

**DWELLING LEASE**  
**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE** (Rev. 10/2023)

HOUSING DEVELOPMENT:  
ADDRESS:  
UNIT NO:

**CLIENT NO:**

**SECTION 1. PARTIES, PREMISES, AND TERMS**

~~A.~~ The HOUSING AUTHORITY OF THE CITY OF MILWAUKEE, (herein-after referred to as "HACM"), pursuant to the terms and conditions stated hereunder, ~~does hereby lease~~ leases to [name of resident] therein-after referred to as 'Resident', the dwelling unit described above, consisting of \_\_\_ bedroom(s) to be occupied by \_\_\_ person(s). (The names and date of birth and Social Security Numbers of all persons residing in the unit ~~shall~~ must be attached to this Lease at Section 12 and kept current.)

~~A.~~

~~B.~~ Lease Term: This Lease shall begin on \_\_\_\_\_. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this lease.

~~B.~~

~~B.~~ Resident has the right to exclusive use and occupancy of the leased premises, which includes accommodation of the Resident's authorized guests and visitors. ~~Accommodation of Resident's~~

~~C.~~

~~D.~~ foster children requires the housing manager's prior consent in writing to such accommodation.

~~D.~~ The tenancy of the Resident or another household member under this lease can be terminated for committing or threatening acts of domestic violence, dating violence, or stalking, without terminating the tenancies of other household members.

**SECTION 2. RENTAL, SECURITY DEPOSIT AND OTHER CHARGES**

~~A.~~ **Monthly Rent : \$ \_\_\_\_\_ Check One: Flat Rent ( ) Income-Based Rent ( )**

1. Tenant shall pay the Monthly Rent on the first day of each calendar month in advance. Monthly Rent is payable by check, money order or automatic bank withdrawal. If the first day of the month falls on a weekend or holiday, the Monthly Rent is due and payable on the first business day thereafter.

2. Monthly Rent shall be submitted in one of three methods:

(a) By MAIL—sent to "HACM" at P.O. BOX 324 Milwaukee, Wisconsin 53201-0324;

(b) By online payment (<http://myportal.hacm.org>);

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(c) By in-person drop off at the HACM drop box located at the Community Services building at 650 W. Reservoir Avenue, unless otherwise designated by HACM.

3. Resident agrees to pay a full month's rent and the full security deposit at the time of the signing of this Lease. Should the Resident's move-in date be a day other than the 1<sup>st</sup> of the month, a pro-rated credit equal to the proportion of days prior to Resident's move-in shall be applied to the following calendar month's rent.

A. 1. Monthly rental due, BY MAIL, on the first day of each calendar month in advance, payable by check or money order, sent to HACM at P.O. BOX 324 Milwaukee, Wisconsin 53201-0324, unless

otherwise designated by the HACM. \_\_\_\_\_ \$ \_\_\_\_\_

A late penalty will be charged for payments received after the fifth day of the month per Subsection 2.C.1 below:

2. Rental for initial period in advance \_\_\_\_\_ through \_\_\_\_\_ \$ \_\_\_\_\_

3. Resident agrees to pay a full month's rent and the full security deposit at the time of the signing of this Lease. The initial payment of rent, which is rental adjusted to the first day of the month, shall be payable on the first day of the following calendar month.

**B. Security Deposit** \_\_\_\_\_ \$ \_\_\_\_\_

**C. Other Fees & Charges (See also "Nonstandard Rental Provisions Addendum")**

1. Late Payment Penalty: A late payment fee in the amount of \$30.00 will be assessed for any missed monthly payments not received by the 5<sup>th</sup> of the month.

a. HACM shall provide written notice of the amount of any charge or surcharge (including late payment fees). Charges or surcharges, other than rental payments, are due and payable fourteen (14) days after billing. Failure to pay these charges by the due date constitutes a substantial violation of the Dwelling Lease and may be grounds for termination of the Lease.

2. Excess Utility Consumption for additional appliances, see the fee structure in the TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM:

a. Refrigerator - \$12.00/month (excluding units that pay utilities)

b. Freezer - \$12.00/month (excluding units that pay utilities)

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c. Air Conditioner - If Resident chooses to utilize an air conditioning unit, Resident may elect to pay excess utility consumption fees in the amount of (1) \$40.00 per month, per AC unit, in each of July, August, and September; or (2) The Resident may elect to spread these payments out by paying \$10.00 per month beginning in July of the year the air conditioner is installed. No matter the method of payment, Resident shall be responsible for air conditioning fees in the amount of \$120.00 annually.

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C. Other Charges

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1. Late Payment Penalty

\$ \_\_\_\_\_

2. Excess Utility Consumption for:

a. Additional Appliance(s): \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ \$6 refrigerator, \$9 freezer

b. Air conditioner— Residents shall pay an additional charge for each air conditioner in the premises for each month of occupancy as per the AIR CONDITIONER AGREEMENT (see fee structure in the TABLE OF STANDARD SALES AND SERVICE CHARGES, NON-STANDARD RENTAL PROVISIONS, IN THE RESIDENT HANDBOOK)

D. The above charges will be found in the TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM and may be subject to change.

Any changes, as adopted by HACM, are posted in the housing Management Office. (See TABLE OF STANDARD SALES AND SERVICE CHARGES, NON-STANDARD RENTAL PROVISIONS, IN THE RESIDENT HANDBOOK.)

**SECTION 3. UTILITIES**

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A. Utilities:

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1) The following properties include all utilities: Arlington Court, College Court, Lincoln Court, Locust Court, Mitchell Court, Riverview, and Hillside Terrace.

2) The following properties include all utilities, excluding gas and electric payable by the Resident directly to WE Energies: Parklawn, all Low-Income Scattered Sites.

The following chart describes how the cost of utilities related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities paid by the HACM and those paid by the Resident:

Resident Pays "X"	Type of Utility	Utility Included in Rent "X"
	Electric	
	Gas	
	Other (Specify)	

**B.** —Residents paying utilities directly per Section 3(A)(2) shall have the utility accounts and billings in their name. Resident shall pay the gas and electrical expenses, as billed, directly to the respective utility. Water and sewer will be paid by ~~the~~ HACM. Residents shall transfer the utilities into their name(s) no later than three business days after move-in.

**C.** Failure of the Resident to have the gas and electric accounts in Resident's name or to pay the aforementioned utilities monthly, when due, will be cause for eviction.

—Resident further agrees to furnish sufficient heat to the dwelling unit to prevent ~~freezing of pipe water, frozen pipes~~. If for any reason Resident is unable to maintain sufficient heat, Resident shall immediately notify ~~the~~ HACM. Resident agrees to pay for any damages caused by Resident's failure to maintain sufficient

**D.** heat or Resident's failure to immediately notify ~~the~~ HACM of Resident's inability to maintain sufficient heat. Resident agrees to reimburse HACM for any amount paid to supply sufficient heat. The 'base monthly rental' will be reduced by a monthly utility allowance for gas and electrical expenses.

**E.** ~~The monthly utility allowance for gas and electric for which the resident is entitled will be paid directly to the utility company by HACM.~~ The monthly utility allowance, as adopted by the HACM, is on file at the housing development or scattered site office and posted on the bulletin board for public viewing.

#### **SECTION 4. ~~REDETERMINATION-REEXAMINATION~~ OF RENT, DWELLING SIZE AND ELIGIBILITY**

**A.** Prior to the month in which the Resident's move-in anniversary occurs, Resident shall submit to HACM information and supporting documentation related to Resident's total family income, expenses, and changes to family composition. Resident will also choose a rent calculation method for the upcoming year at this time (income-based rent or flat rent). This election shall be done online via Myportal.hacm.org, unless a reasonable accommodation request to submit this information in an alternative format is made by the Resident and approved by HACM in accordance with its Reasonable Accommodations policy.

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1. This information is to be used by HACM to decide whether the Monthly Rent amount should be increased or decreased, whether the dwelling size is still appropriate for Resident's needs, and whether the Resident is still eligible for public housing. This determination shall be made in accordance with the provisions in the Admissions and Continued Occupancy Policy, which is incorporated herein by reference and made a part of this Lease.

2. Interim Reexaminations: Upon good and sufficient reason, HACM may request income information and family composition at any other time. Resident shall submit any change in income information and family composition when such changes occur. This information must be submitted within fifteen (15) business days from the occurrence of the change in income or family composition.

B. The Monthly Rent, as established in Section 2 of this Lease, or as adjusted pursuant to the annual review, will remain in effect for the period between annual reexaminations unless:

1. There has been a change in the family or household composition; or
2. The Resident household has a decrease in total household income or any other change in circumstances that justifies a reduction in rent, or would create a hardship situation qualifying the household for a hardship exemption, and resident has notified the housing manager in writing; or
3. The Resident household has an increase in total household income, in accordance with the provisions in the Admissions and Continued Occupancy Policy, which is incorporated herein by reference and made a part of this Lease.

Either change in income shall be reported to HACM within fifteen (15) business days and documentation shall be provided to HACM within fifteen (15) business days of receiving a request for the documentation from HACM.

A. Resident agrees to submit to the HACM a signed HACM Certification-Recertification of Tenant Eligibility statement prior to the month in which the anniversary date of move-in occurs, setting forth the facts as to all income of Resident and Resident's family and any other members of Resident's household;

electing a rent calculation method for the year, and listing the number, names and ages and Social Security Numbers of the members of Resident's family and any other person or persons occupying the dwelling unit and the relationship of the Resident to such other person or persons. This statement is to be used by the HACM to decide whether the rental rate should be increased or decreased, whether the dwelling size is still appropriate for Resident's needs, and whether the Resident is still eligible for low rent housing. This determination shall be made in accordance with the 'Statement of Income and Occupancy Limits' available in the housing manager's office and incorporated herein by reference and made a part of this Lease. If the Resident fails to comply with the above terms and conditions and the monthly rent is not at the flat rate, HACM, with thirty (30) days notice to Resident, shall increase the Resident's rent to the flat rent that has been determined by HACM for that unit. If the

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~~Resident fails to comply with the above terms and conditions and the monthly rent is at the flat rate, HACM, with thirty (30) days notice to Resident, shall increase the Resident's rent to the fair market rent as determined by HACM in its sole discretion. Upon good and sufficient reason, the HACM may request income information and family composition at any other time. Resident is required to submit any change in income information and family composition when such changes occur. This information must be submitted within ten (10) days from the occurrence of such change.~~

~~B. In the event the Resident fails or refuses to furnish HACM with such information as is requested under Paragraph A, after rent has been increased to fair market rent, or in the event the Resident furnishes false information to the HACM or conceals information as to family composition, public housing eligibility, or the income of Resident or Resident's family or the other members of Resident's household, this Lease may be terminated by the HACM. When a determination is made by the HACM as to the actual family income for past rental periods, the Resident agrees that Resident will be liable to pay any and all rent due based on the rental such Resident would have been charged had Resident furnished the HACM the requested information or had not given false information or had not concealed information.~~

~~C. The rent, as fixed in Section 2 of the Lease, or as adjusted pursuant to the annual review, will remain in effect for the period between regular rent reviews unless:~~

~~1. Resident and Resident's family and other members of Resident's household have a decrease in income or any other change in circumstances that justifies a reduction in rent, or would create a hardship situation qualifying the household for a minimum rent exemption, and resident has notified the housing manager in writing; or~~

~~2. Resident and Resident's family and other members of Resident's household have a monthly increase in income of \$85.00 or more. Either change in income shall be reported to the HACM within~~

~~ten (10) days and documentation presented to the HACM within thirty (30) days.~~

~~CD. In the event of any rent adjustment, the HACM will mail or deliver a 'Notice of Rent Adjustment' to Resident. Such a notice constitutes a notice of adverse action and shall inform the Resident of the specific grounds for the rental determination and that if Resident does not agree with the determination, Resident~~

~~shall have the right to request a hearing under HACM's grievance procedure concerning a proposed adverse action. (See <http://hacm.org/about-us/plans-policies-reports> ).~~

~~In the event of a rent decrease, the adjusted rent will take effect the first day of the month following the month in which the change was reported.~~

~~the following month provided Resident has submitted all of the required income documentation.~~

~~In the case of a rent increase,~~

~~the adjusted rent increase will be effective on will take effect the first day of the second calendar month following the date of the month of the increase in income, as long as the resident has been given a 30-day notice of rent adjustment prior to the effective date. For example, if the resident has an increase in income that occurs on February 1<sup>st</sup> or any other day in February, the increase in tenant rent will become effective on April 1<sup>st</sup>. unless the rent increase results from a finding of misrepresentation or concealment under this Section of the Lease.~~

D

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E. In the event the Resident fails or refuses to furnish HACM with such information as is requested under Sections 4(A) and 4(B), or in the event the resident provides false information to HACM or conceals information as to family composition, public housing eligibility, or the income of Resident or Resident's family or the other members of the Resident's household, this Lease may be terminated by HACM.

E. When HACM determines that the Resident has failed to timely or truthfully provide related documentation, and that failure results in an increase in rent due for a past term, Resident shall pay any and all rent due based on the rent that the Resident would have been charged had Resident timely, properly, or truthfully provided HACM with the documentation. This charge (sometimes referred to as a retroactive charge) shall be due and payable immediately upon HACM identifying the increased amount due.

Resident agrees that if ~~the~~ HACM ~~determines~~ ~~sees~~ that the size of the dwelling unit is no longer appropriate to Resident's needs based upon approved occupancy standards, ~~the~~ HACM may ~~assign-transfer~~ the Resident to another unit in accordance with HACM's Admissions and Continued Occupancy Policy, and Resident agrees to move at Resident's own expense into the unit assigned within thirty (30) days after being notified of the transferassignment. However, Resident shall also be notified that Resident may ask for an explanation stating the specific grounds

F. for such occupancy determination and that if Resident does not agree with the determination, Resident shall have the right to request a hearing under HACM's grievance procedure.

## SECTION 5. RESIDENT OBLIGATIONS

### Resident agrees:

A. 1. To use the dwelling unit solely as a private dwelling for the Resident and the Resident's household, as identified in Section 1 of this Lease, and not to provide accommodations for boarders or lodgers, or anyone not on the lease, or permit its use for any other purpose including the storage of belongings for others. This provision does not exclude reasonable accommodation of Resident's guests or visitors provided that:

a. ~~\_\_\_\_\_ a.~~ If it is anticipated that a guest or visitor will be residing with the Resident for longer than ~~72 hours~~ 3 days, the Resident must notify the development's manager; or

b. ~~\_\_\_\_\_ b.~~ If it is anticipated that the guest or visitor will be residing with the Resident for more than 14 consecutive days, the Resident must obtain prior written consent of the housing manager. Furthermore, no guest or visitor may reside in the dwelling unit in excess of ~~twenty-eight~~ thirty (30) ~~28~~ cumulative calendar days per year. 'Guest' is defined as a person in the leased unit with the consent of a household member.

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~~2.~~ ~~2.~~ With the prior written consent of HACM, a foster child or a live-in aide may reside with Resident.

~~3.~~ ~~3.~~ With the prior written consent of HACM, members of the household may engage in legal profit-making activities in the dwelling unit when the HACM determines that such activities are incidental to the primary use of the leased unit for residence by members of the household.

4. To keep resident phone numbers updated at all times.

~~B.~~ ~~B.~~ Not to assign this Lease, or to sublet or transfer possession of the dwelling or any portion thereof.

~~C.~~ ~~C.~~ To abide by all necessary and reasonable rules and regulations promulgated by HACM's Board of Commissioners, which shall either be posted on the bulletin board in the development Management office or contained in the "Public Housing Resident Handbook", RESIDENT HANDBOOK, and are incorporated herein by reference, as well as all rules, regulations, laws and ordinances promulgated by HUD, the State of Wisconsin, or the City of Milwaukee for the benefit and well-being of the housing development or scattered site. ~~(Any changes to the RESIDENT HANDBOOK "Public Housing Resident Handbook" will be posted in the Management office and HACM will mail or provide a copy of the notice to the Resident included in the monthly rent statement to the Resident.)~~

~~D.~~ ~~D.~~ To keep the premises and such other areas as may be assigned to Resident, for Resident's exclusive use, in a clean and safe condition.

~~E.~~ To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner. The TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM includes a charge of \$75.00 for failure to dispose of garbage properly or to clean a hallway or basement.

~~E.~~

~~F.~~ ~~F.~~ To allow pest extermination and cooperate with the HACM in preparing the unit for extermination.

~~G.~~ ~~G.~~ To comply with all obligations imposed upon Resident by applicable building and housing codes.

~~H.~~ ~~H.~~ To use all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, in the manner in which they were intended to be used.

~~I.~~ ~~I.~~ To notify the HACM promptly of the need for any repairs to the dwelling unit, or the electric, plumbing, sanitary, heating, ventilating, or other systems or appliances supplied by the HACM.

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J. ~~Not to make any repairs or alterations without the prior written consent of the HACM, not to use tacks, nails, screws, or other fasteners in any part of the dwelling unit except in a manner prescribed by the HACM, not to place any decals or other adhesive-backed material on walls, cabinets, refrigerators, ranges, plumbing fixtures or other equipment owned by the HACM and not to permanently affix carpeting to floors.~~

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~~K. K. To refrain from and to cause Resident's household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling or housing development or scattered site.~~

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~~L. L. To pay all reasonable charges, other than for normal wear and tear, for the repair of damages to the dwelling unit, housing development building, facilities, appliances, common areas, or grounds caused by the Resident, Resident's household members or guests. Such charges shall be billed to the Resident and shall specify the damaged item, repairs made, and the cost thereof. Such charges shall not be due and collectible until ~~two (2) weeks~~ fourteen (14) days after HACM gives Resident written notice of the charges billing. Such notice constitutes a "Notice of Adverse Action" and will further inform Resident that if Resident does not agree with the written notice of charges, the Resident shall have the right to request a hearing under HACM's grievance procedure.~~

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~~M. M. To remove all snow and ice from such areas of the sidewalk as is assigned to Resident by the HACM; and to maintain, trim and water grass plots assigned to the satisfaction of the HACM. The Resident will remove snow within twenty-four (24) hours after snowfall, except Residents who are unable to perform such tasks because of age or disability may request an exemption in writing. The TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM includes a charge of \$75.00 per hour for snow removal or for yard maintenance.~~

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~~N. To comply with HACM's Pet Policy included in the Admissions and Continued Occupancy Policy. The Resident will not keep or permit any household member or guest to keep any pet or other animal on the premises, including visiting animals, with the following exceptions:~~

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~~1. If the Resident has requested and received approval from the Management Office for a reasonable accommodation to have an assistance animal as described in HACM's Assistance Animal Policy.~~

~~2. If the Resident has requested and been approved for a pet under the requirements contained in the Admissions and Continued Occupancy Policy. Under the Policy, Pets are only allowed in our high-rise public housing developments, or in scattered sites single-family homes. Pets are not allowed in other general occupancy developments such as Hillside Terrace or Parklawn.~~

3. The Resident may own a maximum of two pets, only one of which may be a dog. Pets are limited to common household pets, defined as dog, cat, bird, rodent (including a hamster, gerbil, or rabbit), turtle, or fish.

4. The TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM includes the following items that a Resident with a Pet is responsible for paying:

a. In general occupancy highrise public housing developments and in scattered sites single-family homes, the Resident shall pay a Pet Deposit of \$50.00 for the household. HACM will refund the pet deposit to the resident, less the cost of any damages by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit. This deposit does not apply to assistance animals that have been approved by HACM.

~~Not to keep or permit any household member or guest to keep any dog, cat, rabbit, guinea pig, or any other animal on the premises.~~

~~Exceptions:~~

~~1. Residents of Elderly Developments and single family Scattered Sites who must adhere to the Pet Policy on file at the housing manager's office and incorporated herein.~~

~~2. Handicapped or disabled Residents with a documented need for assistance animals.~~

O. To secure a parking permit for all vehicles parked in the housing development or scattered site parking lots. The TABLE OF STANDARD SALES AND SERVICE CHARGES (in the Public Housing Resident Handbook) and the NON-STANDARD RENTAL PROVISIONS ADDENDUM states that improperly parked and unauthorized vehicles will be towed at the Resident's expense.

~~Improperly parked and unauthorized vehicles will be towed at the Resident's expense.~~

P. To act and cause household members or guests to act in a manner which shall not disturb other Residents' and/or neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development and/or neighborhood in a decent, safe, and sanitary condition.

Q. To assure that the Resident, any member of the household, guest or another person under Resident's control shall not engage in:

1. ~~1.~~ Any activity that threatens the health, safety or right to peaceful enjoyment of the premises, property or neighborhood by other residents, neighbors, or employees of the HACM; or

2. ~~2.~~ Any drug-related or violent criminal activity, on or off the public housing development's property. Such activity shall be cause for termination of tenancy. 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; or

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~~3.~~ 3. Any illegal use of a controlled substance, or abuse of alcohol or use of a controlled substance in a way that interferes with the health, safety or right to peaceful enjoyment of the premises, property or neighborhood by other residents, neighbors or employees of ~~the~~ HACM.

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4. No provision in this Rental Agreement authorizes Landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

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R. To refrain from the consumption of any beverage in the common areas of the development, outside the common entrances, or any other area designated by HACM.

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S. To escort visitors at all times unless a written exception has been granted.

T. To refrain from giving or lending any access card or key assigned to resident for Resident's exclusive use to any other person.

U. To refrain from permitting unauthorized person(s) entrance to the building.

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V. R. 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 for eight (8) hours in an economic self-sufficiency program. Exempt are 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.

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W. S. ~~Residents in Elderly Developments will~~ To comply with ~~all of the~~ rules and regulations ~~included in the "Public Housing Resident Handbook"~~ posted in their housing manager's office and incorporated herein by ~~reference. ference with regard to the following:~~

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~~1. Abiding by the Pet Policy;~~

~~2. Refraining from the consumption of any beverage in the common areas of the development, outside the entrances or any other area designated by the HACM;~~

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~~3. Escorting visitors at all times unless a written exception has been granted;~~

~~4. Refraining from giving or lending any access card assigned to Resident for Resident's exclusive use to any other person;~~

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~~5. Refraining from permitting unauthorized person(s) entrance to the building. These provisions shall not exclude reasonable accommodation for Residents needing assistance, with the prior written consent of the HACM.~~

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## **SECTION 6. HACM OBLIGATIONS**

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**HACM agrees:**

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A. A. To maintain the premises and development in a decent, safe and sanitary condition.

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~~B. B.~~ To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.

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~~C. C.~~ To maintain in good and safe working order and condition electric, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied by ~~the~~ HACM.

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~~D. D.~~ To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Resident in accordance with Section 5~~(E)~~~~E.~~ of the Lease.

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~~E. E.~~ To make necessary repairs to the dwelling unit; however, 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.

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~~F. F.~~ To offer standard alternative accommodations, if available in circumstances where necessary repairs cannot be made within a reasonable time, or, the Resident's rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made. 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 Resident's guests.

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~~G. G.~~ Upon written request, to make reasonable accommodation for handicapped or disabled Residents. Such requests by the Resident may be made at any time during residency.

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~~H. H.~~ To notify the Resident of the specific grounds for any proposed adverse action by ~~the~~ HACM.

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~~I. I.~~ To abide by the rules and procedures adopted by its Board of Commissioners.

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J. To endeavor to provide at least one (1) written warning prior to a proposed termination of tenancy, except for non-payment of rent and in the case of a violation of Section 5(5-Q-Q) or a termination per Section 9(C)(2)9-C-2. Such warning shall not constitute an adverse action grievable by the Resident nor shall a failure by the resident to respond constitute an admission of breach. Failure to provide such written warning shall not prevent HACM from commencing an eviction action.

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## **SECTION 7. INSPECTIONS**

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A. Before the Resident moves into the dwelling, the housing manager and Resident and/or Resident's representative shall inspect the dwelling unit jointly and a written checklist shall be made regarding the condition of the dwelling unit and the equipment in it. This checklist will be signed by the Resident or Resident's representative and the housing manager, and a copy will be retained in the Resident's file.

B. Resident agrees that the duly authorized Agent, employee, or a representative of ~~the~~-HACM will be permitted to enter the Resident's dwelling unit for the purpose of examining the condition of the unit or for making improvements or repairs, or to show the premises for re-leasing. Except in the case of a Resident-requested issued work order, such entry may be made only during reasonable hours, after notice in writing to the resident at least two (2) days prior to the entry, informing the Resident of the date, time and purpose of the inspection, provided, however, that an authorized Agent, or employee or representative of ~~the~~-HACM shall have the right to enter Resident's dwelling unit without prior notice to the Resident if ~~the~~-HACM reasonably believes that an emergency exists which requires immediate entry. The Agent, employee or representative will leave on the premises in writing the date, time and purpose of such entrance, and the nature of the emergency which necessitated it, prior to leaving the premises.

C. If Resident requests. ~~When~~ Resident vacates the unit, the housing manager and Resident or Resident's representative will inspect the dwelling unit jointly and a written checklist shall be made regarding the condition of the unit. ~~The~~-HACM will give the Resident a written statement of the charges, if any, for which the Resident is responsible. ~~A u~~Unit shall only be ~~is~~ considered vacated when the keys are turned in to the housing management office and the moveout procedure is completed.

## **SECTION 8. NOTICES**

~~A.~~ A. Any notice required by the provisions of this Lease is sufficient if delivered in writing to the Resident personally, or to an adult member of the Resident's household residing in the dwelling unit or, if sent by mail, it shall be prepaid, first class mail, and properly addressed to Resident.

~~B.~~ B. Notice to ~~the~~-HACM must be in writing, and either delivered to a HACM employee at the housing manager's office at the development or scattered sites office within which the Resident resides or sent to the housing manager by prepaid, first class mail, and properly addressed.

~~C.~~ C. Notice may be given on any day of the month, ~~and any notice period shall include Saturdays, Sundays and holidays.~~

## **SECTION 9. TERMINATION**

~~A.~~ A. This Lease may be terminated by the Resident at any time by giving thirty (30) days written notice. Resident agrees to leave the dwelling unit clean and in good condition, reasonable wear and tear excepted, and return the keys and all access cards. The Resident is responsible for the monthly rent until the keys/  
access cards are turned in to the manager.

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~~B. B.~~ The HACM agrees that it shall not terminate or refuse to renew the Lease other than for serious or repeated violations of material terms of the Lease (such as failure to make payments due under the Lease or to fulfill the Resident Obligations set forth herein, including the community service requirement in Section see-5(VR)) or for other good cause.

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~~C. C.~~ The HACM may evict the resident only by bringing a court action. The HACM termination notice shall be given in accordance with a lease for one year per Section 704.17(2) of the Wisconsin Statutes, except ~~the~~ HACM shall give written notice of termination of the Lease as of:

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—1. Fourteen (14) days in the case of failure to pay rent;

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-2. A reasonable time commensurate with the exigencies of the situation (not to exceed 30 days) in the case of criminal activity which constitutes a threat to other Residents or employees of ~~the~~ HACM or any drug-related criminal activity on or off the development grounds;

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~~3. —3.~~ Thirty (30) days in all other cases;

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—4. A notice to vacate pursuant to state law may run concurrently with a notice of lease termination.

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D. Notification of termination of Resident's occupancy by HACM shall state:

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~~1. —1.~~ The specific grounds for termination;

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—2. That, if appropriate, the Resident may make such reply as the Resident may wish;

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-3. That the Resident may examine HACM documents directly relevant to the lease termination and may copy said documents at the Resident's expense;

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~~4. 4.~~ That the Resident has a right to request a hearing in accordance with ~~the~~ HACM's Grievance Procedures, except;

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~~5. 5.~~ That a Notice given under Section 9(C)(2) ~~C.2.~~ shall state that the circumstances have been considered by HACM and that the Resident is not entitled to a Grievance Hearing and the HUD has determined the State judicial eviction procedure contains the basic elements of due process requirements and provides the opportunity for a hearing in court.

6. That rent continues to be due and payable during the duration of any legal action or grievance proceeding. Acceptance of rent does not waive any breach of this lease or notice terminating tenancy.

~~E. E~~—Notification to the Post Office shall be given when ~~the~~ HACM evicts a Resident from the dwelling unit for engaging in criminal activity including drug-related criminal activity.

~~F. F~~ Abandoned Property: In accordance with Wis. Stat. § 704.05(5), upon a resident vacating or being evicted, HACM will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted, except for prescription medication or durable medical equipment in accordance with state statute. HACM may assess the Resident the actual costs of removal and/or storage of remaining property.

~~— If the Resident vacates the dwelling unit, or is absent from the premises for a period of fourteen (14) consecutive days without prior written notice to or without consent of the HACM, and otherwise evinces an intent to abandon, the HACM may deem the premises abandoned. If the Resident shall leave any property on said premises after vacation or abandonment, Resident shall be deemed to have abandoned the property and the HACM may enter into and dispose of such property if HACM, in its sole discretion, determines the value of such property is less than \$100.00. If the value is more than \$100.00, HACM may hold such property for thirty (30) days after the termination of the Lease. The HACM may then dispose of the property as necessary. In either case, the HACM may assess the Resident the cost of the removal and/or storage.~~

~~G. G~~—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 Resident must either accept alternative accommodations and enter into a new lease or vacate the premises.

~~H. H~~—Treatment of Victims of Domestic Violence:

~~1. 1~~—Incidents of actual or threatened domestic violence, dating violence, or stalking, as defined in the “Admissions and Continued Occupancy Policy”ACOP, and criminal activity directly related to such violence, will not be construed as being serious or repeated lease violations committed by the victim of that violence, ~~and the victim will not be subjected to a more demanding standard than other residents in making the determination whether to evict.~~

~~2. 2~~—Nothing in this section limits HACM’s authority to evict any resident and bar any person who poses an actual and imminent threat to other residents, neighbors, service providers, or HACM employees, if not evicted or barred.

3. HACM may require, ~~by written request, documentation or certification of any household member claiming the protections in subsection Section 9(H)(1)H(1). Such documentation, or certification~~ Certification of violence, if requested by your manager,

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~~must be in writing and signed by the Resident, shall be on forms provided by HACM and signed and attested to by the victim.~~

## **SECTION 10. GRIEVANCES**

~~Grievances or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of the HACM which is in effect at the time such grievance or appeal arises and which procedure is available in the housing manager's office and incorporated herein by reference. Residents shall be informed of proposed adverse actions by the HACM and no action shall be taken by the HACM until the time for the Resident to request a Grievance Hearing has expired, or the written decision relative to the Grievance Hearing has been rendered. (This provision is only applicable to situations whereby the HACM is required to afford Residents the opportunity for a hearing.)~~

A. This provision is only applicable to situations whereby HACM is required to afford Residents the opportunity for hearing. See also Section 9(D)(4) and Section 9(D)(5).

B. Selection of the Public Housing Review Board (also known as the Grievance Hearing Panel) shall be made in accordance with Article III of HACM's Resident Grievance Procedures.

1. The Public Housing Review Board shall consist of an attorney who does not have any personal interest and who shall serve as chair-person of the Board, in addition to two public housing residents selected from a pool of residents who have volunteered to serve on the board.

2. In disputes not involving the termination of tenancy, HACM may eliminate the attorney member of the Public Housing Review Board, and another staff member shall act as Chairperson.

A full copy of the Grievance Procedures can be found at <http://hacm.org/about-us/plans-policies-reports>.

## **SECTION 11. GENERAL PROVISIONS**

~~A. A.~~ This Lease and any future adjustments of rent and/or household members in Section 12, made in accordance with the provisions of this Lease, and the items incorporated herein by reference, evidence the entire agreement between the HACM and Resident.

~~B. B.~~ Modifications to the Lease must be made by a written Addendum to the Lease or by written stipulation, executed by both parties, provided, however, that all items incorporated herein by reference may be modified by the HACM so long as the HACM complies with the regulations of HUD that govern such modifications.

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~~C. C.~~ Affected Residents shall be given at least thirty (30) days written notice of such modifications and the reason therefore, to provide Resident with an opportunity to present written comments which shall be taken into consideration by the HACM prior to the proposed modification becoming effective. A copy of such notice will be posted on a designated bulletin board in the housing manager's office or delivered per Section 8 above.

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~~D. D.~~ The rights and remedies of ~~the~~ HACM under this Lease shall not be exclusive of any other right or remedy provided by this Lease, or allowed by law, and the waiver by ~~the~~ HACM of any breach or covenant of this Lease shall be limited to such particular instance and shall not operate or be deemed to be a waiver of any breach of the same or any other covenant on the same or any other occasions.

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E. HACM intends and believes that each Provision in this Lease comports with all applicable local, state and federal laws and judicial decisions. However, if any of the provisions of this Lease shall to any extent be found by a court of law to be invalid or unenforceable, the remaining provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

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#### ~~F. SMOKE AND CARBON MONOXIDE DETECTORS~~

~~F. Smoke Detectors:~~ The Resident understands and agrees that:

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~~1. 1.~~ The smoke ~~and carbon monoxide detector (CMO) are~~ alarm is not fire detecting equipment, but ~~a~~ warning systems of potential danger, activated by an atmosphere having smoke-like qualities ~~or an unsafe level of carbon monoxide in the air;~~ and

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~~2. 2.~~ Said equipment is installed by ~~the~~ HACM for the welfare and benefit of the Resident without additional rent charge; and

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~~3. 3.~~ That Resident shall not attempt readjustment; shall not in any way physically modify any part of said system and shall not create a condition or situation which will prevent said ~~system from properly functioning, system from properly functioning; and~~

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~~4.~~

#### THE LIMITATIONS OF SMOKE DETECTORS:

Smoke detectors have saved thousands of lives in the past and will save thousands more in the future. Nevertheless, smoke detectors have limitations. They may not provide early warning of fire developing on another level of a residence. A second floor detector, for example, may not detect a first floor fire.

For this reason, detectors should be located at every level of a residence. Because residential fires develop in different ways and are often unpredictable in their growth, no fire detector is completely fail safe in sensing every fire in time. Detectors have sensing limitations. A smoke detector cannot be expected to provide warning against fires resulting from inadequate fire protection practices, smoking in bed, violent explosions, escaping gas, fires started by children left alone at home, flammable cleaning solvents and other safety hazards.

**I [have read] or [have had read to me] and fully understand all provisions of this Lease including the aforementioned information regarding smoke detectors. I have been fully informed regarding family choice of rental payment and have elected [income based]/[flat] rent as my monthly rent.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Resident

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Resident

**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**

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By: HACM Secretary-Executive Director

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Housing Manager

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Head(s) of Household]

Other Adult Members of the Household Age 18 and Older Must Also Sign Below:

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

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

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

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

**SECTION 12. HOUSEHOLD MEMBERS**

**This section must be kept current at all times. Resident must notify the Housing Manager immediately when any changes occur.**

<u>Name</u>	<u>Relation</u>	<u>Sex</u>	<u>DOB</u>	<u>Age</u>

~~I (have read) or (have had read to me) and fully understand the provisions of this Lease including the aforementioned information regarding smoke detectors and CMOs. I have been fully informed regarding family choice of rental payment and have elected Income Based rent as my monthly rent.~~

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BY: \_\_\_\_\_  
Resident

BY: \_\_\_\_\_  
Resident

DATE: \_\_\_\_\_

IN THE PRESENCE OF : \_\_\_\_\_

IN WITNESS WHEREOF, The parties have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Milwaukee, Wisconsin.

HOUSING AUTHORITY OF THE CITY OF MILWAUKEE

By: Secretary Executive Director

By: \_\_\_\_\_  
Housing Manager

BY: \_\_\_\_\_ (Head(s) of Household

BY: \_\_\_\_\_ and Other Adult

BY: \_\_\_\_\_ Members of the

BY: \_\_\_\_\_ Household Age 18 and

BY: \_\_\_\_\_ Older Must Sign)

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**SECTION 12. HOUSEHOLD MEMBERS**

~~This section must be kept current at all times. Resident must notify the housing manager immediately when any changes occur.~~

<del>Member #</del>	<del>Full Name</del>	<del>Relatio n</del>	<del>Gender</del>	<del>DOB</del>	<del>Age</del>	<del>SSN</del>
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