



**WHEDA**

**WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY**

**APARTMENT LEASE**

**1. PARTIES.**

This Apartment Lease is between \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Resident"). The Management Agent, whose name, office address and telephone number are set forth below, is authorized to act on behalf of Owner both in signing and enforcing the terms of this Lease and in receiving rent, managing and maintaining the premises, and accepting legal process and other notices and demands.

Management Agent Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

Telephone Number/TDD Number: \_\_\_\_\_

**2. DWELLING UNIT.**

Owner leases to Resident unit number \_\_\_\_\_, located at \_\_\_\_\_, Wisconsin, in the development known as \_\_\_\_\_ ("Development").

**3. LENGTH OF TIME (TERM).**

The initial term of this Lease shall begin on \_\_\_\_\_, 20\_\_, and end on \_\_\_\_\_, 20\_\_. After the initial term ends, the Lease will continue for successive terms of one month each unless terminated as permitted by section 22 of this Lease. The Resident will occupy the premises on \_\_\_\_\_, 20\_\_, and agrees to pay prorated rent of \$\_\_\_\_\_ for the period from \_\_\_\_\_, 20\_\_, through \_\_\_\_\_, 20\_\_.

**4. RENT.**

a. TENANT RENT. Resident agrees to pay \$\_\_\_\_\_ per month (the "Tenant Rent"). Tenant Rent is due the first day of the month. Tenant Rent may be paid in any form of legal tender. Checks and money orders shall be made payable to:

\_\_\_\_\_. Payments may be made in person at \_\_\_\_\_ or mailed to \_\_\_\_\_.

b. HOUSING ASSISTANT PAYMENT. The Wisconsin Housing and Economic Development Authority ("WHEDA"), formerly known as the Wisconsin Housing Finance Authority ("WHFA") makes a monthly payment (the "Assistance Payment") to Owner on behalf of Resident. The amount, if any, is called the Tenant Assistance Payment and is shown as the "Assisted Payment" on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 which is Attachment No. 1 to this Lease. WHEDA receives the Assistance Payment from the U.S. Department of Housing and Urban Development ("HUD"). Resident understands and agrees that the actual rent for the dwelling unit is the "Contract Rent" shown on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 and that, as a result of the Assistance Payment, Resident will pay only the "Tenant Rent" shown on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 as amended from time to time.

- c. LATE PAYMENT. If the Resident does not pay the full amount of the rent by the end of the fifth day of the month in which it is due, Resident agrees to pay to Owner a late charge, in addition to the Tenant Rent, of \$\_\_\_\_\_ on the sixth day of the month plus \$1.00 for each additional day the Tenant Rent remains unpaid during the month it is due.
- d. RETURNED CHECKS. Resident also agrees to pay an amount equal to any bank charges incurred by Owner for returned Resident checks not honored for payment. Any such late charges and bank charges shall be paid monthly in addition to the Tenant Rent.

Owner may not terminate this Lease for the sole reason of failure to pay late charges, although Owner may withhold late charges due from Resident's security deposit [see section 15(b)(3)]. Owner may terminate this Lease for nonpayment of Tenant Rent as explained in section 22.

**5. CHANGES IN TENANT RENT.**

Resident agrees that the amount of Tenant Rent and/or the amount of Assistance Payment may be changed during the term of this Lease, and the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 may be appropriately amended, if:

- a. HUD or WHEDA determines, in accordance with HUD procedures, that an increase in rents is needed;
- b. WHEDA changes any allowance for utilities or services considered in computing the Resident's share of the rent;
- c. The income, number of persons in Resident's household, or other factors considered in calculating Tenant Rent change and HUD procedures provide that Tenant Rent or Assistance Payment be adjusted to reflect the change;
- d. Changes in Tenant Rent or Assistance Payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing Tenant Rent or Assistance Payment change; or
- f. Resident fails to provide information on his/her income, family composition or other factors as required by Owner.

Owner agrees to implement changes in Tenant Rent or Assistance Payment only in accordance with the time schedules and administrative procedures set forth in WHEDA and HUD Handbooks, instructions and procedures related to administration of multifamily subsidy programs (the "Program Regulations"). Owner agrees to give Resident at least 30 days advance written notice of any increase in Tenant Rent except as noted in sections 8, 11(c), or 17 herein. The notice will state the new Tenant Rent, the date the new Tenant Rent is effective and the reasons for the changes in Tenant Rent. The notice will also advise Resident that he/she may meet with Owner within 10 days of the date of the notice to discuss the changes.

**6. CONDITION OF DWELLING UNIT.**

By signing this Lease, Resident acknowledges that the dwelling unit is safe, clean and in good condition. Resident agrees that all appliances and equipment in the unit are in good working order, except as described in the Unit Inspection Report (Attachment 2). Resident acknowledges that the Owner has given him/her a total of seven days to complete the Unit Inspection Report. Resident also agrees that Owner has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

**7. CHARGES FOR UTILITIES AND SERVICES.**

The "Utility Allowance" (shown on Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 is deducted from Gross Rent in recognition of the following utility services which are payable by Resident as they are billed (strike inapplicable items): gas, electricity, water, (other: \_\_\_\_\_). Because an allowance in Gross Rent is given for utilities, Resident's failure to promptly pay utility bills shall be deemed to be nonpayment of Tenant Rent.

Owner agrees to pay for and provide Resident with the following utilities: gas, oil, electricity, heat, hot water, water and sewer, (others:) \_\_\_\_\_(strike inapplicable items).

Contract Rent does not include those items listed below for which an additional charge per month may be collected.

ITEM	AMOUNT
_____	_____
_____	_____
_____	_____

Owner certifies that WHEDA has authorized Owner to collect the above listed charges and that the amounts do not exceed the amounts authorized by HUD and WHEDA.

**8. REGULARLY SCHEDULED RECERTIFICATION.**

From time to time, including every year on or about the \_\_\_\_\_ day of \_\_\_\_\_, Owner will request Resident to report the income and composition of Resident's household and to supply any other information required by HUD and/or WHEDA for the purpose of recomputing Tenant Rent and Assistance Payment if any. Resident agrees to provide accurate statements of this information and to do so by the date specified in Owner's request. The Owner will verify the information supplied by Resident and use the verified information to recomputed the amount of Tenant Rent and Assistance Payment as shown on the Certification of Recertification of Tenant Eligibility. Owner may amend the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1 accordingly.

**a. *If Resident does not submit the required recertification information by the date specified in Owner's request, Owner may impose the following penalties.***

**(1) *Require Resident to pay the Contract Rent for the unit; and***

**(2) *Implement any increase in Tenant Rent resulting from the recertification process without providing the 30-day notice otherwise required by section 5 herein.***

***The Owner may implement these penalties in accordance with the administrative procedures and time frames specified in Program Regulations, handbooks and instructions related to the administration of multifamily subsidy programs.***

**b. *Resident may request to meet with Owner to discuss any change in Tenant Rent or Assistance Payment resulting from the recertification process. If Resident requests such a meeting, Owner agrees to meet with Resident within 10 days of the date of the notice and discuss how Tenant Rent and Assistance Payment were computed.***

**9. REPORTING CHANGES BETWEEN REGULARLY SCHEDULED RECERTIFICATION.**

- a. If any of the following changes occur, the Resident agrees to advise the Owner immediately:
- (1) Any member of the Resident's household moves out of the unit; or
  - (2) An adult member of the Resident's household who was reported as unemployed on the most recent certification or recertification obtains employment.
  - (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Resident may report any decrease in income or any change in other factors considered in calculating the Tenant Rent. Unless the Owner has confirmed that the decrease in income or change in other factors will last less than one month, the Owner will verify the information and make the appropriate rent reduction. However, if the Resident's income will be partially or fully restored within two months, the Owner may delay the certification process until the new income is known, but the reduction in Tenant Rent will be retroactive and the Owner may not evict the Resident for nonpayment of Tenant Rent due during the period of the reported decrease and the completion of the certification process. The Resident has 30 days after receiving written notice of any Tenant Rent due for the above described time period to pay or the Owner can evict for nonpayment of Tenant Rent.
- c. If Resident does not advise Owner of these interim changes, the Owner may increase the Tenant Rent to the HUD-approved market rent. The Owner may do so only in accordance with time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy payments.
- d. The Resident may request to meet with the Owner to discuss how any change in the Resident's income or other factors affected the Tenant Rent or Assistance Payment, if any. If the Resident requests such a meeting, the Owner agrees to meet with the Resident within 10 days of the date of the request and explain how the Tenant Rent or Assistance Payment, if any, was computed.

**10. KEYS AND LOCKS.**

The Resident agrees not to install additional or different locks on any doors or windows of the unit without the written permission of Owner. If Owner approves Resident's request to install such locks, Resident agrees to provide Owner with a key for each lock. When this Lease ends, Resident agrees to return all keys to the unit to Owner. Owner may charge Resident \$5.00 for each key not returned.

**11. MAINTENANCE.**

- a. Owner agrees to provide the following services and maintenance:
- (1) regularly clean all common areas of the Development;
  - (2) comply with the requirements of all applicable building and housing codes materially affecting the health and safety of Resident;
  - (3) make all needed repairs and do whatever is necessary to keep the unit in a fit and habitable condition with reasonable promptness;
  - (4) maintain electrical, plumbing, sanitary, heating, ventilating, elevator and other facilities of the Development in good and safe working order;
  - (5) provide and maintain appropriate trash receptacles about the Development and to collect trash on a regular basis;

- (6) supply running water and reasonable amounts of hot water and heat (unless a related Utility Allowance is made under section 7);
  - (7) provide extermination services as necessary; and
  - (8) maintain Development grounds and shrubs.
- b. Resident agrees to:
- (1) keep the unit clean;
  - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
  - (3) not litter the grounds or common areas of the Development;
  - (4) not destroy, deface, damage or remove any part of the unit, common areas or Development grounds;
  - (5) give Owner prompt notice of any defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the unit or related facilities;
  - (6) remove garbage and other waste from the unit in a clean and safe manner and to comply with all state and local laws/ordinances regarding recyclables;
  - (7) provide whatever insurance Resident deems necessary to protect all Resident's personal possessions;
  - (8) maintain sufficient heat to prevent unit pipes from freezing
- c. Whenever damage is caused by carelessness, misuse or neglect on the part of the Resident or his/her family or visitors, Resident agrees to pay:
- (1) the cost of all repairs and to do so within 30 days after the receipt of the owner's demand for payment of the repair damages; and
  - (2) rent for the period unit is damaged whether or not the unit is habitable. Resident understands that WHEDA and HUD will not make Assistance Payments for any period in which the unit is not habitable. For any such period, Resident agrees to pay the Contract Rent rather than the Tenant Rent.

**12. RESTRICTIONS ON ALTERATIONS.**

Resident agrees not to do any of the following without first obtaining Owner's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper or contact paper in the unit;
- c. attach awnings or window guards in/on the unit;
- d. attach or place any fixtures, signs or fences in/on the building(s), the common areas or the Development grounds;
- e. attach any shelves, screen doors or other permanent improvements in/on the unit;

- f. install washing machines, dryers, fans, heaters or air conditioners in/on the unit;
- g. place any aerials, antennas or other electrical connections in/on the unit;
- h. The Owner agrees to provide reasonable accommodation to an otherwise eligible Resident's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Owner is not required to provide accommodations that constitute a fundamental alteration to the Owner's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Owner must then allow the Resident to make and pay for the modification in accordance with the Fair Housing Act.

**13. GENERAL RESTRICTIONS.**

Resident must live in the unit and the unit must be Resident's only place of residence. Resident shall use the unit only as a private residential dwelling for Resident and Resident's immediate family as listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. Resident agrees that no other person(s) may reside in the unit without first obtaining the written approval of the Owner. Resident agrees not to:

- a. sublet or assign the unit or any part of the unit;
- b. have pets or animals of any kind in the unit without the prior written permission of Owner, but the Owner will allow the Resident to keep an animal needed as a reasonable accommodation to the Resident's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- c. make or permit noises or acts which may disturb the rights or comfort of neighbors. Resident agrees specifically to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
- d. engage in or permit any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere on or near the Development; or
- e. engage in or permit any other unlawful activity in the unit or on the Development.

**14. RULES.**

Resident agrees to obey the "House Rules" which is Attachment 4 to this Lease. Resident agrees to obey additional rules established after the effective date of this Lease if:

- a. the rules are reasonably related to the safety, care or cleanliness of the Development or the safety, comfort or convenience of the Development residents; and
- b. Resident receives written notice of the proposed rule at least 30 days before the rule is enforced.

**15. SECURITY DEPOSITS.**

Resident has deposited \$\_\_\_\_\_ with Owner as a "Security Deposit" including \$\_\_\_\_\_ as a Security Deposit related to Resident's pet. Owner will hold the Security Deposit for the term of the Lease. After Resident has moved from the unit, Owner will determine whether Resident is eligible for a refund of any or all of the Security Deposit. The amount of any refund will be determined in accordance with the following conditions and procedures, applicable local ordinances and state law.

- a. After Resident has moved from the unit, Owner will inspect the unit and complete another Unit Inspection Report. Owner will permit Resident to participate in this inspection, if Resident so requests.
- b. Owner will refund to Resident an amount equal to the Security Deposit (plus simple interest on the Security Deposit computed at the current prevailing rate, beginning \_\_\_\_\_ and ending on the date Resident moves out of the unit), less any amount needed to pay, in the following order, the cost of:
  - (1) unpaid Tenant Rent, payment for which Resident is responsible;
  - (2) repairing damages which are not due to normal wear and tear and are not listed on the attached Unit Inspection Report, including damages caused by Resident's pet(s);
  - (3) charges for late payment of Tenant Rent and returned checks, as described in section 4; and
  - (4) charges for unreturned keys, as described in section 10.
- c. Owner agrees to refund the amount computed under section 15(b) within 21 days after Resident has permanently moved out of the unit and returned possession of the unit to Owner. Deposits shall be returned in person or by mail to the last known address of the Resident. Owner will also give Resident a written list of charges which were subtracted from the Security Deposit. If Resident disagrees with Owner concerning the amounts deducted and asks to meet with the Owner, the Owner agrees to meet with Resident within 10 days of the date of the request and informally discuss the disputed charges.
- d. If Resident is more than one person, each person agrees that he/she will work out the details of dividing any Security Deposit refund among themselves. Owner may pay the refund to any one person identified in section 1 of this Lease as a Resident.
- e. Resident understands that Owner will not count the amount of the Security Deposit toward the final month's Tenant Rent due or toward any amounts due Owner under section 11(c).

**16. REMOVAL OF ASSISTANCE.**

- a. The Resident understands the Assistance Payment made available on his/her behalf may be terminated if any of the following events occur. Termination of assistance means that the Owner may make the assistance available to another resident and the Tenant Rent will be recomputed. In addition, if the Resident's assistance is terminated because of criteria (1) or (2) below, the Resident will be required to pay the HUD/WHEDA approved Contract Rent for the unit.
  - (1) The Resident deliberately submits to Owner false information on any application, certification, recertification or request for interim adjustment for the purpose of obtaining a higher assistance payment or lower Tenant Rent, provided WHEDA approves the termination;
  - (2) The Resident does not provide Owner with the information or reports required by sections 8 or 9 within ten (10) calendar days after receipt of Owner's notice of intent to terminate Assistance Payment; or
  - (3) The amount the Resident would be required to pay towards rent and utilities under HUD rules and regulations equals the Gross Rent as shown on the Certification and Recertification of Tenant Eligibility.

- b. The Owner agrees to give the Resident written notice of the proposed termination of Assistance Payment. The notice will advise the Resident that, during the ten (10) calendar days following the date of the notice, the Resident may request to meet with Owner to discuss the proposed termination. If Resident requests such a meeting, Owner agrees to so meet with Resident.
- c. Termination of Assistance Payment shall not affect Resident's other rights under this Lease, including the right to occupy the unit. If the Assistance Payment is terminated pursuant to sub-sections 16(a) (2) or 16(a) (3), the Assistance Payment may subsequently be reinstated if Resident submits the data required by the Program Regulations and Owner determines that the Resident is eligible for assistance, and assistance is available.

**17. RESIDENT OBLIGATION TO REPAY.**

If Resident submits false or misleading information on any application, certification or request for interim adjustment, or does not report interim changes in family income or other factors as required by section 8 or 9 of this Lease, and if, as a result, is charged a Tenant Rent less than the amount required by HUD's rent formulas, Resident agrees to reimburse Owner for the difference between the Tenant Rent he/she should have paid and the Tenant Rent he/she was charged. Resident is not required to reimburse Owner for undercharges in Tenant Rent caused solely by Owner's failure to follow HUD procedures for computing rent or assistance payments.

**18. SIZE OF DWELLING.**

Resident understands that Program Regulations require Owner to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If Resident is or becomes eligible for different size unit and the required size unit becomes available, Resident agrees to:

- a. move to the available unit within 30 days after Owner notifies Resident that the unit is available; or
- b. remain in the same unit the Resident is then occupying and pay the Contract Rent.

**19. LANDLORD ENTRY OF PREMISES.**

The Owner agrees to enter the unit only during reasonable hours, but only after giving a 12 hour notice advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Resident's consent to do so, except the Owner may enter the unit at any time without advance notice when there is reasonable cause to believe that an emergency exists which, in Owner's judgment, makes it necessary for Owner to enter the unit without notice. Owner shall promptly notify Resident in writing of the date, time and purpose of such emergency entry, as well as of the nature of the emergency or except under paragraph (c) below.

- a. Resident agrees to permit Owner, Owner's agents or other persons, authorized by Owner, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After Resident has given notice of intent to move, Resident agrees to permit Owner to show the unit to prospective residents during reasonable hours.
- c. If Resident moves before this Lease ends, Owner may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

**20. DISCRIMINATION PROHIBITED.**

Owner agrees to comply with the provisions of any federal, state or local law prohibiting discrimination in housing against any persons on grounds of race, color, religion, creed, national origin, sex, age, handicap, ancestry, sexual orientation, marital status of a person maintaining a household, lawful source of income, familial status or in any other manner prohibited by federal, state or local law, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975 and the regulations and administrative procedures implementing the foregoing.

Owners may select residents on the basis of age, handicap or income level in relation to housing specifically designed to meet the needs of elderly, handicapped or lower-income individuals, and as required by any federal or state subsidy program which benefits the development.

Owner agrees to consider all requests, for reasonable modification to allow for full access to persons with handicaps in accordance with Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

**21. CHANGES IN LEASE.**

Owner may, with the prior approval of WHEDA, change the terms and conditions of this Lease. Except as otherwise provided herein, any changes will become effective only at the end of the initial term or a successive term. Owner must notify Resident of any change in the Lease and must offer Resident a new lease or an amendment to the existing Lease. Resident must receive a notice at least 60 days before the proposed effective date of the change. Resident may accept the changed terms and conditions by signing the new lease or the amendment to the existing Lease and returning it to the Owner. Resident may reject the changed terms and conditions by giving Owner written notice that Resident intends to terminate the tenancy. Resident must give such notice at least 28 days before the proposed change will go into effect. If Resident does not accept the amended lease, Owner may require Resident to move from the Development, as provided in section 22.

**22. TERMINATION OF TENANCY.**

- a. To terminate this Lease, Resident must give Owner written notice not less than 28 days prior to the expiration of the Lease term.
- b. Any termination of this Lease by Owner must be carried out in accordance with Program Regulations, state and local law and the terms of this Lease.
- c. Owner may terminate this Lease for the following reasons:
  - (1) Resident's material failure to carry out obligations under any Wisconsin Landlord/Tenant Law;
  - (2) Resident's material noncompliance with the terms and conditions of this Lease;
  - (3) Resident, any member of Resident's household, or any guest of Resident or other person under Resident's control may not illegally manufacture, sell, distribute, use or possess with intent to manufacture, sell, distribute, or use a controlled substance as described in the Controlled Substances Act, 21 U.S.C. section 802 as amended;
  - (4) drug related criminal activity engaged in on or near the Development, by any Resident, household member, or guest, and any such activity engaged in on the Development by any other person under the Resident's control;

- (5) determination made by the Owner that a household member is illegally using a drug;
- (6) determination made by the Owner that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the development by other residents;
- (7) criminal activity by a Resident, any member of the Resident's household, a guest or another person under the Resident's control:
  - (a) that threatens the health, safety, or right to peaceful enjoyment of the Development by other residents (including property management staff residing on the Development); or
  - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Development;
- (8) if the Resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
- (9) if the Resident is violating a condition of probation or parole under Federal or State law;
- (10) determination made by the Owner that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the Development by other residents;
- (11) if the Owner determines that the Resident, any member of the Resident's household, a guest or another person under the Resident' control has engaged in the criminal activity, regardless of whether the Resident, any member of the Resident's household, a guest or another person under the Resident's control has been arrested or convicted for such activity.
- (12) expiration of the Section 8 Housing Assistance Payments Contract between the Owner and HUD;
- (13) Other good cause as determined by Owner. Other good cause includes, but is not limited to, Resident's refusal to accept Owner's proposed change to this Lease under section 21. Terminations for other good cause may only be effective as to the end of any initial or successive term of the Lease; Resident's material noncompliance with the terms of this Lease.

Material noncompliance includes, but is not limited to:

- (a) one or more substantial violations of the Lease;
- (b) repeated minor violations of the Lease that:
  - (i) disrupt the livability of the Development,
  - (ii) adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the Development and related Development facilities,
  - (iii) interfere with management of the Development, or

- (iv) have an adverse financial effect on the Development;
  - (c) failure of the Resident to timely supply all required information on the income and composition, or eligibility factors of the Resident's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for obtaining wage and claim information of State Wage Information Collections Agencies), or knowingly provide incomplete or inaccurate information; and
  - (d) non-payment of Tenant Rent or any other financial obligation due under the Lease beyond any grace period available under State law. The payment of Tenant Rent or any other financial obligation due under the Lease after the due date, but within the grace period permitted under State law constitutes a minor violation.
- d. If Owner proposes to terminate this Lease, Owner agrees to give Resident written notice of the proposed termination. If Owner is terminating this Lease for "other good cause," the termination notice must be mailed to the Resident and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date Resident will be required to move from the unit. Notices of proposed termination must be given in accordance with any time schedules set forth in State and local law. Any HUD required notice period might run concurrently with any notice period required by State and local law. All Termination notices must:
- (1) specify the date the Lease will be terminated;
  - (2) state the grounds for termination with enough detail for the Resident to prepare a defense;
  - (3) advise the Resident that if he/she remains in the leased unit on the date specified for termination, Owner may seek to enforce the termination only by bringing a judicial action, at which time the Resident may present a defense;
  - (4) in any case in which termination is because of failure to pay Tenant Rent, state the dollar amount of the balance due on the Tenant Rent account and the rate of such computation;
  - (5) in any case in which the termination is for "other good cause," provide that the termination will be effective at the end of the Lease term, but not less than 30 days from the date of the notice; and
  - (6) advise Resident that he/she has 10 days within which to discuss the proposed termination of tenancy with Owner. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If Resident requests a meeting, Owner will discuss the proposed termination with Resident.
- e. If an eviction is initiated, Owner agrees to rely upon those grounds cited in the termination notice required by section 22(c); however, Owner is not precluded from relying on grounds about which Owner had no knowledge at the time the termination notice was sent.
- f. The failure of the Resident to object to the termination notice shall not constitute a waiver of Resident's right to thereafter contest the Owner's action in any court proceeding.

**23. HAZARDS.**

Resident shall not undertake, nor permit Resident's family or guests to undertake, any hazardous acts or do anything that may increase the Development's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind or rain to the extent that the unit cannot be occupied, and the damage is not caused or made worse by Resident, Resident will be responsible for Tenant Rent prorated up to the date the unit is damaged. Additional Tenant Rent will not accrue until the unit has been repaired for occupancy.

**24. PENALTIES FOR SUBMITTING FALSE INFORMATION.**

Knowingly giving Owner false information regarding income or other factors considered in determining Resident's eligibility and Tenant Rent is a material noncompliance with the Lease, which may result in termination of tenancy. In addition, Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

**25. DEATH OF RESIDENT.**

In the event of Resident's death, if Resident is the sole occupant of the unit, Resident's heir(s) and personal representative shall remove Resident's possession from and vacate the unit within 14 days after Resident's death, on which date the term of this Lease shall end. If, after the 14th day the unit is not vacated, Resident heir(s), executors, administrators, successors, and assigns shall be bound to pay the Contract Rent for the unit for all days until the unit is vacated.

**26. SECTION 8 PROGRAM VIOLATION.**

A violation of the Resident's responsibilities under the Section 8 Program, as determined by WHEDA, is also a violation of the Lease.

**27. PET OWNERSHIP.**

If the residents of the Development are only elderly or handicapped persons, Resident and Owner agree that:

- a. Resident is permitted to keep a common household pet in Resident's unit in accordance with the Pet Rules, a copy of which is attached. Any violation of these rules may be grounds for removal of the pet or termination of Resident's tenancy as material noncompliance with the Lease; and
- b. Animals used to assist handicapped persons are excluded from the requirements of the Pet Rules. This does not preclude the owner from enforcing state and local health and safety laws, if they apply. Nor does it preclude the owner from requiring that the tenant with a disability who uses an assistance animal be responsible for the care and maintenance of the animal, including the proper disposal of the assistance animal's waste.

Resident agrees to remove from the Development, as soon as is practically possible, but not more than 24 hours after receiving notice from Owner to do so, any pet that Owner reasonably believes is vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the residents of the Development. Unless State or local laws otherwise provide, Owner may enter Resident's unit and remove a pet(s) if Resident refuses to do so after being so notified or if Resident cannot be located in order to provide five-day notice; Owner may then place the pet in a facility that will provide care and shelter for a period not to exceed 30 days. If Resident does not claim the pet during such time, the pet may be destroyed. Resident agrees not to return such pet to the Development without Owner's written approval.

**28. CONTENTS OF THIS LEASE.**

This Lease and its Attachments make up the entire agreement between Resident and Owner regarding the unit. If any court declares a particular provision of this Lease to be invalid or illegal, all other terms of this Lease will remain in effect and both Owner and Resident will continue to be bound by them.

**29. NOTICES.**

Resident agrees to give Owner any notice to be provided under this Lease in writing by personal delivery, or by first class mail, properly stamped and addressed and including a return address, to the Owner at the address shown in section 1.

Owner agrees to give Resident any notice to be provided in writing under this Lease by letter sent first class, properly stamped and addressed and including a return address to Resident's address at the Development and by personal delivery of a copy of the letter to any adult person answering the door, if possible, or else by affixing to the door.

Service is effective once all required notices have been given. The date on which notice is considered to be received is the date on which the notice is mailed or personally delivered, whichever is later.

**30. RESIDENTS' RIGHTS TO ORGANIZE.**

Owner agrees to allow Resident and resident organizers to conduct on the Development the activities related to the establishment or operation of a resident organization set out in accordance with HUD requirements.

**31. RESIDENT INCOME VERIFICATION.**

The Resident must promptly provide the Owner with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

**32. ATTACHMENTS TO THE LEASE.**

Resident certifies that Resident has received a copy of this Lease and the following Attachments to this Lease and understands that these Attachments are part of this Lease:

- a. Attachment 1: Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures
- b. Attachment 2: Unit Inspection Report
- c. Attachment 3: Non-Standard Lease Provisions
- d. Attachment 4: House Rules (if any)
- e. Attachment 5: Pet Rules (if any)

**33. SIGNATURES**

RESIDENT:

1. \_\_\_\_\_ / /  
Date Signed

2. \_\_\_\_\_ / /  
Date Signed

3. \_\_\_\_\_ / /  
Date Signed

OWNER:

\_\_\_\_\_ / /  
Date Signed

By: \_\_\_\_\_



**WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY**

**APARTMENT LEASE**

**ATTACHMENT 3**

**NON-STANDARD LEASE PROVISIONS**

1. Resident will not be eligible for a refund of the Security Deposit unless Resident provides Owner with a 28-day notice of intent to move as required by section 22(a) and/or the resident was unable to give notice for reasons beyond his/her control.

**SIGNATURES**

RESIDENT:

1.	_____	____/____/____ Date Signed
2.	_____	____/____/____ Date Signed
3.	_____	____/____/____ Date Signed

OWNER:

_____	____/____/____ Date Signed
By: _____	