

**GRAND RAPIDS HOUSING COMMISSION
CRESTON PLAZA APARTMENTS
RESIDENTIAL LEASE AGREEMENT
TERMS AND CONDITIONS**

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.

THIS LEASE AGREEMENT (called the “Lease”) is between the Grand Rapids Housing Commission, (referred to as “Housing Commission”) and Tenant named in Part II of this lease (referred to as “Tenant”).

I. Description of the Parties and Premises.

- (a) The Housing Commission using data provided by the Tenant about income, family composition, and needs, leases to the Tenant, the property (called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The Housing Commission may, by prior written approval, consent to the Tenant’s use of the unit for legal profit-making activities subject to the Housing Commission’s policy on such activities.
- (c) Any additions to the household members named on the Lease, including live-in aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of the Housing Commission. Such approval will be granted only if the new family members pass the Housing Commission’s screening criteria and a dwelling unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused.

The Tenant agrees to wait for the Housing Commission’s approval before allowing additional persons to move into the Premises. 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 the Housing Commission may terminate the Lease in accordance with Section XIV.

- (d) The Tenant shall report deletions (for any reason) from the household members named on the Lease to the Housing Commission in writing, within ten (10) days of the occurrence.

II. Lease and Amount of Rent.

- (a) Unless otherwise modified or terminated in accordance with Section XIV, the Lease shall automatically be renewed for successive terms of one calendar year.

The rent amount is stated in part II of this Lease. Rent shall remain in effect unless adjusted by the Housing Commission in accordance with Section VII herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Housing Commission in compliance with HUD regulations and requirements and in accordance with the Housing Commission's Admissions and Occupancy Policy.

III. Other Charges. In addition to rent, the Tenant is responsible for the payment of certain other charges specified in this Lease. The types and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance Costs. The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by the Tenant, household members, or guests. When the Housing Commission determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Housing Commission or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Housing Commission for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges. At developments where utilities are provided by the Housing Commission, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charges for tenant-supplied air conditioners.
- (d) Late Charges. A charge of \$25.00 for rent or other charges paid after the fifth calendar day of the month. The Housing Commission shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after the Tenant receives the Housing Commission's written notice of the charge.

IV. Payment Location. Rent and other charges can be paid at the Main Office of the Grand Rapids Housing Commission located at 1420 Fuller Avenue, SE or at the office of the housing development where the Tenant resides as specified in Part II of the Residential Lease. As a convenience to residents, cash payments of up to \$15.00 may be received by the management office. Amounts exceeding \$15.00 must be made by check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Security Deposit.

- (a) Tenant Responsibilities. The Tenant agrees to pay an amount equal to the greater of \$50.00 or one month's Total Tenant Payment. The dollar amount of the security deposit is noted on Part II of this Residential lease.
- (b) The Housing Commission's Responsibilities. The Housing Commission will use the Security Deposit at the termination of this Lease:
 - (1) To pay the cost of any rent or any other charges owed by the Tenant at the termination of this Lease.
 - (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until the Tenant has vacated, and the Housing Commission has inspected the dwelling unit.

The return of a Security Deposit shall occur within thirty (30) days after the Tenant moves out. The Housing Commission agrees to return the Security Deposit, if any, to the Tenant when he/she vacates, less any deductions for any costs indicated above, so long as the Tenant furnished the Housing Commission with a forwarding address. If any deductions are made, the Housing Commission will furnish the Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

YOU MUST NOTIFY YOUR 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 PENALTIES ADHERENT TO THAT FAILURE.

VI. Utilities and Appliances.

- (a) Housing Commission Supplied Utilities. If indicated by an (X) on Part II, the Housing Commission will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection.

If indicated by an (X) on Part II of the Lease Agreement, the Housing Commission will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezer, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Housing Commission. A monthly service charge will be payable by the Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the housing development office.

- (b) Tenant-paid Utilities. If the Tenant resides in a development where the Housing Commission does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities the Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals the Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Housing Commission will pay or credit a Utility Reimbursement each month.

The Housing Commission may change the Allowance at any time during the term of the lease, and shall give the Tenant thirty (30) days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If the Tenant's actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant's actual utility bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities. The Tenant agrees not to waste the utilities provided by the Housing Commission and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

The Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions. The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling. The Tenant shall have the right to exclusive use and occupancy of the dwelling unit for the Tenant and other household members listed on the Lease. With the prior written consent of the Housing Commission, members of the household may engage in legal profit-making activities in the dwelling unit.

This provision permits reasonable accommodation of the Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of the provision.

- (b) Ability to comply with Lease terms. 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 this lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and the Housing Commission cannot make any reasonable accommodation that would enable the Tenant to comply with the Lease; THEN, the Housing Commission will assist the Tenant or designated member(s) of the Tenant's family, to find more suitable housing. If there are no family members who can or will take responsibility for moving the Tenant, the Housing Commission will work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of Admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms or in the case of an emergency.

- (c) Redetermination of Rent, Dwelling Size and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year.
- (2) The Tenant promises to supply the Housing Commission, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease and shall be cause to terminate the lease.

All information must be verified. The Tenant agrees to comply with the Housing Commission requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Housing Commission shall give the Tenant reasonable

notice of what actions the Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the Housing Commission to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Housing Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) The following changes will trigger an interim re-examination between regular re-examinations. The family shall report these changes within ten (10) days of their occurrence.
 - (a) A member has been added to the family through birth or adoption or court-awarded custody.
 - (b) A household member is leaving or has left the family unit.
 - (c) Any increase in income or decreases in allowable expenses which exceed \$200 per month or \$2,400 annually.
 - (d) The Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced in the event a tenant's TANF grant is reduced because the tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.
 - (e) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent the Tenant is paying is less than the rent that he/she should have been charged. The Housing Commission may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (f) Rent formulas or procedures are changed by Federal law or regulation.
- (4) All changes in family composition must be reported to the Housing Manager within ten (10) days of the occurrence.

Failure to report within the ten (10) days may result in a retroactive rent charge or constitute cause for eviction.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the tenant AND it does not disqualify the family for the size of dwelling unit it is currently occupying.

- (d) Rent Adjustments. The Tenant will be notified in writing of any rent adjustment. All notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided the Tenant reported the change in a timely manner, as specified above.
 - (2) In the case of a rent increase, when an increase in income occurs and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Housing Commission shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) Transfers.
- (1) The Tenant agrees that if the Housing Commission determines that the size or design of the dwelling unit is no longer appropriate to the Tenant's needs, the Housing Commission shall send the Tenant written notice. The Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.
 - (2) The Housing Commission may move a Tenant into another dwelling unit if it is determined necessary to rehabilitate or demolish the Tenant's dwelling unit.
 - (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Housing commission shall modify the Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a

fully accessible dwelling unit, the Housing Commission may transfer the Tenant to another dwelling unit with the features requested at the Housing Commission's expense.

- (4) A tenant without disabilities that is housed in a dwelling unit with special features must transfer to a dwelling unit without such features should a Tenant with disabilities need the unit.
- (5) In the case of involuntary transfers, the Tenant shall be required to move into the dwelling unit made available by the Housing Commission. The Tenant shall be given fifteen (15) days' time in which to move following delivery of a transfer notice. If the Tenant refuses to move, the Housing Commission may terminate the Lease.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfer may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) The Housing Commission will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

VIII. Housing Commission Obligations. The Housing Commission shall be obligated:

- (a) To maintain the dwelling unit and the housing development in a decent, safe and sanitary condition;
- (b) To comply with the 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 the project building, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, 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, including elevators supplied or required to be supplied with the Housing Commission.
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for

the deposit of garbage, rubbish, and other waste removed from the premise by the Tenant as required by this Lease.

- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- (h) To notify the Tenant of the specific grounds for any proposed adverse action by the Housing Commission. Such adverse action includes, but is not limited to: a proposed lease termination, transfer of the Tenant to another unit, change in the amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the Housing Commission is required to afford the Tenant the opportunity for a hearing under the Housing Commission Grievance Procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform the Tenant of the right to request such a hearing. In the case of lease termination, a Notice of Lease Termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Housing Commission shall not take the proposed action until time to request such a hearing has expired or if a hearing was requested in a timely manner, the grievance process has been completed.

IX. Tenant's Obligations. The Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b)
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (in excess of 14 days per calendar year) without the advance written consent of the Housing Commission.
- (b) To use the dwelling unit solely as a private dwelling for the Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or for a live-

in caregiver for a member of the Tenant's family, provided the accommodation of such persons conforms to the Housing Commission's *Admissions and Continued Occupancy Policy*, and so long as the Housing Commission has granted prior written approval for the foster child(ren), or live-in aide to reside in the dwelling unit.

- (c) To abide by necessary and reasonable regulations promulgated by the Housing Commission for the benefit and well-being of the housing development and Tenants. These regulations shall be posted in a conspicuous manner in the housing development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of the Tenant, members of their household, or other residents of the housing development.
- (e) To keep the dwelling unit and other such areas as may be assigned to the Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of the Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Housing Commission. To refrain from, and cause members of the Tenant's household or guests to refrain from littering or leaving trash and debris in common areas.
- (g) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from, and to cause members of their household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development.
- (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas cause by Tenant, household members or guests.
- (k) To act, and cause household members, guests, or other persons under the tenant's control to act in a manner that will:

- (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Housing Commission housing developments in a decent, safe, and sanitary condition.
- (l) To assure that the Tenant, any member of the household, guests, or other persons under the Tenant's control, shall not engage in:
- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Commission premises by other residents or employees of the Housing Commission, or:
 - (2) Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the dwelling unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use , of a controlled substances as defined in Section 1-2 of the Controlled Substances Act.
- (m) To assure that the tenant, any member of their household, guests, or other persons under the Tenant's control, shall not engage in domestic violence, dating violence or stalking as defined in Section 40002 of the Violence Against Women Act (VAWA) of 1994.
- (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Housing Commission. To make no changes to locks or install new locks on exterior doors without the Housing Commission's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of pictures hangers excepted) without authorization by the Housing Commission.
- (o) To give prior written notice to the Housing Commission, in accordance with Section XIII hereof, of the Tenant's leaving the dwelling unit unoccupied for any period exceeding seven (7) days.
- (p) To act in a cooperative manner with neighbors and Housing Commission staff. To refrain from and cause members of the Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Housing Commission staff.

- (q) To not display, use or possess or allow members of the Tenant's household or guests to display, use or possess any firearms (operable or inoperable), weapons (such as, but not limited to, nunchucks, knives, swords, sabers, etc.) as defined by the laws and courts of the State of Michigan, or use any object with the intent to cause harm anywhere on the property of the Housing Commission.
- (r) To take reasonable precautions to prevent fires and refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (s) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, and stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (t) To refrain from erecting or hanging radio and/or television antennas on or from any part of the dwelling unit.
- (u) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Housing Commission.
- (v) To refrain from, and cause members of the Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Housing Commission's *Pet and Service Animal Policy*.
- (w) To remove from Housing Commission property any vehicles without valid registration. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Housing Commission. Any inoperable or unlicensed vehicle as described above will be removed from Housing Commission property at the Tenant's expense. Automobile repairs are not permitted on the housing development premises.
- (x) To remove any personal property left on Housing Commission property when the Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than thirty (30) days shall be considered abandoned and will be disposed of by the Housing Commission. Costs for storage and disposal shall be assessed against the former tenant.
- (y) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **THE TENANT SHALL NOTIFY THE HOUSING COMMISSION PROMPTLY OF KNOWN NEED FOR**

REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the housing development. The Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

- (z) (1) Not to commit any fraud in connection with any Federal housing assistance program, and
- (2) Not to receive assistance for occupancy of any other dwelling unit assisted under any Federal housing assistance program during the term of this Lease.
- (aa) To pay promptly any utility bills for utilities supplied to the Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) Tenants residing in units at 1030 Clancy, 1070 Clancy, 175 Coldbrook, and 180 Coldbrook must be elderly or disabled families or families receiving supportive services as noted below:
 - (1) The family must have at least one member receiving at least one qualifying supportive service. If the family successfully completes an FSS contract of participation or participation in any other supportive services as defined by the Housing Commission, the family shall continue to be considered a family receiving supportive services as long as the family resides in that unit.
 - (2) If the family fails without good cause to complete its FSS contract of participation or any other supportive services as defined by the Housing Commission, the Housing Commission may terminate the lease in accordance with section XIV of this lease.

X. Defects Hazardous to Life, Health or Safety. In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

Housing Commission Responsibilities:

- (a) The Housing Commission shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Tenant, provided, if the damage was caused by the Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- (b) In the event that the dwelling unit is determined to be unfit for human occupancy, the tenant agrees to vacate the unit. However, if a unit is available, the Housing Commission shall offer the Tenant a replacement dwelling unit. The Housing Commission is not required to offer

the Tenant a replacement dwelling unit if the Tenant, household members, or guests caused the hazardous condition.

- (c) The Tenant shall accept any replacement unit offered by the Housing Commission.
- (d) In the event the Housing Commission, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Tenant rejects alternative accommodations or if the Tenant, household members, or guests caused the damage.
- (e) If the Housing Commission determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Tenant, and the Tenant refuses alternative accommodations, this Lease shall be terminated.

XI. Move-in and Move-out Inspections.

- (a) Move-in Inspection. The Tenant shall inspect the dwelling unit prior to occupancy by the Tenant. The Housing Commission will correct any deficiencies noted on the inspection report, at no charge to the Tenant.
- (b) Move-out Inspection. The Housing Commission will inspect the dwelling unit at the time the Tenant vacates and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or representative may join in such inspection, unless the Tenant vacates without notice to the Housing Commission.

XII. Entry of Premises During Tenancy.

Housing Commission Responsibilities:

- (a) The Housing Commission shall give the Tenant at least **forty eight (48)** hours written notice that the Housing Commission intends to enter the unit. The Housing Commission may enter only at reasonable times.
- (b) The Housing Commission may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (c) If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Housing Commission shall leave, in the dwelling unit, a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

Tenant Responsibilities:

- (a) The Tenant agrees that the duly authorized agent, employee, or contractor of the Housing Commission will be permitted to enter the Tenant's dwelling during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the dwelling unit, or showing the unit for releasing.
- (b) When the Tenant calls to request maintenance on the dwelling unit, the Housing Commission shall attempt to provide such maintenance at a time convenient to the Tenant. If the Tenant is absent from the dwelling unit when the Housing Commission comes to perform maintenance, the Tenant's request for maintenance shall constitute permission to enter.

XIII. Notice Procedures.

Housing Commission Responsibilities:

- (a) Notice to the Tenant must be in writing, delivered to the Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Tenant.
- (b) Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (b) If the Tenant is visually impaired, all notices must be in an accessible format.

Tenant Responsibilities:

- (a) Any notice to the Housing Commission must be in writing, delivered to the Housing Development Office or to the Housing Commission's Main Office, or sent by prepaid first-class mail, properly addressed to the Housing Development Office or to the Housing Commission's Main Office.

XIV. Termination of the Lease. In terminating the Lease, the following procedures shall be followed by the Housing Commission and Tenant.

- (a) This Lease may be terminated for engaging in domestic violence, dating violence or stalking as defined in Section 40002 of the Violence Against Women Act (VAWA) of 1994.
- (b) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section IX above, or for other good cause.

Criminal activity directly relating to domestic violence, dating

violence, or stalking engaged in by a member of the tenant's household or any guests or other person under the tenant's control shall not be cause for termination of the Lease if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking and substantiates the same with a Personal Protection Order (PPO) issued by a Court of Record.

Serious or repeated violation of **material terms of the Lease** shall include, but not be limited to:

- (1) The failure to pay rent or other payments when due.
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four (4) such late payments within a twelve (12) month period shall constitute repeated late payments.
- (3) Failure to pay utility bills when the Tenant is responsible for paying such bills directly to the supplier of utilities.
- (4) Misrepresentation of family income, assets, or composition.
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual re-examinations or interim redeterminations.
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any housing development site.
- (7) Criminal activity by the Tenant, household member, guest, or other person under the Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Commission's premises by other residents, or any drug-related criminal activity.
- (8) Possession or use of weapons or illegal drugs in a Housing Commission dwelling unit, common area or on its premises.
- (9) Any fire on Housing Commission premises caused by carelessness or unattended cooking.
- (10) Families residing at 1030 Clancy, 1070 Clancy, 175 Coldbrook, or 180 Coldbrook who fail without good cause to complete their FSS

contract of participation or any other supportive services as defined by the Housing Commission in accordance with paragraph IX (bb) of this lease.

- (c) The Housing Commission shall give written notice of the proposed termination of the Lease of:
 - (1) Fourteen (14) days in the case of failure to pay rent.
 - (2) Thirty (30) days for breach of the Lease, or cause, unless State law permits a shorter period.
 - (3) Seven (7) days for willfully or negligently causing a serious and continuing health hazard.
 - (4) Seven (7) days where the Tenant, a member of the Tenant's household, guest or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance, as defined by Michigan law, on the leased premises.

- (d) The Notice of Termination:
 - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform the Tenant of his/her right to make such reply as he/she may wish, and the Tenant's right to examine the Housing Commission documents directly relevant to the termination or eviction.
 - (2) When the Housing Commission is required to offer the tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the right to request such a hearing in accordance with the Housing Commission's grievance procedures.
 - (3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing and specify that if the Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Tenant, and the Tenant may be required to pay the costs of court and attorney's fees.
 - (4) When the Housing Commission is required to offer the Tenant the opportunity for a grievance hearing concerning the lease termination under the Housing Commission's grievance procedure, the tenancy shall not terminate (even if any Notice to

Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

(5) When the Housing Commission is not required to offer the Tenant the opportunity for a hearing under the grievance procedure and the Housing Commission has decided to exclude such grievance from the Housing Commission grievance procedure, the notice of lease termination shall (a) state that the Tenant is not entitled to a grievance hearing on the termination, (b) specify the judicial eviction procedure to be used by the Housing Commission for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations, and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

(6) The Housing Commission may only evict the Tenant from the unit in accordance with Michigan law.

(e) The Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above.

(f) In deciding to evict for criminal activity, the Housing Commission shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Housing Commission may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Housing Commission may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

XV. Waiver. No delay or failure by the Housing Commission in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards. In an effort to improve the livability and conditions of the apartments owned and managed by the Housing Commission,

uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Housing Commission Responsibility. The standards that follow will be applied fairly and uniformly to all Tenants. The Housing Commission will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Housing Commission will notify the Tenant in writing if he/she fails to comply with the standards. The Housing Commission will advise the Tenant of the specific correction(s) required to establish compliance, and inform the tenant that training is available. Within a reasonable period of time, the Housing Commission will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant Responsibility. The Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease and may result in eviction.

- (c) Housekeeping Standards – Inside the Apartment/House.

General:

- (1) Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors should be clean, clear, dry and free of hazards.
- (3) Ceilings should be clean and free of cobwebs.
- (4) Windows should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork should be clean, free of dust, gouges, or scratches.
- (6) Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating Units should be dusted and access uncluttered.
- (8) Trash shall be disposed of properly and not left in the unit.
- (9) Stairwells should be clean and uncluttered.

- (10) Entire unit should be free of rodent or insect infestation.

Kitchen:

- (1) Stove should be clean and free of food and grease.
- (2) Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan should be free of grease and dust.
- (5) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas should be neat and clean without spilled food.
- (7) Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom:

- (1) Toilet and tank should be clean and odor free.
- (2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory should be clean.
- (4) Exhaust fans should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas:

- (1) Linen closet should be neat and clean.
- (2) Other closets should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- (3) Other storage areas should be clean, neat and free of hazards.

- (4) Utility Room or Basement should be free of debris, motor vehicle parts and flammable materials.
 - (5) Laundry areas should be clean and neat. Remove lint from dyers after use. Drains should be clear of debris and allow for proper drainage.
- (d) Housekeeping Standards – Outside the Apartment/House. The following standards apply to family and scattered site developments only. Some standards apply only when the area noted is for the exclusive use of the Tenant.
- (1) Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
 - (2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the dwelling unit.
 - (3) Steps (front and rear) should be clean and free of hazards.
 - (4) Sidewalks should be clean and free of hazards.
 - (5) Storm doors should be clean with glass or screens intact.
 - (6) Parking lot should be free of abandoned cars. There shall be no car repairs in the lots.
 - (7) Hallways should be clean and free of hazards.
 - (8) Stairwells should be clean and uncluttered.

PART II: RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Grand Rapids Housing Commission (herein called the “Housing Commission”), and _____ (herein called the “Tenant”), and becomes effective as of this date:_____.

- (1) **Dwelling Unit:** The Housing Commission, relying upon the representations of the Tenant as to the Tenant’s income, household composition and housing need, leases to the Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at _____ (hereinafter called the “premises”) to be occupied exclusively as a private residence by the Tenant and his/her household. The Tenant’s UNIT NUMBER is _____.

- (2) **Household Composition:** The Tenant’s household is composed of the individuals listed below (other than the Head or Spouse each household member should be listed by age, oldest to the youngest). All members of the household over the age of 18 years shall execute the Lease. The members of the household authorized to reside in the unit include and are limited to the persons listed below. In the event the Tenant allows a person not listed below to occupy said unit, such action shall constitute a material breach of the Lease and be cause for eviction of Tenant and all occupants.

Name	Relationship	Age & Birthdate	Social Security #
1.	Head	/ /	
2.		/ /	
3.		/ /	
4.		/ /	
5.		/ /	
6.		/ /	
7.		/ /	
8.		/ /	
9.		/ /	
10.		/ /	

(3) **Term:** The term of this Lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) **Rent:** Initial rent (prorated for partial month) shall be \$_____ and, if applicable, the Tenant shall receive the benefit of \$_____ from the Housing Commission for Utility Reimbursement (for partial month) paid/credited to _____ for the period beginning _____ and ending at mid-night on _____. Thereafter, rent in the amount of \$_____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$_____ per month (if applicable) shall be paid/credited by the Housing Commission to _____.

This is the flat rent for the premises.

This rent is based on the income and other information reported by the Resident.

(5) **Utilities and Appliances:** Housing Commission-Supplied Utilities are indicated by an (X) below. The Housing Commission provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Heating Fuel Water Sewage Other: Trash

If indicated by an (X) below, the Housing Commission shall provide the following appliances for the premises:

Cooking Range Refrigerator

(6) **Utility Allowances:** Tenant-Paid Utilities – If indicated by an (X) below, the Housing Commission shall provide the Tenant with a Utility Allowance in the monthly amount totaling \$N/A for the following utilities paid directly by the Tenant to the Utility Supplier:

Electricity Natural Gas Heating Fuel Water Sewage Trash Removal

Tenant-Supplied Cooking Range Tenant-Supplied Refrigerator.

(7) **Charges for Excess Appliances:** Charges for excess appliances are not applicable to tenants who pay utilities directly to utility supplier. Charges for excess appliances are due per the following:

Air Conditioners. An additional charge of **\$0.00** per month will be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances. If checked below, an additional charge of **\$0.00** per month for each month of occupancy for each excess appliance on the premises.

Freezer

Extra Refrigerator

Second color TV

Second Stereo

Automatic Washer

Other: _____

(8) Security Deposit: The Tenant agrees to pay \$_____ as a security deposit. See Part I of this Lease for information on treatment of the Security Deposit.

(9) Execution: By the Tenant's signature below, the Tenant and household agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this lease Agreement have been received and thoroughly explained to me/us.

TENANT _____

DATE _____

CO-TENANT _____

DATE _____

CO-TENANT _____

DATE _____

MANAGER _____

DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Housing Commission before execution of the Lease, or before Housing Commission approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Housing Commission in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

If indicated by an (X) below, the Housing Commission has provided the tenant with the following attachments and information:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Part I of this Lease | <input type="checkbox"/> Standard Maintenance Charges | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Watch Out for Lead
Paint Poisoning | <input type="checkbox"/> Grievance Procedure | <input type="checkbox"/> Pest Policy |
| <input type="checkbox"/> Operating Standards | <input type="checkbox"/> Tenancy Addendum HUD-52530 | <input type="checkbox"/> Other: _____ |

**GRAND RAPIDS HOUSING
COMMISSION**

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY
CRESTON PLAZA APARTMENTS**

ACOP TABLE OF CONTENTS

1.0 FAIR HOUSING	5
2.0 REASONABLE ACCOMODATION	5
2.1 COMMUNICATION	6
2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION	6
3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS	7
4.0 FAMILY OUTREACH	7
5.0 RIGHT TO PRIVACY	8
6.0 REQUIRED POSTINGS	8
7.0 TAKING APPLICATIONS	9
8.0 ELIGIBILITY FOR ADMISSION	10
8.1 INTRODUCTION	10
8.2 ELIGIBILITY CRITERIA	10
8.3 SUITABILITY	14
8.4 GROUNDS FOR DENIAL	15
8.5 INFORMAL REVIEW	17
9.0 MANAGING THE WAITING LIST	18
9.1 OPENING AND CLOSING THE WAITING LIST	18
9.2 ORGANIZATION OF THE WAITING LIST	18
9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST	18
9.4 PURGING THE WAITING LIST	19
9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST	19
9.6 MISSED APPOINTMENTS	19
9.7 NOTIFICATION OF NEGATIVE ACTIONS	19
10.0 TENANT SELECTION AND ASSIGNMENT PLAN	20
10.1 PREFERENCES	20
10.2 ASSIGNMENT OF BEDROOM SIZES	20
10.3 OFFER OF A UNIT	22
10.4 REJECTION OF UNIT	22
10.8 ACCEPTANCE OF UNIT.....	22
11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME	23
11.1 ANNUAL INCOME.....	23
11.2 EXCLUSIONS FROM INCOME.....	25
11.3 DEDUCTIONS FROM ANNUAL INCOME	29
12.0 VERIFICATION	30
12.1 ACCEPTABLE METHODS OF VERIFICATION	30
12.2 TYPES OF VERIFICATION	31

12.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS	33
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS	34
12.5	TIMING OF VERIFICATION	35
12.6	FREQUENCY OF OBTAINING VERIFICATION	36
13.0	DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT ...	36
13.1	THE FORMULA METHOD	36
13.2	MINIMUM RENT	36
13.3	RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE	37
13.4	UTILITY ALLOWANCE - SURCHARGES	38
13.5	PAYING RENT	38
14.0	OTHER PAYMENTS UNDER THE LEASE	39
15.0	SUPPORTIVE SERVICES REQUIREMENT	39
16.0	RECERTIFICATIONS	39
16.1	GENERAL	39
16.2	MISSED APPOINTMENTS	39
16.3	THE FORMULA METHOD	40
16.4	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS	40
16.5	INTERIM RE-EXAMINATIONS	40
16.6	SPECIAL RE-EXAMINATIONS	41
16.7	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS	41
17.0	UNIT TRANSFERS	42
17.1	OBJECTIVES OF THE TRANSFER POLICY	42
17.2	CATEGORIES OF TRANSFERS	42
17.3	DOCUMENTATION	42
17.4	PROCESSING TRANSFERS	43
17.5	COST OF THE FAMILY'S MOVE	43
17.6	TENANTS IN GOOD STANDING	44
17.7	TRANSFER REQUESTS	44
17.8	RIGHT OF THE GRAND RAPIDS HOUSING COMMISSION IN TRANSFER POLICY	44
18.0	INSPECTIONS	45
18.1	MOVE-IN INSPECTIONS	45
18.2	ANNUAL INSPECTIONS	45
18.3	PREVENTATIVE MAINTENANCE INSPECTIONS	45
18.4	SPECIAL INSPECTIONS	45
18.5	HOUSEKEEPING INSPECTIONS	45
18.6	NOTICE OF INSPECTION	46
18.7	EMERGENCY INSPECTIONS	46
18.8	PRE-MOVE-OUT INSPECTIONS	46
18.9	MOVE-OUT INSPECTIONS	46
19.0	PET POLICY	46
19.1	EXCLUSIONS	46
19.2	APPROVAL	46
19.3	TYPES AND NUMBER OF PETS	47
19.4	INOCULATIONS	47
19.5	PET DEPOSIT	47
19.6	FINANCIAL OBLIGATION OF RESIDENTS	47
19.7	NUISANCE OR THREAT TO HEALTH OR SAFETY	47
19.8	DESIGNATION OF PET AREAS	47

19.9	REMOVAL OF PETS	48
20.0	REPAYMENT AGREEMENTS	48
21.0	TERMINATION.....	48
21.1	TERMINATION BY TENANT	48
21.2	TERMINATION BY THE HOUSING COMMISSION	48
21.3	ABANDONMENT	49
21.4	RETURN OF SECURITY DEPOSIT	49
GLOSSARY	51
ACRONYMS	60

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Grand Rapids Housing Commission's policies of the Creston Plaza Apartments, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Grand Rapids Housing Commission to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Grand Rapids Housing Commission's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Grand Rapids Housing Commission will provide Federal/State/local information to applicants/tenants of its housing programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Grand Rapids Housing Commission office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Grand Rapids Housing Commission will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Grand Rapids Housing Commission will also assist them in completing the forms, if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Grand Rapids Housing Commission housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Grand Rapids Housing Commission will follow in determining whether it is reasonable to

provide a requested accommodation. Because disabilities are not always apparent, the Grand Rapids Housing Commission will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of re-examination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition.)

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Grand Rapids Housing Commission will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Grand Rapids Housing Commission will obtain documentation that the requested accommodation is needed due to the disability. The Grand Rapids Housing Commission will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Grand Rapids Housing Commission's business is housing. If the request would alter the fundamental business that the Grand Rapids Housing Commission conducts, that would not be reasonable. For instance, the

Grand Rapids Housing Commission would deny a request to have the Grand Rapids Housing Commission do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently, the requested accommodation costs little or nothing. If the cost would be an undue burden, the Grand Rapids Housing Commission may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally, the individual knows best what it is they need; however, the Grand Rapids Housing Commission retains the right to be shown how the requested accommodation enables the individual to access or use the Grand Rapids Housing Commission's programs or services.

If more than one accommodation is equally effective in providing access to the Grand Rapids Housing Commission's programs and services, the Grand Rapids Housing Commission retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Grand Rapids Housing Commission if there is no one else willing to pay for the modifications. If another party pays for the modification, the Grand Rapids Housing Commission will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Grand Rapids Housing Commission will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Grand Rapids Housing Commission will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: Spanish

4.0 FAMILY OUTREACH

The Grand Rapids Housing Commission will publicize the availability and nature of its programs for extremely low-, very low- and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Grand Rapids Housing Commission will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Grand Rapids Housing Commission will also try to utilize public service announcements.

The Grand Rapids Housing Commission will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for its program.

5.0 RIGHT TO PRIVACY

All family members, 18 years and older of both applicant and tenant households are required to sign HUD Form #9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the Grand Rapids Housing Commission will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy (ACOP).
- B. Notice of the status of the waiting list (opened or closed).
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours.
- D. Income Limits for Admission.
- E. Excess Utility Charges.
- F. Utility Allowance Schedule.
- G. Current Schedule of Routine Maintenance Charges.
- H. Dwelling Lease.
- I. Grievance Procedure.

- J. Fair Housing Poster.
- K. Equal Opportunity in Employment Poster.
- L. Any current Grand Rapids Housing Commission Notices.

7.0 TAKING APPLICATIONS

Families wishing to apply for the Creston Plaza Apartments will be required to complete an application for housing assistance. On-line applications are available to the public at grhousing.org. Paper applications are also available and will be accepted during regular business hours at all Grand Rapids Housing Commission’s properties:

**Grand Rapids Housing Commission
1420 Fuller, SE
Grand Rapids, MI 49507**

Adams Park Apartments
1440 Fuller, SE
Grand Rapids, MI 49507

Campau Commons Apartments
821 S. Division
Grand Rapids, MI 49507

Creston Plaza Apartments
1014 Clancy, NE
Grand Rapids, MI 49503

Hope Community
1024 Ionia, SW
Grand Rapids, MI 49507

Leonard Terrace Apartments
1315 Leonard, NE
Grand Rapids, MI 49505

Mt. Mercy Apartments
1425 Bridge, NW
Grand Rapids, MI 49504

Ransom Tower Apartments
50 Ransom, NE
Grand Rapids, MI 49503

Sheldon Apartments
1010 Sheldon, SE
Grand Rapids, MI 49507

Applications are taken to compile a waiting list. Due to the demand for housing in the Grand Rapids Housing Commission’s jurisdiction, the Grand Rapids Housing Commission may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Grand Rapids Housing Commission will verify the information.

Applications may be made in person at the Grand Rapids Housing Commission offices Monday through Friday 8:00 AM to 5:00 PM. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Grand Rapids Housing Commission.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Grand Rapids Housing Commission to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-649-3777.

The application process will involve two (2) phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Grand Rapids Housing Commission will make a preliminary determination of eligibility. If the Grand Rapids Housing Commission determines the family to be ineligible, it will notify the family in writing. The notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may, at any time, report changes in their applicant status including changes in family composition, income, or preference factors. If applicants move, they must immediately notify the Housing Commission in writing of their new address. The only means by which the Housing Commission can contact applicants is through the mail. The Grand Rapids Housing Commission will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Grand Rapids Housing Commission will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five (5) eligibility requirements for admission to the Creston Plaza Apartments: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Grand Rapids Housing Commission's screening criteria in order to be admitted to the Creston Plaza Apartments.

8.2 ELIGIBILITY CRITERIA

A. Family Status.

- 1. A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two (2) or more persons who are at least 62 years of age living together; or
 - c. One (1) or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two (2) or more persons with disabilities living together; or
 - c. One (1) or more persons with disabilities living with one or more live-in aides.
4. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
5. A **remaining member of a tenant family**, which is a person who is considered a member of the family on the most recent certification.
6. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility.

- 1. To be eligible for admission to the Creston Plaza Apartments, the family's annual income must meet the income targeting schedule as defined by MSHDA:

Phase I: 4 units at 30% AMI, 9 units at 40% AMI, 13 units at 50% AMI, and 24 units at 60% AMI.

Phase II: 8 units at 30% AMI, 10 units at 40% AMI, 9 units at 50% AMI, and 23 units at 60% AMI.

2. Income limits as stated in paragraph B1 apply only at admission and are not applicable for continued occupancy. Income at recertification exceeding 140% AMI results in ineligibility.
3. A family may not be admitted to the Creston Plaza Apartments from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements.
4. Income limit restrictions apply to families transferring from a unit in Creston Plaza Phase I to a unit in Creston Plaza Phase II or from a unit in Creston Plaza Phase II to a unit in Creston Plaza Phase I.

C. Citizenship/Eligibility Status.

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family Eligibility for Assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below in Paragraph 2b.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation.

To be eligible, all household members of the applicant family must disclose and verify their assigned Social Security number. The Grand Rapids Housing Commission will deny the eligibility of the applicant family for failure to meet this criteria. However, if the family is otherwise eligible to participate in the program, the family may maintain their position on the waiting list for a 90-day period to comply with the Social Security number disclosure and verification requirements. If all household members have not disclosed and verified their Social Security number at the time a unit becomes available, the Grand Rapids Housing Commission must offer the available unit to the next eligible applicant

family on the waiting list. If the family is still unable to meet the Social Security number disclosure and verification requirements at the expiration of the 90-day period, the Housing Commission will default the application.

In accordance with 24 CFR 5.215, applicants are required to disclose their assigned Social Security number with the exception of the following individuals:

1. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a Social Security number.
 - a. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
 - b. A family that consists of two (2) or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The Grand Rapids Housing Commission will not deny assistance to mixed families due to nondisclosure of a Social Security number by an individual who does not contend to have eligible immigration status.

Acceptable means of documentation to verify the Social Security number is the original Social Security card. If the card is not available, the Grand Rapids Housing Commission will accept an original Social Security Administration issued document, which contains the name and Social Security number of the individual or an original document issued by a federal, state, or local government agency, which contains the name and Social Security number of the individual.

The Grand Rapids Housing Commission may reject documentation of the Social Security number provided by the applicant for only the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

Should the documentation be found to be unacceptable, Housing Commission staff will advise the applicant the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the Social Security number and submit it to the Grand Rapids Housing Commission within 90 days. Should the applicant be unable to provide the acceptable documentation within the 90-day period, the application will be defaulted.

E. Signing Consent Forms.

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Grand Rapids Housing Commission to obtain from the National Directory of New Hires (NDNH) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Grand Rapids Housing Commission to verify with previous or current employers' income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD or the Grand Rapids Housing Commission to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the lease. The Grand Rapids Housing Commission will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Grand Rapids Housing Commission employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Grand Rapids Housing Commission will consider objective and reasonable aspects of the family's background, including the following:
 1. History of meeting financial obligations, especially rent;
 2. Ability to maintain (or with assistance, would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely

affect the health, safety, or well being of other tenants or staff or cause damage to the property;

4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol, other legal substances, or illegal substances in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Grand Rapids Housing Commission will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Grand Rapids Housing Commission will verify the information provided. Such verification will include but may not be limited to the following:

1. A credit check of the head, spouse, and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. Where the individual has lived outside the local area, the Grand Rapids Housing Commission will contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to the Creston Plaza Apartments.

8.4 GROUNDWORK FOR DENIAL

The Grand Rapids Housing Commission is not required or obligated to assist applicants who:

- A. Do not meet one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Lack sufficient or have unacceptable landlord references;
- E. Have a history of not meeting financial obligations, especially rent;
- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- G. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- H. Have a history of disturbing neighbors, destruction of property or housekeeping habits which may adversely affect the health, safety or welfare of other tenants or staff;
- I. Currently owes rent or other amounts to any housing authority in connection with their Public Housing or Section 8 programs;
- J. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- K. Were evicted from assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- L. Were evicted from assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- M. Are illegally using a controlled substance or are abusing alcohol or other legal substances in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Grand Rapids Housing Commission may waive this requirement if:
 - 1. The person demonstrates to the Grand Rapids Housing Commission's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol or other legal substances;
 - 2. Has successfully completed a supervised substance abuse rehabilitation program;

- 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised substance abuse rehabilitation program.
- N. Have engaged in or threatened abusive or violent behavior towards any Grand Rapids Housing Commission staff or residents;
 - O. Have a household member who has ever been evicted from public housing;
 - P. Have a family household member who has been terminated under the Section 8 certificate or voucher program;
 - Q. **Denied for Life:** If any household member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
 - R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 *INFORMAL REVIEW*

- A. If the Grand Rapids Housing Commission determines that an applicant does not meet the criteria for receiving housing assistance, the Grand Rapids Housing Commission will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) calendar days of the denial. The Grand Rapids Housing Commission will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Grand Rapids Housing Commission, other than the person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Grand Rapids Housing Commission's decision. The Grand Rapids Housing Commission must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Grand Rapids Housing Commission provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.