

LEASE AGREEMENT

FERNDALE HOUSING COMMISSION
FERNDALE, MICHIGAN 48220

I. IDENTIFICATION OF THE PARTIES AND PREMISES

The Ferndale Housing Commission (hereinafter referred to as "Management") does hereby lease to _____ (hereinafter referred to as "Tenant") the premises located at _____, Ferndale, MI 48220 designated as Unit No. _____ for the term beginning _____ and ending at midnight _____. Unless terminated as provided herein, this Lease Agreement shall be automatically renewed for successive terms of one year each, subject to adjustments as herein provided.

The above-identified unit is for the exclusive use and occupancy of the Tenant, his family, and any other non-family members as identified hereunder and as permitted by Management in accordance with Section IV. The members of the household who will reside in the unit include and are limited to _____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides, foster children or adults, but excludes natural births. The Management may approve the additions, provided that the proposed additions pass screening and an appropriate size unit is available. Deletions from the household shall be reported to Management within ten (10) days.

II. PAYMENTS DUE UNDER THE LEASE

The following subsections comprise the total charges for which the Tenant may be held responsible:

The Tenant shall have two (2) rent options during the term of this Lease Agreement. The choice of these options shall rest solely with the Tenant and the rent option circled and initialed by the Tenant below shall be the applicable rate for the duration of the lease term, subject to Section III of the Lease Agreement.

- (A) Flat Rate Rent. Monthly rent of \$ N/A shall be due and payable on the first of each month beginning _____, 20____. This amount shall remain fixed for the term of the Lease Agreement and shall not be adjusted upward in the event of an increase in Tenant's household income, i.e. the requirements of Section III of this Lease Agreement shall not apply if Tenant chooses this rent option. The

monthly rent indicated in this paragraph will be based on Management's reasonable estimate of comparable rental rates of similarly offered units in the area and with consideration given to size, age of unit, amenities, housing services, maintenance and utilities provided (if any).

- (B) Income Based Rent. Monthly rent of \$____ shall be due and payable on the first of each month beginning _____. This rental amount shall remain in effect unless adjusted in accordance with the provisions of Section III hereof.

- (C) Security Deposit. Tenant agrees to pay \$____ not to exceed one months rent) as a security deposit to be used by Management at the termination of this Lease Agreement to reimburse Management for actual damages to the rental unit hereinbefore described or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, or to pay Management for all rent in arrearage under this Lease Agreement by Tenant, or for utility bills not paid by Tenant or other charges due under the Lease Agreement. With the approval of Management, the security deposit may be made in three payments: one-third in advance, one-third with Tenant's second rent payment and one-third with Tenant's third rent payment. Disposition of the security deposit held hereunder shall be in accordance with Act No. 348, Public Acts of 1972 of the State of Michigan, a copy of which is posted or is available in the office of Management of the FERNDALÉ HOUSING COMMISSION.

You must notify Management, in writing, within four (4) days after you move, of a forwarding address where you can be reached and where you will receive mail; otherwise, Management shall be relieved of sending you an itemized list of damages and the penalty adherent to that failure.

- (D) Utilities. Management shall provide utility service only as listed below, but shall not be liable for failure to provide service if beyond its control (eg. weather, interruption of service by utility supplier, force majeure, etc...). Management will provide the following utilities as part of the Lease Agreement: _____

_____.

The Tenant agrees to pay for the following utilities:-

The Utility Allowance Schedule for Tenant Paid Utilities and the Schedule of Excess Utility Charges are either posted or available in the

Management's office. The Tenant shall pay any excess utilities consumed in their unit over and above that set forth in said Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each Tenant's next annual reexamination.

- (A) Fees for Late Rent Payments and Tenant's Rent Payment Obligations. As stated in Sections II (A) or II (B), whichever rent payment option is applicable to the Tenant, rent is due on the first day of each month. Pursuant to the Management's Rent Collection Policy, which is available for the Tenant's review upon request, a rental payment grace period shall be afforded the Tenant until the 5th day of each month. If the 5th day of the month falls on a weekend or any other day that Management's business office is closed, the grace period shall extend to the next business day that Management's business office is open. **After the expiration of the grace period, if rent is not received by Management, the rent payment shall be deemed late and a late fee shall be assessed.** Payments must be made by personal check, money order or certified check. A check returned for non-sufficient funds (NSF) shall forfeit Tenant's right to pay for future rent by personal check and said NSF check shall be considered non-payment of rent. A \$20.00 NSF fee will be assessed to a Tenant who tenders a NSF check. Management, however, may initiate summary eviction proceedings against any Tenant who fails to pay rent when due and may continue said proceedings until their lawful conclusion if the full rent, together with applicable late and administrative fees, is not paid. The late fee shall be twenty-five dollars (\$25.00) if rent is paid after expiration of the grace period. If the Tenant's rent payment is late on three or more occasions within a given year, Management reserves the right to terminate the tenancy as a serious or repeated violation of the material terms of this Lease Agreement. Additionally, if Management files a complaint to terminate the tenancy based on non-payment of rent, the Tenant will be charged an additional \$50.00 fee to cover the administrative costs associated with said action. Subsequent to a District Court filing, if Management chooses to accept tender of Tenants' rent in arrears, all late and administrative fees must be paid in full by the Tenant to retain possession.

III. CERTIFICATION OF RENT, INTERIM RENT ADJUSTMENT, DWELLING SIZE AND ELIGIBILITY FOR CONTINUED OCCUPANCY

If Tenant agrees to the rent option defined in Section II (B) of this Lease Agreement, Management will request, at least once each year, and Tenant will agree to furnish, accurate information to Management as to family income, employment and family composition for use by Management in determining whether the rent should be changed, whether the dwelling size is still appropriate for Tenant's needs and/or whether Tenant is still eligible for low-rent housing. Management will require Tenant's cooperation regarding any review or income certification identified in this paragraph. **Management may produce this Lease Agreement as an authorization by the Tenant to obtain employment income verification or from any of Tenant's income sources during the term of the Lease Agreement or during the term of any extension, renewal or addendum to this Lease Agreement.** The rent determination or interim adjustment shall be made in accordance with the approved Schedule of Rent, Occupancy Standards and Admissions and Continued Occupancy Policies (ACOP) as posted in the Management Office; the Tenant shall be entitled to receive a copy of said schedule, standards and policies upon request. Any redetermination of rent made by Management will be explained in writing upon the request of the Tenant.

Increased earnings due to employment shall be excluded during the twelve-month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

At the time of the review appointment, the Tenant may elect to change his or her rent choice option from income-based rent to the flat-rate option.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the income-based rent option, the Management may schedule special rent reviews every sixty (60) days. In addition, pursuant to ACOP, the Tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances that create a hardship on the family such that the formula method would be more financially feasible for the family.

Tenants paying rent based on income may meet with Management to discuss any change in rent resulting from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request, in writing, a hearing in accordance with the Management's grievance procedures.

(A) Interim Rent Adjustments: Tenant must promptly report to Management any of the following changes in household circumstances when they occur between annual rent recertifications:

1. A member has been added to the family through birth, adoption, or court-awarded custody;
2. A household member is leaving or has left the family unit;
3. An increase in household income of Seventy-five (\$75.00) dollars or more per month;

(In addition, Tenants paying income-based rent based on a percentage of income may report the following activities that occur between annual rent recertifications and pursuant to ACOP):

4. A decrease in annual income;
5. Child care expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
6. Handicapped assistance expenses which enable a family member to work;
7. Medical expenses of elderly, disabled or handicapped-headed households that are not covered by insurance; or
8. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an 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 that is the result of an act of fraud or misrepresentation, 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 requirements or had not committed an act of fraud or misrepresentation.

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, a Tenant's rent will be reduced as a result of such a decrease.

Management will need Tenant's cooperation in verifying that the information provided by the Tenant to determine if a decrease in the rent is warranted.

(B) Effective Date of Rent Change: Management shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by Management, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.

1. Rent Decreases: Management shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Tenant reports the change in household circumstances warranting a reduction (provided that any notice of household circumstances are reported on the fifteenth day of the preceding month or earlier). This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to Management to process this change.

2. Rent Increases: Management shall process rent increases so that the Tenant is given no less than 30 days advance written notice of the amount due.

IV. OCCUPANCY OF THE DWELLING UNIT.

Tenant agrees not to assign this Lease Agreement, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers without consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling for Tenant and their family and/or dependents, and, if approved by Management in writing, foster children and/or live-in care of a member of the Tenant's family. Tenant herein agrees to abide by such necessary and reasonable regulations as may be promulgated by Management for the benefit and well being of the Tenants and housing units. Tenant agrees to vacate the premises upon becoming mentally and/or physically unable to maintain their person and/or dwelling unit. Further, the Tenant's household members or their guests shall not engage in or permit others to engage in unlawful activities in the unit or in the common areas or on property grounds; all Tenants and their guests must comply with the obligations disclosed in Section VI of the Lease Agreement. The Tenant, household member(s) and/or guests shall not engage in criminal activity or other conduct that threatens the health, safety or right to peaceful enjoyment of the premises. Furthermore, said individuals must not disturb the rights, comfort of other tenants or Ferndale Housing Commission employees and/or obstruct or disrupt Ferndale Housing Commission employees or contractors from conducting their business.

With the advance written permission of the Management, the Tenant can incidentally use the premises for legally, permissible, income producing purposes so long as the business

does not infringe on the rights of other Tenants. All such business-related uses of the premises must meet all zoning requirements and the Tenant must have the proper business licenses and applicable insurance.

The Tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Tenant's guests, visitors and, with the consent of the Management, foster children and/or adults and the live-in caregiver of the Tenant's family.

For purpose of the section, "boarders" and "lodgers" shall mean a person or persons not listed in Section I and who reside in the leased unit for a period in excess of fourteen (14) days each year without obtaining prior written approval from Management. "Guests" or "visitors" shall mean a person or persons not listed in Section I and who reside in the leased unit for a period of fourteen (14) days or less each year.

V. OBLIGATIONS AND RESPONSIBILITIES OF MANAGEMENT

(A) Management's obligations under the Lease Agreement shall include:

- (1) To maintain the premises and the project in decent, safe and sanitary condition.
- (2) To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- (3) To make necessary repairs to the premises.
- (4) To keep project buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (5) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied, by Management.
- (6) To provide and maintain appropriate, receptacle and facilities for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant.
- (7) To supply running water and reasonable amount of hot water and reasonable amount of heat, if applicable, at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and/or supplied by a direct utility connection.

(B) If the dwelling unit is rendered uninhabitable, regardless of cause:

- (1) The Tenant shall immediately notify the Management.

- (2) The Management shall be responsible for repair of the unit within a reasonable time. If the Tenant, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant.
- (3) The Management shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- (4) The Management shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the Tenant, Tenant's household, or guests caused the damage.

VI. OBLIGATIONS AND RESPONSIBILITIES OF TENANT

The Tenant shall be obligated:

- (1) To timely pay all charges due under this lease, as stated in Section II, promptly when due.
- (2) Not to assign the lease or to sublease the premises.
- (3) Not to provide accommodations for boarders or lodgers.
- (4) To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in Section I of the lease, and not to use or permit its use for any other purpose.
- (5) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well being of the housing project and the Tenant which shall be posted in the Management's business office and incorporated by reference in the lease. This shall include, but not be limited to, The Ferndale Housing Commission's Admissions and Continued Occupancy Policy (ACOP) Handbook, the Pet Policy or other rules, policies or regulations. Copies of any of these policies are available to the Tenant upon request and it is the Tenant's responsibility to periodically read and review any handbook policies, rules and regulations promulgated by Management.
- (6) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (7) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition.
- (8) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- (9) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators; to properly contract for utility

- service, and to keep his or her own name on Tenant utility contracts service as specified in Lease Agreement, Section II (D);
- (10) To refrain from and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
 - (11) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas caused by the Tenant, his household or guests.
 - (12) To conduct themselves, and cause other persons who enter on the premises by the actions of the Tenant to conduct themselves, in a manner which will not disturb their housing community's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
 - (13) To refrain from illegal or other activity which impairs the physical or social environment of the project and to assure that any member of the household, guest(s) or other persons under the Tenant's control or invitation refrain from the same.
 - (14) To be respectful to Ferndale Housing Commission staff and refrain from confrontational conduct or behavior that otherwise impairs the administration and/or peaceful environment of the residential community.
 - (15) Restriction on alterations: the Tenant shall not do any of the following without prior written permission of Management:
 - a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;
 - c. attach awnings or window guards in the dwelling unit;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors or alter woodwork;
 - g. install washing machines, dryers, fans, heaters, or air conditioners.
 - h. place any aerials, antennas or other electrical connections on the dwelling unit;
 - i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - j. operate a business as an incidental use in the dwelling unit.

Any violation of the forgoing obligations [sections VI (1-15)] will constitute a material violation of the Lease Agreement.

VII. CONDITION OF THE UNIT, DAMAGES AND REPAIR

Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health, safety or sanitation problems from arising. Tenant shall notify Management promptly of known need for repairs to dwelling unit and of known unsafe conditions in their unit and in the common areas and grounds of the project which may lead to damage or injury. Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of damage to the leased premises or project caused by Tenant, their household or guests. Such charges shall be billed to Tenant and shall specify the items of damages involved, corrective action taken and the cost thereof. Management agrees to accept rental money without regard to any other charges owed by Tenant to Management and to seek separate legal remedy for the collection of any other charges pursuant to Tenant's occupancy, which may accrue to Management from Tenant. Management shall maintain the buildings and common areas and grounds of the project 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 Housing and Urban Development. Management shall make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this section. If repairs of defects hazardous to life, health and safety are not made or standard alternative accommodations not offered in circumstances where necessary repairs cannot be made within a reasonable time, rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling; except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household members or guests or invitees.

VIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

Prior to commencement of occupancy by the Tenant, Management shall inspect the premises. The Tenant or their representative may inspect the unit prior to occupancy. At the time of inspection, the Tenant may request and receive a copy of the last termination inspection report showing charges to the last prior Tenant. After completion of the pre-occupancy inspection, Management will furnish to Tenant with a copy of the inspection report outlining the conditions of the premises, the dwelling unit and the equipment provided with the unit. The report shall be signed by Management and Tenant, and a copy of the report shall be retained by Management in the Tenant's folder. By signing the statement, report or inspection form, the Tenant acknowledges that the dwelling unit is safe, clean and in good condition and that all the appliances and equipment are in good working order. Throughout the tenancy, it is incumbent on the Tenant to immediately inform Management of any known defect present in their unit or its fixtures and contents.

Management may also inspect the unit upon reasonable belief that the unit has been damaged or has been subject to poor upkeep by the Tenant or to examine work items performed by an outside contractor. Further, Management shall inspect the unit at the time the Tenant vacates the unit. The Tenant or their representative shall be provided with a reasonable opportunity to participate in the termination

inspection unless the Tenant vacates without notice to Management. Pursuant to the obligations and limitations of Michigan law, Management shall furnish the Tenant a statement of charges to be made in accordance with Section II (C) of this Lease Agreement. Management also performs an annual inspection at or about the time of Tenant's recertification, if applicable.

IX. ENTRY OF PREMISES DURING TENANCY

- (A) Tenant agrees that the duly authorized agent, employee or representative of Management will be permitted to enter Tenant's dwelling unit for the purpose of performing routine maintenance, for making improvements, inspections or repairs. Management will give written notice of entry forty-eight (48) hours in advance of entry, where practicable, and will attempt to accommodate the Tenant's schedule in the event of Tenant's special needs or circumstances.
- (B) Management may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists. In the event that the Tenant and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

X. LEGAL NOTICES

Except as provided in Section IX (B) above, notice to the Tenant shall be in writing and delivered to the Tenant via prepaid, first-class mail or hand-delivered to an adult member of the Tenant's household residing in the dwelling. Notice to Management by the Tenant shall be in writing, delivered to the project office or sent by prepaid first-class mail, properly addressed to the Ferndale Housing Commission, 415 Withington, Ferndale, Michigan 48220.

XI. TERMINATION OF THE LEASE

- (A) This Lease may be terminated by the Tenant at any time by giving thirty (30) days written notice in the manner specified in Section X.
- (B) Management shall terminate the Lease Agreement or refuse to renew the Lease Agreement only for serious or repeated violation of material terms of the Lease such as failure to make payments due under the Lease Agreement, failure to provide information necessary for re-examination, failure to fulfill the Tenant obligations set forth in Section VI of the Lease Agreement, failure to fulfill the obligations as set forth in the "ACOP" or for other good causes.
 - (1) In the case of failure to pay rent, Management shall terminate this Lease Agreement upon 14 days written notice.

- (2) In the case of creation or maintenance of a threat to the health or safety of other Tenants or Management employees by Tenant, Management shall give written notice of Lease termination of a reasonable time commensurate with the exigencies of the situation.
 - (3) In all other cases, a 30-day written notice of termination shall be issued by Management. If Management should elect to terminate this Lease, the notice of termination to the Tenant shall state the reason for the termination and shall inform the Tenant of his right to make such reply as they may wish and of their right to request a hearing in **writing** in accordance with the Housing Commission's grievance procedure.
- (C) Any public housing Tenant or any member of the Tenant's household, invitee or guest or other person whom the Tenant has permitted entry into their unit or housing project shall not engage in criminal activity, including drug-related criminal activity, on or near public housing premises, while the Tenant is a Tenant in public housing, and such criminal activity shall be cause of termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance or any subsequent definition or amended definition pursuant to the Controlled Substance Act [21 U.S.C. 802 (Section 102)].
- (D) Lease Termination by Tenant: If the Tenant does not give the full notice, the Tenant shall be liable for rent, costs, and unpaid assessments to the end of the notice period or to the date the dwelling unit is re-rented, whichever comes first.
- (E) Termination of Lease upon Death or Incapacity of Resident: Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the Management or the personal representative of the Tenant's estate may terminate this Lease upon 30 days written notice. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

If, during the term of this Lease, the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of the Lease and the Management cannot make a reasonable accommodation to enable the Tenant to comply with the Lease; then

action shall be taken. Lease will terminate upon the Tenant moving from the unit.

XII. PROPERTY ABANDONMENT

The Management will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Management has a claim against the Tenant for reasonable costs and expenses incurred in removing the property, selling and disposing of the property. The Management can collect from the Tenant all these costs.

XIII. GRIEVANCE PROCEDURE

All individual grievances or appeals of any lease violation(s) or notices to terminate the Tenant's tenancy, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Tenant's creation or maintenance of a threat to health or safety of other Tenants or Management employees, or drug-related criminal activity, shall be processed under the Grievance Policy. Initiation of the grievance procedure **must** be requested in writing. The Grievance Policy is posted in the Management's Office where copies are available upon request.

Before the Management shall schedule a grievance hearing for any grievance concerning the amount of rent the Management claims is due, the Tenant must first bring his or her rent account current by paying to the Management an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Tenant shall continue to deposit this same monthly rent amount into the Management's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Management is required to afford the Tenant the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

XIV. HOUSE RULES, ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The Tenant agrees to obey any house rules, which are related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants' neighbors and management's staff. Such rules may be modified by Management from time to time. Said modifications or changes shall be posted at Management's office or notice of any modification may be given to Tenants as it is practicable. Incorporated into the Lease Agreement is the ACOP, which is available upon request by the Tenant. It is incumbent upon the Tenant to periodically check Management's office for any new rules or modifications and to review and obtain a copy the ACOP.

XV. CHANGES

This Lease Agreement, together with any further adjustments of rent or dwelling unit and any policy rule or regulation referenced in the Lease Agreement or promulgated by Management, evidences the entire agreement between Management and Tenant. Modification of the Lease Agreement must be accomplished by a written rider to the Lease Agreement executed by both parties, except in the case of rent adjustments as provided for in Section III (A) of this Lease Agreement. In the event of a change in Federal or State law after the execution of this Lease Agreement, it is understood that the parties hereto shall be bound by said changes and that said changes may require a revision of this Lease Agreement. Any provisions of the Lease Agreement that are unaffected by any change in State or Federal law shall remain in full effect.

XVI. UNLAWFUL DISCRIMINATION PROHIBITED

The Management shall not discriminate based on race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status or recipients of public assistance and shall comply with all nondiscrimination requirement of Federal, State and local law.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____ at Ferndale, Michigan.

FERNDALE HOUSING COMMISSION

By: _____

Title: Executive Director

“NOTICE: Michigan Law Establishes Rights And Obligations For Parties To Rental Agreements. This Agreement Is Required To Comply With The Truth In Renting Act. If You Have A Question About The Interpretation Or Legality Of A Provision Of This Agreement, You May Want To Seek Assistance From A Lawyer Or Other qualified Person.”

FERNDALE HOUSING COMMISSION

RULES OF OCCUPANCY

The Tenant Agrees:

1. To keep the premises in a clean and sanitary condition.
2. Not to make any repairs or alterations without the written consent of the Landlord.
3. The Tenant, members of Tenant's household and invited visitors shall not cause or allow Activities within Tenant's control which would create a disturbance or cause undue annoyances or discomfort to other tenants or to the community.
4. Not to use tacks, nails, screws or other fasteners except as prescribed by Management and to notify Management promptly of the need of any repairs to the premises.
5. No commercial signs shall be displayed. No article of any description shall be hung on the exterior of the building
6. To dispose of garbage, rubbish and all waste materials as prescribed by Management.
7. Occupants of the Scattered Houses are responsible for the upkeep of the yard including mowing the lawn and snow removal.
8. To follow all rules and regulations of Management concerning occupancy, use and care of the premises and of any common or community space including stairs, halls, laundry rooms, etc.
9. Painting or redecorating of any kind shall not be permitted without written permission of Management.
10. Not to keep, feed or allow any unauthorized animal pets on the leased premises.
11. Automobiles must be parked within areas designated by Management. Unlicensed and/or abandoned automobiles shall be towed away.
12. To authorize the Landlord to dispose of any personal property left on the premises by the Tenant upon approval of the Court.
13. To report to the Landlord any extended periods the unit will be vacant.
14. In addition to the annual re-examination, Tenants are to report any loss of lessee or loss of or addition of major income, recipient through marriage, death or other continuing circumstances.

Failure to report changes, which would have increased rent, may result in retroactive rent.

FERNDALE HOUSING COMMISSION

NOTICE TO ALL TENANTS

IMPORTANT INFORMATION CONCERNING YOUR SECURITY DEPOSIT, IN COMPLIANCE WITH PUBLIC ACT NO. 348 OF THE STATE OF MICHIGAN (EFFECTIVE APRIL 1, 1973):

1. YOUR SECURITY DEPOSIT WILL BE KEPT IN A SPECIAL ACCOUNT FOR SECURITY DEPOSITS ONLY. THIS ACCOUNT IS MAINTAINED AT THE COMERICA BANK, 9 MILE AND HILTON BRANCH, FERNDALE, MICHIGAN.
2. YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE WITH A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.
3. A COPY OF PUBLIC ACT NO. 348 IS POSTED AT THE OFFICE OF THE FERNDALE HOUSING COMMISSION, 415 WITHINGTON, FERNDALE, MICHIGAN.