

HOUSING AUTHORITY OF THE CITY OF NEW LONDON

505 Division Street New London, Wisconsin 54961

Phone: (920) 982-8509 Fax: (920) 982-8613

Franklin Park Apartments PUBLIC HOUSING LEASE

1. IDENTIFICATION OF THE PARTIES, PREMISES AND TERM

Franklin Park Apartments does hereby lease to Jody M. Schober known in this Agreement as Tenant/s, the dwelling unit located at 505 Division Street, New London Wisconsin, Apartment Number 512. The term of this lease is from September 12, 2019 through August 31, 2020. *(one year unless the first month was pro-rated).*

Tenant agrees that the persons identified below are the only members of his/her household who will reside at the leased premises:

Names of Household Members:

Jody M. Schober

All members of the household over the age of 18 shall execute this lease and abide by all the terms and conditions contained in the lease.

This unit is to be occupied exclusively as a private resident by the Tenant and approved Household members. This unit is designated as a Non-Smoking Rental Unit.

2. LEASE PAYMENTS

- A. Rent **\$ 505.00**
Monthly rent is due on the first of the month. Rent must be paid by money order, check or cashier's check made payable to **Franklin Park Apartments (FPA)**. This rent will remain in effect unless adjusted in accordance with provisions of Section 5.

- This rent is based on **Franklin Park Apartments** determined flat rent for this unit.
 This rent is based on the income method.

A check returned for non-sufficient funds shall be considered non-payment of rent. In addition to the late charge, the Tenant will be charged a fee equal to the amount charged by the financial institution for returned Tenant checks not honored for payments.

Any ACH payments returned for non-sufficient funds shall be considered non-payment of rent. In addition to the late charge, the Tenant will be charged a fee equal to the amount charged by the financial institution.

No further payments by personal check or ACH will be accepted if a check or ACH is returned for insufficient funds. Payments must be made by money order or cashier's check.

- B. Initial Rent \$ _____

Initial rent is due on or before the first day of occupancy. (*Pro-rated rent is initial rent.*)

- C. **Security Deposit** **\$ 300.00**
Security deposit will be returned when Tenant vacates less the amount needed to cover any rent, or other charges owing, any charges for intentional or negligent damages to the dwelling unit by Tenant, his/her family, dependents or guests. This does not include normal wear and tear. **Franklin Park Apartments** will furnish a written statement of these charges within 21 days after the Tenant has vacated the unit and given his/her new address to **Franklin Park Apartments**. Interest earned on the security deposit account will be used to provide tenant services and activities.

The security deposit may be paid over a three-month period. Initial security deposit to be paid is \$100.00 prior to or when the lease starts and two subsequent payments of \$100.00 or until balance is paid in full. Note: Payment may also be made by a second party (ex. family, Leaven, Salvation Army). Payment in full is required to be paid by the third month.

Failure to pay any portion of the security deposit by the date above will result in termination of the lease.

1. Security deposit at **Franklin Park Apartments** Total Tenant Payment of **\$300.00**.

- D. **Late Charge** **\$ 20.00**
A late charge will be assessed for rent received after the fifth day of the month. If the Tenant fails to pay the rent by the fifth day of the month, **a 5-Day Cure or Quit or; 14-Day Termination Notice to Vacate** will be issued to the Tenant.

- E. Air Conditioner **\$ 15.00**
- F. Freezer \$ _____
- G. Space Heater \$ _____
- H. Total of A, E, F and G **\$ 520.00**

- I. Other Charges
A schedule of charges to Tenants for maintenance and repair other than normal wear and tear are posted at the **Franklin Park Apartments** offices. A copy of the charge list will be provided to the Tenant at move-in and if requested at any time during a lease term. Charges are due and payable on the date stated in the notice in which the charge is made unless a written repayment agreement is entered into with the **Franklin Park Apartments**.

3. UTILITIES

A. **Franklin Park Apartments**

1. **Franklin Park Apartments** will not be responsible for failure to furnish utilities for any cause beyond its control.
2. Tenant **must use** the stove and refrigerator provided by **Franklin Park Apartments**.
3. **Franklin Park Apartments** agrees to furnish the following utilities as part of the monthly rent: heat, electricity, hot water, water, sewer and trash.
4. The monthly rent does not include the following items for which an additional fee is charged: individual dwelling unit air conditioners, space heaters and freezers.

5. **Franklin Park Apartments** prohibits the use of washers, dryers, electric heaters, power tools or other appliances that increase gas or electrical consumption, cause annoyance, or cause potential hazards to tenants.

4. OTHER SERVICES

Franklin Park Apartments agrees to provide facilities for garbage collection and recycling. Tenant agrees to follow Wisconsin Statute 159.11, which states that recycling is mandatory. **Franklin Park Apartments** on First floor provides containers for recyclables. Containers are marked to indicate how to separate the recyclable items. No garbage should be left next to the recycling containers.

5. ANNUAL RENT RECERTIFICATION

- A. Once every year, Tenant agrees to furnish accurate information and certifications regarding family composition and income to the **Franklin Park Apartments** in order to make determinations with respect to rent, eligibility and dwelling size.
- B. Families may change the rent calculation method at the annual recertification.
- C. At annual recertification, the Tenant shall certify to compliance with the eight (8) hour per month Community Service requirement, if applicable.

6. INTERIM RENT ADJUSTMENTS/RECERTIFICATIONS

- A. The rent will remain in effect for the period between regular rent redeterminations, unless during such period:
 1. Tenant can show a change in his/her circumstances, which would justify a reduction in rent. In order to decrease the rent, **Franklin Park Apartments** must be notified in writing prior to the fifteenth of the month for changes that may occur for the following month.
 2. Tenant's gross household income increases. The tenant **must notify Franklin Park Apartments in writing** of the increase **within the month** the change occurs unless the family is paying flat rent.
- B. In the event of any rent adjustment **Franklin Park Apartments** deliver a "Lease Agreement Amendment" to the Tenant in accordance with Section 13. In the case of rent decreases, the adjustment will become effective the first day of the following month, provided that the Tenant has timely reported such change. In the case of rent increases, the adjustment will take effect the first day of the second following month.
- C. If it is found that Tenant has misrepresented to **Franklin Park Apartments** the facts upon which his/her rent is based, so that the rent he/she is paying is less than he/she should have been charged, then the increase in rent will be made retroactive to the first of the month following the month in which the misrepresentation occurred.
- D. **Unit Transfers:** The following transfers are mandatory for the Tenant:
 1. The Tenant household is without disability and occupies a dwelling unit which has special features designed for persons with a disability, or;
 2. It has become necessary for **Franklin Park Apartments** to perform demolition / disposition / rehabilitation or revitalization of the dwelling unit, or;
 3. Emergency.

In the case of mandatory transfers, the Tenant shall be required to move into the dwelling unit made available by **Franklin Park Apartments**. Tenant shall be given 15 days' notice time in which to move following delivery of a transfer notice. If the Tenant refuses to move, the **Franklin Park Apartments** may terminate the lease.

Residents who wish to dispute mandatory transfers are permitted to use **Franklin Park Apartments** Grievance Procedure.

Franklin Park Apartments will consider any Tenant requests in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

- E. Families who have chosen the flat rent option may request a reexamination and change to the income method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change. The family cannot go back to flat rent until their next annual redetermination. The Board of Commissioners approves the Flat Rent schedule annually.
- F. If the Tenant reports no income, they are subject to review every sixty days.

7. OCCUPANCY OF THE DWELLING UNIT

- A. Tenant agrees not to assign this lease, or to sublet or transfer possession of the premises. **Tenant agrees that no one other than individual's identified in Section 1 can use their address as a mailing address.**
- B. Tenant agrees not to give accommodation to boarders or lodgers. This does not include reasonable accommodation of Tenant's guests or visitors.
- C. Tenants can have overnight guests, but not more than a total of fourteen (14) days during a twelve (12) month period unless written permission is received from **Franklin Park Apartments**. In other words, if an overnight guest was visiting for seven (7) days, the Tenant can only have the same or another guest for seven (7) days during the balance of the twelve month period.
- D. Tenant agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and his/her family. **Franklin Park Apartments** may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the **Franklin Park Apartments** policy on such activities.
- E. Tenant occupancy may include a foster child or live-in aide when documentation is provided and **Franklin Park Apartments** approves the individual for residence.
- F. If the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease, THEN, **Franklin Park Apartments** would assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, **Franklin Park Apartments** will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section 14 of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with the lease terms.

- G. **Changes in family composition.** Tenant agrees to wait for **Franklin Park Apartments** approval before allowing additional persons to move into the premises but excludes natural births.

This applies to any adult member who was removed from the lease, Live-in Aides, foster children or adults. **Franklin Park Apartments** shall approve the additions if they pass the screening and appropriate size unit is available. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, for which **Franklin Park Apartments** may terminate the lease in accordance with Section 14. **Franklin Park Apartments will not add any adult member to the lease unless Franklin Park Apartments has screened the applicant and approved the adult member.**

8. TENANT RESPONSIBILITIES

The following are tenant responsibilities:

- A. To pay rent on time.
- B. To abide by necessary and reasonable regulations promulgated by **Franklin Park Apartments** for the benefit and well-being of the housing project and the Tenants (House Rules) (Pet Policy)(Smoking Policy). Violations of the Pet Policy and/or House Rules constitute a violation of the lease.
- C. To comply with applicable provisions of building and housing codes materially affecting health and safety.
- D. To keep dwelling unit and other areas assigned to Tenant's exclusive use clean and in safe condition.
- E. To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a safe and sanitary manner. To recycle paper and other recyclable products.
- F. To use all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, in the manner in which they were intended to be used.
- G. To refrain from, and to cause other family members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project facilities.
- H. Make any alterations to unit without first obtaining **Franklin Park Apartments** permission in writing.
- I. **Must Not** remove window stops from **Franklin Park Apartments** windows.
- K. To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the dwelling unit or the project caused by Tenant, Tenant's household or guests.
- J. Not remove any batteries, or tamper with a smoke detector or fail to notify **Franklin Park Apartments** if the smoke detector is inoperable for any reason.
- K. Promptly notify **Franklin Park Apartments** of any pest infestations noted in or around their dwelling unit.
- L. Fully cooperate in any pest control efforts made by **Franklin Park Apartments**.
- N. **Must Not** park unregistered vehicles on the property or park any vehicle in an unauthorized location. **Franklin Park Apartments resident must only use their assigned parking spots. Franklin Park Apartments staff must approve all re-assigned parking prior to any tenant moving their vehicle.**

- O. To act and cause household members or guests to act in a manner which will not disturb other Tenant's peaceful enjoyment of their accommodations. Conduct will be conducive to maintaining the project in a decent, safe and sanitary condition.
- P. To assure that Tenant, any member of Tenant's household, a guest or any other person under Tenant's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants, or
 2. Any drug-related criminal activity **on-or-off** the premises, or:
 3. Engaging in alcohol abuse or a pattern of alcohol abuse that **Franklin Park Apartments** determines interferes with health, safety, or right to peaceful enjoyment of the premises by other Tenants.
 4. Illegal use of a controlled substance, or whose illegal use of a controlled substance is determined by **Franklin Park Apartments** to interfere with the rights of other Tenants.

The term drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a controlled substance, as defined in Section 102 of the Controlled Substances Act.

Criminal activity is cause for eviction. The entire family even in the absence of a conviction or arrest may be evicted.

9. Franklin Park Apartments RESPONSIBILITIES

The following are the **Franklin Park Apartments** responsibilities:

- A. To maintain the dwelling unit and the project in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the dwelling unit.
- D. To keep project buildings, facilities and common areas in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied by **Franklin Park Apartments**.
- F. To provide and maintain appropriate receptacles and facilities for garbage and recyclables.
- G. To supply running water and reasonable amounts of hot water. To provide reasonable amounts of heat at appropriate times of the year.
- H. To notify Tenant of any proposed adverse action by **Franklin Park Apartments** . This includes, but is not limited to, termination of lease, transfer of Tenant to another unit or imposition of charges for maintenance and repair.
- I. Comply with the Violence Against Women Act Protections.

10. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:

- A. Tenant should immediately notify **Franklin Park Apartments** of damage to dwelling unit creating a condition, which threatens life, health or safety of the occupants.
- B. **Franklin Park Apartments** is responsible for repair of the dwelling unit within a reasonable time; provided, that if the damage was caused by the Tenant, Tenant's household or guests, the cost of the repairs shall be charged to the Tenant.
- C. **Franklin Park Apartments** will offer standard alternative accommodations, if available, where necessary repairs cannot be made or abated within five days.

11. INSPECTIONS

- A. **Franklin Park Apartments** and Tenant or representative shall inspect the unit upon occupancy. **Franklin Park Apartments** will furnish Tenant with a copy of the Move-In/Move-Out Form, which indicates the condition of the unit and the equipment provided with the unit. The Move-In/Move-Out Form will be signed by **Franklin Park Apartments** and Tenant and a copy kept on file by **Franklin Park Apartments**.
- B. **Franklin Park Apartments** will inspect the unit at the time Tenant vacates. Provisions shall be made by **Franklin Park Apartments** to allow Tenant or representative to participate in this inspection, unless Tenant vacates without notice. **Franklin Park Apartments** will furnish Tenant with a copy of the Move-In/Move-Out Form and a written statement of charges.
- C. **Franklin Park Apartments**, upon giving a two-day written notification, may enter the Tenant's unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for releasing. If the Tenant requests a work order, the two-day notification doesn't apply. **Franklin Park Apartments** may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. If Tenant or a member of household at least fourteen years of age is not present, **Franklin Park Apartments** will leave a written statement with the date, time and purpose of the entry prior to leaving the dwelling unit.
- D. If Tenant moves before this lease ends, **Franklin Park Apartments** may enter the dwelling unit to decorate, remodel, alter or otherwise prepare the unit for reoccupancy.

12. PET POLICY

- A. Tenant assumes responsibility for full compliance with adopted Pet Policy. **Visitors and guests are prohibited from bringing pets into dwelling units or project facilities without written permission of Franklin Park Apartments.**

13. LEGAL NOTICES

- A. **Franklin Park Apartments** - Notices
 - 1. Notice to Tenant shall be in writing and delivered to Tenant or any member of Tenant's household fourteen years of age or older residing in the dwelling unit. Notices can be sent by first class mail addressed to the Tenant. Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
 - 2. **Franklin Park Apartments** can have notice served to Tenant in the same manner court papers are served.

3. Notices will be issued in accordance with state and federal laws and regulations related to program management or landlord/tenant matters. Notices will specify required action or inaction and set a deadline for compliance. Notices will be considered received the second day after date of mailing, posting or personally delivered.
4. If Tenant is visually impaired legally, Tenant must advise **Franklin Park Apartments** in writing and all notices will be provided in an accessible format.

B. Tenant Notices

1. Tenant can deliver written notice (Notice of Intent to Vacate Form) to **Franklin Park Apartments** office which is located at 505 Division Street, New London, WI 54961, or silver drop box located inside the front door entrance.
2. Tenant can send written notice first-class mail, postage paid and properly addressed to **Franklin Park Apartments**, 505 Division Street, New London, WI 54961.
3. Tenant will notify **Franklin Park Apartments** in writing if they are absent or planning on being absent from the unit.

14. TERMINATION OF LEASE

A. Franklin Park Apartments - Termination

Franklin Park Apartments will not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease.

Examples of material non-compliance of the lease are failure to comply with House Rules, failure to comply with certification and recertification requirements, failure to comply with annual inspections, failure to pay for damages, have unauthorized occupants residing in the unit, engage in criminal activity, disturb the neighbors, illegal use of a controlled substance, failure to comply with Community Service requirement if not exempt, being over income for the program, failure to enter into a new lease; misrepresentation of family income, assets, household composition or expenses, late payments of rent or other charges; any fire on **Franklin Park Apartments** premises caused by carelessness or unattended cooking; creation of health or safety hazards in the unit or anywhere on **Franklin Park Apartments** property; failure to comply with the Pet or No Smoking Policy; alcohol abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants; non-payment of the security deposit, other good cause, etc.

The notice of lease termination shall state specific grounds for termination and that the Tenant has the right to examine **Franklin Park Apartments** documentation directly relevant to the termination or eviction. The tenant can meet **Franklin Park Apartments** in a private conference to review their file within ten (10) days after they receive the notice. The request for the private conference must be made in writing within the ten (10) days.

In order to avoid termination of the lease, the **Franklin Park Apartments** will do client counseling with the Tenant explaining the issue, review the lease or policy in violation, etc. This doesn't apply to non-payment of rent.

Types of written notices:

1. Five-Day Cure or Quit:
 - a. Unpaid Rent
 - b. Housekeeping
 - c. Pet Policy Violations
 - d. All Other
 - e. A maximum of three **(3)** 5-day notices within a 12-month period are allowed.
2. Fourteen-Day Termination:
 - a. Unpaid rent – after three **(3)** 5-Day notices are issued within a 12-month period.
3. Twenty-Eight Day Termination –
(Issued after Tenant has Received (3) 5-Day Cure or Quit Notices)
 - a. Violations of the Lease, Pet Policy, House Rules, Smoking Policy
 - b. Seriousness of the situation when health or safeties of other Tenants or **Franklin Park Apartments** employees are threatened.
 - c. Other good cause.

B. Tenant Termination

1. Tenant may terminate this Lease Agreement after one (1) complete year of tenancy, the tenant must submit a **sixty (60) day** written notice (Notice of Intent to Vacate Form) to the **Franklin Park Apartments** from the first day of the month. Tenants that fail to give at least a 60-day notice will be responsible for rent for 60 days from the time they end their tenancy or until the unit is re-leased. The notice must be in the manner indicated in Section 13 (B.).
2. In cases of death, if Tenant is the sole occupant of the unit, the family representative may terminate the lease at any time by providing a twenty-eight (28) day written notice to the **Franklin Park Apartments**. Notice must be in the manner indicated in Sections 13 (B.) except doesn't need to be from the first day of the month.
3. Tenant will return keys to the **Franklin Park Apartments** and leave dwelling unit in a condition acceptable to the **Franklin Park Apartments**, normal wear and tear excepted. See House Rules for **Franklin Park Apartment's** expectations at move-out.
4. If Tenant vacates or abandons dwelling unit without giving the required notice, **Franklin Park Apartments** will treat the vacating or abandonment as termination of this lease. **Franklin Park Apartments** will make reasonable attempt to contact Tenant or representative to determine the proper disposition. If **Franklin Park Apartments** is unable to contact Tenant or representative, the **Franklin Park Apartments** will dispose of property as they see fit. All cost for removal, storage and disposition will be assessed against Tenant.

15. GRIEVANCE PROCEDURE

- A. All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure in effect at the time of the appeal. The grievance procedure is posted in the **Franklin Park Apartments** office and incorporated in this lease by reference.

16. KEYS AND LOCKS

- A. The Tenant agrees not to install additional or different locks on any doors, windows or mailbox for the unit. When this lease ends or Tenant vacates unit, Tenant agrees to return all keys to the unit to **Franklin Park Apartments**.

17. CHANGES

- A. This lease with all future adjustments of rent or dwelling unit, evidence the entire agreement between **Franklin Park Apartments** and Tenant. No changes shall be made except in writing, signed, and dated by both parties.

18. OVER INCOME INDIVIDUALS

- A. When the family income exceeded 120 percent of the area median for two consecutive years, a public Housing Agency must terminate the family's tenancy within 6 months of the second income determination or charge the family a monthly rent equal to the greater of:

1. The applicable Fair Rent; or
2. The amount of monthly subsidy for the unit including amounts from the operating and capital fund.

- B. Public housing agencies are to evict, terminate assistance or increase rents to families whose income exceeds the local Low-income limit EXCEPT for families with a valid Family Self-Sufficiency (FSS) contract or families where at least one family member is receiving the Earned Income Disregard benefit.

- **Franklin Park Apartments** will document and track households with income exceeding 120 percent of AMI;
- **Franklin Park Apartments** will send notice to these households regarding when rents will increase, within 6 months of the second income determination; an explanation that higher rents will be imposed after a household's income has exceeded 120 percent of AMI for two consecutive years.

18. ATTACHMENTS

- A. Tenant certifies that Tenant has received a copy of this lease and the following Attachments to this lease and understands that these Attachments are part of this lease:

Attachment 1 - Move-In Form (*Will receive within one week of move-in at that time the form is completed.*)

Attachment 2 - Rules of Occupancy

Attachment 3 - Pet Policy

Attachment 4 - No Smoking Policy Addendum

Attachment 5 - Violence Against Women Act Addendum

Attachment 6 - Bed Bug Policy

Attachment 7 - Parking space Agreement

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement this _____ day of
September, 2019 at New London, Wisconsin.

Franklin Park Apartments

By: _____
Name and Title

TENANT

Head of Household

Spouse/Other Adult Member

Other Adult Member

Other Adult Member

Approved: April 24, 2019 Adopted: Resolution 96-04242019