

# KARABIS APARTMENTS DWELLING LEASE

## 1. IDENTIFICATION OF THE PARTIES AND PREMISES

- A. The Community Development Authority (CDA) leases to  
First Name(s), Middle Initial(s), Last Name(s) (Tenant/s),  
the premises located at:  
apartment number.
- B. The premises for the use and occupancy of Tenant must be Tenant's principal residence, and are to be occupied only by Tenant and the following named household members:  
  
Head of Household Full Name (Head)  
  
(and no others)
- C. Tenant agrees that no other person shall live in the premises without written permission from CDA or in violation of Section 7B of this lease and that violation of this lease shall be cause for termination of this lease.

## 2. TERM AND RENEWAL

The initial term of this lease shall be one (1) year beginning on **Month, date, year**, and ending on **Month, date, year**. After the initial term ends, this lease shall be automatically renewed for the same period, subject to Section 11, Termination

## 3. RENT PAYMENTS

- A. Amount and Due Date of Partial Rental Payment at Initial Occupancy:  
  
If the first day of occupancy is other than the first day of the month, Tenant shall pay rent of \$ .00 in advance of the first day of occupancy.
- B. Amount and Due Date of Rental Payments:  
  
Tenant shall pay \$ .00 rent in advance on or before the first day of each month beginning **Month, date, year**. This rent shall remain the same unless adjusted in accordance with the provisions of Section 9.
- C. Tenant shall mail rent to Community Development Authority, P.O. Box 2093, Madison, Wisconsin 53701-2093. Any payments by cash must be made to the City Treasurer's Office, Room 107, City-County Building, Madison, Wisconsin.
- D. A \$25 late payment charge to cover administrative expenses shall be due for rent payments not received by CDA by the fifth day of the month. Such late payment charges shall be due two weeks after CDA gives Tenant written notice of the charges.

## 4. SECURITY DEPOSIT

- A. Tenant shall pay a security deposit of \$ .00 by money order or certified check on or before taking possession of the premises.
- B. Tenant shall leave the premises in as overall clean condition as when tenancy commenced, excepting ordinary wear and tear. The security deposit shall be refunded to Tenant after vacating, less the cost for repairing any Tenant damage, waste or neglect of the premises or the nonpayment of rent for which Tenant is legally responsible.

- C. CDA shall, within 21 days after the termination of the tenancy or restoration of premises to CDA, whichever is later, return in person or by mail, to Tenant at Tenant's last known address if a forwarding address is not provided to CDA, either:
- (1) The full security deposit; or
  - (2) A written itemized statement showing the specific reason or reasons for the withholding of the deposit or any portion of the deposit, applicable receipts and estimates including the necessary hours and the wage rates for the work done or to be done. CDA shall not be held responsible for the inability of the Post Office to complete delivery of a first class letter.
- D. The security deposit shall not be used to pay rent or other charges while Tenant is in occupancy.

5. UTILITIES

A. The parties to this lease agree to furnish utilities as follows:

	CDA WILL FURNISH	TENANT WILL FURNISH
Water & Sewer	<u>  X  </u>	<u>      </u>
Heat & Hot Water	<u>  X  </u>	<u>      </u>
Electricity	<u>  X  </u>	<u>      </u>
Air Conditioning	<u>      </u>	<u>  X  </u>

- B. Tenant agrees to pay utility deposits, as may be required by the utility company to retain or maintain service.
- C. Tenant's rent shall be decreased in accordance with the current Schedule of Utility Allowances posted in the Management Office to reflect utility charges that are paid directly by Tenant under this lease. Tenant's rent shall be increased to reflect excess utility consumption due to additional tenant-owned freezers, refrigerators or air conditioners, provided CDA furnishes utilities.
- D. Tenant agrees not to waste or use an excessive amount of CDA provided utilities, as determined by CDA according to objective guidelines.
- E. CDA shall not be responsible for failure to furnish by reason or cause beyond its control.
- F. Termination of utility service due to nonpayment by Tenant shall be grounds to terminate this lease.

6. CDA RESPONSIBILITIES. CDA agrees:

- A. To maintain in good and safe working order and condition: electrical, plumbing, heating, ventilating, sanitary, and other facilities and appliances, including elevators, supplied or required to be supplied by CDA to Tenant.
- B. To maintain Tenant's dwelling unit and building facilities and common areas (not otherwise assigned to Tenant for maintenance and upkeep), in a decent, safe, and sanitary condition.
- C. To provide water softener salt and furnace filters, where required.
- D. To comply with requirements of applicable building, health, fire and housing codes, and HUD regulations materially affecting health, safety and property.
- E. To provide free of charge maintenance, replacement, and repair for normal wear and tear to Tenant's premises. To post in the Management Office a current list of average charges for typical services, repairs and replacements where damage is more than normal wear and tear. Labor charges are higher for work performed on evenings, holidays and weekends. To post in the Management Office copies of all rules, regulations, schedules and other documents referenced in this lease, and to make these available to Tenant.

- F. If repairs of defects hazardous to life, health, safety or property are not made, or temporary alternative accommodations are not offered to tenant within a reasonable time of Tenant's reporting same to CDA, and it was within CDA's ability to correct the defect or obtain the correction thereof, then Tenant's rent shall abate during the entire period of the existence of such defect while residing in the unrepaired dwelling. Rent shall not abate if Tenant rejects reasonable alternative temporary accommodations, or if Tenant failed to promptly report the defect to CDA, or if the damage was caused by Tenant, Tenant's guests, invitees or a member of Tenant's household.
- G. To provide and maintain adequate containers for garbage, trash, recyclables and other waste removed from the premises by Tenant, except containers for the exclusive use of an individual Tenant.
- H. To supply running water and reasonable amounts of hot water and heat at appropriate times of the year.
- I. To inspect the premises with Tenant or Tenant's representative within seven (7) days of move-in and to give Tenant a copy of a written statement signed by both CDA and Tenant describing the condition of the premises, its equipment and appliances. To comply with check-in/check-out provisions required by City of Madison as set forth in Sec. 32.07(5), Madison General Ordinances.
- J. To inspect the premises when Tenant moves out, and to give Tenant a written statement of charges, if any, for repairs. Tenant may be present during this inspection.
- K. To allow Tenant to inspect Tenant's file with reasonable advance notice.
- L. To notify Tenant of the specific grounds for CDA adverse actions including, but not limited to: a proposed lease termination, transfer to another unit, imposition of charges for maintenance and repair beyond normal wear and tear or excess consumption of utilities.

7. TENANT RESPONSIBILITIES. Tenant agrees:

- A. Not to assign or sublease the dwelling unit. Not to take in boarders or lodgers.
- B. To use the premises solely as a private dwelling for Tenant and Tenant's household members as identified in Section 1.B. and not to use or permit its use for any other purpose. Tenant's guests may not reside in the premises for more than one week unless Tenant has received prior written consent of CDA. "Guest" means a person in the leased unit with consent of a household member. With prior written consent of CDA, foster children or a live-in aide for a member of the household may reside in the premises.
- C. To notify CDA as soon as is practical of any needed maintenance or repairs or need for extermination of insects or rodents within the leased premises or any unsafe conditions on the premises or grounds. Non-reporting of needed maintenance or repairs which causes damage to CDA property will be considered a violation of the lease and beyond normal wear and tear and will result in charges to Tenant.
- D. To allow entry to exterminators and to properly prepare the premises for extermination treatment as required by CDA, and to pay all charges assessed by CDA for improper preparation or refusal of entry. Such charges shall be due two weeks after CDA gives written notice to Tenant of such charges.
- E. To follow the rules and regulations established by CDA Tenant Handbook, which may be amended from time to time, which is adopted by reference and made part of this lease agreement. Tenant further agrees to notify all household members and guests regarding all CDA rules and regulations and lease provisions which relate to required conduct of Tenant's family and guests.
- F. To assure that Tenant, any member of Tenant's household, guests, or other persons under Tenant's control, shall not engage in:
  - (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the CDA's public housing property by other CDA residents or CDA employees;

(2) any drug-related criminal activity on or near such premises;

Any criminal activity in violation of this subsection shall be cause for termination of tenancy and eviction from the unit.

- G. To maintain in safe and sanitary condition the dwelling unit and any other areas assigned to Tenant for Tenant's exclusive use; to disposed of all garbage, rubbish, recyclables and other waste from the premises in a sanitary and safe manner; to mow the lawn and clear the snow and ice from the areas when assigned to Tenant's unit.
- H. To pay promptly charges assessed against Tenant (other than normal wear and tear) for excessive use of utilities, the cost of repair of damages to the leased premises or any other CDA-owned property caused by Tenant, Tenant's household members, or guests, and for charges assessed against Tenant for cost of maintenance tasks performed by the CDA and which Tenant agreed to provide but failed to perform. Maintenance and repair charges shall be due two weeks after CDA gives written notice to Tenant of the charges.
- I. To refrain from and cause household members or guests to refrain from destroying, defacing, damaging or removing any part of the premises, or any other CDA-owned property and facilities.
- J. Not to alter or redecorate the premises, or any building or grounds without prior written consent of CDA, including painting or attaching floor or wall coverings with adhesive or other permanent means. Tenant shall not add locks or change locks; change or remove CDA appliances; install wallpaper, adhesive stickers, or contact paper; attach awnings, antennas, satellite dishes, or aerials; attach or place any signs or placards on the buildings, project areas or project grounds.
- K. To use in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating, air conditioning, elevators and other facilities and equipment; to refrain from excessive use of utilities. Tenant shall not permit nonresidents to use CDA provided laundry or storage facilities.
- L. To act and cause household members or guests to act in a manner which will not disturb other residents peaceful enjoyment of their accommodations and will be conducive to maintaining CDA owned-property in a safe and sanitary condition.
- M. To comply with the CDA's parking policy as outlined in the Tenant Handbook.
- N. To comply with requirements of applicable building codes, zoning codes, housing codes, health codes, fire codes, and HUD regulations affecting health, safety and property.
- O. To comply with the relevant CDA pet policy.
- P. Not to set up any waterbed, except with written approval of CDA.
- Q. To place in an exterior area which is part of or adjacent to Tenant's premises ONLY furniture designed for exterior use, one (1) grill, up to one (1) bicycle for each resident; this does not include any furniture intended or designed for interior use nor garbage or trash of any kind.

8. INSPECTIONS

Tenant agrees that an authorized representative of CDA will be permitted to enter Tenant's premises to examine its condition, to make improvements or repairs, or to show the premises for re-leasing. The CDA representative may enter only during reasonable hours with Tenant's permission, or after at least forty-eight (48) hours notice in writing of the date and purpose; provided, however, that CDA shall have the right to enter the premises without prior notice if CDA reasonably believes entry is necessary to preserve or protect the premises from damage or if CDA reasonably believes an emergency exists involving threats to health or safety of persons or property. In the event that Tenant and all adult household members are absent from the premises at the time of entry, CDA will, prior to leaving the premises, leave a written statement on the premises specifying the date, time and purpose of such entry.

9. RE-DETERMINATION OF ELIGIBILITY, RENT, AND DWELLING SIZE

A. Annual Reexaminations

Annually as required by CDA, tenant agrees to furnish accurate information to CDA as to family composition, citizenship, eligible immigration status, employment, and income from all sources, for use by CDA to determine eligibility for continued occupancy, re-determination of rent, and appropriateness of dwelling size. These determinations will be made in accordance with the approved Admission Policy available in the Management Office.

All adult members of the household must accompany the head of household to the annual reexamination interview. Nonappearance by any adult household member at such interview is grounds for termination of this lease.

If Tenant's family composition no longer conforms to the Occupancy Standards listed in the Admissions Policy, Tenant agrees to transfer to appropriate size unit within 30 days of notification that an appropriate unit is available.

B. Interim Reexaminations

Rent, as stated in section 3 or as adjusted by written amendment to this lease, will remain in effect for the period between annual reexaminations unless a change in household income, household composition, or exceptional medical or unusual expenses occurs which would reduce the rent in accordance with the approved Admissions Policy. All changes, whether resulting in an increase or decrease in income or family composition, must be reported in writing to CDA within 10 days of when Tenant becomes aware that such change will occur. The failure of any adult household member to report any change in income or family composition to CDA is grounds for termination of this lease.

C. Fraud and Misrepresentation

If it is found that Tenant has failed to report changes in circumstances, or has misrepresented to CDA the facts upon which rent is based, so that the rent being paid is less than Tenant should have been paying, then the increase in rent shall be made retroactive in accordance with Section 9D(3). Misrepresentation to CDA or failure to report such changes may also result in termination of this lease and may subject Tenant to penalties available under state or Federal law, which may include imprisonment and/or fines.

D. Rent Changes

- (1) The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if HUD or the CDA determines, in accordance with HUD procedures, that an increase in rents is needed.
- (2) In the event that a rent adjustment is required, CDA will mail or deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 10.
- (3) In the case of a rent decrease, the rent adjustment will become effective as of the first day of the month following receipt by CDA of Tenant's written notice of any change in household income or composition.
- (4) In the case of a rent increase, the rent adjustment will take effect the first day of the second month following the completion of the reexamination. However, if the rent increase results from a finding of misrepresentation or failure to report by Tenant, CDA will apply any increase in rent retroactive to the first (1st) day of the month following the month in which the change in circumstances creating the rent increase occurred.

10. LEGAL NOTICES

Any notice required to be given to Tenant under this lease shall be sufficient if delivered in writing to Tenant personally or to a household member of age fourteen (14) or over residing in the premises, or if sent by prepaid first class mail properly addressed to Tenant. Any notice required to be given to CDA under this lease shall be sufficient if delivered in writing to a CDA employee at Tenant's Management Office or if sent by prepaid first class mail, properly addressed to the Housing Manager.

11. TERMINATION OF LEASE

- A. This lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner provided in Section 10 above. The termination shall be effective on the last day of the first full month following notice.
- B. Tenant agrees to leave the premises in a clean and good condition, normal wear and tear excepted, and to return the keys and access cards to the appropriate Management Office upon vacating.
- C. CDA may terminate or refuse to renew this lease for serious or repeated violation of terms of this lease, such as failure to make payment due under this lease or to fulfill material Tenant obligations outlined in Sections 7 or 9, or for other good cause. CDA may terminate this lease at any time in accordance with 24 CFR 966.4(1).
- D. CDA shall immediately terminate tenancy if a Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees.
- E. CDA shall terminate the lease if the Tenant, any member of the household, a guest or another person under Tenant's control commits the following types of criminal activity:
- (1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the CDA's public housing premises by other residents.
  - (2) any drug related criminal activity on or near such premises.
- F. CDA shall terminate the lease if Tenant occupies the dwelling unit in violation of 42 USC 13661 relating to ineligibility of illegal drug users and alcohol abusers or furnishes false or misleading information in violation of 42 USC 13662 regarding household members who are illegal drug users or alcohol abusers.
- G. CDA may terminate the tenancy if the Tenant fails to accept CDA's offer of a revision of the existing lease assuming a minimum of a sixty (60) day notice of the revision.
- H. The CDA shall give written notice of termination of this lease of:
- (1) Not less than fourteen (14) days in the case of failure to pay rent;
  - (2) A reasonable time considering the seriousness of the situation but not more than thirty (30) days when the health or safety of other Tenants or CDA employees or contractors is threatened;
  - (3) Not less than 30 days in all other cases.
- I. Notification of termination of Tenant's occupancy by CDA shall state the reasons for the termination and inform Tenant of Tenant's right to make such reply as Tenant may wish and the right to inspect any CDA documents directly relevant to the termination or eviction. The notice shall also inform the Tenant of Tenant's right to request a hearing in accordance with the CDA's current approved Grievance Procedure if the Tenant has such a right.

12. GRIEVANCE PROCEDURE

Tenant may grieve those issues which are grievable pursuant to the then existing Tenant Grievance Procedure. The Tenant Grievance Procedure is hereby incorporated by reference and made part of this lease.

13. WAIVERS

The rights and remedies of CDA under this lease shall not be exclusive of any other right or remedy allowed by law. No waiver by CDA of any breach or provision of this lease shall affect any subsequent breach or provision of this lease or impair the exercise of any right or remedy accruing upon any breach, nor shall it be construed as a waiver of any breach or provision of this lease.

14. RECEIPT OF DOCUMENTS

In signing this lease, Tenant acknowledges that Tenant has received copies of this lease, the Tenant Handbook, and the Tenant Grievance Procedure.

15. MODIFICATION OF THE LEASE

This lease, together with items referenced in Sections 7E and 12 and any future adjustments of rent or dwelling unit, evidences the entire agreement between CDA and Tenant. The lease may be modified at any time by written agreement of the Tenant and CDA. CDA may modify the lease unilaterally at any time during the lease term as long as the Tenant has an opportunity to comment as provided by federal regulation. The CDA must notify the Tenant of any change and must offer the Tenant a new lease or an addendum revising the existing lease. The Tenant must receive the notice at least sixty (60) days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the new amendment to the existing Agreement and returning it to the CDA. The Tenant may reject the changed terms and conditions by giving the CDA written notice that he/she intends to terminate the tenancy. If the Tenant does not accept the new Lease or addendum, the CDA may terminate the tenancy as provided in Section 11.

16. DISCRIMINATION PROHIBITED

CDA agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or because there are children in the family.

**COMMUNITY DEVELOPMENT  
AUTHORITY OF THE CITY OF MADISON**

BY \_\_\_\_\_ Date

BY: \_\_\_\_\_  
TENANT:

\_\_\_\_\_  
TENANT:

DATE \_\_\_\_\_