

Summary of Significant Changes

Public housing Dwelling Lease:

1. Throughout lease, we have added references to the Table of Sales and Service Charges (also known as Non-Standard Rental Provisions Addendum), and listed specific charges in the lease (e.g., late fee, excess utility charges, pet deposit, etc.) so that the amounts are specifically stated in the lease. Also, there will incorporate a Non-Standard Rental Provisions Addendum to the lease that lists these charges (HACM is currently doing this for our LIHTC property leases).
2. Section 2 on Rent: We added more language to rent due date as follows: “If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. “
3. Section 2 on Rent: We better outlined the 3 methods of payment, including automatic bank withdrawal as a possible rent payment method
4. Section 3-Utilities---Did a simpler job of outlining which properties have utilities included in rent and those in which the resident is responsible for paying gas and electric.
5. Section 4 on Redetermination of Rent, Income and Eligibility: We added more detailed information regarding recertifications into the lease. This includes changing the language on the penalty for failure to comply with providing needed information for a recertification, deleting the option of automatically increasing the rent to a flat rent (which is no longer enforced) to a potential for termination of lease unless cured by the resident.
6. Section 4.A.2---Increased the amount of time to report a change in income from 10 days to 15 business days
7. For interim recertifications that have an increase in income, we state that we will follow the language in the admissions and Continued Occupancy Policy for rent calculations. The reason we leave it more vague is that the proposed 2024 ACOP approved by the board in October, we will not do an interim rent change for an increase in income. However, when HOTMA changes from HUD come into effect in 2025, there will be additional changes to interim recertification rules. Therefore, we refer residents to the ACOP.
8. Section 4.C—Provided more detail on when new rent for a rent increase would take effect, as follows:

In the case of a rent increase, the increase will be effective on the first day of the third month following 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 1st or

any other day in February, the increase in tenant rent will become effective on April 1st.

9. Section 5.A---Change in guest policy from 28 days to 30 total cumulative calendar days and added a resident obligation to keep their phone number up to date at all times.

10. Section 5.N---Added more detail on the pet policy

11. Section 5.Q(4) : Added the following to comply with State Statutes :

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.

12. Section 9 (F) : Updated the language on Abandoned Property to follow more closely changes in State Statutes from several years ago:

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.

13. Section 10—Added more details on Grievance Procedures and the Public Housing Review Board (also known as the Grievance Hearing Panel).

Resident Grievance Procedures:

1. Increased the length of time for a resident to file a grievance from the time of the notification of an action from 5 business days to 10 days.
2. Added Article VII to add a Remote Hearing option in cases where both parties agree to do it remotely.