles in any right-of-way, fire lane, or other RHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from RHA property at the resident's expense. Automobile repairs are not permitted on RHA property.

(K)To not change locks or install new locks or anti-theft devices. When this Lease ends, the resident agrees to return all keys to the dwelling unit to the property manager. The RHA will charge the resident for each apartment, building entry door and mail box key not returned.

(L)To abide by the necessary and reasonable policies and procedures established by the RHA, for the benefit and well-being of the housing development, the residents or persons residing in the vicinity of the premises as vicinity is defined in the ACOP, which shall be posted in the management office and incorporated by reference in the Lease.

(M)To refrain from and cause any member of the household and guests to refrain from:

1. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP.

2. Engaging in any criminal activity that threatens the life, health, safety, right to peaceful enjoyment or property of other residents, RHA employees, agents of the RHA or persons residing in the vicinity of the premises as vicinity is defined in the ACOP or any drug related criminal activity on or off of the premises.

a) If a resident or any member of the household is a victim of domestic violence, sexual violence, dating violence, or stalking, engaged in by a member of the resident's household or any guest or other person under the resident's control, then this alone will not be a cause for termination of the tenancy or occupancy rights.

b) The RHA may remove a member from the Lease, without regard to whether the member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or household member, and who engages in criminal acts of physical violence against the resident or other household member or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence, who is also a resident or household member.

c) Once notified, the RHA will comply with court orders addressing the rights of access to or control of the property, including civil protection orders: (a) issued to protect the victim, and (b) issued to address the distribution or possession of property among family members in cases where a family breaks up.

d) The RHA maintains the right and authority to evict a resident or household member including a victim of domestic violence, sexual violence, dating violence, or stalking for any violation of the lease not premised on the act or acts of domestic violence in question. The RHA must not subject an individual who is or has been a victim of domestic violence, sexual violence, dating violence, or stalking to a more demanding standard than other residents in determining whether to evict or terminate.

e) The RHA may terminate the tenancy of any resident if the resident, any member of the household, any guest or other person under the resident's control, are causing an actual and imminent threat to other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP.

3. Criminal Activity as a serious violation of the lease:

a) Any criminal activity that threatens the life, health, safety, right to peaceful enjoyment or property of other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP, engaged in by a resident, any member of the resident's household, or any guest or other person under the resident's control shall be cause for termination of tenancy

b) Any drug-related criminal activity on or off RHA premises, engaged in by a resident, any member of the household, or any guest, or other person under the resident's control shall be cause for termination of tenancy. For purposes of the Lease, the term drug-related criminal activity shall be defined as but not limited to: 1) The illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S. C. Section 802).2) Violations of the Drug Paraphernalia Control Act 720 ILCS 600/1 et.seq., Illinois Controlled Substance Act 720 ILCS 570/100 et.seq., or the Illinois Cannabis Control Act 720 ILCS 550/1 et.seq.

- c) The initiation of filing of a false fire and/or police report will be considered a serious violation of the lease and may be grounds for termination of the lease.
- d) Criminal activity and drug related criminal activity shall be treated as a serious violation of the material terms of the lease.
- e) Notice of the date of termination of the lease shall be for the shortest period permitted by law.
- f) An arrest or conviction for criminal activity and/or drug related criminal activity is not necessary to terminate the lease nor is the standard of proof used for a criminal conviction necessary to terminate the lease.

4. Failure to ensure that all firearms or ammunition in the possession of any household member, guest or person under the control of the tenant is legal and registered to that person. Firearm registration is defined as the household member, guest, or other person under the control of the tenant being in possession of a valid firearm "Firearm Owner's Identification Card" as defined in the "Firearm Owner's Identification Card Act", 430 ILCS 65/0.01 et.seq. and written permission from Rockford Housing Authority. Refrain from any act or keep any member of the household, a guest or other person under the Resident's control from displaying, carrying, discharging or threatening the use of a firearm or other weapon while on or near the vicinity of the property as vicinity is defined in the ACOP. This paragraph shall not interfere with a Residents lawful right to possess a firearm within the confines of the Residents dwelling unit. Residents who have an Illinois Firearms Owners Identification Card or an Illinois Concealed Carry license may carry their firearm directly to and from their dwelling unit and vehicle provided that they carry the firearm unloaded in a carrying case or disassembled and in a non threatening manner. Under no circumstances is a Resident, any member of the household, a guest or other person under the control of the Resident, permitted to wear a holstered or concealed firearm on or near the property of the Rockford Housing Authority.

5. Causing any fire on RHA premises intentionally or through gross negligence, recklessness, or careless disregard, is grounds for lease termination.

(N) To refrain from and keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP. To have persons under the resident's control refrain from any drug-related criminal activity on the premises. The resident is responsible for the actions of their guest and visitors. Guest and visitors must abide by the rules and regulations.

(O) To ensure that household members between the ages of 7 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois. The resident is responsible for the action of all children living in or visiting their unit. Children must be supervised at all times while on RHA property, whether inside or outside of the unit. Children under age 13 are not to be left in the unit or on the property without adequate supervision.

(P) To notify the RHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 10 business days of the occurrence, and to refrain from permitting any unauthorized persons to join the household.

(Q) To comply with the HUD Community Service and Economic Self-Sufficiency Requirement.

(R) To make an emergency or mandatory transfer to another unit when required under the RHA transfer policy.

(S) To pay (other than for normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, a member of the household, or a guest of the household.

(T) To refrain from providing accommodations to boarders or lodgers.

(U) To refrain from allowing a former public housing resident, who was evicted from a federally-funded program for criminal activities to occupy their unit. The term to occupy means to reside in the unit.

(V) To sign all necessary consent(s) for the release of information that are necessary to complete the re-examination process, including but not limited to HUD Form 9886.

(W) To allow RHA, its agents or contractors, access to the unit after proper notice.

(X) To refrain from allowing a RHA-barred individual to visit the unit. A barred individual is someone who has been banned off the property for anti-social behavior, including one-strike offenses.

Section 9. Restrictions on Alterations

(A) The resident agrees not to make alterations, additions, or improvements without first obtaining written permission from the RHA. Alterations include, but are not limited to:

1. Changing or removing any part of the appliances, fixtures, or equipment provided by the RHA in the unit;
2. Painting or installing wallpaper, wallpaper border, contact paper or affixing mirrors to any surface in the unit;
3. Attaching awnings or window guards in the unit;

4. Attaching or placing any fixtures, signs, or fences on the building(s), the common areas, or the grounds;
5. Attaching any shelves, screen doors, or other permanent improvements in the unit;
6. Installing washing machines, dryers, fans, heaters, or air conditioners in the unit;
7. Placing any aerials, antennas, or other electrical connections on the unit or building exterior;
8. Installing burglar bars and/or gates on the premises;
9. Having a waterbed on the premises;
10. Anchoring carpet by gluing or tack strip;
11. Affixing pictures with adhesive hangers;
12. Making changes to locks or install new lock on exterior/interior doors;
13. Remove and/or install flooring; or
14. Making changes to the electrical, plumbing, sanitary, heating, venting, air conditioner or other appurtenance.

(B) The resident must refrain from erecting radio, television antennas, or satellite dishes, except in accordance with regulation set forth by the RHA, and with written approval of the RHA.

(C) The resident may not store any items, which may constitute a hazard to the premises or pose a threat to health and safety of the other residents, RHA employees, agents of the RHA, or persons residing in the immediate vicinity of the premises as vicinity is defined in the ACOP.

(D) Alterations, additions, and improvements that cannot be removed without permanent damage to the dwelling unit shall become the property of the RHA without compensation to the resident.

(E) The RHA agrees to provide reasonable accommodations to an eligible qualified resident with disabilities, including making changes to rules, policies, or procedures, and making and paying for a reasonable accommodation to a unit or common areas. The RHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose an undue financial and administrative burden.

Section 10. Changes in the Household

(A) Born, adopted, and court-awarded custody of children (excluding foster care arrangements) to a current member of the household during tenancy will automatically be added to the Lease upon prompt notification (within 10 business days of the occurrence) by the resident.

(B) The addition of foster children, foster adults, kinship care children, and live-in aides to the household, require the prior written approval of the RHA.

(C) Prior written approval to add a live-in aide is required and shall not be unreasonably refused. Live-in aides are required to meet all admissions screening criteria. A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a knowledgeable professional, to be essential to the care and well-being of the resident, (b) is not obligated for the support of the resident, and (c) who would not be living in the dwelling unit except to provide the necessary supportive services. A live-in aide is not required to share a bedroom with another member of the household and may be assigned his/her own bedroom. A live-in aide may not move into a unit if it would create overcrowding as defined by RHA occupancy standards. However, a resident may request a transfer and/or a reasonable accommodation. Live-in aides have no rights as remaining family members upon the death, eviction, departure, or abandonment of the resident family.

(D) The RHA shall approve or disapprove a resident's request to allow a foster child, foster adult, and kinship care child, live-in aide, to be added to the lease and move into the dwelling unit within 10 business days of the request and required documents. RHA may extend this time period if there is a delay beyond the control of the RHA or the resident.

(E) Household members who move out of the dwelling unit, for any reason, shall be reported by the resident to the RHA in writing within 10 business days of the occurrence.

(F) Remaining family members: If the head of household dies, continued occupancy by remaining family members is only permissible if there is at least one family member on the Lease living in the household who can pass applicant screening and is 18 years old or older. Remaining family members must have lived in the unit as a household member, on the Lease, for a minimum of three consecutive years (36 months) to become the head of household, and not had an unauthorized extended absence. In the event of any extenuating circumstance RHA has full discretion of approval and will make the final determination on a case by case basis.

(G) If the head of the household leaves the unit without housing subsidy assistance (i.e. institutionalization, incarceration, forming a new household in unsubsidized housing and giving their rights to the remaining family members, etc.), the RHA may, but is not required to permit the remaining family members to continue to occupy the unit if there is one or more family members who is 18 years old or older, on the Lease, living in the unit for a minimum of three

consecutive years (36 months), and can pass applicant screening. In the event of any extenuating circumstance RHA has full discretion of approval and will make the final determination on a case by case basis.

(H) When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. The RHA may offer a public housing unit to the permanent legal custodial guardian. The permanent legal custodial guardian is required to meet all admission screening criteria.

(I) A new head of household, under the above paragraph (g), will be charged for any arrearages incurred by the former head of household. The RHA reserves the right to establish a payment plan with the new head of household.

(J) If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the RHA, any amounts due under the prior Lease or Leases may be charged and collected as if the amounts due occurred under this Lease.

Section 11. RHA Obligations

The RHA is obligated:

(A) To maintain the dwelling unit and development in a decent, safe, and sanitary condition.

(B) To comply with the requirements of applicable city building codes, housing codes, and HUD regulations materially affecting health and safety.

(C) To make necessary repairs to the dwelling unit.

(D) To keep buildings, facilities, and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.

(E) To maintain in good and safe condition and working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the RHA. In multi-story buildings, the RHA agrees to keep the stairwells clean and free of debris.

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a resident) for the deposit of garbage, rubbish, ashes, and other waste removed from the dwelling unit by the resident.

(G) To supply running water, reasonable amounts of hot and cold water, and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.

(H) To notify the resident of the specific grounds for any proposed adverse action by the RHA, and when applicable, to inform the resident of his/her right to a grievance hearing under the ***RHA Resident's Grievance Procedure***.

(I) Reasonable Accommodations for Residents with Disabilities: Upon request and verification for structural modification or policy accommodation by a qualified resident with disabilities, or head of household on behalf of a family member with disabilities, the RHA will provide reasonable accommodations after determining that making the requested modification or accommodation would not result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such modification or accommodation would result in a fundamental program alteration or undue financial and/or administrative burden, when feasible the RHA will take other action that will accommodate the individual while avoiding those bothersome results. Reasonable accommodations will be provided pursuant to the ACOP.

(J) To comply with obligations under Violence Against Women's Act, including but not limited to assisting residents who are victims of domestic violence, sexual violence, dating violence, or stalking, maintaining confidentiality of information received, and sharing information. Information may be disclosed if required for use in an eviction proceeding, required by law, or with the resident's consent.

Section 12. Entry of Premises During Tenancy

(A) Upon applicable and/or reasonable advance notice (48 hours prior to entry), any duly authorized agent, employee, or contractor of the RHA will be permitted to enter the dwelling unit during reasonable hours (7:00am and 7:00pm) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.

(B) When the resident calls to request maintenance on the dwelling unit, the RHA shall acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance constitutes permission for the RHA to enter the unit and perform the maintenance. If the resident is not at home when the RHA performs the requested maintenance, the RHA shall leave a written notice stating that they were there. A request for maintenance constitutes 30 day permission for the RHA to enter the unit and perform the maintenance. If the tenant is not at home when the RHA performs the requested maintenance, the RHA will leave a written notice stating that they were there.

(C) Aside from maintenance requests, the RHA shall give all residents a minimum 48 hours written notice that the RHA intends to enter the dwelling unit and state the reason for entry.

(D) Notices for entry into the premises for extermination purposes can be left in the apartment during extermination service, or posted in common areas.

(E) The RHA may enter the resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the health, safety, and/or welfare of residents, employees, or RHA property. Legitimate emergency conditions will not be used as a pretext for unit inspections.

(F) If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the RHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of the entry.

Section 13. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged to the extent that it creates conditions hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

(A) The RHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the resident. If the damage was caused by the resident, a household member, resident's pet(s), animal(s) or guests, the cost of the repairs shall be charged to the resident. The reasonable period of time to abate an emergency is 24 hours.

(B) If necessary repairs cannot be made within a reasonable time, the RHA shall offer the resident decent, safe, and sanitary alternative accommodations. The RHA will determine if the alternative accommodation will be temporary or become the resident's permanent dwelling unit.

(C) If repairs cannot be made by the RHA within a reasonable amount of time, or if decent, safe and sanitary, alternative accommodations that do not contain hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. The abatement will remain in effect until the damage is corrected, or until alternative accommodations become available.

(D) No abatement of rent shall occur if the resident rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the resident, a household member, resident's pet(s) and animal(s), or guests.

(E) If the resident's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and if a decent and sanitary alternative accommodation that does not contain hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.

(F) Resident Responsibilities: The resident shall immediately notify the property manager of the damage to the dwelling unit that is hazardous to life, health, or safety of the occupants.

(G) The resident agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.

(H) All accidents involving injury or loss of property to the resident and/or a household member, resident's pet(s) and animal(s), or guests must be reported, verbally and in writing, to the property management office within five business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the RHA with respect to said damages or injury.

Section 14. Inspections

(A) Annual inspections: Are used to assess the resident's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with the lease. When housekeeping problems are identified the resident has 90 days to cure housekeeping violations. RHA will conduct interim inspections as a follow-up to any housekeeping problem found during the annual inspections. Residents will be notified in writing of housekeeping problems and will receive interim inspections to measure corrections to any identified unsatisfactory condition and progress toward resolving the problem. Failure to resolve the housekeeping conditions will be considered a serious violation of the Lease and is grounds for lease termination. Annual and interim inspections will be done pursuant to the ACOP.

(B) Move-in Inspections: The RHA and the resident or his/her representative shall inspect the dwelling unit prior to occupancy. The RHA shall provide the resident a written statement of the condition of the dwelling unit and note any equipment provided with the dwelling unit. The statement shall be signed by the RHA and the resident or his/her representative. A copy of the statement will be retained in the resident's folder. RHA will determine if any deficiencies noted on the inspection report will be corrected by the RHA at no charge to the resident prior to move-in or within ten business days after move-in, provided the defect does not render the unit uninhabitable. In the event that a deficiency is not correctable it will be noted on the move-in inspection.

(C) Move-out Inspection: When the resident vacates the RHA will inspect the unit and provide the resident a written statement of the charges, if any, for which they are responsible. In order to protect the resident's rights, the resident and/or representative may join in the move-out inspection, unless the resident vacates without notice. Failure of a resident to join in these inspections constitutes acceptance of RHA's findings. Any personal property left on the RHA's

property when a resident leaves, abandons, or surrenders the dwelling unit, will be disposed of by the RHA. Cost of disposal shall be assessed against the former resident.

Section 15. Notice Procedures

- (A) Resident Responsibility: The Resident must personally deliver a written notice to the property management office or the central office of the RHA, or send it prepaid first-class mail properly addressed. Any notice to the RHA can be in an alternative format as a result of a request for a reasonable accommodation by a qualified resident with disabilities.
- (B) RHA Responsibility: All notices to residents must be in writing, except notices to residents with disabilities, which must be in the alternative format requested by the resident. Notices will also be available in other languages as needed.
- (C) Notices for Lease Termination or non-renewal must be delivered to the resident or a person above the age of thirteen, residing on or being in charge of the premises, or sent properly addressed by prepaid first class mail with a return receipt signed by the addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises.
- (D) Notices, other than a Notice for Lease Termination or non-renewal, may be delivered to the resident or any member of the household or sent by prepaid first-class mail properly addressed to the resident except as provided in Section 12 (D) and (E).

Section 16. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by the RHA and the resident:

(A) The resident may terminate this Lease at any time by giving 30 calendar days written notice. Failure to give notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.

(B) This Lease may be terminated by the RHA at any time for serious or repeated violations of material terms of the Lease. The Lease will be terminated if:

1. The resident fails to make payments due under the Lease;
 - a. This includes failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to buildings, facilities, or common areas) caused by the resident, any member of the household, or guest of the household, or other person under the resident's control.
2. The resident or any members of the household fail to obtain and maintain utility service and comply with the RHA utilities policy pursuant to the ACOP.
3. The resident or any member of the household is in violation of the occupancy guidelines
4. The resident or any member of the household fail to abide by the necessary and reasonable policies and procedures established by the RHA, for the benefit and well-being of the housing development and the residents, which shall be posted in the management office and incorporated by reference in the Lease;
5. The resident fails to fulfill Resident Obligations set forth in Lease Part II Section 8;
6. The resident receives four Notices of Lease Termination for late rent payments in one 12-month period;
7. After admission, the RHA discovers material facts that would have made the resident ineligible during the initial screening process or re-examination;
8. The RHA discovers material false statements or fraud by the resident in connection with an application for assistance or with re-examination of income;
9. The resident allows an unauthorized individual to reside in the unit;
10. The resident falsifies documents or provides misleading documents regarding any family member's illegal use of a controlled substance, abuse of alcohol, or rehabilitation of illegal drug users or alcohol abusers;
11. The resident fails to notify the RHA of any additions to the household (by child birth, adoption, or court-awarded custody to a current member of the household during tenancy, excluding foster care arrangements) within 30 calendar days of the occurrence;
12. The resident allows a RHA-barred individual to visit the unit;
13. The resident allows guests or visitors to remain in the unit for a time period that exceeds the limits stated in the RHA Visitors Policy without approval from the Property Manager;
14. The resident fails to complete an annual or interim re-examination;
15. The resident fails to supply information necessary to complete re-examination, including but not limited to Social Security Numbers and Employer Identification Numbers;
16. The resident fails to accept the RHA's offer of a lease revision or modification to an existing lease;
17. The resident fails to sign the required consent forms for the RHA to conduct inquiries into the resident and household member(s)' background at re-examination, including HUD Form 9886;

18. The resident fails to comply with all responsibilities imposed upon the resident or any member of the household by applicable provisions of the building and housing codes materially affecting health and safety;
19. The resident refuses to allow the RHA to perform necessary unit inspections of the resident's unit;
20. The resident or any household members, visitors, or guests fail to refrain from destroying, defacing; damaging, littering, or removing any part of the dwelling units or developments;
21. The resident fails to immediately notify the RHA of any damage in the dwelling unit;
22. The resident fails to keep the dwelling unit and other such areas as may be assigned to the household for the household's exclusive use in a clean and safe condition;
23. The resident fails to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
24. The resident fails to cure housekeeping violations within 30 calendar days of notice;
25. The resident fails to buy and install working batteries in smoke and carbon monoxide detectors within the dwelling unit;
26. The resident fails to remove from RHA property any vehicles owned or in the control of the household that are without valid registration and RHA parking stickers if required. To refrain from parking any vehicles in any right-of-way, fire lane, or other RHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from RHA property at the resident's expense. Automobile repairs are not permitted on RHA property;
27. The resident changes locks or installs new locks or anti-theft devices without the written approval of RHA;
28. The resident, any member of the household, visitors, or guests fail to behave in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will contribute to maintaining the building and/or development in a decent, safe, and sanitary condition. This includes refraining from alcohol abuse, or any other activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the immediate vicinity of the premises as vicinity is defined in the ACOP;
29. The resident or any member of the household fail to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other appurtenances, including elevators. Reasonable behavior includes, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections;
30. The resident fails to keep dogs, cats, other common household pets, and assistance animals on the premises, in accordance with the ***RHA Pet and Assisted Animal Policy***. The Pet Ownership Procedure requires prior written consent and approval of a pet application, which will become part of this Lease;
31. The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees or that in the case of the State of New Jersey is a high misdemeanor, or for violating a condition of probation or parole imposed under federal or state law;
32. There is any criminal activity engaged in on or off the premises by the resident, any member of the household, a guest, or another person under the resident's control that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, RHA employees, agents of RHA, or persons residing in the vicinity as vicinity is defined in the ACOP
33. There is any drug-related criminal activity on or off the premises by the resident, any member of the household, a guest or other person under the resident's control;
34. The resident or any member of the household, a guest, or other person under the resident's control, engages in criminal activity on or off the premises. Criminal activity includes but not limited to:
 - a) Threat to or harassment of another person or actual or attempted injury, harm, or violence to another person.
 - b) Offenses against property including, but not limited to burglary, breaking and entering, arson, or malicious destruction of property.
 - c) Robbery, theft, or the selling of stolen property.
 - d) The use of the online or internet access provided by RHA at the property for criminal activity.
 - e) The unauthorized use of the internet services provided to residents at the property or the physical communication lines used to provide internet services to other residents and/or units at the property.
 - f) Fraud against any government entity or agency involving any government program;
35. The resident or any member of the household is convicted of manufacture or production of methamphetamine;
36. The resident or any member of the household is convicted of a crime that requires them to be subject to a lifetime or any registration requirement under a state sex offender registration program, including the Sex Offender Registration Act 730 ILCS 150/et. seq. as now or hereinafter amended.

37. The resident or any member of the household is or was involved in criminal activity and/or drug-related activity that is a threat to the health, safety, or right of peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises, as vicinity is defined in the ACOP, as determined by the use of a criminal background report;

38. The resident fails to refrain from and cause any household member, guests or other person under the resident's control to refrain from:

- a. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, RHA employees, agents of the RHA, or persons residing in the vicinity as vicinity is defined in the ACOP
 - b. Engaging in any criminal activity that threatens the life, health, safety, right to peaceful enjoyment or property of other residents, RHA employees, agents of the RHA or persons residing in the vicinity of the premises as vicinity is defined in the ACOP, or any drug related criminal activity on or off of the premises.
1. If a resident or any member of the household is a victim of domestic violence, sexual violence, dating violence, or stalking, engaged in by a member of the resident's household or any guest or other person under the resident's control, then this alone will not be a cause for termination of the tenancy or occupancy rights;
 2. The RHA may remove a member from the Lease, without regard to whether the member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or any member of the household, and who engages in criminal acts of physical violence against the resident, any member of the household or against others, without evicting, removing, terminating assistance to or otherwise penalizing the victim of such violence, who is also a household member;
 3. Once notified, the RHA will comply with any court orders addressing the rights of access to or control of the property, including civil protection orders: (a) issued to protect the victim, and (b) issued to address the distribution or possession of property among family members in cases where a family breaks up;
 4. The RHA maintains the right and authority to evict a resident or any member of household, including a victim of domestic violence, sexual violence, dating violence, or stalking for any violation of the lease not premised on the act or acts of domestic violence in question;

The RHA must not subject an individual who is or has been a victim of domestic violence, sexual violence, dating violence, or stalking to a more demanding standard than other residents in determining whether to evict or terminate.

5. The RHA may terminate the tenancy of any resident if the resident, any members of the household, any guest or other person under the resident's control, are causing an actual and imminent threat to other residents, RHA employees, agents of the RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP
- a. Failure to ensure that all firearms or ammunition in the possession of any household member, guest or person under the control of the tenant is legal and registered to that person. Firearm registration is defined as the household member, guest, or other person under the control of the tenant being in possession of a valid firearm "Firearm Owner's Identification Card" as defined in the "Firearm Owner's Identification Card Act", 430 ILCS 65/0.01 et.seq. Refrain from any act or keep any member of the household, a guest or other person under the Resident's control from displaying, carrying, discharging or threatening the use of a firearm or other weapon while on or near the vicinity of the property as vicinity is defined in the ACOP. This paragraph shall not interfere with a Residents lawful right to possess a firearm within the confines of the Residents dwelling unit. Residents who have an Illinois Firearms Owners Identification Card or an Illinois Concealed Carry license may carry their firearm directly to and from their dwelling unit and vehicle provided that they carry the firearm unloaded in a carrying case or disassembled and in a non threatening manner. Under no circumstances is a Resident, any member of the household, a guest or other person under the control of the Resident, permitted to wear a holstered or concealed firearm on or near the property of the Rockford Housing Authority.
 - b. Causing any fire on RHA premises, either intentionally or through gross negligence, recklessness, or careless disregard are grounds for lease termination.

39. The resident or any household member fails to refrain from allowing a former public housing resident, who was evicted from a federally-funded program for criminal activities to occupy their unit;

40. The resident or any household members fails to refrain from providing accommodations to boarders or lodgers;

41. The resident or any household members fails to ensure that household members between the ages of 7 and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois;

42. The resident or any household members fail to ensure that children age 13 and under are adequately supervised at all times;

43. The resident, any adult household member, or the live-in aide fails to complete and sign the RHA Lease;

44. The resident fails to allow the RHA, its agents or contractors, access to the unit after proper notice has been given to the resident as provided in Section 12 of the Lease;
45. The resident, any member(s) of the household, guest(s), or person(s) under the residents control participates in or causes any incident or incidents of actual and/or threatened domestic violence, sexual violence, dating violence, or stalking. The RHA will not hold the victim of any incident or incidents of actual and/or threatened domestic violence, sexual violence, dating violence, or stalking liable for lease violations;
46. The resident fails to make an emergency or mandatory transfer to another unit when required under the RHA transfer policy;
47. Public Housing Dwelling Unit is Not the Sole Domicile of the Resident and any member of the household; or
48. Other good cause. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

(C) Extended Absences

1. Residents must advise the RHA if they will be absent from their unit for more than 30 consecutive days. Exceptions will be made in instances where the resident is a victim of domestic violence, sexual violence, dating violence, or stalking. Residents shall notify the property manager, secure the unit, and provide a means for the RHA to contact the resident in an emergency.
2. Although a resident continues to pay rent and utilities, a resident may not be absent from their dwelling unit for longer than 90 consecutive days, or 180 days if the absence is due to verified medical reasons, without losing his/her rights to tenancy to the unit. If the resident exceeds the limit for absence, property management will take appropriate legal action, including lease termination and eviction. A resident who plans to be or is absent from his/her unit for longer than 30 days must inform their property manager to avoid lease termination. A resident may request in writing to have a longer absence approved. The RHA has full discretion of approval and will make the final determination on a case by case basis.

(D) Remaining Family Members Eviction Proceedings can be commenced if:

- a. The remaining family members fail to inform the RHA within ten (10) calendar days of the death or departure of the former head of household;
- b. The remaining family members do not have a family member qualified to sign a new Lease as the new head of the household or cannot pass screening;
- c. The RHA approved remaining family member fails to sign a new Lease within 30 days of approval of their request; and/or
- d. The household has pending rent default or criminal violations.

(E) Notice of Eviction:

In deciding to evict for criminal activity, the RHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by any members of the household and the effects that the eviction would have on any member of the household not involved in the proscribed activity. In appropriate cases, the RHA may permit continued occupancy by remaining household members and may impose a condition that any member of the household who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The RHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.

- (a) If the RHA seeks to terminate/not renew the lease for criminal activity shown by the criminal background checks under Lease Part II Section 5(a), upon the resident's request, the RHA will supply the resident upon his/her request with a copy of the criminal record prior to any proceedings to terminate.
- (b) The RHA shall give written notice of proposed termination in English, or other language as needed or, in the case of a resident with a disability, in an alternative format.

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable time equal with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other residents, RHA employees, agents of RHA, or persons residing in the vicinity of the premises as vicinity is defined in the ACOP, or RHA property, or in the event of any drug-related criminal or criminal activity. Reasonable time in these cases shall be defined as no more than ten (10) days, considering the seriousness of the situation, when the health or safety of other tenants or RHA staff is threatened.
3. Thirty (30) days in any other case.

(c) If the RHA prevails in an eviction action by obtaining an order for possession or if the parties agree in a stipulation, the resident will be liable for all costs awarded by the Court, unless the resident prevails in the action.

Section 17. Grievance Procedure and Requirements

(A) Disputes arising under this Lease shall be resolved pursuant to the ***RHA Resident's Grievance Procedure***, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference.

(B) The resident shall not be allowed to utilize the ***RHA Resident's Grievance Procedure*** for criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, RHA employees, agents of RHA, or persons residing in the vicinity as vicinity is defined in the ACOP; or any drug-related criminal activity on or off premises.

(C) In the case of a proposed adverse action, including a proposed Lease termination, the RHA shall not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.

(D) When the RHA is required to offer the resident the opportunity for a grievance hearing and the resident has made a timely written request, the tenancy shall not terminate until the time for the tenant to request a hearing has expired. A timely request is one that has been received within ten (10) calendar days of receipt of the notice. The tenancy shall not terminate until the grievance process has been completed and results have been forwarded to the resident, even if the Notice of Lease Termination has expired.

Section 18. Abandonment

(A) The resident shall be deemed to have abandoned the dwelling unit when (a) the resident has provided the RHA with actual notice indicating intent not to return to the dwelling unit;

(B) the resident has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period; or (c) the resident has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.

Section 19. Lease Modifications, Riders, and Addendums

Any modification of this Lease must be accomplished by a written rider or lease addendum to the Lease executed by the RHA and the resident. The only exception to this rule is for modifications of rent pursuant to Lease Part II Section 5.

Section 20. Community Service and Economic Self-Sufficiency Requirement

(A) Community Service and Economic Self-Sufficiency Requirements mandate that each adult household member not eligible for an exemption shall either contribute eight hours per month of community service within their community, participate in an Economic Self-Sufficiency program for eight hours per month, or a combination of both.

(B) In the event the Resident or any household member are not in compliance with Community Service and Economic Self-Sufficiency Requirement, the RHA will not renew or extend the Resident's Lease upon expiration of the Lease term. The RHA shall take such action as is necessary to terminate the tenancy of the household.

(C) Based on consideration of the Resident's efforts to comply with this Section, the RHA reserves the right to enter into a written agreement with the Resident before the expiration of the Lease term to cure any non-compliance with Community Service and Economic Self-Sufficiency Requirements.

(D) Failure of the resident to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.

Section 21. Remedies Cumulative

The rights and remedies of the RHA under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy, nor does the failure to use any right or remedy at a given time constitute a bar to future use.

Section 22. Rules and Regulations

The parties agree that the resident's application is incorporated herein by reference and that all the statements made in the application are true and correct. False statements are grounds for termination of the lease. The rules and regulations of occupancy, admission and occupancy policy (ACOP), the resident handbook, the schedule of resident service charges the House Rules, and the grievance procedure constitutes a part of this lease and are incorporated by reference.