

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

CABRINI-GREEN LOCAL ADVISORY COUNCIL,)	
)	
Plaintiff,)	
)	
v.)	No. 96 C 6949
)	
)	Hon. David H. Coar
CHICAGO HOUSING AUTHORITY, <u>et al.</u> ,)	
)	
Defendants.)	

DOROTHY GAUTREAUX, <i>et al.</i>)	
)	
Plaintiffs,)	
)	
v.)	No. 66 C 1459
)	
)	Hon. Marvin E. Aspen
CHICAGO HOUSING AUTHORITY, <u>et al.</u> ,)	
)	
Defendants.)	

PLAINTIFF'S SECOND MOTION TO COMPEL ENFORCEMENT OF THE CONSENT
DECREE

The Plaintiff, the Cabrini-Green Local Advisory Council ("LAC"), by and through its attorneys of the Legal Assistance Foundation of Metropolitan Chicago moves this Court for an order compelling enforcement of the Decree; in particular, the LAC seeks an order invalidating a Parkside lease provision that requires eviction for a resident convicted of any felony. In support of its motion, the LAC states as follows:

1. Parkside of Old Town (“Parkside”) is the planned mixed-income community to be built on the site of the former Cabrini-Green Extension North development. The development will contain market-rate, affordable and CHA public housing units. Pursuant to the terms of the Consent Decree, the Cabrini-Green residents are co-developing Parkside through the Cabrini-Green Local Advisory Council Community Development Corporation (“LACCDC”). The LACCDC’s development partners are Holsten Real Estate Development and Kimball Hill Urban Centers, LLC.

2. Under the Consent Decree, the public housing units must be maintained and operated in accordance with all applicable public housing requirements. See Section II.A. of the Cabrini-Green Consent Decree.

3. On June 20, 2006 the CHA Board authorized the submission of a Mixed Finance Proposal to the U.S. Department of Housing and Urban Development (“HUD”) for Parkside Phase 1, which will include 72 units of public housing. On that same day, the CHA Board approved the Parkside Public Housing Lease Rider (“Rider”). The Parkside Phase 1 closing took place the week of October 9, 2006.

4. A few days prior to the closing, the LAC learned that the CHA had inserted a new provision into the Rider, ¶13(c)(9), that allows the owner to evict a public housing resident who has been convicted of any felony. This new provision was not previously included in the Rider published for public comment, nor was it included in the Rider that the CHA Board approved on June 20, 2006.¹

¹ In late August, the CHA noted briefly in an email to counsel for the LAC that it “need[ed] to add” this new provision, but it never notified the LAC’s counsel that it actually had done so and the LAC was not provided with any working drafts including such a provision until

5. The LAC promptly objected to the new provision because ¶13(c)(9) violates federal law governing public housing leases and therefore violates the Consent Decree.

6. By letter dated October 12, 2006, the U.S. Department of Housing and Urban Development (HUD) has agreed to allow the parties 30 days to bring this matter to the Court before HUD gives final approval for the Parkside Lease.

7. The LAC attaches and incorporates hereto a memorandum in support of its motion.

WHEREFORE, the Plaintiff prays that this Court:

A. Declare that ¶13(c)(9) of the Rider violates the Consent Decree and federal law;

B. Enter an order against the CHA compelling it to amend ¶13(c)(9) in a manner that complies with federal law and the Consent Decree, as more fully described in the LAC's supporting memorandum of law; and

C. Grant the Plaintiff such further relief as this Court deems just and proper.

Respectfully Submitted,

/s/ Richard M. Wheelock

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the week of the closing. If the LAC had been provided timely notice of this provision, it would have included this matter in its original Motion to Compel filed on August 25, 2006.

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PLAINTIFF’S MEMORANDUM IN SUPPORT OF ITS SECOND MOTION TO COMPEL
ENFORCEMENT OF THE CONSENT DECREE

I. INTRODUCTION

Parkside of Old Town (“Parkside”) is the planned mixed-income community to be built on the site of the former Cabrini-Green Extension North development. The development will contain market-rate, affordable and CHA public housing units. On June 20, 2006, the CHA Board authorized the submission of a Mixed Finance Proposal to the U.S. Department of Housing and Urban Development (“HUD”) for Parkside Phase 1, which will include 72 units of

public housing. On that same day, the CHA Board approved the Parkside TSP and Public Housing Lease Rider. The Plaintiff, the Cabrini-Green Local Advisory Council (“LAC”), is requesting that the Court issue an order compelling enforcement of the Decree. Specifically, the LAC seeks an order from this court directing CHA to amend the felony conviction provision of the Parkside Public Housing Lease Rider (“Rider”) in a manner that complies with the Consent Decree. The LAC references to and incorporates herein paragraphs 1 through 7 of Plaintiff’s Second Motion To Compel Enforcement of The Consent Decree as its statement of facts.

II. ARGUMENT

Just prior to closing, the CHA added a provision to the Parkside Lease Rider which provides at ¶13(c)(9) that “The lease may be terminated for. . . The resident or any authorized family member is convicted of a felony (sic).” See Rider, attached hereto as Exhibit A. This new provision in the Rider operates independently of the standard “one strike and you’re out” lease terms, mandated by federal law, requiring that tenants be evicted for any drug-related criminal activity on or off the premises, or any criminal activity that “threatens the health, safety or right of peaceful enjoyment of the premises by other tenants. . .” See Rider, ¶¶ 6(q)(2)&(3), see also 42 U.S.C.. § 1437d(1)(6).

Blanket eviction for tenants who are convicted of felonies violates Section 6(1)(2) of the United States Housing Act of 1937, 42 U.S.C.. § 1437d(1)(2), which requires that “each public housing agency shall utilize leases which. . . do not contain unreasonable terms and conditions.” The felony conviction provision, as written by the CHA, is unreasonable because it is overbroad, not related to a legitimate housing purpose, contrary to Congressional intent, and contrary to public policy.

- A. The Parkside Lease Provision Allowing for the Eviction of a Resident for Any Felony Conviction is Unreasonable Because it is Overly Broad and Not Related to A Legitimate Housing Purpose.

In Richmond Tenants Organization v. Richmond Redevelopment and Housing Authority, the district court for the Eastern District of Virginia established the standard for what constitutes an “unreasonable” lease term. 751 F. Supp. 1204, 1205-1206 (E.D. Va. 1990). The court held that “lease terms must be rationally related to a legitimate housing purpose.” Id. at 1205. “Lease terms which are arbitrary and capricious, or excessively overbroad or under-inclusive, will be invalidated.” Id. at 1206. Finding that the PHA’s had enacted the contested provisions for the legitimate housing purpose of remedying “the extraordinary crime problem in the development,” the court found, nevertheless, that several provisions regarding eviction for criminal offenses “[bore] no relation to the housing development.” Id. Accordingly, the court severed them from the proposed lease. Id.

Following this reasoning, the CHA’s felony lease term must also be invalidated. A blanket felony provision is not rationally related to a legitimate housing purpose. No dispute exists that a tenant who is convicted of a drug-related felony, or a felony that threatens the “health, safety, or right to peaceful enjoyment” of the public housing premises can be evicted under § 1437d(1). The lease provision that the CHA proposes, however, seeks to sweep in all manner of felonious behavior, much of which is neither drug-related nor related to the health, safety, or peaceful enjoyment of the premises by other residents.

In Illinois, there is a broad range of activity that the legislature has deemed to be a felony. It is a felony to: make a false application for a driver’s license, 625 Ill. Comp. Stat. 5/6-302; make unlawful use of recorded sounds, 720 Ill. Comp. Stat. 5/16-7; offer a bribe in connection

with an athletic contest; 720 Ill. Comp. Stat. 5/29-1; and pass a bad check, 720 Ill. Comp. Stat. 5/17-1. Theft of wireless service over \$300 is a felony, 720 Ill. Comp. Stat. 5/16F-3, as is bigamy, 720 Ill. Comp. Stat. 5/11-12. Several offenses that are misdemeanors become felonies upon a subsequent conviction, such as displaying or possessing any cancelled, revoked, or suspended license or permit, 625 Ill. Comp. Stat. 5/6-301; driving while a license or permit is suspended, 625 Ill. Comp. Stat. 5/6-303; and false report of theft, 720 Ill. Comp. Stat. 5/16-3.1. This list of felonies is hardly exhaustive, but is merely illustrative of the wide range of non-violent and non-drug-related behavior that is charged as a felony and is unrelated to a legitimate housing purpose.

The LAC does not seek to minimize the seriousness of these various offenses. Nevertheless, eviction from public housing is “an excessively severe sanction” when the evictable offense has no bearing on the health, safety, or right to peaceful enjoyment of the premises by other residents. See Richmond Tenants Organization, 751 F. Supp. at 1206. While there may be felony convictions that are rationally related to the housing development, the provision must be tailored to conduct that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. The Overinclusive Felony Lease Provision is Unreasonable Because it Does Not Comport With Congress’s Intent

Congress has developed very specific language that demonstrates what criminal behavior it believes is rationally related to a legitimate housing purpose. The “one strike” lease requirement states in pertinent part:

[the lease shall] provide that *any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by*

other tenants or any drug-related criminal activity on or off such premises, engaged in by a public housing tenant, any member of the tenant's household, or any guest or other person under the tenant's control, shall be cause for termination of tenancy.

42 U.S.C. 1437d(1)(6)(2006) (emphasis added).

As introduced, the bill that became The Quality Housing and Work Responsibility Act (“QWHRA”) contained much broader eviction provisions than its final incarnation. The original amendment stated:

In addition to any other applicable lease requirements, each lease for a dwelling unit in federally assisted housing shall provide that-

- (1) the owner may not terminate the tenancy except for violation of the terms or conditions of the lease, violation of applicable Federal, State, or local law, or for other good cause; and
- (2) grounds for termination of tenancy shall include any criminal or other activity, engaged in by the tenant, any member of the tenant's household, any guest, or any other person under the control of the household, that-
 - (A) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other tenant or employees of the owner or other manager of the housing;
 - (B) threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises; or
 - (C) *with respect only to activity engaged in by the tenant or any member of the tenant's household, is criminal activity on or off the premises.*

144 Cong.Rec. H5594-02 (July 17, 1998) (emphasis added).

Congress’s choice not to expand the universe of evictable criminal behavior to any “criminal activity on or off the premises” is a clear indication of Congress’s view that a lease provision that grants a PHA *carte blanche* to evict tenants for *any* criminal activity is unreasonable. Accordingly, when viewed against the federal statute’s “one strike” provision, ¶13(c)(9) is unreasonable in violation of 42 U.S.C.. § 1437d(1)(2).

C. The Felony Eviction Lease Term is Unreasonable Because it is Contrary to Public Policy.

Convicted felons are popular scapegoats in our society. They are frequently disenfranchised and face significant barriers to employment. In recent years, however, both state and federal governments have recognized that this across-the-board discrimination causes more harm than good, or is excessively punitive. For example, more states are reconsidering their felon disenfranchisement laws.² The Illinois State Government's website encourages employers to hire qualified felons.³ The Work Opportunity Tax Credit is a federal tax credit that gives employers tax incentives to hire ex-offenders, including felons.⁴

Furthermore, homelessness, which is a frequent outcome for persons evicted from public housing, is one of the highest predictors for recidivism.⁵ Lack of stable housing generally contributes to high recidivism rates.⁶ Conversely, having a family and a stable environment is

² Erik Eckholm, States are Growing More Lenient in Allowing Felons to Vote, N.Y. Times, October 12, 2006, at A16.

³ Website of the Illinois Department of Employment Security, *available at* http://www.ides.state.il.us/ExOffenders/working_with_employers.shtml (last visited October 17, 2006).

⁴ See *id.* Illinois may enact similar credits. Ryan Keith, Firms might get tax credits for hiring ex-offenders, Chicago Sun-Times, May 31, 2006, *available at* http://www.findarticles.com/p/articles/mi_qn4155/is_20060531/ai_n16433697 (last visited October 17, 2006).

⁵ *Homelessness and Prisoner Re-Entry*, Re-Entry Policy Council, *available at* http://reentrypolicy.org/reentry/Document_Viewer.aspx?DocumentID=1302 (last visited October 17, 2006)

⁶ Nancy G. La Vigne, Christy Visher, and Jennifer Castro, *Chicago Prisoner's Experiences Returning Home*, Urban Institute, *available at* <http://www.urban.org/publications/311115.html> (last visited October 18, 2006).

the best protection against recidivism.⁷ Homelessness and lack of stable housing also creates an extra-high barrier to employment for ex-felons.⁸ Lack of gainful employment, too, hinders the felon's effort not to re-offend.

When the felony is not related to the safety of the public housing environment, and when the offender has either completed a prison term or probation successfully, eviction from public housing is a cruel and severe sanction that is against the general public policy of helping reformed felons reintegrate into society.

D. Because the Felony Lease Provision is Unreasonable, the CHA Must "Go Back to the Drawing Board."

The CHA extrapolates its authority to include this lease term broadly from disjointed parts of §1437d and the HUD regulations. The Federal Regulation which governs the applicability of grievance procedures states that a Public Housing Agency (PHA) may exclude from the grievance procedures any termination or eviction that involves "any criminal activity that resulted in a felony conviction of a household member." 24 C.F.R. § 966.51(a)(2)(i)©; see also 42 U.S.C. § 1437d(k). In addition a PHA "must give written notice of lease termination of . . . A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days): . . . If any member of the household has been convicted of a felony." 24 C.F.R. §

⁷ See id.; Rupa Shenoy, *Family Ties*, The Chicago Reporter, March 2005, available at <http://chicagoreporter.com/2005/3-2005/family/family1.htm> (last visited October 17, 2006).

⁸ Sharron D. Matthews, *The Need for Public Policy Advocacy to Reduce Barriers to Employment for Ex-Offenders Policy Paper #1*, The Safer Foundation, available at <http://www.saferfoundation.org/docs/finalversionofpolicywhitepaper1.pdf> (last visited October 18, 2006); Nino Rodriguez, Brenner Brown, *Preventing Homelessness Among People Leaving Prison*, Vera Institute of Justice, available at http://www.vera.org/publication_pdf/209_407.pdf (last visited October 18, 2006).

966.4(1)(3); see also 42 U.S.C. § 1437d(1)(4)(A)(ii). Finally, a tenant who “is fleeing to avoid prosecution, or custody or confinement after conviction. . . for a crime. . . which is a felony under the laws of [that state]” is subject to immediate eviction. 24 C.F.R. § 966.4(1)(5)(ii)(B); see also 42 U.S.C. § 1437d(1)(9).

The LAC recognizes that these scattered provisions confer some authority to a PHA to evict tenants for certain types of felony convictions. But the term “felony” cannot be taken out of its context. It must be read and applied in conjunction with Congress’s other “one-strike” and “reasonableness” lease requirements, as described above.

The LAC is not asking the Court to fashion a lease provision for the CHA; the LAC simply seeks to have the Court strike the overbroad felony eviction provision and send the CHA “back to the drawing board” to fashion a lease term that is tailored to the legitimate housing purpose of protecting the health, safety, and right to peaceful enjoyment of the premises by public housing residents.

III. CONCLUSION

_____ Plaintiff requests that this Court enter an order (1) declaring that ¶13(c)(9) of the Rider violates the Consent Decree and federal law; (2) compelling the CHA to amend the Parkside Public Housing Lease Rider in a manner that complies with the Consent Decree, as described above; and (3) granting the LAC such further relief as this Court deems just and proper.

Respectfully Submitted,

/s/ Richard M. Wheelock

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**PARKSIDE OF OLD-TOWN
RENTAL & CONDOMINIUM BUILDINGS
Draft Public Housing Rider to Chicago Apartment Lease**

THIS Rider Agreement (hereafter called "PUBLIC HOUSING RIDER" or "RIDER") is between Holsten Management ("LESSOR") and the person(s) named as leaseholder ("TENANT") in the Chicago Apartment Lease #104 (hereafter referred to as "LEASE") and the authorized tenants listed in this PUBLIC HOUSING RIDER. This PUBLIC HOUSING RIDER and Chicago Apartment Lease #104 specify the terms and conditions for TENANTS and LESSOR.

The private mixed-income/mixed-finance rental & condominium community of Parkside of Old Town (hereafter referred to as "PREMISES") in which the unit occupied by the TENANT (hereafter called "UNIT"), has received certain assistance from the Chicago Housing Authority (hereafter "CHA"). This UNIT is deemed a Public Housing Authority-assisted unit under the Regulatory and Operating Agreement governing the community. All PHA-assisted units require the execution of a LEASE and PUBLIC HOUSING RIDER. As a result, the LEASE is amended by the following provisions contained in this PUBLIC HOUSING RIDER, and to the extent these public housing rider provisions are in direct conflict with the LEASE or other Lease Riders, the provisions of this PUBLIC HOUSING RIDER control.

This PUBLIC HOUSING RIDER and Chicago Apartment Lease #104 are executed by the TENANT and the LESSOR, Holsten Management Corporation. It includes, but is not limited to, the following information specific to each family's circumstances:

- Identification of all members, as authorized by the CHA & LESSOR, of the TENANT's household by their social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the LEASE;
- Utilities and appliances specifically provided by LESSOR with the unit, and those provided by TENANT;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the TENANT to the PUBLIC HOUSING RIDER; and LESSOR

1. Rider Term and Amount of Rent

- (a) The initial term of this RIDER is twelve (12) months and unless otherwise modified or terminated, this RIDER shall automatically be renewed on an annual basis with the LEASE, unless the LESSOR has terminated the LEASE in accordance with the terms contained in the LEASE and this RIDER.
- (b) The rent amount is stated in the LEASE Contract. Rent shall remain in effect unless adjusted by LESSOR in accordance with this RIDER. The amount of the rent shall be

determined by LESSOR in compliance with the HUD regulations. The minimum rent for a PHA-assisted unit is \$50.00 per month. LESSOR will advise any TENANT who pays the minimum rent of the right to request a hardship exemption pursuant to the CHA's policies and procedures. The LESSOR will grant a hardship exemption to a qualifying TENANT who is paying the minimum rent. TENANTS who are granted hardship exemptions from the minimum rent are subject to the Community Service Requirements/Economic Self-Sufficiency Programs provisions in paragraph 20 of this RIDER.

- (c) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the 5th day of the month. If the 5th day of the month falls on a weekend or holiday, rent is due by 5 p.m. on the following business day. Rent payments shall be made at the office of Holsten Management Corporation, located at 1333 N. Kingsbury Street, Suite 305, Chicago, IL 60622 or at a site location to be designated by Management.
- (d) The tenant will have a choice between a flat rent and an income based rent. In no case shall the monthly rent be above the flat rent established by CHA for a particular type and size of bedroom. Utility allowances are not applicable to flat rent.
- (e) Notice of Rent Adjustment: When LESSOR makes any change in the amount of the rent, LESSOR shall provide written notice to the TENANT no less than 30 days prior to the effective date of the increase. In the event of rent decreases, LESSOR may provide less than 30 days notice if necessary, in order to comply with the requirements set forth in Section 5(c) 1 and 2 below.

2. Charges in Addition to Rent

- (a) In addition to rent, the TENANT is responsible for the payment of other charges specified in the LEASE and this RIDER. The notice of charge, in addition to rent, shall advise the TENANT that s/he has the right to an explanation of the charge and that disputes concerning charges may be resolved through the CHA Grievance Procedure, and incorporated herein by reference.
- (b) Charges in addition to rent are due on the first day of the following month provided that a minimum of 15 days notice has been given to the TENANT. The TENANT may have the opportunity to enter into a reasonable payment arrangement based upon the TENANT's adjusted income. Other charges can include but are not limited to:

1. Payment of utility charges.

Utilities at Parkside are paid by the TENANT.

- 2. 4. Maintenance costs. The TENANT will be charged for services or repairs due to intentional or negligent damage to the PREMISES, dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the TENANT, household members, pets or guests. When needed maintenance is caused by TENANT's damage, neglect or carelessness, the TENANT shall be charged for the cost of such service, either in accordance with the attached Schedule of Maintenance Charges posted by LESSOR or, when work is not listed on the Schedule of Maintenance Charges, the actual cost to LESSOR for the labor and materials needed to complete

the work.

3. 3- Security Deposit

- (a) Unless included in any intergovernmental agreement, the TENANT agrees to pay a security deposit, at the time of leasing a unit at Parkside of Old Town. The amount of the security deposit shall be the greater of \$50.00 or one month's rent (Total Tenant Payment), but in no case shall exceed \$150.00. The dollar amount of the security deposit is noted in the LEASE Contract.

If the TENANT has been relocated to the PREMISES pursuant to the CHA Leaseholder Housing Choice and Relocation Rights Contract and/or the Cabrini-Green Consent Decree, CHA shall transfer the existing deposit for the TENANT, if the deposit has not already be refunded to the TENANT. If the CHA has already refunded the original security deposit to the TENANT, the TENANT is responsible for paying LESSOR the security deposit. Existing TENANTS who have not paid a security deposit to CHA must pay a deposit of \$50.00 within one year of signing the LEASE. Unless the TENANT transfers to another unit, security deposits shall not be increased even if rent increases.

- (b) LESSOR will use the security deposit at the termination of this LEASE:

1. To pay the cost of any rent which has not been validly withheld or deducted pursuant to state or federal law or local ordinance; and,
2. To reimburse the cost of repairing any damages caused by the TENANT, household members, guests or pets, who are on the premises with the TENANT's consent, excluding reasonable wear and tear.

- (c) The LESSOR shall deposit the security deposit in an interest bearing account and credit the TENANT's account on an annual basis in accordance with State and local law.

- (d) The security deposit with interest will be returned to the TENANT subject to the revisions stated in subsection (b) of this section and in accordance with state and local law.

- (e) If deductions are made, LESSOR shall deliver or mail to the last known address of the TENANT, within 30 days of the TENANT vacating, a statement of the damages allegedly caused to the premises and cost of repair.

4. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

The rent amount as fixed in the LEASE Contract is due each month until changed by either an annual or an interim re-examination as described below.

- (a) **Annual Re-examinations:** The components of the mandatory annual re-examination are as follows:
1. The TENANT must supply LESSOR with accurate written information about family

composition, citizenship and/or residency status, age of family members, income and source of income of all family members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the LEASE and this RIDER and may result in termination of the LEASE.

2. As part of the annual re-examination, LESSOR will conduct criminal background checks on all household members age 18 and over. Information received on the criminal background check will cover three years prior to the date of the background check.
3. The TENANT agrees to comply with reasonable LESSOR requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by LESSOR to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the ~~Tenant's~~ TENANT'S needs.
4. As part of the annual re-examination of eligibility, TENANT and all members of the household age 18 or older must comply with LESSOR's Drug Testing Policy as set forth in Lease Rider #7.
5. During the annual re-examination, TENANT will be given the choice among:
 - a) A rent based on the household income; or
 - b) A flat rent based on the value of the dwelling unit as identified by the CHA;

LESSOR shall notify each family in writing of the dollar amount of these two rent determinations. Between annual re-examinations, the TENANT upon a showing of financial hardship may request to be switched from a flat rent to a rent based on the household income.

6. To comply with Annual Re-examination requirements, LESSOR shall give the TENANT reasonable notice of what action(s) the TENANT must take and the date by which any such action must be taken for compliance under this section.
7. In accordance with Federal and state law, LESSOR will process any applicable income disregard to a qualifying family that has experienced an increase in their earned income according to the CHA's policies and procedures governing Earned Income Disallowance/Disregard.
8. LESSOR will not reduce any portion of rent if the welfare or public assistance benefits (assistance program) of covered TENANT family are reduced because of:
 - a. Failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing work activities requirement;
 - b. Welfare fraud; or
 - c. Election to not engage in economic self-sufficiency or work activity requirements.

In any of these circumstances, the TENANT's monthly contribution toward rent may not be decreased during the period of reduction, to the extent that the decrease in income is a result of the benefits reduction.

If the TENANT challenges or appeals the assistance program benefit reduction, the requirements of paragraph 7 shall not take effect until the results of the challenge are known.

(b) Interim Re-examinations:

The components of interim re-examinations are as follows:

1. Between annual re-examinations, TENANTS **must** report the following changes of household composition to the LESSOR's Property Manager in the following manner:

The following types of additions to the LEASE & PUBLIC HOUSING RIDER do not require LESSOR or CHA approval, but **must be reported to LESSOR's Property Manager** within ten (10) calendar days of the occurrence:

- Birth and adoption of children; and
- Court-awarded custody of children (This does not include foster care).

All other additions to the household, LEASE and PUBLIC HOUSING RIDER **must be approved in writing** by the LESSOR and the CHA before the changes to the household composition are made. Such LEASE additions include, but are not limited to the following:

- An individual(s) age 18 or over, including a spouse or co-head of household;
- Foster children and foster adults;
- Children brought into the household under kinship care, as defined by the CHA's Admission and Continued Occupancy Policy; and
- A live-in aide

The additions to the household may not move into the unit prior to written approval from the LESSOR and the CHA.

- a) Income from approved added members of the household, with the exception of income and payments received for foster children, foster adults and live-in aides, will be included in the family's rent calculation.
 - b) TENANTS who do not notify the LESSOR of additions or who permit persons to join the household without prior authorization are in violation of this LEASE and RIDER and are subject to termination of his/her LEASE.
2. LESSOR will process an interim rent increase when the income of the TENANT increases and the TENANT currently has zero income.
 3. In accordance with federal and state law, LESSOR will process any applicable income disregard to a qualifying family that has experienced an increase in their earned income. TENANTS must report in a timely fashion in order to ensure full benefit of income disregard.

4. LESSOR may process an interim **Increase** in rent if the LESSOR discovers that the TENANT misrepresented or has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for LEASE termination in accordance with this RIDER.
5. LESSOR will process an interim adjustment in rent if the TENANT has a decrease in income or change in household composition ~~thosethat~~ results in a decrease in income.

(c) Changes in monthly rent will become effective when:

- 1) Timely Reporting (Within 10 calendar days of the occurrence)
 - Decreases - 1st of the month after the decrease in income is first reported to the Property Manager.
 - Increases - 1st of the month following 60 days since the increase in income occurred.
- 2) Late Reporting (After 10 calendar days of the occurrence)
 - Decreases - The TENANT is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the LESSOR. Any applicable earned income disallowance period will ~~occur~~be applied, whether reported in a timely manner or not.
 - Increases - The TENANT will receive a retroactive charge, retroactive to the month after the change should have been reported, for the increase in income that was not reported timely.

(d) Retroactive rent charges will be applied only where it is found that the TENANT has misrepresented the facts on which the rent is based so that the rent the TENANT is paying is less than the rent the TENANT should have been charged; or is late in reporting in accordance with Section 54(c) of this RIDER. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(e) Notice of Rent Adjustments and Grievance Rights. Under this RIDER, the TENANT will be notified in writing of any rent adjustment due to annual or interim reexaminations. All notices will state the effective date of the rent adjustment. The TENANT may ask for an explanation stating the specific grounds of the LESSOR determination concerning rent, dwelling size or eligibility, and if the TENANT does not agree with the determination, the TENANT shall have the right to request a hearing under the CHA Grievance Procedures.

5. General Conditions for Use and Occupancy of the Dwelling Unit

(a) The dwelling unit shall be the sole domicile of the TENANT household.

- (b) The TENANT shall have the right to exclusive use and occupancy of the dwelling unit for the TENANT and other authorized household members named in the LEASE Contract or RIDER.
- (c) The TENANT shall not assign the LEASE, nor sublease the dwelling unit.
- (d) The dwelling unit must be used only as a private residence, solely for the TENANT and the authorized family members named on the LEASE.
- (e) The TENANT shall have the right to accommodate individual guests or visitors for a period not exceeding 30 calendar days in any twelve-month period. "Guest" means any person not listed on this LEASE agreement who temporarily visits the unit or premises with the consent of the TENANT or a household member. If any visit will extend beyond one week, the TENANT must notify LESSOR in writing, stating the reasons for the extended visit, which must first be authorized in writing by the LESSOR, whose approval shall not be unreasonably withheld. Even when approved, guests stay may not exceed 30 days in a calendar year.

6. TENANT's Obligations

TENANTS are obligated:

- (a) To pay the rent when it is due.
- (b) To comply with all obligations imposed upon the TENANT by applicable provisions of the building and housing codes materially affecting health and safety and to allow LESSOR to make the necessary inspections of the TENANT's dwelling unit.
- (c) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the dwelling unit or PREMISES.
- (d) To keep the dwelling unit and other such areas as may be assigned to the TENANT for the TENANT's exclusive use in a clean and safe condition.
- (e) To act and cause household members and/or guests to act, in a manner which will not disturb other TENANTS' peaceful enjoyment of their accommodations, including refraining from alcohol abuse, which interferes with the health, safety or right to peaceful enjoyment of the PREMISES by other TENANTS or persons residing in the immediate vicinity of the PREMISES, and will be conducive to maintaining the building and PREMISES in a decent, safe and sanitary condition.
- (f) To maintain utility connections in the head of household or co-head's name and make utility payments in a timely manner throughout tenancy.
- (g) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (h) To follow the Pet Policy, which requires LESSOR's prior written consent and approval of a pet by application. ~~Dogs and cats are not allowed. Other small pets such as birds or turtles by written permission only.~~ There will be reasonable accommodation made for TENANTS with disabilities as described in CHA's ACOP.
- (i) To refrain from providing accommodations for boarders or lodgers.
- (j) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (k) TO PROVIDE REASONABLE CARE (INCLUDING CHANGING BATTERIES) AND PERFORM INTERIM TESTING OF SMOKE DETECTORS TO ASSURE THEY ARE IN WORKING ORDER, TO PROMPTLY NOTIFY LESSOR IN WRITING IF ANY SMOKE DETECTOR DOES NOT WORK, AND TO REFRAIN FROM MAKING INOPERABLE ANY SMOKE DETECTORS INSTALLED IN THE PREMISES.
- (l) To remove from LESSOR PREMISES any vehicles owned or in the control of the TENANT, which are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane or other LESSOR PREMISES not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from LESSOR PREMISES at the Tenant's expense. Automobile repairs are not permitted on LESSOR PREMISES.
- (m) To refrain from having a waterbed on the premises.
- (n) To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of LESSOR. Alterations or additions which cannot be removed without

permanent damage to the dwelling unit shall be the property of LESSOR without compensation.

- (o) To make no changes to locks or install new locks or anti-theft devices without LESSOR's written approval.
- (p) To abide by the necessary and reasonable regulations established by the LESSOR, for the benefit and well being of the building and PREMISES and the TENANTS, which shall be posted in the management office and incorporated by reference in the LEASE.
- (q) To assure that **no** TENANT, member of TENANT's household or guest:
 - 1. Engages in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of the premises by other TENANTS, LESSOR's employees, agents of LESSOR, or persons residing in the immediate vicinity of the premises, including but not limited to any violent crime committed on or near the premises. A criminal conviction is not needed to demonstrate serious violations of the LEASE or this RIDER;
 - 2. Engages in any criminal activity that threatens the life, health, or property of other TENANTS, LESSOR employees, agents of LESSOR, or persons residing in the immediate vicinity of the PREMISES.
 - 3. Engage in any drug-related criminal activity on or off the PREMISES or other CHA premises. For purposes of the LEASE and this RIDER, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
 - 4. Unless required by lawful employment, displaying, using, or ~~possessing~~ possessing anywhere on subject property/PREMISES or any CHA premises any firearms, ammunition or other weapons. It shall be a serious breach of the LEASE and this RIDER for any TENANT or TENANT family member to display a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon or to inflict any injury on another person or to damage any property through the intentional reckless, careless or negligent use of a weapon.
 - 5. Causing any fire on LESSOR premises, either intentionally or through gross negligence or careless disregard.
- (r) To keep persons under the TENANT's control from engaging in any criminal activity that threatens the health, safety or right of peaceful enjoyment of the PREMISES by other TENANTS, LESSOR employees, agents of LESSOR or persons residing in the immediate vicinity of the PREMISES.
- (s) To comply with the following Electronic Monitoring Program/House Arrest Program Requirements:

1. Cook County Electronic Monitoring Program:

~~Leaseholder must~~ Tenant shall notify property manager within 48 hours of the return of a participant in the Cook County Electronic Monitoring Program to his/her unit at the development. Failure of the ~~leaseholder~~ TENANT to notify property manager in a timely fashion is grounds for lease termination.

2. Illinois Department of Corrections Electronic Monitoring Program ("IDOC");

Felons participating in the Illinois Department of Corrections ("IDOC") electronic monitoring program, who are not listed as an authorized household member on the leaseholder TENANT's current lease, are barred from returning to the leaseholder TENANT's unit. The residence of a felon participating in the IDOC electronic monitoring program in the leaseholder's unit who is not listed on the lease as an authorized household member for that unit is grounds for termination of the leaseholder's lease.

Where a participant in IDOC's electronic monitoring program is listed as an authorized household member on the leaseholder's current lease, the leaseholder must notify the property manager within 48 hours of the participant's return to his/her unit at the development. Failure of the leaseholder to notify property manager in a timely fashion is grounds for lease termination.

- ~~(t)~~ (i) To ensure that TENANTS between the ages of six (6) and seventeen (17) years of age living in the household attend school in accordance with the School's Truancy policy.
- (u) To notify the LESSOR of any additions to the household and to refrain from permitting persons to join the household without first undergoing screening by the LESSOR, except as provided in Section 54(b) and 7(a).
 - (v) To comply with the Community Service Requirements/Economic Self-Sufficiency Programs ~~as stated in Section~~ paragraph 20 of this RIDER.
 - (w) To comply with the Continued Occupancy Criteria listed in Lease Rider # 11 N for Non-Working Families and Lease Rider #11 W for Working Families.
 - (x) In situations where a condominium or other association owns the PREMISES, the TENANT must comply with all applicable rules and regulations set forth by such an association.

7. Changes in the Household

- (a) Natural born and adopted children, as well as court-awarded custody children (excluding foster care arrangements); will automatically be added to the LEASE upon notification by the TENANT.
- (b) All other additions to the household, including but not limited to foster children require the prior written approval of LESSOR. For new family members age 18 and older, including Live-in Aides, such approval will be granted only if the new family member meets LESSOR's applicant eligibility and screening criteria and the dwelling unit is of the appropriate size under the occupancy standards of the LESSOR/PREMISES.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with an elderly, near elderly TENANTS, or a TENANT with a disability and who (a) is determined, by a qualified health care provider, to be essential to the care and well-being of the TENANT, (b) is not obligated for the support of the TENANT, (c) and who would not be living in the dwelling unit except to provide the required supportive services. A Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a TENANT may request a transfer and/or a reasonable

accommodation. Live-in aides have no rights as remaining family members upon the death, eviction, departure or abandonment of the TENANT family.

- (d) Authorized TENANTS who move out of the dwelling unit, for any reason, shall be reported by the TENANT to LESSOR in writing, within 10 days of the occurrence.
- (e) Reinstatement of a former family member of the household requires a written request from the TENANT, screening by the LESSOR and the CHA and written approval by the LESSOR and the CHA.
- (f) Remaining family members. If the head of household dies or leaves the household for any reason and forms a new household in a unit that is not subsidized by the CHA, including a unit that is subsidized through the use of or by housing choice vouchers issued or administered by the CHA, the CHA may permit the remaining family members already authorized to be in the household to continue to occupy the unit only if there are one or more family members on the LEASE living in the household who can pass lease compliance screening, CHA's applicant screening criteria, site-specific screening criteria and is age 18 years or older. The remaining family members must report the departure of the head of household to HDC within ten days of the occurrence. Whenever possible, a family should notify HDC of this situation prior to the head of household's departure.
- (g) Eviction proceedings can be commenced, if:
 - (i) the remaining household members fail to inform LESSOR within 10 days of the death of the former head of household;
 - (ii) the remaining family member fails to sign a new LEASE;
 - (iii) the remaining family member fails to sign a new lease within 30 days of approval of his/her request; and/or
 - (iv) the household has pending rent default or criminal violations of the LEASE and/or RIDER.
- (h) LESSOR may permit an adult not on the LEASE to join the household as a new head of household. In giving approval for such an arrangement, LESSOR will consider whether there is any remaining member of the household capable of executing a LEASE and the ability of the family to stay together if the new household member is allowed. The new head of the household must apply for tenancy, must meet LESSOR'S and the CHA's applicant screening criteria, and must receive LESSOR'S and CHA's approval before moving in.
- (i) A new head of the household added to the LEASE under the above paragraph(s) f or h will be charged for any arrearages incurred by the former head of household. LESSOR and/or the CHA reserve the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
- (j) If this LEASE is an extension of occupancy by the TENANT's household under a prior Lease or Leases with CHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this LEASE.

8. LESSOR Obligations

LESSOR is obligated:

- (a) To maintain, or in situations where a condominium or other ownership association owns the PREMISES, the LESSOR will work to maintain the dwelling unit and PREMISES in decent, safe and sanitary condition.
- (b) In situations where a condominium or other ownership association owns the PREMISES, the LESSOR must comply with all applicable rules and regulations set forth by such association.
- (c) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
- (d) To make necessary repairs to the dwelling unit.
- (e) To maintain, or in situations where a condominium or other ownership association owns the PREMISES, the LESSOR will work to keep PREMISES buildings, facilities and common areas, not otherwise assigned to the TENANT for maintenance and upkeep, in a clean and safe condition.
- (f) To maintain, or in situations where a condominium or other ownership association owns the PREMISES, the LESSOR will work to, maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by LESSOR. In multi-story buildings, LESSOR agrees to keep, or in situations where a condominium or other ownership association exists, will work to keep the stairwells clean and free of debris.
- (g) To provide and maintain, or in situations where a condominium or other ownership association owns the PREMISES, work to provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a TENANT for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the TENANT.
- (h) To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, 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 TENANT and supplied by a direct utility connection.
- (i) To notify the TENANT of the specific grounds for any proposed adverse action by the LESSOR, and when applicable, to give the TENANT an opportunity for a hearing under the CHA Grievance Procedures.
- (j) Accommodations for TENANT's with Disabilities. Upon request by a TENANT with disabilities, or the head of the household on behalf of a family member with disabilities, LESSOR will provide reasonable accommodations. LESSOR may, depending on the circumstances, provide either structural modifications or a non-structural solution, after determining that making the requested modification or accommodation would not result in a fundamental alteration burden. If providing such modification or accommodation would result in such fundamental program alteration or ~~under-financial and/or~~ administrative burden, the CHA will take other action that would accommodate the individual without resulting in a fundamental program alteration or ~~under-financial and/or~~ administrative burden.
- (k) Where applicable, to abide by the terms and conditions of the CHA Leaseholder

Housing Choice and Relocation Rights Contract.

~~(f)-(l)~~ To provide adequate briefing and explanation of the LEASE provisions either before move-in or at the time of move-in.

9. Entry of Premises During Tenancy

- (a) With the TENANT's permission, any duly authorized agent, employee, or contractor of LESSOR will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.
- (b) When the TENANT calls to request maintenance on the dwelling unit, LESSOR shall respond and acknowledge the request within 24 hours and complete maintenance within a reasonable period of time.
- (c) LESSOR shall give all TENANTS a minimum 48 hours written notice that LESSOR intends to enter the dwelling unit and state the reason for entry. TENANTS with disabilities will be provided notice in the proper formats (i.e. Braille, large print, audiotope, etc.)
- (d) LESSOR may enter the TENANT's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists which poses an immediate threat to the safety and/or welfare of TENANT's and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If the TENANT and all adult members of the household are absent from the dwelling unit at the time of entry, LESSOR shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

10. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) LESSOR Responsibilities and Services: LESSOR shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the TENANT. If the damage was caused by the TENANT, TENANT's household members or guests, the reasonable cost of the repairs shall be charged to the TENANT. If the damage was caused by the TENANT, TENANT's household member or guests, such action can be considered a breach of the LEASE and RIDER. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time. LESSOR shall offer TENANT a transfer within the PREMISES, only if a suitable public housing unit is available at Parkside of Old Town. If, however, the damage was caused by the TENANT, TENANT'S household member or guest, LESSOR shall have no duty to provide alternative accommodations to the TENANT.
- (c) In the event repairs cannot be made by LESSOR, and alternative accommodations as described in paragraph (b) above are not available, the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling.
- (d) No abatement of rent shall occur if the TENANT rejects the alternative accommodations

and remains in the dwelling unit or if the damage was caused by TENANT, household members or guests.

- (e) TENANT Responsibilities: TENANT shall immediately notify the LESSOR of the damage when the damage is hazardous to life, health or safety of the occupants.
- (f) The TENANT agrees to continue to pay full rent, less the abated portion, during the time in which the defect remains uncorrected.
- (g) LESSOR shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the TENANT except for injuries or property damage resulting from intentional or negligent action or omissions on the part of LESSOR, TENANT is encouraged but not required to obtain renters insurance.
- (h) All accidents involving injury or loss of property to the TENANT, household members or guests must be reported, verbally or in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the LESSOR with respect to said damages or injury.
- (h) ~~(i)~~—If the TENANT's dwelling unit is uninhabitable or is hazardous to life, health and safety and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused and the TENANT refuses to leave the unit until it is repaired, the TENANT's LEASE may be terminated.

11. Inspections

- (a) Move-in Inspections: LESSOR and the TENANT or his/her representative shall inspect the dwelling unit prior to occupancy by the TENANT. LESSOR shall give the TENANT a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by LESSOR and the TENANT and a copy of the statement will be retained in the TENANT's folder. Any deficiencies noted on the inspection report will be corrected by LESSOR at no charge to the TENANT prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. In the event LESSOR fails to correct the deficiencies within ten (10) business days of the move-in, the TENANT may exercise the remedy described in Section 10(c).
- (b) Annual Inspections. Annual inspections will be conducted for all TENANT's. TENANTS will be notified at least 48 hours in advance of the annual inspection. LESSOR shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the TENANT for upkeep. LESSOR will provide the TENANT with a written statement regarding dwelling unit conditions. Further, LESSOR shall request work orders for all items found to be in disrepair.
- (c) LESSOR will use the annual inspection to assess the TENANT's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this RIDER. When housekeeping is an issue, LESSOR will notify the TENANT in writing of the housekeeping problems and identify the measures and time period necessary to abate the unsatisfactory conditions.
- (d) Interim Inspections: LESSOR will conduct interim inspections as a follow-up to any housekeeping problems found during the annual inspections. TENANTS notified in writing of housekeeping problems will receive interim inspections to measure

corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.

- (e) Move-out Inspection: LESSOR will inspect the dwelling unit at the time the TENANT vacates and give the TENANT a written statement of the charges, if any, for which the TENANT is responsible. In order to protect the TENANT's rights, the TENANT and/or representative may join in such inspection, unless the TENANT vacates without notice to LESSOR.
- (f) Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
- (g) Interim Inspections: LESSOR will conduct interim inspections as a follow-up to any housekeeping problems found during the annual inspections. TENANTS notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.

12. Notice Procedures

- (a) TENANT Responsibility - Any notice to LESSOR must be in writing or alternative method as a result of a request for a reasonable accommodation by a TENANT with disabilities, delivered to the Management Office or to LESSOR's central office or sent prepaid first-class mail, properly addressed.
- (b) LESSOR Responsibility - All notices to TENANTS must be in writing, except notices to TENANTS with disabilities, which must be in an accessible format. Notices will also be available in Spanish or other languages as required by Federal law.
- (c) Notices for LEASE termination or non-renewal must be personally served upon the TENANT or upon any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 18 years of age or older or an emancipated minor who is head of household.
- (d) Notices, other than notices for LEASE termination or non-renewal, may be delivered by hand to the TENANT or any adult member above the age of 12 of the TENANT's household or sent by first-class mail.

13. Termination of the Lease

For termination of the LEASE, the following procedures shall be followed by LESSOR and the TENANT:

- (a) The TENANT may terminate this LEASE at any time by giving fifteen (15) days written notice. Failure to give the said notice to management may result in additional rent being charged to the TENANT's account: The TENANT is responsible for the final month's rent until the vacate date. The security deposit may not be used for the rent or other charges.
- (b) This LEASE may be terminated or not renewed by LESSOR only for serious or

repeated violations of material terms of the LEASE, this RIDER, other Riders and/or Agreements, such as failure to make payments due under the LEASE and/or failure to fulfill TENANT obligations set forth above. A TENANT who receives four (4) Notices of Termination for late rent payments in one 12-month period will be subject to termination of the LEASE.

(c) The LEASE may be terminated for:

1. The TENANT allows an individual to reside in the unit who has not satisfied the screening requirements established and approved by the LESSOR and CHA;
2. The TENANT falsifies documents regarding any TENANT family member's use of an illegal controlled substance or abuse of alcohol;
3. The TENANT falsifies or knowingly omits documents or information regarding any TENANT family member with respect to LESSOR or CHA eligibility screening and annual or interim recertification;
4. The TENANT is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which s/he flees, or for violating a condition of probation or parole imposed under federal or state law.
5. Any criminal activity engaged in by the TENANT, any member of the household, a guest, or another person under the TENANT's control that threatens the health, safety or right of peaceful enjoyment of the premises by other TENANTS, LESSOR employees, agents of LESSOR, or persons residing in the immediate vicinity of the PREMISES; or
6. Any drug-related criminal activity on or off the PREMISES performed by the TENANT, any member of the household, a guest, or another person under the TENANT's control;
7. LESSOR's discovery of material false statements or fraud by the TENANT in connection with an application for occupancy or with re-examination of income.
8. The TENANT fails to voluntarily decrease the household composition to meet the occupancy guidelines, where there are adult members of the family/household who can be removed from the household composition, after the TENANT refuses or otherwise fails to accept transfer options offered by HDC or the CHA to address unit overcrowding and the need for a larger unit;
- ~~9.~~ ~~9.~~ The resident or any ~~resident~~authorized family member is convicted of a felony;
10. The TENANT or any ~~resident~~authorized family member is convicted of manufacture or production of methamphetamines;
11. The TENANT or any authorized family member is subject to a lifetime of any registration requirement under a state sex offender registration program, including the ten-year Illinois State Sex Offender Registration Act;
12. The TENANT or any ~~resident~~authorized family member is involved in criminal and/or drug-related activity that is a threat to the health and safety or right to peaceful enjoyment of the PREMISES by other ~~TENANT~~TENANTS, including circumstances where preliminary knowledge of such activity is obtained through a criminal background report;
13. The TENANT household is over the income limit of the housing program. A family will not be evicted if the family is receiving income disallowance.
14. Extended Absences

- a. TENANTS must advise LESSOR, if they will be absent from their unit for more than seven consecutive days. TENANTS shall notify the property manager, secure the UNIT, and provide a means for the LESSOR to contact the resident in an emergency.
 - b. The public housing dwelling UNIT will not be considered a sole residence when residents are absent from the UNIT more than 90 consecutive days without notification to the property manager. The resident will be subject to lease termination. Exceptions will be made for extenuating circumstances.
- (d) LESSOR shall give written notice of proposed termination in English or Spanish or other language as needed or, in the case of a TENANT with a disability, in an accessible format, for:
- 1. 14 days in the case of failure to pay rent;
 - 2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other TENANT's, LESSOR employees, agents of LESSOR or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related activity;
 - 3. 30 days in any other case.
- (e) Notices of termination shall include a statement that the TENANT has 10 days from the date of service to meet with the LESSOR to discuss the proposed termination and present any defense or mitigating circumstances.
- (f) LESSOR excludes from the CHA Grievance Procedure any criminal activity that threatens the health, safety or right of peaceful enjoyment of the PREMISES by other TENANT's, LESSOR employees, or agents of LESSOR, or persons residing in the immediate vicinity. LESSOR also excludes from the CHA Grievance Procedure any drug-related criminal activity on or off PREMISES, or any activity resulting in a felony conviction.
- (g) When LESSOR is required to offer the TENANT the opportunity for a grievance hearing, and the TENANT has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (h) LESSOR may evict the TENANT from the dwelling unit only by bringing a court action.
- (i) In the event that LESSOR files an eviction action against a TENANT, the TENANT will be liable for costs awarded by the Court, excluding Attorney's fees, unless the TENANT prevails in the action.
- (j) The Lease will also be terminated if the TENANT allows an individual to reside in the unit who has not satisfied the screening requirements established by the LESSOR.
- (k) In deciding to evict for criminal activity, LESSOR shall consider the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, "LESSOR" may, in its complete

discretion, decide to impose a condition that particular family members or guests who engaged in criminal activity or drug-related criminal activity will not reside in the UNIT instead of evicting the entire household, but in doing so, there shall be no ~~waive~~waiver of the terms and conditions of this LEASE Agreement or of "LESSOR'S" right to enforce the terms and conditions of the lease. The LESSOR may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling UNIT.

- (l) This LEASE may be terminated or will not be renewed by the LESSOR if non-exempt members of the TENANT family are not in compliance with the Community Service Requirements/Economic Self-Sufficiency Programs provision in section 20 of this RIDER.

14. Grievance Procedure and Requirements

- (a) Disputes arising under this LEASE shall be resolved pursuant to the CHA Grievance Procedures, and any amendments thereto, which are in effect at the time such grievances arise, and which procedure is incorporated herein by reference. LEASE termination for any reason set forth in section 13 (f) shall not be considered under the CHA Grievance Procedures.
- (b) In the case of a proposed adverse action including a proposed LEASE termination, LESSOR shall not take the proposed action until the time for the TENANT to request a grievance hearing has expired or, where applicable, the grievance process has expired.
- (c) The CHA Grievance Procedures shall not be available for actions (a) concerning evictions or termination of tenancy that involve (i) criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises of other TENANTS or LESSOR'S employees; (ii) any violent or drug-related criminal activity on or off the premises; (iii) any criminal activity that resulted in a felony conviction of a household member; or (b) concerning disputes between individuals not involving LESSOR or to resolve class grievances.

15. Ability to Comply with Lease Terms

~~(a)~~ (a) LESSOR may terminate this LEASE if, during the term of this LEASE:

~~1.~~ 1. LESSOR proves a serious or repeated violation of the material terms of the LEASE by the TENANT, by reason of the TENANT's verified physical or mental impairment; and,

~~2.~~ 2. The TENANT cannot make arrangements for someone to aid him/her in complying with the Lease; and,

~~3.~~ 3. LESSOR cannot make any reasonable accommodation that would enable the TENANT to comply with the LEASE.

~~(b)~~ (b) LESSOR will cooperate with the TENANT, designated member(s) of the TENANT's family, or a Live-in Aid to identify more suitable housing and to assist the TENANT's move from the dwelling unit.

(c) If there are no family members who can or will take responsibility for moving the TENANT, LESSOR will cooperate with appropriate agencies, including but not limited to

the Office of the Public Guardian or local protection and advocacy organizations, to secure suitable housing and will terminate the LEASE.

16. Abandonment

- (a) The TENANT shall be deemed to have abandoned the dwelling unit when (a) the TENANT has provided LESSOR with actual notice indicating intent not to return to the dwelling unit, or (b) the TENANT has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period, or (c) the TENANT has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.
- (b) Seven (7) days after the TENANT has abandoned the dwelling unit, LESSOR may secure the dwelling unit and the TENANT shall be deemed to have abandoned any personal property remaining in the dwelling unit. LESSOR may remove any personal property from the dwelling unit and dispose of personal property. Nothing in this section shall affect any other remedies provided to LESSOR under this LEASE.

17. Lease Modifications and Riders

Any modification of this LEASE must be accomplished by a written rider to the LEASE executed by LESSOR and the TENANT, the only exception being for modifications of rent pursuant to Section 5.4 of this LEASE.

18. CHA Leaseholder Housing Choice and Relocation Rights Contract

At the time this LEASE becomes effective, all of the provisions contained in the CHA Leaseholder Housing Choice and Relocation Rights Contract ("the Contract") will apply to families as provided in the General Purpose Section of said Contract. All of the rights and provisions of the said Contract are incorporated by reference herein and made part of this LEASE, as if more fully set forth herein. In the event of LEASE termination for purposes of any temporary moves under the Contract, the provisions and rights of the said Contract will survive the termination of the LEASE and will continue in effect.

19. Employment Requirements

TENANT will comply with Working or Non-Working Lease Riders as applicable.

20. Community Service Requirements/Economic Self-Sufficiency Programs

- (a) Community Service requirements and Economic Self-Sufficiency Programs mandate that each adult household member not eligible for an exemption shall either contribute eight (8) hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight (8) hours per month.
- (b) Each adult household member not eligible for an exemption is required to comply with this Community Service Requirement or Economic Self-Sufficiency Program.
- (c) In the event the TENANT does not comply with Community Service Requirements or

Economic Self-Sufficiency Programs, LESSOR will not renew or extend the TENANT'S Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.

- (d) Based on consideration of the "Tenant's efforts to comply with this Section, the "LESSOR" reserves the right to enter into a written agreement with the "TENANT" before the expiration of the Lease term to cure any non-compliance with Community Service or Economic Self-Sufficiency Programs.
- (e) In the event HUD approves CHA's Economic Independence Policy (EIP) requiring 30 hrs, rather than 8 hrs per month of volunteer service the EIP will apply.

21. Loss of Operating Subsidies

- (a) The LESSOR'S operation of all CHA assisted units, including this unit, is supported in part by operating subsidies which the CHA is obligated to pay LESSOR. The CHA in turn receives from HUD operating assistance which it uses to pay such operating subsidies. Rent paid by the TENANT under the LEASE Agreement may be less than the cost of operation of the Unit. If, as a result of a reduction in Congressional appropriations or any other change in applicable law, the CHA is unable to meet its contractual obligation to pay LESSOR operating subsidies with respect to all CHA assisted Units, the LESSOR is legally permitted under Section 35 and applicable regulations of the United States Housing Act of 1937 to deviate, under certain conditions, from the otherwise applicable restrictions under the Act regarding rents, income eligibility, and other areas of public housing management.
- (b) Notwithstanding any other provisions of the LEASE or this RIDER, under certain circumstances, subject to the limitations described in Section 35 and applicable regulations, pursuant to the terms of the Regulatory and Operating Agreement with the CHA, the LESSOR may take reasonable steps to put the project on sound financial footing, including increasing the rents up to market level, upon such notice to the TENANT, as required under state law. Instead of, or in combination with, such actions by the LESSOR, the CHA may provide a replacement public housing unit, or Section 8 certificate, or voucher to TENANT. Subject to the limitations described in Section 35 and applicable regulations, the TENANT agrees that he/she will accept and relocate to such replacement unit, or pay such additional rent (not to exceed market rent).

TENANT (Head of Household) _____

Co-Head (if applicable) _____

Address _____ Apartment No. _____

Authorized Household Members. The TENANT's household is composed of the authorized household members listed below:

Name	D.O.B – mm/dd/yy	Relationship to Head	Social Security Number
		Head	
		Foster Child	
		Foster Child	
		Live In Aide	

1. Initial Rent: Is prorated for a partial month and shall be \$ _____.

Monthly Rent: After the initial rent established in (4) above rent in the amount of \$ _____ per month, shall be payable in advance on the First day of each month.

This rent is an: _____ income-based rent _____ flat rent

2. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below:

3. Renewal: This LEASE and RIDER shall be automatically renewed for the successive ~~term~~term of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the LEASE and RIDER Terms and Conditions. Adjustments to rent will be made by written notice to the TENANT or by executing a new LEASE Contract.

4. ~~2.~~ Security Deposit: TENANT agrees to pay \$ _____ as a security deposit in accordance with the Terms and Conditions of this RIDER.

5. ~~3.~~ Utilities and Appliances:

If utilities are furnished by LESSOR, check below:

Heat _____ Hot Water _____ Cold Water _____ Electricity _____ Gas _____

If TENANT pays for utilities, check below:

Heat _____ Hot Water _____ Cold Water _____ Electricity _____ Gas _____

If TENANT owns or pays for appliance, check below:

Stove _____ Refrigerator _____ Other _____

6. Utilities Allowances TENANT-Paid Utilities

If TENANT pays for utilities, as indicated by an (X) above, LESSOR shall provide TENANT with a Utility Allowance in the monthly amount of \$ _____ for which the TENANT has the responsibility to maintain utilities in the unit and to make payments directly to the utility supplier. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. In the event that the allowance exceeds the TENANT's monthly rent (Total Tenant Payment), the excess amount will be transmitted directly to utility providers on behalf of the TENANT.

If the TENANT pays for utilities, by their signature below, the TENANT agrees to sign a third-party notification agreement with the utility company so that LESSOR will be notified if the TENANT fails to pay the utilities.

1. Accessible Features: TENANT has represented to LESSOR and LESSOR has verified the need based on a verified disability for the following accessible feature(s) (check all that apply):

- | | |
|--------------------------------|--|
| _____ A separate bedroom | _____ Unit for Hearing-Impaired |
| _____ A barrier-free apartment | _____ BR Bath on 1 st floor |
| _____ One-level unit | _____ Other _____ |
| _____ Unit for Vision-Impaired | |

2. Alternate form of communication or accessible format for written notices: TENANT has represented to LESSOR and LESSOR has verified the need for the following alternate form of communication or accessible format:

EXECUTION AND CERTIFICATION

By signature below, the TENANT(S) agree(s) to the Terms and Conditions of this RIDER. By the signature, below, the TENANT(S) also acknowledges that the Terms and Conditions of this RIDER Agreement have been received and thoroughly explained to me.

TENANT hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to LESSOR before execution of the LEASE or before LESSOR approval for occupancy of the unit by the TENANT.

TENANT further certifies that all information or documentation submitted to the LESSOR before and during the LEASE term are true and complete to the best of my knowledge and belief. If fraudulent information is provided, the TENANT understands that the LEASE may be terminated or the rent retroactively increased.

TENANT (Authorized Head of Household) _____ Date _____

Co-head of Household (if applicable) _____ Date _____

LESSOR Manager _____ Date _____

Witness _____ Date _____

ATTACHMENTS TO THE RIDER:

If indicated by an (X) below, LESSOR has provided the TENANT with the following attachments and information:

_____ CHA Resident's Grievance Procedures

School's Truancy Policy
Information on Lead Poisoning
City of Chicago "Landlord and Tenant Ordinance" Summary
CHA Leaseholder Housing Choice and Relocation Rights Contract- 10/1/99
CHA Leaseholder Housing Choice and Relocation Rights Contract- Post 10/1/99

Items listed above are subject to updating by LESSOR

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

DOROTHY GAUTREAUX, <i>et al.</i>)	
)	
Plaintiffs,)	
)	
v.)	No. 66 C 1459
)	
)	Hon. Marvin E. Aspen
CHICAGO HOUSING AUTHORITY, <u>et al.</u> ,)	
)	
Defendants.)	

CABRINI-GREEN LOCAL ADVISORY COUNCIL,)	
)	
Plaintiff,)	
)	
v.)	No. 96 C 6949
)	
)	Hon. David H. Coar
CHICAGO HOUSING AUTHORITY, <u>et al.</u> ,)	
)	
Defendants.)	

NOTICE OF FILING

Please take notice that on October 20, 2006 the attached PLAINTIFF'S SECOND MOTION TO COMPEL ENFORCEMENT OF THE CONSENT DECREE was filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, a copy of which is herewith served upon you.

s/ Richard M. Wheelock
Attorney for the Cabrini-Green LAC

Richard M. Wheelock
Nicki Bazer
Diana White
Legal Assistance Foundation
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(312) 341-1070

Certificate of Service

I, Richard Wheelock, certify that a copy of this notice of filing and PLAINTIFF'S SECOND MOTION TO COMPEL ENFORCEMENT OF THE CONSENT DECREE were electronically served upon the counsel listed below on or before 5:00 p.m. on October 20, 2006.

/s/ Richard M. Wheelock

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