

PUBLIC HOUSING DWELLING LEASE AGREEMENT
Michigan #55-1, #55-2, #55-4
CDBG Scattered Sites, Newburgh Village, Silver Village
LIVONIA HOUSING COMMISSION
LIVONIA, MICHIGAN

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.

Bedroom Size

I. DESCRIPTION OF THE PARTIES AND PREMISES: The Livonia Housing Commission, hereinafter called the Management, hereby agrees to lease to, _____ hereinafter called the Resident(s), and Resident(s) hereby agrees to lease from the Livonia Housing Commission in the dwelling unit described below, under the terms and conditions stated herein.

ADDRESS _____ for the **12-month** term beginning _____ and ending at midnight n/a unless terminated as provided herein, this lease shall be automatically renewed for successive terms of one month each, subject to adjustments as herein provided.

II. THE RESIDENT AGREES: That his/her family consists of the following members only:

Name	Relationship	Date of Birth	Social Security Number
_____	<u>Head of House</u>	_____	_____

his/her children and n/a, who is related to the Resident, as a _____ and has for some time been a permanent member of his/her family.

III. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

Payment in the amount of \$ _____ is due on _____ and Monthly rent of \$ _____ shall be due and payable on the **FIRST** of each month beginning _____. This rent will remain in effect unless adjusted in accordance with the provisions as stated in Section V hereof. **Rents not paid by the fifth (5th)** of each month will be subject to court authorized 14-day Notice to Quit and may be subject to court fees and charges. Rental payments and other charges not paid by the 14th of the month shall be subject to eviction through a complaint filed with the 16th District Court in Livonia. Management may elect to accept rental payments from a third party, including but not limited to State of Michigan Department of Human Services (DHS). The acceptance of such third party payments by the Management is neither a waiver of nor modification of the monthly amount of rent nor the Residents obligation to pay rent due and payable in advance on the FIRST of each month even if Management accepts such third party payments subsequent to the actual due date. Any monthly rent payments made after the 5th day of each month will be subject to a **\$25.00** late fee. A failure to pay the **\$25.00** late fee shall constitute just cause for the termination of the Lease Agreement.

IT IS MUTUALLY AGREED by and between the parties as follows:

A. SECURITY DEPOSIT: Resident agrees to pay a security deposit of **\$.00** (equal to one and one half month's rent) to be used by Management as permitted by State of Michigan statute at the termination of this lease toward reimbursement of the cost of repairing any intentional or negligent damage to the dwelling unit caused by the Resident, his/her family occupying the premises, dependents, or by person subject to invitation of the Resident; and any rent or other charges owed to the Management by the Resident.

The security deposit is to be made upon occupancy of the dwelling unit. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. **(All deposits are secured at Comerica Bank, Livonia, Michigan.)**

B. That this Lease may be automatically renewed as above provided upon payment and acceptance by the Management of another advance rental payment at which time this Lease shall be renewed for a **12-month** term. Provided, however, that the option to renew this Lease on the part of the Resident must be exercised within forty-eight (48) hours after the termination of this Lease or the Resident will be deemed a Resident holding over and subject to immediate eviction.

C. That this Lease, except as provided otherwise, may be renewed for as many successive terms as the parties may agree.

D. That the rent covered by this Lease and any renewals thereof are subject to the "Schedule of Rents and Income Limits," as established by the Livonia Housing Commission and approved by HUD.

E. The Livonia Housing Commission may recover possession of the premises by summary proceedings in the following cases:

a. When a person holds over premises, after failing or refusing to pay rent, excess utility fees, late fees, maintenance charges or other documented charges due under the Lease or agreement by which the person holds the premises within 14 days from the service of a written demand for possession for nonpayment of the rent due. For the purpose of this subdivision, rent due does not include any accelerated indebtedness by reason of a breach of the Lease under which the premises are held.

b. When a person holds over premises for 7 days following service of a written demand for possession for termination of the lease pursuant to a clause in the lease providing for termination because a resident, a member of the resident's household, or other person under the resident's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. This subdivision applies only if a formal police report has been filed by the landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance classified in schedule 1, 2, or 3 pursuant to sections 7211, 7212, 7213, 7214, 7215, and 7216 of Act No. 368 of the Public Acts of 1978, being sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the Michigan Compiled Laws.

IV. UTILITIES: Management agrees to furnish gas, water, electricity or other utilities to the Resident in accordance with the following schedule:

A. In the SENIOR HIGHRISE apartments, all utilities will be included in the rental in accordance with the procedure established in HUD Handbook 7465.1. **Exception:** Charges for excess utilities (window air conditioners) will be subject to Housing Commission policy. No other appliances that utilize electricity are permitted in the apartment. Telephones, Cable TV, satellite TV and other electronic services in individual apartments are the responsibility of the resident.

B. In SCATTERED SITE HOUSING, the Resident will contract and pay for and maintain all utilities to avoid damaging the unit. Resident agrees to if for any reason Resident is unable to maintain sufficient utilities (gas, electric, water/sewer), he/she shall immediately notify the Livonia Housing Commission. Resident will be charged for any damages resulting from his/her

failure to maintain sufficient utilities or to notify the Housing Commission, unless for any cause beyond his/her control.

- C. In the SILVER VILLAGE and NEWBURGH VILLAGE apartments, the Resident will contract for gas and electricity and maintain utilities to avoid damaging the unit. Resident agrees to if for any reason Resident is unable to maintain sufficient utilities (gas, electric), he/she shall immediately notify the Livonia Housing Commission. Resident will be charged for any damages resulting from his/her failure to maintain sufficient utilities or to notify the Housing Commission, unless for any cause beyond his/her control. Management will contract for and maintain water/sewer utility.

Resident will be given a utility allowance in accordance with the existing utility schedule included in the official regulations establishing admission policies. Residents are required to notify the Housing Commission when utility payments are thirty (30) days past due or utility disconnect is scheduled. However, the amounts in the schedule may be changed when an increase in utility rates warrant adjustment. Upon the failure of Resident to maintain and pay utility charges (including water/sewer) the Commission will notify the Resident by mail of any overdue utility charges and the Resident will have fourteen (14) days from the notice to pay the overdue amount. If the Resident fails to pay the utility charge within fourteen (14) days of receiving notice from the Commission the utility allowance rendered by the Commission, the resident is in violation of the lease and may be subject to eviction proceedings.

- V. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY: Once each year, as requested by Management, Resident agrees to furnish accurate information to Management as to family income, employment, and family composition for use by Management in determining whether the rent should be changed and whether the dwelling size is still appropriate for Resident's needs, in accordance with the approved Schedule of Rents and Statement of Income established by the Livonia Housing Commission, and available in the Central Office. Such information is to be furnished within ten (10) days of the date requested.

- A. Rent as fixed in Section III hereof, or adjusted pursuant to the above, will remain in effect for the period between regular rent re-determination unless during such period:

- 1) An interim review is prescheduled by Management at the time of admission, reexamination, or interim rent review.
- 2) Resident has a change in source of household income which would result in an increased rent.
- 3) Resident commences to receive public assistance, or his public assistance is terminated.
- 4) There is a change in family composition.
- 5) There is a change of Lessee.
- 6) It is found that Resident has misrepresented to Management the facts upon which the rent is based, so that the rent paid is less than the rent that should have been charged, and then the increase in rent will be made retroactive to date of misrepresentation. Resident must notify Management within ten (10) days of a change in public assistance, income or family composition.

In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "Notice of Rent Adjustment" to the Resident in accordance with Section IX hereof. In the

case of rent decreases, the adjustment will become effective the first of the following month. In case rent increases, the adjustment will have effect the first of the second following month unless the rent increases results from a finding of intentional misrepresentation under this Section.

- B. If Management determines that the size of the dwelling unit is no longer appropriate for Resident's needs, Management may amend this Lease by notice to Resident, in accordance with Section IX hereof, that Resident will be required to move to another appropriate Housing Commission unit giving Resident a reasonable time in which to move.
 - C. When the Management re-determines the amount of rent (Total Resident Payment or Resident Rent) payable by the Resident or determines that the Resident must transfer to another unit based on family composition, the Management shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the Management determination, and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under the Livonia Housing Commission's grievance procedure.
 - D. If, upon examination, the family is deemed too large or too small for any Housing Commission unit according to Occupancy Standards (Section 10), family shall be given thirty days-notice to move. Family will be required to transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by Commission that such a dwelling is available.
 - E. Promptly upon completion of any review of income or family composition, the Management will provide a written Addendum to the Lease, showing the adjusted rent, addition or deletion of family members, or other change from the original contract. The Addendum must be signed by both the Management and Resident and becomes a legal amendment to this Lease.
 - F. Residents of Public Housing are subject to the Community Service and Self-Sufficiency requirements pursuant to the Quality Housing and Work Responsibility Act of 1998. The statute requires all residents (18 years of age or older) of Public Housing to perform 8 hours of community service each month unless the resident is considered exempt pursuant to the statute. Residents that fail to satisfy the Community service requirement shall not have their lease renewed as their annual re-certification. (PIH Notice 2015-12)
 - G. Management shall make an annual determination as to compliance with the lease and notify residents of non-compliance and termination of the lease for repeat or multiple lease violations (three or more). At annual recertification the Livonia Housing Commission shall make a determination of renewal or non-renewal of the lease and in the event there has been repeated violations the lease may be terminated effective with a 30-day notice to vacate.
- VI. OCCUPANCY OF THE DWELLING UNIT: Resident agrees not to assign this Lease agreement, nor sublet, or transfer possession of the premises, nor give accommodation to boarders without the consent of Management. Resident further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling for Resident and his/her immediate family as authorized on the Lease, and if approved by Management in writing, foster children and/or live-in care of a member of the Resident's family. Resident herein agrees to abide by such necessary and reasonable rules and regulations as may be promulgated by Management for the benefit and well-being of the Residents and housing units and the efficient management of Commission-owned

housing units.

A. For the purpose of this section:

- (1) Guests or visitors shall mean a person or persons not a member of a Resident's immediate family authorized on the Lease, or legal dependent or ward who shall reside in the leased unit for a period not in excess of 14 consecutive days or 30 cumulative days within a 12 month period with prior written approval by the Management.

B. Management's obligations under the Lease shall include:

- (1) To maintain the apartment/home (excluding personal possessions) and the development in decent, safe, and sanitary condition meeting federal Housing Quality Standards and Uniform Physical Condition Standards.
- (2) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (3) To make necessary repairs to the dwelling unit;
- (4) To keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- (5) To 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 Management;
- (6) In Senior Citizen housing to provide and maintain appropriate receptacle and facilities for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the Resident, and
- (7) To supply running water and reasonable amount of hot water and reasonable amounts of heat at appropriate times of the year (according to local codes) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;
- (8) To notify the Resident the specific grounds for any proposed adverse action, by the Management, which includes but not limited to, a proposed lease termination, transfer of Resident to another unit, or imposition of charges for another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- (9) To consider lease bifurcation in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating violence, Sexual Assault or Staling), provided that, if a PHA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility.

C. Resident's obligations under the lease which are grounds for termination of tenancy shall include:

- (1) To pay all charges due under this Lease, as stated in Section III, promptly when due;

- (2) Not to assign the Lease or to sublease the premises;
 - (3) Not to provide accommodations for boarders or lodgers;
 - (4) To use the premises solely as a private dwelling for the Resident and the Resident's household as identified in Section 1 of the Lease; and not to use or permit its use for any other purpose;
 - (5) To abide by all reasonable rules and regulations promulgated by Management for the benefit and well-being of the housing development, the Residents, and the efficient management of Commission-owned housing units, which regulations shall be posted in the Management office and incorporated by reference in the Lease;
 - (6) To comply with all obligations imposed upon Residents by applicable provision of building and housing codes materially affecting health and safety;
 - (7) To keep the dwelling unit and other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition;
 - (8) To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner;
 - (9) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities including elevators;
 - (10) To refrain from, and to cause his/her household and guests or other persons to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or development.
 - (11) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by the Resident, his/her household guests or other persons;
 - (12) 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 the development in a decent, safe and sanitary condition;
- (13) To assure that the Resident, any member of the household, a guest, or another person under the Resident's control, shall not engage in:
- a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Livonia Housing Commission's Public Housing premises by other residents or employees of the Housing Commission or
 - b) Smoking of any cigarettes (including electronic cigarettes), cigars, pipes, clove and other tobacco products, as well as, "medical marijuana" is strictly prohibited.
 - c) Any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Livonia Housing Commission's Public Housing premises or
 - d) Alcohol abuse that the Livonia Housing Commission determines interferes with the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the Housing Commission. Residents and guests shall refrain from

consuming alcoholic beverages in public areas including community rooms, lobbies, outside patios and all areas used for recreation.

e) Any drug-related criminal activity on or off such premises: Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit.

For purposes of the above paragraph, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

f) Carts, buggies, and other similar wheeled devices owned by retail establishments shall not be brought onto Livonia Housing Commission properties including, but not limited to: parking lots, front, back, and side yards, common areas, laundry rooms, community rooms, elevators, apartments and single family homes.

- (14) To refrain from displaying any commercial sign or from hanging any article of any description on the exterior of the building.
- (15) To refrain from installing any *satellite television dishes*, outside television or radio antennas without permission in writing from Management and then only in compliance with regulations developed covering such installation.
- (16) To adhere to the Livonia Housing Commission Pet Policy and City of Livonia Ordinance requirements posted.
- (17) To report promptly to Management the presence of any roaches, infestation, or any vermin of any description in his/her unit.
- (18) To maintain any motor vehicle in compliance with all provisions of the Livonia Housing Commission's regulations, and to maintain such vehicle with current license, registration and in operable condition.
- (19) To store no combustible and/or flammable materials in the dwelling.
- (20) Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy.
- (21) To use only white or white-lined draperies, curtains or blinds in windows at scattered site family homes.
- (22) To confine storage of personal belongings to that area provided within the apartment as no other storage space is available.
- (23) To refrain from installing wallpaper on walls and refrain from using contact paper in cabinets or attaching accessories to cabinets or vanities. Residents shall also refrain from painting walls and wood surfaces unless authorized by the Housing Commission.

- (24) In Scattered Site Housing, residents are to refrain from utilizing a basement as a sleeping room unless prior written approval is obtained from the Housing Commission.
- (25) In Scattered Site Housing, residents are required to maintain outside ground area including grass cutting, snow removal and shrub trimming. Outside grounds shall also be free of debris, personal items including bikes, toys, car parts, building materials. Residents should utilize garage, storage shed or basement for storage of personal items.
- (26) Residents shall refrain from repairing motorized vehicles on Housing Commission property and comply with the Livonia Housing Commission Parking Policy. All motorized vehicles shall be licensed in accordance with State and Local laws.
- (27) Residents shall refrain from placing trampolines and swimming pools on Housing Commission property. Infant wading pools are permitted in rear yards that are fenced for security.
- (28) Residents shall refrain from tampering, disabling, and/or disengaging the smoke detectors and carbon monoxide detectors at any time. The resident agrees to inform the Livonia Housing Commission of any problems with the smoke detectors and/or carbon monoxide detectors, including failure of batteries or malfunction of any type.

VII. DAMAGE AND REPAIR: Resident shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Resident shall notify Housing Commission promptly of known need for repairs to his/her dwelling unit, and of known unsafe conditions in the common areas and grounds of the development which may lead to damage or injury. Except for normal wear and tear, Resident agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or development caused by Resident, his/her family, dependents, invited visitors or others. Such charges shall be billed to Resident and shall specify the items of damages involved, correctional action taken, and the cost thereof. The charges assessed shall be due and collectible after two weeks from the date of the notice of charges by the Housing Commission. Such costs may be added to rent charges and may be collected and due with rent or in court action with a judgment of delinquent rent. Housing Commission shall maintain the buildings and common areas and grounds of the development in a decent, safe and sanitary condition in conformity with the requirements of State and Local housing laws and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section.

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY: If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants and shall provide that:

- a. The Resident shall immediately notify the Housing Commission of the damage;
- b. The Housing Commission shall be responsible for repair of the unit within a reasonable time: Provided, that if the damage was caused by the Resident, Resident's household or guests, the reasonable cost of the repairs shall be charged to the Resident;
- c. The Housing Commission shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and

- d. Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (b) of this Section or alternative accommodations not provided in accordance with paragraph (c) of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, Resident's household or guests.

VIII. INSPECTIONS: (Move-in)

When the Resident moves in the Housing Commission shall make use of an Inventory Checklist, both at the commencement and termination of occupancy, which details the condition of the rental unit. The form used for the Termination Inventory Checklist shall be substantially the same as the Commencement Inventory Checklist as to content. (During Occupancy) Resident agrees that the duly authorized agent, employee, or representative of Management will be permitted to enter Resident's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs.

Entry may be made only during reasonable hours after advance notice in writing to Resident of the date, time and purpose of the entry, given at least forty-eight (48) hours prior to such entry. However, Management shall have the right to enter Resident's dwelling unit without prior notice to Resident if Management reasonably believes that an emergency exists which requires such entrance. Management must promptly notify Resident in writing of the date, time and purpose of such entry, and of the emergency which necessitated it. An emergency is defined as a hazard creating a clear and immediate danger to the safety of any development resident or employees of the Housing Commission and continuing physical injury to the premises or health hazard to Resident or neighbors. Routine service requests/work orders initiated by residents shall be authorization for Housing Commission personnel to enter apartment/home for maintenance purposes, scheduled Housing Commission modernization notices given within forty-eight (48) hours shall be authorization to enter apartment/home to perform modernization work.

Inspections (Move-Out)

At the termination of the occupancy, the Housing Commission shall complete a Termination/Move Out Inventory Checklist, listing all of the damages he/she claims were caused by Resident. The Resident or his/her representative shall have the right to be present at the time of the final inspection and shall be notified of the date and time of same. In case of damage to the rental unit, the Housing Commission shall mail to the Resident, within thirty (30) days after the termination of occupancy, an itemized list of damages including the estimated cost of repairs of each property damage and the amounts and basis of which the landlord intends to assess against the Resident. The Resident, upon receipt of the list of damages, shall respond by ordinary mail to the address provided by the Housing Commission, within seven (7) days, indicating in detail his/her agreement or disagreement to the damage charges listed. Within forty-five (45) days after termination of the occupancy, the Housing Commission may commence an action in a court of competent jurisdiction for money judgment for claimed damages.

ACT NO. 348, PUBLIC ACTS OF 1972, STATE OF MICHIGAN. YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE TO A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD WILL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

IX. LEGAL NOTICES: Any notice required hereunder will be sufficient

if delivered in writing to Resident personally or to an adult member of his/her family of suitable age and discretion residing in the dwelling unit or if sent by first class mail. Notice to Housing Commission must be in writing and delivered to the Housing Commission Office (19300 Purlingbrook, Livonia 48152), or sent to Housing Commission by first class mail, properly addressed, postage prepaid.

- X. ABANDONMENT OF PREMISES AND PERSONAL PROPERTY: If the Housing Commission has reasonable cause to believe that any dwelling unit has been vacated for a continuous period of not less than fifteen (15) days after rent is due and owing, and no notice is given to the Housing Commission that Resident intends to continue his/her occupancy, such dwelling unit shall be deemed abandoned and the Livonia Housing Commission may re-rent the dwelling. Livonia Housing Commission is presumed to have reasonable cause to believe that a dwelling unit has been abandoned when such abandonment is confirmed by the continuous observation by the Housing Manager and a statement by at least one (1) neighboring resident. Both statements shall be in writing and placed in the Resident's file. Livonia Housing Commission shall hold any personal property removed from the dwelling for a period of not less than thirty (30) days. If, while the Livonia Housing Commission is holding such personal property, the Resident or their authorized designee makes a claim for such property, the same shall be returned to the Resident or designee upon payment of any and all stored charges due. Upon expiration of the thirty (30) day period, the Livonia Housing Commission may sell the property in accordance with law in a commercially reasonable manner and apply the proceeds toward storage and cost of sale. Any balance shall be paid to the resident. In the event the Resident does not make claim to the property, such proceeds shall be disposed of according to law. If such property has no reasonable resale value, as determined by the Public Housing Division Director or Executive Director, the Livonia Housing Commission may dispose of same in any reasonable manner. Storage as referred to herein may expressly mean to maintain such property in the dwelling unit abandoned by the former Resident. In such instances the Livonia Housing Commission assumes no liability for damage, theft, vandalism, fire.
- A. This lease may be terminated by Resident at any time for any reason by giving thirty (30) days written notice in the manner specified in Section IX. Resident agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear expected, and to return the keys to Management when he/she vacates. It is expressly understood that until the keys are returned to Management the resident has possession of the unit and appropriate rent will be charged.
- B. Upon vacating a dwelling unit (death or eviction) the only individuals authorized to enter the unit are those specifically stated on the "Resident Authorization-Emergency Form", contained in the residents file, unless appropriate legal documents prepared after the date of the authorization dictates otherwise.
- C. This lease may be terminated by Management at any time by the giving of written notice to quit as set forth in Section IX, not less than seven (7) days in case of health or safety hazard, or criminal activity not less than fourteen (14) days in case of non-payment of rent, and not less than thirty (30) days prior to termination for reasons other than non-payment of rent. Such notice may only be given for just cause and shall specify the reason for the notice such as non-payment of rent or after three (3) court judgment actions for non-payment of rent within one year, or serious or repeated interference with the rights of other residents, serious or repeated damage to the dwelling unit, creation of physical hazards, or repeated material

disregard of the provision of Section VI of this lease.

- D. Either of the following types of criminal activity by the Resident, any member of the household, a guest, or another person under the Resident's control, shall be cause for termination of tenancy:
1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Livonia Housing Commission public housing premises by other residents.
 2. Any drug-related criminal activity on or off such premises.
 3. Alcohol abuse that the Livonia Housing Commission determines interferes with the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the Housing Commission.
 4. Any criminal activity that threatens the health/safety or welfare of Livonia Housing Commission employees.
- E. Notice by either party may be given on any day of the month. If Management should elect to terminate this lease, Resident must be offered in writing, a private conference with a duly authorized representative of Management to discuss the reason(s) for the eviction and to make such reply or explanation as he/she may wish. At the time of the conference, Resident must:
- (1) Be informed in writing of the specific reasons for the proposed eviction and the alleged facts upon which it is based;
 - (2) Be informed in writing of his/her right to request a hearing upon the proposed eviction in the manner provided in Section XIII of this lease; with the **exception** that the Livonia Housing Commission has the authority to evict a resident or terminate the lease if the resident creates or maintains a threat to the health or safety of other residents or Livonia Housing Commission employees and in such a determination by the Commission, the residents do not have the recourse to have the disputed matter heard by the Grievance Panel.
 - (3) Be given a written notice to terminate the tenancy in accordance with the provisions of this Section, if such notice has not been previously given.
- F. If the Resident has requested a hearing pursuant to the Grievance Procedure on the proposed eviction and the Hearing Panel upholds the Housing Commission's proposal to evict a court action to regain possession may not be commenced until after the Resident's right to use and/or occupy the premises has been terminated by the expiration of the notice period.
- G. If the Resident has not requested a hearing pursuant to the Grievance Procedure on the proposed eviction, a court action to retain possession may be commenced immediately after Resident's right to use and/or occupy the premises has been terminated by the expiration of the notice period provided for in an appropriate notice to quit. In such case, a notice to vacate as provided in Section XI below shall not be required.
- (1) If court action to regain possession is filed, the filling fee, service fee, and other related costs must

be paid in addition to the rent.

XI. NOTICE TO VACATE:

- A. If the Resident intends to vacate the dwelling unit, a thirty (30) days-Notice to Vacate must be given to the Management.
- B. If Resident vacates the dwelling unit without notice to the Management the Resident will be responsible for rent and any damages until such time the unit is taken into possession by the Management.
- C. Termination in the Event of Death
The resident agrees that the lease shall terminate thirty (30) days from the date of resident's death in the event such death occurs during the lease term and rent shall be due for this period. Upon such termination, it shall be lawful for the landlord to re-enter and take possession of the apartment. Such re-entry, however, shall not prejudice the right of the landlord to recover from the resident all rent due up to the time of re-entry.
- D. Upon mailing or personal service to Resident of the Hearing Panel's decision pursuant to Grievance Procedure upholding the proposed eviction, the Livonia Housing Commission shall give Resident a written notice which shall inform the Resident:
 - (1) If resident fails to quit the premises within three (3) days after receipt of said notice, appropriate legal action will be brought against resident;
 - (2) If suit is brought against resident, the resident may be required to pay any cost incurred as determined by the Court;
 - (3) If the resident chooses to contest the legal action, the Livonia Housing Commission or Development Management must prove that the reasons upon which it originally relied constituted just cause for eviction under the applicable State Law and/or rules and regulations of the Livonia Housing Commission as permissible by State Law.

No proceedings to regain possession may be commenced by the Livonia Housing Commission until expiration of the period provided in such notice to vacate, except as provided in Section XI above.

XII. WRIT OF RESTITUTION: In the event that judgment of restitution is entered in favor of the Livonia Housing Commission, action to regain possession may proceed as permissible by State Law.

XIII. GRIEVANCE PROCEDURE: Not all grievances, disputes or appeals are subject to a grievance hearing. Applicable grievance, disputes, or appeals of both Management and Resident arising under terms of this lease, including, but not limited to termination of this agreement shall be processed and resolved pursuant to the Grievance Procedure of Management in effect at the time said grievance or dispute arises, which procedure is adopted pursuant to the minimum requirements of the United States Department of Housing and Urban Development in all low-rent public housing developments, and is incorporated herein by reference.

XIV. CHANGES: This Lease and Grievance Procedure XIII above, together with any future Addenda, evidences the entire agreement between Management and Resident. No changes herein shall be made except in writing, signed and dated by both

parties. Any changes in grievance procedure and/or modification in the HUD Lease Requirements will be posted in a prominent place and delivered to the Resident for attachment to the lease. Such posted HUD Lease Requirements changes shall take effect thirty (30) days after posting.

XV. TRUTH IN RENTING ACT AND OTHER STATUTORY PROVISIONS: Landlord and the Resident specifically agree that this Lease shall not and is not intended to violate or waive any of the provisions of the Truth in Renting Act (MCL 554.631 to 554.641) or any of the statutes referred to herein relating to fitness and habitability, security deposit, civil rights of disabled persons, and consumer protection. If, however, any provision of this Lease does violate or waive any statute or law, then such provision shall be null and void but the other provisions of this Lease shall continue in full force and effect.

XVI. Violence Against Women and Justice Department Reauthorization Act Of 2013 (VAWA)

A. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

B. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), SIRHA has the authority:

1. To request certification and documentation when the actions of a Resident or other family member result in a determination by SIRHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against the family members or others [Violence Against Women's Act of 2013].
2. To terminate the tenancy of any tenant if the SIRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.
3. To bifurcate the lease, or to remove a household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, state, or other federal law to the contrary.

IN WITNESS WHEREOF, the parties have executed this lease agreement this _____ day of _____, 2020 at Livonia Housing Commission 19300 Purlingbrook, Livonia, MI 48152.

Head of Household _____ Date _____

Spouse/Other Adult _____ Date _____

By _____ Date _____

- Attachments:
- Grievance Procedures
 - Smoke Free Policy

Pet Policy

Schedule of Maintenance Charges