



ANN ARBOR HOUSING COMMISSION



ANN ARBOR HOUSING COMMISSION LEASE AGREEMENT FOR PUBLIC HOUSING

1. PARTIES AND DWELLING UNIT: The parties to this Lease are The Ann Arbor Housing Commission, referred to as Landlord, and, _____, referred to as the Resident. The Landlord leases to the Resident the premises located at:

_____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit and are known as the occupying family:

Name	Date of Birth	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require **the advance written approval of the Landlord**. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days of the change.

2. LEASE TERM: This Lease shall begin on _____ and continue through midnight on _____. Unless otherwise noted, this agreement shall continue from month-to-month thereafter until terminated either by the Ann Arbor Housing Commission or Resident as provided for in this document. Any other lease term shall require the signing of a new lease.

3. RENTAL PAYMENT: Resident shall pay monthly rent of \$_____; if this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____.

(Check one)

- This rent is based on the authority-determined flat rent for this unit OR
- This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any reexamination. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased substantially, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

Rent is due on the first day of each month at the Ann Arbor Housing Commission office

and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable.

If Resident fails to pay rent by the fifth day of the month, a notice to vacate will be issued to the Resident. A \$20 late charge will be assessed to cover the added costs of a rent payment received after the fifth day of the month. A check returned for non-sufficient funds or any other reason shall be considered non-payment of rent and in addition to the late charge, a returned check fee of \$25 will be charged. Late charges and returned check charges shall be additional rent.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a claimed hardship. A determination will be made by the Ann Arbor Housing Commission regarding a family's qualification for hardship exemption.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with all costs allowed by law. All such charges shall be additional rent.

4. SECURITY DEPOSIT: The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord is not required use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. Your security deposit is being held at:

**JPMorgan Chase Bank, N.A.
Commercial Banking
MI 1-8078
611 Woodward Avenue
Detroit, MI 48226-3408**

Within 30 days after the Resident has surrendered possession of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- A. Unpaid rent;
- B. Unpaid utilities;
- C. Repair of damages that exceed normal wear and tear as listed on the Move-In Inventory and Condition Form; and

The security deposit shall not be considered prepaid rent and shall not be applied by resident against the last month's rent.

You must notify your Landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties inherent to that failure.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. Any disagreements shall be determined in accordance with law.

5. OCCUPANCY: The Resident must live in the premises and shall use the premises as a private dwelling for the occupying family, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- A. Permit any persons other than those listed above and minor children, which are born into the household during this tenancy, to reside in the dwelling unit for more than thirty (30) days each year without obtaining the prior written approval of the Landlord;
- B. Sublet or assign the unit, or any part of the unit;
- C. Permit household members or guests to engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- D. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors; permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees and contractors; or
- E. Permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises or to abuse alcohol so as to disturb their neighbor's peaceful enjoyment.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family.

6. CONDITION OF DWELLING: By signing this Lease, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order except as noted by the tenant on the Move-In Inventory and Condition Form of which the tenant acknowledges receipt.

The landlord has provided the following appliances:

- Stove
- Refrigerator
- Other: _____

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. UTILITIES: The Ann Arbor Housing Commission shall provide water, sewer and trash service as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control. Where utilities are individually metered, the resident agrees to put utility service in the name of the head of household.

The Resident agrees to pay for the following utilities:

- Electricity;
- Gas;
- Telephone, Cable and miscellaneous other personal services.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

8. RENT REEXAMINATIONS: Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. Failure to provide COMPLETE AND ACCURATE income information in a timely manner IS CAUSE FOR TERMINATION OF THIS LEASE. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. A reexamination of family composition will be conducted annually. Residents who have chosen this option will be notified at the appropriate time for their reexamination. At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident's rent is based on the percentage of resident's household income, the Landlord will schedule special rent reviews every six months (180) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the reexamination process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. INTERIM RENT ADJUSTMENTS: Residents must promptly (within ten (10) days), report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Reexaminations:

- A. A member has been added to the family through birth, adoption, or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. All new or substantially increased family income; i.e., award of social security benefits or income from employment of a previously unemployed family member, promotions or job changes.

In addition, Residents paying rent based on a percentage of income may report the

following activities that occur between Annual Rent Reexaminations:

- A. Decrease in annual income;
- B. Childcare expenses, for children under the age of 13, that are necessary to enable a member of the household to be employed or to go to school;
- C. Handicapped assistance expenses which enable a family member to work;
- D. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- E. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. EFFECTIVE DATE OF RENT CHANGE: The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- A. Rent Decreases: The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.
- B. Rent Increases: The increase generally will be effective on the first of the month following 30 days notice to the family.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted.

11. RESIDENT OBLIGATION TO REPAY: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- Resident does not submit rent review information by the date specified in the Landlord's request; or
- Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. RESIDENT OBLIGATIONS:

The Resident Agrees To:

- A. Keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition.
- B. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.
- C. Not litter the grounds or common areas of the property.
- D. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property.
- E. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds.
- F. Give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities.
- G. Not park unregistered vehicles on the property or park any vehicle in an unauthorized location.
- H. Remove garbage and other waste from the dwelling unit in a clean and safe manner; and pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. *The Ann Arbor Housing Commission Tenant Charges list is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident may be charged the actual cost the Landlord incurred.*
- I. Comply with all public health and police regulations in connection with resident's use and occupancy of the premises.
- J. No other person shall occupy the premises without undergoing regular applicant screening and receive approval of the Ann Arbor Housing Commission.
- K. Not illegally use, possess, manufacture, or possess with intent to deliver any controlled substance on the premises and to prohibit all guests under tenant's control from same.
- L. Not physically assault or threaten to assault any person whatsoever on the rental premises or the landlord's property.
- M. Not engage in criminal activity on or off the premises.
- N. Not abuse alcohol so as to disrupt neighbor's peaceful enjoyment of the premises.
- O. Not harass, intimidate or in any other manner cause a disturbance that disrupts a neighbor's peaceful enjoyment of the premises.
- P. Act in a cooperative manner with neighbors, contractors and staff. To refrain from and cause household members or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, contractors and staff.
- Q. Permit the Ann Arbor Housing Commission entry into the rental unit with proper notice to make repairs, perform inspections or to conduct other housing related services.
- R. Not use subwoofers on AAHC property, grounds or in units.
- S. Give prompt **prior** notice of leaving the dwelling unit unoccupied for any period to exceed 14 calendar days.
- T. Transfer to an appropriate size dwelling unit, based on family composition, upon

notice that such a dwelling unit is available.

- U. Not commit any fraud in connection with any Federal housing assistance program and not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease.

The Landlord Agrees To:

- A. Maintain the premises and the property in decent, safe and sanitary condition.
- B. Comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.
- C. Make necessary repairs to the premises.
- D. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord.
- F. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident,
- G. Supply running water and reasonable amounts of hot water.
- H. Supply heat at appropriate times of the year according to local customs and usage.

To the extent permitted by law, Landlord's reasonable delay in providing services shall be excused when caused by events beyond the Landlord's reasonable control. When repairs are needed in the unit or common area, Resident is responsible for notifying landlord.

If the dwelling unit is rendered uninhabitable (i.e.. fire or casualty), regardless of cause:

- A. The Resident shall immediately notify the Landlord.
- B. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the Landlord's insurance deductible and reasonable cost of the repairs shall be charged to the Resident, and the Landlord may elect to terminate tenancy.
- C. The Landlord may offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- D. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. INSURANCE: The AAHC does not maintain insurance to cover your personal property or personal injury. The AAHC is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice snow, lightning, wind, earthquakes, hurricanes, explosion, theft, vandalism, interruption of utilities, negligence of other residents, guests, occupants, or invited/uninvited visitors. We urge you to get your own insurance to cover such losses.

14. RESTRICTION ON ALTERATIONS: The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- A. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit.

- B. Paint or install wallpaper or contact paper in the dwelling unit.
- C. Attach awnings or window guards in the dwelling unit.
- D. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds.
- E. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit.
- F. Install or alter carpeting, resurface floors or alter woodwork.
- G. Install washing machines, dryers, fans, heaters, or air conditioners in a dwelling unit.
- H. Place any aerials, antennas satellite dishes, or other electrical connections on the dwelling unit.
- I. Install additional or different locks or gates on any doors or windows of the dwelling unit.
- J. Install or use waterbed/furniture, fish tanks over 10 gallons, outdoor children's pools, trampolines, and/or fire pits.

15. ACCESS BY LANDLORD: The Landlord shall provide two (2) days written advance notice to the Resident of plans intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a written statement specifying the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HIS/HER AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, ANN ARBOR CITY HALL, 100 N. FIFTH AVE.

16. SIZE OF DWELLING: The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or disabled) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

17. LEASE TERMINATION BY LANDLORD: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, the terms of this Lease.

Grounds for termination of tenancy. The PHA may terminate the tenancy only for serious or repeated violation of material terms of the lease, such as the following:

- A. Failure to make payments under the lease, or repeated chronic late payment of rent (four times in a twelve month period). IF LANDLORD AND TENANT HAVE AGREED TO A WRITTEN RENT RE-PAYMENT AGREEMENT, A LATE PAYMENT IS DEFINED AS PAYING RENT AFTER ANY DUE DATE INCLUDED IN THE WRITTEN PAYMENT PLAN
- B. Failure to fulfill family obligation such as a failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Reexaminations, to attend scheduled reexamination interviews or to cooperate in the verification process;
- C. Furnishing false or misleading information during the application or review process.
- D. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- E. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord.
- F. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents.
- G. Failure to abide by applicable building and housing codes materially affecting health or safety.
- H. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- I. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- J. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- K. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas.
- L. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the authority.
- M. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises.
- N. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- O. Failure to allow inspection or extermination service of the dwelling unit.
- P. Determination that a family member has knowingly permitted an ineligible person not listed on the lease to permanently reside in their public housing unit.
- Q. Determination or discovery that a resident is a registered sex offender.
- R. Physical assault or threat of physical assault to any person whatsoever.
- S. Illegal use or possession of a fire arm or other weapon.
- T. Any other good cause.

18. NOTICE OF LEASE TERMINATION: If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- A. For failure to pay rent, fourteen (14) days.
- B. For creation or maintenance of a threat to health or safety, seven (7) days.
- C. For drug related activity a 24-hour notice to quit, provided a police report has been filed alleging the person has unlawfully manufactured, delivered, possessed with

- intent to deliver or possessed a controlled substance on the premises,
- D. For all other cases, thirty (30) days, unless State law permits a shorter period.

The notice to vacate required by state or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- A. Specify the date the Lease shall be terminated;
- B. State the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated; and
- C. Advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination (*for non-criminal based terminations only*), and/or to defend the action in court. Michigan is a due process state and as such provides the opportunity for a hearing in court. Therefore the PHA is not required to and will not provide grievances for any termination of tenancy or eviction that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - Any violent or drug-related criminal activity on or off the premises.
 - Any criminal activity that resulted in felony conviction of a household member

19. LEASE TERMINATION BY RESIDENT: The Resident shall give the Landlord 30-days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

20. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT: Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the resident moving from the unit.

21. PROPERTY ABANDONMENT: The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property. The Landlord can collect from the Resident all these costs.

22. DELIVERY OF NOTICES:

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit or sent to the Resident by the United States Postal Service, properly addressed and postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Ann Arbor Housing Commission, 727 Miller Avenue, Ann Arbor, MI 48103.

If the Resident is visually impaired, notices shall be in accessible format if requested.

23. GRIEVANCES: All individual grievances or appeals *shall be processed under the Grievance Policy*. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

The grievance procedure does *not* apply to a termination of tenancy or eviction that involves: (1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Landlord, (2) any violent or drug-related criminal activity on or off the premises; or (3) any activity resulting in a felony conviction of a household member.

24. HOUSE RULES: The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. House Rules are contained in the Resident Handbook and may be represented by policies, which are listed, as riders to the lease document. The Landlord may modify such rules from time to time with written notice to the Resident.

25. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial

status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

26. JOINT AND SEVERAL LIABILITY: If the premises are rented to more than one Resident, all Residents are jointly and severally responsible for the payment of rent and all covenants and terms of this lease.

27. MODIFICATION: This lease may be modified only by a written instrument signed by both parties; provided however, that the Landlord may make the following modifications without consent of Resident in the following manner:

Landlord may make such changes as may be required by federal, state, or local law or rule or regulation.

Landlord may adopt and make changes in house rules related to the Premises, which are required to protect the health, safety or peaceful enjoyment of residents of guests.

28. SEVERABILITY: If a clause of this Lease is found by a court to be invalid, such findings shall not invalidate or in any other way nullify any of the other clauses or provisions continued in this Lease.

29. WAIVER: Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Lease shall not be deemed a waiver of such breach, nor partial payment of rent be deemed a waiver of Landlord's rights to the full amount thereof.

30. APPLICATION FOR TENANCY: The representations and other provisions of the application for residency are made a part of this lease. The landlord relies on them.

31. RIGHTS AND DUTIES OF TENANTS HANDBOOK: Upon execution of this Lease, a Resident is entitled to receive a copy of the booklet provided by the City Clerk concerning the legal rights of tenants. By executing this Lease, the Resident acknowledges receipt of such a booklet.

Head of Household has received the Rights and Duties of Tenants Handbook:

Head of Household Initial/Signed: _____

AAHC Staff Initial/Signed: _____

32. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease (Head of Household initial below).

- | | |
|---|---|
| <input type="checkbox"/> Resident Handbook | <input type="checkbox"/> Rent Collection / Repayment Policy |
| <input type="checkbox"/> Grievance Policy | <input type="checkbox"/> Reasonable Accommodations Policy |
| <input type="checkbox"/> Pet Policy | <input type="checkbox"/> House Rules (Site: _____) |
| <input type="checkbox"/> Smoke Free Housing | <input type="checkbox"/> Asbestos Disclaimer |
| <input type="checkbox"/> VAWA | <input type="checkbox"/> Tenant Charges |
| <input type="checkbox"/> Parking Policy | |

All representations made by the tenant during application and reexamination are made a part of this leasing document, the Landlord relies on them in determining program eligibility, household composition and rent. Any misrepresentations by tenant will constitute a default of the lease agreement resulting in lease termination.

33. ENTIRE AGREEMENT: It is agreed that this Lease and any and all addenda executed between the parties constitutes the entire agreement between Landlord and Tenant and may not be altered, amended or changed in any manner unless in writing signed by both of the parties. Tenant further acknowledges and agrees that no verbal promises, representations or agreements have been made other than are contained in this Lease and the related documents described.

34. TERMINATION OF LEASE DUE TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING: A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

35. CONTACT IN EVENT OF DEATH OR EMERGENCY: Tenant authorizes Landlord to contact the following named authorized person in the event of Tenant's death or other emergency.

Name _____ Address _____
Phone _____ Email _____

36. RIGHT TO EARLY TERMINATION: If you have occupied your rental unit for more than thirteen months, you may terminate your lease by a sixty-day written notice to the Landlord if either of the following occurs: (1) You have become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provide the Landlord with written proof of that eligibility; or (2) You have become incapable during the lease term of living independently as certified by a physician in a notarized statement.

“Some things your landlord writes in the lease or says to you may not be correct representations of your rights.”

“Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or form your own union. Such duties may include the duty to pay rent and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.”

“Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.”

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

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date noted below, both parties acknowledge receipt of copy of same along with attachments and further state that they have read same and understand all of its provisions.

Signatures:

RESIDENT: 1) _____ Date _____
2) _____ Date _____
3) _____ Date _____

ANN ARBOR HOUSING COMMISSION:

By: _____ Date _____
PH Manager or Waitlist Specialist