

**THE HOUSING AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN**  
1219 North Eighth Street, Superior, WI 54880

**RENTAL AGREEMENT/LEASE**  
(Hereinafter called the Agreement)

The Housing Authority of the City of Superior, WI (hereinafter called the Management) in consideration of the rental herein reserved and the statements made by «**HEADOFHOUSEHOLD**» (hereinafter called the Resident) as set forth by this signed application hereby demises and lets, and the Resident hereby rents and takes the premises designated as «**ADDRESS**» consisting of a «**SIZE**» bedroom unit, under the terms and conditions stated herein.

The premises leased are for the EXCLUSIVE USE AND OCCUPANCY of the Resident and his/her household consisting of the following named individuals who will reside in the dwelling unit:

- «**TENANT1**»
- «**TENANT2**»
- «**TENANT3**»
- «**TENANT4**»
- «**TENANT5**»
- «**TENANT6**»

Any additions to the household members listed above require the advanced written notice of Management. This includes, but is not limited to, live-in aides, foster children and adults, but excludes natural births. Natural births, deletions from the household, or a family member who has turned 18 years of age must be reported to the Management office within 10 days of the occurrence (refer to Section 4).

**1. AMOUNT AND DUE DATE OF RENTAL PAYMENT:**

This lease shall begin on «**BEGINDATE**», 2020. The term of this Rental Agreement shall be one year and shall renew automatically for another year, unless terminated as provided by this Agreement. Monthly rent of \$«**DOLLARS**» \$ («**WRITTENDOLLARS**») shall be due and payable in advance on the first day of each month beginning «**FULLMONTH**» 1st, 2020. This rent will remain in effect unless adjusted in accordance with the provisions of Section 4 hereof. Pro rata rent through the last day of «**PRORATEDATE**» 2020, is immediately due in the amount of \$«**PRODOLLAR**».

- \_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit (flat rent)
- This rent is based on the income and other information reported by the Resident (formula based rent)

Rent and other charges to Resident shall be paid at Superior Savings at 1130 Tower Avenue, Superior, WI, or if previously arranged, at the Housing Authority Administration Office, 1219 North 8th Street, Superior, WI. If Resident fails to make payment IN FULL by the FIFTH DAY of the month, and Management has not agreed in writing to accept payment at a later date, Management shall have the right to terminate the Agreement in accordance with the provisions of Section 9 hereof. A late payment penalty in the amount of \$10.00 shall be assessed if payment is not made nor a signed rent extension entered into within the said five days. Further, an \$18.00 charge will be assessed for any and all checks returned for non-sufficient funds.

If Resident is paying the minimum rent and its circumstances change, creating an inability to pay the rent, Resident may, in writing, request a suspension of the minimum rent because of a recognized hardship.

**2. SECURITY DEPOSIT:** Resident agrees to pay \$150.00 as Security Deposit to be used by Management at the termination of the Agreement toward reimbursement of the cost of repairing any damages to the dwelling either caused by the Resident, his/her family or dependents, and any rent or other charges owed by Resident. Management will hold this Security Deposit for the period the Resident occupies the dwelling unit. Management will not use the Security Deposit for rent or other changes while the Resident is living in the dwelling unit.

With the approval of Management, the Security Deposit may be made in three payments - one third in advance, one third at the time of move in, and one third with the first full rent payment. If Resident fails to pay the Security Deposit as agreed, Management shall have the right to terminate the Agreement in accordance with the provisions of Section 9 hereof.

The Security Deposit will be refunded within 21 days, or correspondence will be sent indicating the reason for delay, after tenant vacates, less any deductions for the cost indicated above, if Resident has, on the day of surrender, to the satisfaction of Management:

- (a) Cleaned all floors thoroughly;
- (b) Washed and cleaned the bathroom fixtures, sink, range, refrigerator and kitchen cupboards in a thorough manner;
- (c) Removed all his/her property from the premises and all rubbish. All property left on the premises after surrender is to be deemed abandoned, and Management may dispose of same as described in Statute 704.05.

**3. UTILITIES AND EQUIPMENT:** Management agrees to furnish cold water, sewer, cook stove, refrigerator, and equipment that provide a reasonable amount of hot water at no additional cost to Resident. Resident is responsible for gas and electricity charges and shall contract with Superior Water, Light and Power Company to begin service as of the date of move-in. Residents who do not meet this requirement will be subject to an administrative fee. Failure to

pay utility bills when due, unless payment is excused or payment is extended IN WRITING by Superior Water, Light and Power Co. (SWL&P), is a lease violation and will result in termination of tenancy.

SWL&P's issuance of ANY notice of late payment or intention to interrupt service is considered sufficient evidence of such failure, as are SWL&P's records showing failure to pay charges or budgeted amount by the due date each and every month.

**Residents of A.B. Peterson Estates (Turnkey) are responsible for water usage, and must submit monthly sewage bills to Management within 5 calendar days of receipt.** Resident will be responsible for any late fees if this requirement is not met. Heat and utilities are included in the rent amount for Billings Park Villa and Scattered Elderly sites (Krieps Manor, Idziorek Manor, Howe Manor and Johnson Manor) with the exception of additional charges for air conditioner and head bolt heater usage.

Resident agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason Resident is unable to maintain sufficient heat, he/she shall immediately notify Management. If Resident fails to notify Management or cannot make arrangements for maintenance of said heat, Resident will be responsible for the cost of repair to dwelling unit for damages resulting from lack of adequate heat.

Upon vacating the unit, Resident shall promptly notify Superior Water, Light and Power Company of vacate date to insure timely readings are taken. If Resident moves without notice to Management, rent and utility charges shall be based on the gross rent calculation, which is the rent determined before the utility allowance is given. Resident shall be responsible for a full thirty days of rent and utility charges from the date Management takes possession of the unit.

Resident agrees to comply with all obligations imposed on him/her by applicable provisions of building and housing codes materially affecting health and safety. Resident agrees to use only in a safe and reasonable manner all electrical, plumbing, sanitary, heating and other facilities and equipment.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in Management's office. Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Management will give Resident 30 days notice of any changes in the Schedule.

**4. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY:** Once each year or as otherwise requested by Management, Resident agrees to furnish accurate information to Management as to family income, assets, employment, and family composition, for use by Management in determining whether the rent amount should be changed or whether the dwelling size is still appropriate for Resident's needs. This determination will be made in accordance with the approved Admissions Policy (available in the Management office) as it relates to rents and statements of income and occupancy limits.

A. Income reviews will be held every three years for Residents paying under the flat rent option. At the annual review, Resident may elect to change his/her rent choice option (flat rent or income based). Resident may request a change in the rent choice option (from flat rent to formula based) before the date of review if the family experiences a circumstance which creates a hardship on the family such that the formula method would be more financially feasible for the family. Resident will remain under the formula method until the next annual review.

B. Rent as fixed in Section 1 hereof or as adjusted pursuant to the above, will remain in effect for the period between regular rent redeterminations (annual reviews) unless during the same period:

(1) Resident can show a change in his circumstances (such as reduced income, an increase in applicable child care expenses, an increase in handicapped assistance expenses which enable a family member to work, or an increase in medical expenses of applicable households) which would justify the reduction in rent pursuant to the Admissions Policy or such other circumstances as would create a hardship situation. Management will review change and determine if reduction is justifiable. In the event of a rent decrease, Resident is obligated to immediately report within ten (10) days, ANY AND ALL increases or changes of family income, which occur prior to the next annual review, and rent will be adjusted to reflect this.

(2) Changes in family composition or income increases/changes MUST be reported by Resident, within ten (10) days of change if Resident:

- a. has had a rent reduction since the last annual review as a result of 4 (A) or 4 (B) above
- b. has a family member who is leaving or has left the family unit
- c. is adding another family member to the lease
- d. has a household member turning 18 years of age
- e. is receiving a Utility Reimbursement Payment from Management
- f. is paying minimum rent

IT IS NOT NECESSARY TO REPORT ANY **INCOME** CHANGES BETWEEN ANNUAL REVIEWS IF YOUR RENT IS (A) DETERMINED UNDER THE FLAT RENT, OR (B) YOUR RENT IS BEING DETERMINED UNDER THE FORMULA METHOD AND YOU DO NOT FALL INTO ONE OF THE ABOVE CATEGORIES (a-f).

Changes in income will be recorded and reviewed via appointment. No changes will be accepted via telephone.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim and/or change is warranted, or Resident elects to change to or from the flat rent calculation method.

If, between annual reviews, a reduction in rent is requested, the rent calculation will be based on total annual income (real and anticipated) since the last review. In cases where annual income cannot be projected for a 12-month period

or Resident is reporting no income and Resident has chosen the formula based rent, Management may schedule special rent reviews every 30 days, or as often as deemed necessary to determine rent.

(3) If it is found that Resident has misrepresented to Management the facts upon which his/her rent is based so that he/she is paying less than what should have been charged, the increase in rent will be made retroactive and/or eviction will incur.

(4) Management revises rent calculation due to HUD regulation changes.

Notwithstanding the provisions listed in this Section, Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare of public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in the economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare or public assistance requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, Resident's rent will be reduced as a result of such a decrease.

In the event of any rent adjustment to the above, Management will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section 8 hereof. In the case of rent decreases, the adjustment will become effective the first of the following month after the change has been reported to Management. In the case of increase, the adjustment will become effective the first of the second following month from the date income should have been reported.

B. If Management decides that the size or type of the dwelling unit is not or is no longer appropriate for the Resident's needs, Management may amend the Agreement by notice to Resident in accordance with Section 8. Resident will be required to move to another unit as assigned by Management, giving Resident no less than thirty (30) days in which to move. Should Resident refuse to make the requested move, Management may cancel the Agreement by giving thirty (30) days notice in accordance with Section 9 hereof.

C. If Management determines that Resident has gained admission or remained in occupancy through misrepresentation of his/her income, assets or any other information given to Management, Management shall notify Resident that he/she has thirty (30) days to find other housing and vacate the leased premises. Further, Resident will be charged retroactively for the rent that should have been assessed due to this misrepresentation.

**5. OCCUPANCY OF A DWELLING UNIT:** Resident shall not sublet or assign the unit, or any part of the unit. Resident agrees not to use nor permit the use of dwelling unit for any purposes other than as a private dwelling unit solely for Resident and his/her family listed on Page 1 of this Agreement. This provision does not exclude reasonable accommodation of Resident's guests or visitors. Any person spending more than two days per week will be considered an illegal live in. This is considered only as a guideline to determine live in status. If it is apparent that a person is regularly at the Resident's unit, more so than just occasional visits, it will be construed that the person is staying at that unit as primary residence, regardless of whether or not that person has an address elsewhere.

Long-term visitors must be reported to the Housing Authority as to the length of stay, which shall normally be no longer than fourteen (14) days annually. Should Resident wish to make an addition of a new family member to the Agreement, such requests must be made in person, with prospective family addition (except in the case of new infant addition) accompanying him/her, to complete an application for the additional member applying to be added to the Rental Agreement. The additional person shall be screened according to the Admissions Policy. Should applicant prove to be ineligible as outlined in the Admissions Policy, he/she shall be denied occupancy within Resident's unit. Should Resident continue to allow occupancy of this person, Resident shall be issued a thirty (30) day notice to vacate.

Resident shall conduct him/herself, and cause family, guests and any other persons who are on the premises with his/her consent, to conduct themselves in a manner that will not disturb other Residents' rights or peaceful enjoyment of their accommodations.

Resident shall maintain their unit in a decent, safe, and sanitary manner. Resident will be responsible to ensure that there is no excess accumulation of dirt, trash or litter, especially near furnace and hot water heater, keep areas and appliances clean, properly store and dispose of garbage, and keep stairways and floors free of debris.

Resident shall refrain from illegal or other activity that impairs the physical or social environment of the Complex. Resident, any member of Resident's household, guest, or other persons on the rented premises as a direct result of Resident's tenancy, shall not engage in criminal or drug-related activity on or near Management property while Resident is in possession of the unit. Such activity shall be cause for immediate eviction (drug-related criminal activity is defined as manufacturing, selling, distributing, using, as well as simple possession of controlled substances or drug paraphernalia).

Activity and/or convictions on the above, by any household member, shall be just cause for eviction, whether the activity occurred on Management property or elsewhere.

Resident will refrain from and cause his/her household and guests to refrain from destroying, defacing, damaging, modifying or removing any part of the premises or complex without Management consent. The Resident shall refrain from alterations to the unit or property including, but not limited to, the following without first obtaining Management's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. place any aerials, antennas, satellites, or any electrical connections on the dwelling unit;
- c. install satellite dish according to Management's Satellite Dish Policy;

- d. attach awnings or window guards in the dwelling unit;
- e. attach or place any fixtures, signs or fences on the building(s), common areas, or the property grounds;
- f. attach any shelves, screen doors or other permanent fixtures or structures in the dwelling unit;
- g. install or alter carpeting, resurface floors or alter woodwork;
- h. install washing machines, dryers, heaters or air conditioners in an elderly dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. alter the unit for the purpose of operating a business from the dwelling unit;
- k. paint or install wallpaper or contact paper in the dwelling unit;
- l. remove batteries from smoke/fire detectors; disconnection of carbon monoxide detectors.

Sufficient space shall be provided at each complex to **park ONE vehicle**. This vehicle shall be a normal passenger vehicle or equivalent of such. No parking or driving is permitted on the landscaped areas, in alleys or in unauthorized locations. Resident's guests are to park on city streets. Non-operating and unregistered vehicles are not allowed on Management property. All temporarily disabled vehicles, (i.e. flat tire) must be moved within twenty-four (24) hours. All other vehicles must be moved every forty-eight (48) hours as proof of operation. Cars that are not moved accordingly, are disabled or unregistered, shall be ticketed, and towed at owner's expense, if the vehicle is not moved within twenty-four (24) hours of ticketing.

Resident agrees to permit ONLY animals or pets as allowed in **Management's Pet Policy**. This policy is available at the Administrative Office, 1219 North 8<sup>th</sup> Street. Pets may not enter the home without the prior written approval of Management. All animals must be properly caged or housed and Resident shall keep pet areas clean at all times. All pets must be registered with Management and documentation regarding the pet must be submitted as required by Management.

Pets that meet the type and size requirement as outlined in the Pet Policy may visit the projects/buildings where pets are allowed for up to one week without Management's approval. Tenants who have visiting pets must abide by the conditions of the Pet Policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If the visiting pet violates the Pet Policy or causes the Resident to violate the lease, the Resident will be required to remove the visiting pet. Residents will be held fully responsible for any pets they allow into their home.

Residents are prohibited from feeding or harboring stray animals or pests (including squirrels, seagulls, etc.).

A **pet deposit of \$150.00** must be paid in full prior to placement of the pet into the Resident's home. Pet deposit applies to dogs and cats only. Refer to the Pet Policy regarding refund of this deposit.

Resident agrees not to smoke in buildings, individual units, common areas, and within 25 feet of buildings including entryways, porches and patios as stated in **SHA Smoke-Free policy**. Failure to comply with this policy will result in fines and/or lease termination. Residents are also responsible for enforcing this policy with their guests, visitors and vendors.

Resident will be held responsible for any costs for repairs of damage to the leased property or complex, caused by Resident, family members, guests, or visitors beyond normal wear and tear.

**6. DAMAGE AND REPAIR:** Resident shall keep the outside appearance, the premises and fixtures thereon in a safe, clean and sanitary condition at all times. Resident must dispose of garbage, waste and rubbish in a safe and sanitary manner. Containers are provided for trash disposal. Trash must be properly bagged and placed in containers provided.

Resident shall promptly notify Management of need for repair to his/her dwelling and of known unsafe conditions in the common areas and grounds of the complexes, which may lead to damage or injury. Except for normal wear and tear, Resident agrees to pay actual costs for repairs of damage to the leased premises or complex, caused by Resident, family members, guests or visitors. Such charges shall be billed and sent to Resident specifying items of repair and correctional action taken. Maintenance charges must be paid within 30 days of billing.

Management agrees to maintain the buildings and common areas and grounds of the complexes in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of HUD. Management shall make all necessary repairs, alterations and improvements to the unit with reasonable promptness. If repairs or defects hazardous to life, health and safety are not made or temporary or permanent accommodations offered to Resident within a reasonable time of Resident reporting same to Management, and if it is within Management's ability to correct the defect, then rent shall abate during the entire period of the existence of such defect while Resident is residing in the un-repaired dwelling. Rent shall not abate if the Resident rejects reasonable temporary or permanent accommodations.

Management will maintain in safe and good working order and condition, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances under their control, however, Resident is responsible to inform Management of any problems, or conditions affecting these facilities between annual inspections to ensure timely maintenance. Management shall not be liable for the failure to provide service or repairs if beyond its control.

**To minimize the occurrence and growth of mold in the Leased Premises, Resident hereby agrees to the following:**

1. **MOISTURE ACCUMULATION.** Resident shall remove any moisture accumulation in or on the Leased Premises, including on walls, windows, floors and ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Leased Premises at reasonable levels.
2. **APARTMENT CLEANLINESS.** Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. **NOTIFICATION OF MANAGEMENT.** Resident shall promptly notify management, in writing, of the presence of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the Leased Premises;
- b. A water leak, excessive moisture, or standing water in any community common area;
- c. Mold growth in or on the Leased Premises that persists after resident has tried to remove it with household cleaning solution such as Lysol, Pine Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach;
- d. A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

4. **LIABILITY.** Resident shall be held liable to Owner for damages sustained to the Leased Premises or to the Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum. Owner, its partners, shareholders, officers, agents, employees and legal representatives shall not be liable to resident, members of resident's household, guests, persons under resident's control or any other persons claiming by, through, or under resident, for any damage or injury to person or property sustained as a result of resident's failure to comply with the terms, covenants or conditions of this addendum.

5. **ARBITRATION CLAUSE.** Resident agrees that in the event of any claim of injury or damage arising out of mold in Resident's unit or leased premises that resident agrees that such claims shall be subject to binding arbitration. That the arbitrator for such binding arbitration shall be agreed upon between the Resident and the Superior Housing Authority, and in the event the parties cannot agree, they will seek the appointment of an arbitrator by the American Arbitration Association. It is agreed the final decision by an arbitrator shall be final as to all issues arising out of claimed injuries and damages by Resident arising out of mold contamination.

**7. INSPECTIONS/ACCESS BY MANAGEMENT:** Prior to Resident's occupancy, Management and Resident shall inspect the dwelling unit noting the conditions of the grounds, dwelling unit and equipment. Both Resident and Management agent shall sign the inspection report and both Resident and Management shall retain a copy.

Inspection of the unit shall be conducted at least once annually, and Resident agrees that the duly authorized agent, employee, or Management representative will be permitted to enter Resident's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours upon no less than 48 hours advanced written notice having been delivered to Resident's premises of the date, approximate time and purpose, provided, however, that Management shall have the right to enter Resident's dwelling without prior notice to Resident if Management reasonably believes that an emergency exists, which includes, but is not limited to health or sanitation problems, which requires such entrance. Management must promptly notify Resident in writing of the date, time, and purpose of such entry, and of the emergency that necessitated it. In the event that Resident and all adult members of his/her household were absent from the premises at the time of entry, Management's agent, employee or representative shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry, prior to leaving the unit.

**8. LEGAL NOTICES:** As prescribed in Wisconsin Statute 704.21, any notice required hereunder will be sufficient;

- A. By giving a copy of the notice personally to the Resident or by leaving a copy at his/her usual place of abode in the presence of some competent member of the family at least 14 years of age who is informed of the contents of the notice;
- B. By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a part thereof, and by mailing a copy by prepaid first class mail properly addressed to the Resident at Resident's last known address;
- C. If notice cannot be given under paragraph A or B with reasonable diligence, by fixing a copy of the notice in a conspicuous place on the rented premises where it can be conveniently read and by mailing a copy by regular or other mail to the Resident's last known address;
- D. By mailing a copy of the notice by registered or certified mail to Resident's last known address;
- E. By serving Resident as prescribed in Statute 801.11 for the Service of A Summons.

Notice from Resident to Management must be in writing and either delivered or sent by first class mail postage prepaid, to Management at the Management office, 1219 North Eighth Street, Superior, WI. Notices that are mailed will be acknowledged by postmark as notice day.

Should Management suspect that Resident has vacated without notice, and rent has not yet been paid for that month, a 48-hour notice of entry shall be delivered to the unit. If Resident does not respond within the 48 hours, and upon entry, Management finds that the unit appears abandoned, Management shall have the right to take possession of said unit, and dispose of remaining contents as indicated in the waiver the Resident signed at the beginning of tenancy. If no waiver has been signed, property will be disposed of as described in Statute 704.05.

When Resident vacates, Resident is required to notify Management in writing, giving no less than thirty (30) days notice, as described above and in Section 9 hereof. All house and shed keys must be turned in to the office at 1219 North Eighth Street, Superior, WI. A move-out inspection will be scheduled and the unit will be inspected noting any damages, repair and cleaning to be done. Resident will be given the opportunity to be present at the move-out inspection to dispute any charges. A statement of charges and a copy of the move-out inspection shall be sent, along with any security deposit refund due the Resident, within twenty-one (21) days of unit surrender.

**9. TERM AND TERMINATION OF THE AGREEMENT:** The term of this Agreement shall be one year and automatically renews the first day of each succeeding month, unless terminated in accordance with Section 8 and 9 hereof.

Management may terminate this Agreement only for just cause, which would include, but not be limited to:

- a. non-payment of rent or other charges to Resident for repairs or utility consumption;

- b. repeated/chronic late payment of rent or utilities;
- c. failure to provide a timely and accurate statement of income, assets, expenses and family composition for rent or eligibility determination or as requested by Management;
- d. furnishing false or misleading information to Management at any time;
- e. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- f. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Agreement or permitting its use for any other purpose without the written permission of Management;
- g. serious or repeated interference with the rights of other Residents, or activity that threatens the health or safety of others;
- h. serious or repeated damages to the premises;
- i. creation of physical hazards;
- j. repeated substandard housekeeping conditions;
- k. involvement in criminal or drug-related activity as defined in Section 5;
- l. failure of the Resident to use the dwelling unit as his principal place of residence;
- m. alcohol abuse that Management determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
- n. failure to perform required community service, unless exempted there from;
- o. failure to allow inspection of the dwelling unit;
- p. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their dwelling unit;
- q. determination or discovery that Resident or a member of Resident's household is a registered sex offender;
- r. abuse or threatened abuse of SHA staff;
- s. failure to abide by necessary and reasonable rules made by Management for the benefit and well being of the housing development and Residents;
- t. for serious or repeated violations of the terms and conditions of the Agreement, or other just cause;
- u. violation of the smoke-free policy.

- (1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
- (a) A person who was not the tenant's invited guest.
  - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
    1. Sought an injunction barring the person from the premises.
    2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

This Agreement may be terminated by Management at any time by giving notice, as set forth in Section 8, not less than fourteen (14) days for non-payment of rent or other charges, or repeated lateness of rent; not less than five (5) days if Resident's occupancy creates or maintains a threat to the health, safety or welfare of other Resident(s), neighbors, Management's employees or properties, and not less than thirty (30) days for all other causes.

If Management elects to terminate this Agreement, Resident shall be informed of the reason(s) for the termination. Resident may contend the Housing Authority's disposition in any appropriate judicial proceeding. Court costs as allowed by Wisconsin Statutes will be passed on to Resident.

**10. GRIEVANCE POLICY:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon Resident's, members of Resident's household or guests of the Resident creation or maintenance of a threat to the health, safety or welfare of other Residents or Management employees, shall be processed under the Grievance Policy. This policy is posted in the Management office where copies are available upon request.

Grievance hearings shall be presided over by a Hearing Officer who shall be an impartial person or persons and may include Housing Authority employees, officers and directors, selected by the Housing Authority Executive Director. It shall be someone other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.

**11. APPLICABLE LAW:** This Agreement shall be in accordance with and governed by the laws of the State of Wisconsin, and those Federal Laws as imposed by HUD.

**12. MISCELLANEOUS PROVISIONS:** CB radios must have proper television and radio filters in order that other Residents do not experience reception problems.

Noise limits must be kept within acceptable limits. Quiet time is from 10:00 p.m. to 8:00 a.m.

Waterbeds are not allowed in multifamily complexes due to possible structure damage.

It is Resident's responsibility to provide insurance coverage for personal belongings.

**13. RENTAL AGREEMENT DOCUMENTS:** This Agreement, "Resident's Application for Admission", the "Written Policies of Management" and the "Resident's Guide", together with any modifications thereof and future adjustments of rents, or dwelling units constitute the entire Agreement between Management and Resident. Management shall make no changes in the Agreement except in writing, with adequate notice given to Resident.

By entering into this Agreement, Management does not waive or surrender any rights to use information contained in Resident's file from past rental with Management; and, Management does not waive or surrender any rights to legal action started against Resident prior to the signing of this Rental Agreement.

Title 18 United States Code 1001 provides that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

**14. NON-WAIVER OF RIGHTS:** Forbearance or lenience of any kind, acceptance of late payment(s), or any other action or inaction by the Superior Housing Authority does not constitute, and is not intended to be construed as, a waiver of any of the Superior Housing Authority's rights under this lease or any of its attendant documents. The Superior Housing Authority expressly retains all of its rights unless otherwise noticed in WRITING.

While this paragraph is not limited in its scope, one of its purposes is to serve as notice to tenants that acceptance of payments of any kind after the tenant's breach of the lease for any reason is not a waiver of the Superior Housing Authority's right to take any action provided for under the lease due to the breach.

IN WITNESS WHEREOF, the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

I have read and fully understand the terms of this Agreement, and further acknowledge receipt of the "Resident's Guide".

THE HOUSING AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN

BY:

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Spouse/Other Adult Family Member

\_\_\_\_\_  
Adult Family Member

\_\_\_\_\_  
PUBLIC HOUSING/  
LEASING & OCCUPANCY SPECIALIST