

Client #
Unit #
Unit Size:

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

LOW RENT PUBLIC HOUSING DWELLING LEASE

1. IDENTIFICATION OF THE PARTIES AND PREMISES

- A. The Community Development Authority (CDA), leases to _____ Tenant) the premises located at: _____ Madison, Wisconsin 537 _____ .
- B. The premises are for the exclusive 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:
- (and no others)
- C. Tenant agrees that no other person has permission to live in the premises without written approval from CDA, and that stays by overnight guests are limited by Section 7.C. of this lease. Additions to the family through birth, adoption, or court-awarded custody of a child do not require CDA approval; however, Tenant is required to notify CDA within ten (10) business days of the birth, adoption, or custody award.
- D. All adult household members shall sign the lease agreement. This includes adult children. Within thirty (30) calendar days of a household member's eighteenth birthday, he or she shall sign on to the existing lease. Failure to sign within thirty (30) days, unless a written extension is granted by CDA, shall constitute violation of the lease and is grounds for CDA to terminate the lease.

2. TERM AND RENEWAL

The initial term of this lease shall be one (1) year beginning on _____ and ending on _____. After the initial term ends, this lease shall be automatically renewed for a one (1) year period, subject to Section 13., Termination of Lease.

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 \$ _____ in advance of the first day of occupancy.
- B. Amount and Due Date of Rental Payments:
- Tenant shall pay \$ _____ rent on or before the first day of each month beginning _____. 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, pay in person at the City Treasurer's office, or pay online at www.madisonpay.com. 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 (5th) day of the month. Such late payment charges are due and payable fourteen (14) calendar days after the billing date. CDA shall inform Tenant of the charge and billing date in writing.

4. SECURITY DEPOSIT

- A. Tenant shall pay a security deposit of \$ _____ by money order or certified check on or before taking possession of the premises. If Tenant cannot pay the full amount before taking possession of the premises, Tenant and CDA may enter into a payment arrangement for the remaining

amount. Failure to comply with the terms of the payment arrangement is a serious violation of this lease and is grounds for CDA to terminate the lease.

- B. Tenant shall leave the premises in as clean of a condition as when tenancy commenced, excepting ordinary wear and tear, and shall return all keys and access cards to the appropriate Management Office upon vacating. CDA shall refund the security deposit to Tenant after Tenant vacates, less any unpaid rent, and less the cost of repairing any damage, waste or neglect of the premises for which Tenant is legally responsible. In addition to the standard security deposit deductions allowable under Wis. Stats. Sec. 704.28, CDA may deduct from the security deposit as provided in the attached Nonstandard Rental Provisions which are incorporated into this lease.
- C. Within twenty one (21) calendar days after the termination of the tenancy or restoration of premises to CDA, whichever is later, CDA shall return 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.
- D. Return of the security deposit or portion thereof will be made in person or by mail. If a forwarding address is not provided to CDA, mail will be sent to Tenant's last known address. CDA shall not be held responsible for the inability of the Post Office to complete delivery of a first class letter.
- E. 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	_____	_____
Heat & Hot Water	_____	_____
Electricity	_____	_____
Air Conditioning	_____	_____

- B. Tenant agrees to pay utility deposits as may be required by the utility company to retain or maintain service. If Tenant is responsible for paying utilities, Tenant shall have the utility account and billing records in his or her name, unless a different arrangement has been agreed to with CDA in writing.
- C. If Tenant is responsible for paying utilities, Tenant's rent in Section 3. reflects a reduction according to the current Schedule of Utility Allowances posted in the Management Office.
- D. If CDA furnishes utilities, Tenant will be charged a fee for increased utility consumption due to additional Tenant-owned appliances such as freezers, refrigerators or air conditioners. Tenant-owned property including, but not limited to, refrigerators, air conditioners, chest freezers, fire extinguishers, and fans are not the property of CDA and will not be maintained or serviced by CDA.
- E. Tenant agrees not to waste or use an excessive amount of CDA-provided utilities.
- F. CDA is not responsible for failure to furnish utilities by reason or cause beyond its control.
- G. Tenant must furnish sufficient heat to the dwelling unit to prevent freezing of pipe water. If for any reason Tenant is unable to maintain sufficient heat, Tenant shall immediately notify CDA. Tenant agrees to pay for any damages caused by Tenant's failure to maintain sufficient heat.
- H. Termination of utility service due to nonpayment by Tenant is a serious violation of this lease and is grounds for CDA to terminate the lease.
- I. Tenant agrees to sign a release of information so that CDA may obtain information from the utility company including, but not limited to information relating to utility usage or consumption, and account billing or payment information.

6. CDA RESPONSIBILITIES. CDA agrees:

- A. To maintain in good and safe working order and condition: all 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 comply with requirements of applicable building, health, fire and housing codes, and HUD regulations materially affecting health, safety and property.
- D. To provide maintenance, replacement, and repair for normal wear and tear to Tenant's premises free of charge. 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.
- E.. 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. In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:
 - (1) Tenant shall immediately notify CDA management of the damage;
 - (2) CDA shall be responsible for repair of the unit within a reasonable time: provided, that if the damage was caused by Tenant, Tenant's household, guests, or other persons under Tenant's control, the reasonable cost of the repairs will be charged to Tenant;
 - (3) If repair cannot be completed in a reasonable time, CDA will offer temporary alternative accommodations;
 - (4) If CDA does not repair or offer alternative accommodations as required above, and it was within CDA's ability to correct the defect or obtain the correction thereof, then Tenant's rent will abate during the entire period of the existence of such defect while residing in the unrepaired dwelling; however,
 - (5) Rent will not abate if Tenant failed to promptly report the defect to CDA, if Tenant rejects reasonable alternative temporary accommodations, or if the damage was caused by Tenant, Tenant's household, Tenant's guests, or other persons under Tenant's control.
- G. To provide and maintain adequate containers and facilities for ashes, garbage, trash, recyclables and other waste removed from the premises by Tenant, except containers for the exclusive use of an individual Tenant family.
- H. When provided or controlled by CDA, 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) calendar 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.
- 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, and imposition of charges for increased consumption of utilities or maintenance and repair beyond normal wear and tear.
- M. To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L.

7. TENANT RESPONSIBILITIES. Tenant agrees:

- A. Not to assign or sublease the dwelling unit. Not to take in boarders or lodgers. 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.

- B. The entire household is not allowed to be absent from the unit for more than ninety (90) consecutive days. If the entire household will be absent from the unit for more than thirty (30) consecutive days, Tenant shall notify CDA in writing.
- C. Tenant's guests are not allowed to reside in the premises for more than seven (7) consecutive days or a total of fourteen (14) cumulative calendar days during any 12 month period unless Tenant has received prior written permission from CDA. "Guest" means a person temporarily staying in the leased unit with consent of a household member. No one other than Tenant and Tenant's household members as identified in Section 1.B. can use the Tenant's mailing address. With prior written consent of CDA, foster children or a live-in aide for a member of the household may reside in the premises.
- D. To abide by necessary and reasonable regulations promulgated by CDA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and are hereby incorporated by reference in the lease, such as the House Rules.
- E. 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.
- F. To refrain from using the premises or any other CDA-owned property for unlawful or other activity which impairs the physical or social environment of the neighborhood.
- G. To assure that Tenant, any member of Tenant's household, and guests, do not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CDA's public housing property by CDA residents, guests, visitors, employees, or contractors.
 - (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the residences of persons in the immediate vicinity of the premises.
 - (3) Any drug-related criminal activity on or off the premises.
 - (4) Any drug-related civil-offense activity on or off the premises.
- H. To assure that other persons under Tenant's control do not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CDA's public housing property by CDA residents, guests, visitors, employees, or contractors.
 - (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the residences of persons in the immediate vicinity of the premises.
 - (3) Any drug-related criminal activity on the premises.
 - (4) Any drug-related civil-offense activity on the premises.
- I. To assure that no member of the household:
 - (1) Engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by CDA residents, guests, visitors, employees, or contractors.
 - (2) Engages in the illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents, guests, visitors, employees, or contractors.
 - (3) Furnishes to CDA false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
 - (4). Engages in or threatens violent or abusive behavior toward CDA residents, guests, visitors, personnel or contractors.

Abusive or violent behavior towards CDA residents, guests, visitors, personnel or contractors includes verbal as well as physical abuse or violence. Use of racial epithets,

or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats, physical gestures, or other conduct that communicates intent to abuse or commit violence, or which causes a reasonable person under the same circumstances to suffer emotional distress, or to fear bodily harm to himself or herself or a member of his or her family or household.

- J. To comply with requirements of applicable building codes, zoning codes, housing codes, health codes, fire codes, and HUD regulations affecting health, safety and property, and to comply with federal, state, and local laws that impose obligations in connection with the occupancy or use of premises.
- K. To comply with 24 CFR 960, subpart F, which requires that unless otherwise exempt, all residents 18 years of age or older shall contribute eight (8) hours per month of community service within the community in which that adult resides, or participate in an economic self-sufficiency program for eight (8) hours per month. Those exempt include anyone 62 years of age or older; employed; blind or disabled; and those enrolled in a qualified state welfare program or exempt from having to engage in a work activity under the state program.
- L. To comply with the non-standard lease provisions which are attached hereto and incorporated into this lease.
- M. Maintenance, Housekeeping and Damage. Tenant Agrees:
- (1) To maintain in safe and sanitary condition the dwelling unit and any other areas assigned to Tenant for Tenant's exclusive use; to dispose of all ashes, garbage, rubbish, recyclables and other waste from the premises in a sanitary and safe manner.
 - (2) To refrain from, and cause household members, guests and visitors to refrain from destroying, defacing, damaging or removing any part of the premises, or any other CDA-owned property and facilities.
 - (3) 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 is prohibited from adding or changing locks; replacing or removing CDA appliances; installing wallpaper, adhesive stickers, or contact paper; attaching awnings, antennas, satellite dishes, or aerials; and attaching or placing any signs or placards on the buildings, project areas or project grounds.
 - (4) To notify CDA as soon as is practical of any needed maintenance or repairs or need for extermination of insects, rodents or other pests within the leased premises or any unsafe conditions on the premises or grounds. Tenant shall notify CDA immediately if damage creates conditions that are hazardous to life, health or safety. Tenant failure to promptly report needed maintenance, repairs, or need for extermination, when such failure causes damage to CDA property, will be considered a serious violation of the lease. Such damage is beyond normal wear and tear and may result in charges to Tenant.
 - (5) To allow entry to exterminators and to properly prepare the premises for extermination treatment as required by CDA.
 - (6) 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 is prohibited from allowing nonresidents to use CDA-provided laundry or storage facilities.
- N. Charges and Fees. The charges listed below are due and payable fourteen (14) calendar days after the billing date. Tenant agrees to pay reasonable charges assessed against Tenant for:
- (1) Increased consumption of utilities due to Tenant-owned appliances.
 - (2) The cost of repair of damages (other than normal wear and tear) to the leased premises or any other CDA-owned property, (which may include dwelling unit, project buildings, facilities, or common areas) caused by Tenant, Tenant's household members, guests or other persons under the Tenant's control.
 - (3) Maintenance fees and re-inspection fees, including the cost of any maintenance tasks performed by CDA which Tenant agreed to provide but failed to perform.

- (4) The cost of pest extermination where infestation is caused by the action or inaction of Tenant or household members, and any costs due to improper preparation of the unit for extermination treatment or improper refusal of entry to exterminator.

8. ENTRY INTO DWELLING UNIT

- A. 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.
- B. The CDA representative may enter only during reasonable hours either 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. Tenant's requests for maintenance shall be considered permission for a CDA representative to enter without further notice and perform such maintenance.
- C. 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, 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 Admissions and Continued Occupancy Policy ("ACOP") available in the Management Office.

All adult members of the household must accompany the head of household to the annual reexamination interview. Failure by any adult household member to appear at such interview or failure to provide information or documents as required by CDA for reexamination is a serious violation of this lease and is grounds for CDA to terminate the lease.

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 and Continued Occupancy Policy. All changes, whether resulting in an increase or decrease in income or family composition, must be reported in writing to CDA within ten (10) business 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 a serious violation of this lease and is grounds for CDA to terminate the 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 9.D.(3). Tenant's misrepresentation or failure to report changes to CDA is grounds for CDA to terminate the lease, and may subject Tenant to penalties available under state or federal law, which may include imprisonment and/or fines.

D. Rent Changes

- (1) 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 12.
- (2) In the case of a rent decrease, the rent adjustment will become effective as of the first (1st) day of the month following receipt by CDA of Tenant's written notice of any change in household income or composition.

- (3) In the case of a rent increase, the rent adjustment will take effect the first (1st) day of the second (2nd) 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. TRANSFERS

- A. Tenant agrees that if CDA determines that the size of the dwelling unit is no longer appropriate to Tenant's needs based upon approved occupancy standards, CDA may assign the Tenant to another unit in accordance with CDA's Admission and Continued Occupancy Policy. Tenant shall move, at Tenant's own expense, into the unit assigned to them within thirty (30) calendar days after being notified of the assignment.
- B. When offering an accessible unit to a non-disabled tenant, CDA will require the tenant to agree to move to an available non-accessible unit within thirty (30) calendar days when either a current tenant or an applicant needs the features of the unit and there is another unit available for the non-disabled family. The tenant transferring out of the accessible unit shall pay all moving costs related to the transfer.
- C. If CDA determines that the dwelling unit will undergo rehabilitation, demolition, disposition, or revitalization CDA may require the Tenant to relocate. The relocation plan may or may not require transferring affected families to other available public housing units.
- D. Emergency transfers – VAWA

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, requesting an emergency transfer must expressly request the transfer by notifying the CDA's property management office and submitting a written request for a VAWA transfer to an identified location. The tenant's written request for an emergency VAWA transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the CDA's housing program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90 calendar-day period preceding the tenant's request for an emergency transfer.

The CDA will keep confidential any information that the tenant submits in requesting an emergency VAWA transfer, and information about the emergency transfer, unless the tenant gives the CDA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. The CDA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The CDA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The CDA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If the CDA has no safe and available units for which a tenant who needs an emergency is eligible, the CDA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the CDA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking (e.g. D.A.I.S.) Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

11. PHYSICAL INSPECTIONS

CDA will inspect each public housing unit at least annually to ensure that that Tenant is maintaining the unit in a safe and sanitary condition that meets CDA and HUD's housekeeping, housing and health and safety standards. Work orders will be submitted and completed to correct any deficiencies noted during an inspection. Residents are required to report needed repairs in a timely manner and may be subject to a \$50.00 maintenance fee if deficiencies are noted during an inspection. For units requiring re-inspection, residents will be responsible for paying a \$50 re-inspection fee.

Generally, housekeeping will be evaluated during the annual physical inspection. Special follow-up inspections may be scheduled by CDA to address deficiencies in housekeeping. CDA reserves the right to document any and all inspections by taking pictures of observed deficiencies. Failure to pass any inspection is a serious lease violation and is grounds for CDA to terminate the lease.

12. LEGAL NOTICES

Notices of eviction will be given to the tenant pursuant to the methods described in Wis.Stat. 704.21(1). Any other 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. The address of Tenant's Management Office is:

13. TERMINATION OF LEASE

- A. This lease may be terminated by Tenant at any time by giving sixty (60) calendar days written notice in the manner provided in Section 12. above. The termination will be effective on the last day of the second (2nd) full month following notice.
- B. CDA may terminate this lease for serious or repeated violations of terms of this lease, including but not limited to: failure to make payment due under this lease or to fulfill material tenant obligations outlined in Sections 7. through 11.; or for other good cause. Other good cause includes, but is not limited to, criminal activity or alcohol abuse in violation of Section 7., discovery after admission of facts that make Tenant ineligible, and discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income. CDA may terminate this lease at any time in accordance with 24 CFR 966.4(l) and state law.
- C. CDA may refuse to renew this lease if the household fails to comply with the community service requirements under 24 CFR 960, discussed in Section 7.K. of this lease.
- D. Pursuant to federal regulations governing Public Housing Authorities, 24 CFR 966.4(l)(5)(iii), CDA may evict Tenant by judicial action for criminal activity if CDA determines that the Tenant, household member, guest, or other person under Tenant's control, has engaged in criminal activity, regardless of whether such person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- E. 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.
- F. CDA shall immediately terminate tenancy if it determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- G. CDA may terminate 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. If the dwelling unit is damaged by fire or other casualty so as to be uninhabitable for any period, the lease shall automatically terminate and Tenant must either accept alternative accommodations and enter into a new lease or vacate the premise.
- I. CDA shall give not less than fourteen (14) calendar days written notice of termination of this lease.
- J. Notification of termination of Tenant's occupancy by CDA shall state the reasons for the termination, 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 whether or not Tenant has the right to request a grievance hearing in accordance with CDA's current approved Tenant Grievance Procedure.

14. GRIEVANCE PROCEDURE

The Tenant Grievance Procedure is hereby incorporated by reference and made part of this lease. A copy is available in the Management Office.

15. WAIVERS

This lease includes a statement of rights and remedies held by CDA. However, additional rights and remedies exist by law. This lease does not limit CDA’s recourse to those rights and remedies.

CDA does not give up its right to enforce this lease even if CDA does not take action to enforce the lease at every possible opportunity. If Tenant violates a condition of this lease at any time, CDA may take action as provided in this lease and under law.

16. RECEIPT OF DOCUMENTS

In signing this lease, Tenant acknowledges that Tenant has received copies of this lease, the House Rules, the Tenant Grievance Procedure, and the Non-Standard Rental Provisions attached hereto.

17. MODIFICATION OF THE LEASE

This lease, together with the Admissions and Continued Occupancy Policy, Tenant Grievance Procedure, House Rules, the No-smoking addendum, the Non-Standard Lease Provisions attached hereto, 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 regulations.

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

By: _____
Resident: _____ Date

By: _____
Name: _____ Date:
Title: CDA Housing Manager

By: _____
Resident: _____ Date

By: _____
Resident: _____ Date

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

NON-STANDARD RENTAL PROVISIONS FOR CDA RESIDENTS:

- _____ 1. **Security Deposits.** In addition to the standard security deposit deductions allowable under Wis. Stats § 704.28, CDA may deduct the following items if not paid at the end of your lease term: late fees, unpaid bounced-check/non-sufficient fund (NSF) fees, increased utility consumption fees, unpaid maintenance fees, balance of repayment agreements, and the full cost of replacing keys, locks and access cards if keys and access cards are not returned to CDA.
- _____ 2. **Repayment Agreement.** If CDA's enters into a rent repayment agreement with tenant, tenant is required to comply with the terms of that agreement. Tenant's refusal to enter a repayment agreement or the failure to comply with such an agreement is grounds for CDA to terminate the lease.
- _____ 3. **Parking.** Tenant is required to comply with CDA's parking policy. I have received a copy of CDA's parking policy.
- _____ 4. **Pets.** Tenant is required to comply with the relevant CDA pet policy.
- _____ 5. **Carbon Monoxide Detectors.** CDA is responsible for the installation and maintenance of carbon monoxide detectors as required by Wis. Stat. §. 101. 149. CDA has installed carbon monoxide detectors in locations mandated by law.
 - a. Tenant understands and agrees that Tenant may give CDA written notice that a carbon monoxide detector is not functional, or that it has been removed. Upon notification, CDA shall repair or replace the nonfunctional detector within 5 days after receipt of the notice.
 - b. CDA is not responsible for any damages resulting from: 1) a false alarm from the carbon monoxide detector, if it was reasonably maintained by CDA; or 2) The failure of a carbon monoxide detector to operate properly if that failure was the result of tampering with, or removal or destruction of, the carbon monoxide detector by a person other than the owner or the result of a faulty detector that was reasonably maintained by the CDA.
 - c. No person may remove batteries from, tamper with, remove, destroy, or disconnect an installed carbon monoxide detector.
- _____ 6. **Smoke Alarms.** CDA has installed smoke alarms in Tenant's unit. Tenant understands and agrees that:
 - a. The smoke alarm is not fire detecting equipment, but a warning system of potential danger activated by an atmosphere having smoke-like qualities. The Tenant shall not attempt readjustment of smoke detector; shall not in any way physically modify any part of the said system and shall not create a condition or situation which will prevent said system from properly functioning.
 - b. Tenant is responsible for notifying CDA immediately if a smoke alarm becomes inoperable or is removed. Notice shall be given in writing. Upon notification, CDA shall repair or replace a nonfunctional alarm within 5 days after receipt of the notice.
 - c. No person may remove batteries from, tamper with, remove, destroy, or disconnect an installed smoke alarm.
- _____ 7. **Outdoor Furniture and Storage.** In outdoor areas that are part of or adjacent to Tenant's premises, Tenant shall only place furniture designed for exterior use, one (1) grill, and up to one (1) bicycle for each resident. Gas and charcoal grills are prohibited on balconies. No furniture intended or designed for interior use or garbage or trash of any kind is allowed outside, unless contained in proper disposal receptacles. However, garbage or trash of any kind is prohibited on balconies, even if contained in a receptacle.
- _____ 8. **Alcohol.** Alcohol consumption in common areas of the building and exterior grounds of CDA property is strictly prohibited. Tenant, household members, guests and visitors may not consume alcoholic beverages in the common areas and exterior grounds of CDA property.
- _____ 9. **No-Smoking policy.** Smoking on or within any part of CDA property is strictly prohibited. Tenant, household members, guests and visitors shall not smoke on or within any portion of CDA property.
- _____ 10. **Visitors and Guests.** Tenant shall not give or lend any keys or access card assigned to the Tenant for Tenant's exclusive use to any other person without prior written consent of CDA. Tenant shall not permit unauthorized person(s) to enter into the building.
- _____ 11. **Waterbeds.** Tenant shall not set up any waterbed, except with written approval of CDA.
- _____ 12. **Maintenance request.** Tenant agrees that a request for maintenance gives permission for a CDA representative to enter tenant's unit to perform such maintenance during reasonable hours, without further notice.

_____ 13. **NOTICE OF DOMESTIC ABUSE PROTECTIONS**

- (1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
 - (a) A person who was not the tenant's invited guest.
 - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - 1. Sought an injunction barring the person from the premises.
 - 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.
- (4) A separate VAWA (Violence Against Women Act) lease addendum detailing tenant's rights and remedies pursuant to 24CFR part 5, subpart L is incorporated into this lease. Tenant acknowledges receipt of Notice of Occupancy rights under the Violence Against Women Act and Certification Forms.

_____ 14. **Disposition of personal property.** If a tenant vacates or is evicted from the premises and leaves behind personal property the CDA has the right to dispose of the remaining personal property without any further notice to the tenant. CDA is not required to hold or store personal property that has been left behind by the tenant, but may dispose of the property immediately once CDA is in possession of the apartment. CDA will hold prescription medical equipment or prescription medication for 7 days prior to disposal. By initialing this you agree that the CDA has the authority to dispose of any personal property left behind by you.

FAMILY UNITS ONLY:

Tenant Agrees:

- _____ 15. To replace furnace filters once each month during the heating season (filters provided by CDA) where applicable.
- _____ 16. To check water softener monthly and fill with softener salt as needed (salt provided by CDA) where applicable. (Does NOT apply to leases at the Triangle)
- _____ 17. To remove all snow from such areas of the sidewalk and/or driveway (if applies) assigned to the Tenant. The Tenant will remove snow within twenty-four (24) hours after snowfall.
- _____ 18. To maintain, trim, and water grass plots assigned to the Tenant to the satisfaction of CDA (Where applicable.)

I (we) have read and understand the above Nonstandard Rental Provisions of my (our) lease. By my (our) initials above, I (we) acknowledge that the Landlord has identified each of the above provisions with me (us).

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

By: _____
Resident: _____ Date

By: _____
Name: _____ Date:
Title: CDA Housing Manager

By: _____
Resident: _____ Date

By: _____
Resident: _____ Date

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

NO SMOKING POLICY-LEASE ADDENDUM

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

2. Effective date of the Policy. The No-Smoking Policy is effective January 1, 2018.

3. Definitions:

- **Smoking.** The term "smoking" means the use of any prohibited tobacco products or possession of any lit prohibited tobacco products. "Prohibited tobacco products" are defined as: Items that involve the ignition and burning of tobacco leaves, including but not limited to, cigarettes, cigars, pipes. "Smoking" also includes use of an electronic cigarette, water pipes, and hookahs.
- **Electronic Cigarette.** The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

4. No-Smoking Complex. Tenant agrees and acknowledges that the entire CDA property is a no-smoking area. The premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking living environment. Tenant, members of Tenant's household, and tenant's guests and visitors shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, or in any of the common areas or grounds of such building or other parts of the rental community or CDA grounds or premises.

5. Determining tenant violation of no smoking policy. Examples of violations include, but are not limited to:

- Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control.
- Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

6. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

7. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places on the grounds of the apartment complex.

8. Effect of Breach and Right to Terminate Lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps are as follows:

1. First violation: Tenant shall receive a verbal warning
2. Second violation: Tenant shall receive a written warning
3. Third violation: Tenant shall receive a written warning
4. Fourth Violation: Tenant shall be considered in default under the terms of the residential lease agreement

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking any

safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no-smoking policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking from identified individual(s). Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

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

By: _____
Resident: _____ Date

By: _____
Name: _____ Date:
Title: CDA Housing Manager

By: _____
Resident: _____ Date

By: _____
Resident: _____ Date

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

Dwelling Lease Addendum- VAWA

This Lease Addendum dated is made between Community Development Authority of the City of Madison (the “Landlord”) and _____ (the “Tenant”), represented by the family’s Head of Household, and is being incorporated in and made a part of the dwelling lease (the “Lease”), and it shall be renewed and shall expire under the terms and conditions of the Lease.

A. Purpose of the Addendum

This addendum is designed to include the requirements of U.S. Department of Housing and Urban Development’s final rules implementing the 2013 reauthorization of the Violence Against Women Act (VAWA).

B. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

C. Definitions

1. **Actual and Imminent Threat (24 CFR §5.2003):** A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
2. **Affiliated individual (24 CFR §5.2003):** The term affiliated individual means, with respect to a person: A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant or lawful occupant living in the household of that individual.
3. **Bifurcate (24 CFR §5.2003):** To divide a lease as a matter of law, subject to permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
4. **Covered Housing Provider (24 CFR §5.2003):** The individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing agencies, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.
5. **Dating Violence (24 CFR §5.2003):** The federal regulations defines “dating violence” as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - the length of the relationship;
 - the type of relationship; and
 - the frequency of interaction between persons involved in the relationship.
6. **Domestic Violence (24 CFR §5.2003):** The federal regulations defines “domestic violence” to include felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
7. **Sexual Assault (24 CFR §5.2003):** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
8. **Stalking (24 CFR §5.2003):** The term stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: Fear for the person’s individual safety or the safety of others; or Suffer substantial emotional distress.

D. VAWA Protections (24 CFR §5.2005):

The Violence Against Women Act (VAWA) provides specific protections against termination of the Lease for victims of domestic violence, dating violence, sexual assault or stalking. The VAWA:

1. Provides that the Landlord must provide the tenant with a “Notice of Occupancy Rights” (form HUD-5380) and a Domestic Violence, Dating Violence, Sexual assault or Stalking Certification form (HUD-5382) when the tenant is admitted to the housing program, annually recertified, and with any notification of eviction or termination of assistance.

These forms are incorporated by reference into the Lease, and Tenant acknowledges that they received a copy of those forms.

2. Provides that a tenant may not be evicted or have their program participation terminated on the basis or as a direct result of the fact that the tenant has been a victim of domestic violence, dating violence, sexual assault or stalking if the tenant otherwise qualifies for assistance, participation, or occupancy. Furthermore, an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the Lease of the victim.

3. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the Lease of a tenant if a member of the tenant’s household, a guest, or another person under the tenant’s control is the one engaging in the criminal activity and the tenant or affiliated individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault or stalking.

4. Provides the Landlord with the authority to terminate the Lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

E. Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence, or Stalking

The Landlord may require the tenant to document their claim of domestic violence, dating violence, sexual assault, or stalking. The Landlord will make such request in writing and provide 14 business days for the tenant to comply. The tenant may complete the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation* (form HUD-5382), that serves as a means of documenting the incident or incidents of domestic violence, dating violence, sexual assault, or stalking or provide alternate documentation.

F. Remedies for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

1. The Landlord allows victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident’s current unit to another unit.

2. The Landlord may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. The lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

3. If the lease is bifurcated, and the evicted tenant was the eligible tenant under the covered housing program, the Landlord will provide the remaining tenant(s) reasonable time to establish eligibility for housing assistance or to find alternative housing. A period of 90 calendar days will be granted from the date of bifurcation of the lease to establish:

- eligibility under the same covered housing program, or
- establish eligibility under another covered housing program, or
- find alternative housing.

The 90-calendar-day period will not be available to a remaining household member if the statutory requirements for the same program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations.

4. The Landlord will undertake permissible and feasible actions in an effort to promote housing stability for victims of domestic violence, dating violence, sexual assault, or stalking.

IN WITNESS THEREOF, the parties have executed this Lease Addendum this _____ day of _____, _____.

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

By: _____
Resident: _____ Date

By: _____
Name: _____ Date:
CDA Housing Manager

By: _____
Resident: _____ Date

By: _____
Resident: _____ Date