



Carroll Heights Apartments

Owned and Operated by:

County of La Crosse, Wisconsin

3505 Park Lane Drive • La Crosse, Wisconsin 54601-7769

(608) 785-5500

Web Site: www.co.la-crosse.wi.us



LA CROSSE COUNTY

APARTMENT LEASE

APARTMENT NUMBER _____

1) **PARTIES:**

Tenant(s):

Landlord:

2) **TERM** - This lease shall be for a period beginning on _____ through the end of the year. Rate increases occur the first of every year. An addendum to your lease is sent each year thereafter.

3) **RENT/PAYMENTS DUE:**

A. Monthly rent shall be \$_____ and is due in advance on the 1st of each month beginning _____.

B. A penalty shall be assessed for rent not paid by the end of the fifth (5th) business day of the month - \$5 for 1st late rent; \$10 for 2nd late rent and \$15 for 3rd late rent within one calendar year.

C. The Tenant agrees to pay \$_____ (one month's rent) as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, any rent past due or other charges due Carroll Heights. Security deposits are due prior to occupancy of the unit.

D. The refund of the security deposit will not be made until after the Tenant has vacated and the dwelling has been inspected by Management. The deposit may not be used to pay rent and other charges while the Tenant is in occupancy.

4) **UTILITIES/SERVICES** - Utility charges, other than the telephone, are included in the rent. Utilities include heat, lights, water, trash removal, air conditioning and basic cable TV. The Tenant will pay Carroll Heights \$47 per month for carport rental when applicable.

5) **SPECIAL CONDITIONS**

A. Rent checks are to be made payable to Carroll Heights.

The use of Bill Pay and ETF are also options to consider.

B. No pets are allowed. No SMOKING on the grounds/campus.

C. Maintenance personnel will hang all pictures, mirrors, etc.

D. There will be a \$100 Administrative Fee charged if: 1) a refund of the security deposit is requested after holding an apartment for ten (10) days or longer 2) cancellation of lease occurs without the 45-day termination notice.

E. Keys must be returned before refund is made on the security deposit.

F. Tenants returning from a stay at hosp/NH; proper assessment is required prior to return.

6) **RENEWAL OF LEASE** - This lease shall be renewed annually unless either party serves the other party with a forty-five (45) day written notice of termination prior to the expiration of this lease. Management must inform the tenant, in writing, of the amount of rent increase within

forty-five (45) days of expiration of this lease.

- 7) **ASSIGNMENT/SUBLETTING** - The Tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers without the written consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for Tenant and his/her family. This provision does not exclude reasonable accommodation of Tenant's guests*, visitors, foster children, or live-in care for a member of the Tenant's family. Tenant agrees to abide by such necessary and reasonable regulations as may be established by Management for the benefit and well-being of the apartment complex and the Tenants. (*Guests and visitors permitted for a period of no more than two weeks. In unusual circumstances, the Governing Body will act on individual requests.)
- 8) **TENANT OBLIGATIONS**
- A. Not to assign the lease or to sub-lease the premises.
 - B. Not to provide accommodations for boarders or lodgers.
 - C. To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in Section 7, and not to permit its use for any other purpose.
 - D. To abide by necessary and reasonable regulations established by the Governing Body for the benefit and well-being of the apartments and the tenants, which are provided in the handbook.
 - E. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
 - F. To keep the premises and such other areas as may be assigned for the Tenant's exclusive use in a clean and safe manner.
 - G. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, including bio-hazardous wastes such as insulin needles, etc.
 - H. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and facilities and appurtenances including the elevator.
 - I. To refrain from and to cause family members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or complex.
 - J. To pay reasonable charges (other than wear and tear) for the repair of damages to the premises, building, facilities or common areas caused by the Tenant, their household, and guests.
 - K. To conduct him or her self and cause other persons on the premises with his/her consent to conduct themselves in a manner which will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the complex in a decent, safe, and sanitary manner.
 - L. To refrain from illegal or other activity which impairs the physical or social environment of the complex.
 - M. Not to keep animals or pets.
 - N. To refrain from parking non-licensed vehicles and/or vehicles that are not in operating condition in parking lots, driveways, yards, sidewalks, or public streets adjacent to the complex. One vehicle per tenant on the campus.
 - O. Comply with fire and safety regulations which state only artificial Christmas trees/decorations are allowed in the complex. No Open flames.
 - P. Not to smoke in their apartments and the rest of the building. **(Note: Tenants need to let their guests know that smoking is not allowed on the premises or the grounds.)**

9. **MANAGEMENT OBLIGATIONS**

- A. To maintain the premises in a decent/safe/sanitary condition.
- B. To make necessary repairs to the premises.
- C. To keep building/grounds/common areas, not otherwise assigned to Tenants for maintenance and upkeep, in a clean/safe/sanitary condition.
- D. To maintain in good, safe working order/condition - electrical, plumbing, sanitary, heating, ventilation systems and appliances.
- E. To provide and maintain appropriate receptacles and facilities for the disposal of garbage, rubbish and other waste removed from the premises by the Tenant in accordance with Section 8(G).

10. **MAINTENANCE, DAMAGE, REPAIR** - The Tenant agrees to use reasonable care to keep the dwelling unit in such condition as to prevent health and sanitation problems from arising; Tenant to notify Management promptly of known need for repairs to the dwelling unit and of known unsafe conditions in the common areas and grounds of the complex 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 complex caused by the Tenant, his/her household members, or guests. Such charges shall be billed to the Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Management agrees to accept rental money without regard to any other charge owed by the Tenant to Management, and to seek separate legal remedy for the collection of any other charges which may accrue to Management from Tenant.

Management shall maintain the buildings, common areas and grounds of the complex in a decent, safe, and sanitary condition. 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 temporary alternative accommodations offered to the Tenant within a reasonable time of Tenant's reporting same to Management, and it is within Management's ability to correct the defect or obtain the correction thereof, then Tenant's rent shall abate during the entire period of the existence of such defect while residing in the un-repaired dwelling. Rent shall not abate if the Tenant rejects reasonable alternative temporary accommodation.

11. **INSPECTIONS**

- A. Prior to Tenant move-in, Management and the Tenant and/or a representative shall inspect the dwelling unit. Management shall give Tenant a written statement of the condition of the dwelling unit and the equipment in it. The statement (Condition Check List) of the condition of the dwelling shall be signed by the Tenant and Management and a copy maintained in the Tenant's file.
- B. Tenant agrees that the duly authorized agent, employee, or representative of Management will be permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing, to the Tenant of the date, time, and purpose; provided, however, that Management shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Management reasonably believes that an emergency exists which requires such entrance. Management will leave on the premises, in writing, the date, time and purpose of such entry and of the emergency which necessitated it, prior to leaving the premises.
- C. When Tenant vacates, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant

and/or representative may join in such inspection.

- D. An annual health/safety check will be performed by Management with advance notice of time and date. Management will get Protective services involved if Apartment is not kept in a clean and safe manner under management's discretion.
12. **GRIEVANCE PROCEDURE** - All grievances arising under this lease shall be processed and resolved pursuant to the grievance procedure established by Management.
13. **VACATING OF PREMISES** - The Tenant agrees to vacate the premises at the end of the lease term and return the keys to Management if they intend to vacate the dwelling unit.
14. **ABANDONMENT BY TENANT** - If the Tenant abandons the property before the expiration of the lease, Management shall apply any rent received to outstanding costs, and the Tenant shall be liable for any deficiency. Management shall have the right to re-lease the apartment. Tenants who intend to be absent from the dwelling unit three (3) weeks or longer should notify Management in writing.
15. **MANAGEMENT'S RIGHT TO ENTER** - Management reserves the right to enter the apartment in health or safety emergencies or when entry is necessary to preserve and protect the premises from damage in the Tenant's absence.
16. **DISPOSAL OF TENANT'S PROPERTY** - If the Tenant leaves any property on the premises after vacating or abandonment of the dwelling unit, Management reserves the right to dispose of the property after a thirty (30) day written notification.
17. **DAMAGE BY CASUALTY** - If the premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Management shall have the option to repair the premises and if repairs are not made, this lease shall terminate. If the premises are damaged to a degree which does not render them untenable, Management shall repair them as soon as reasonably possible. The Tenant shall have renters' insurance to cover Tenant's personal property on premises. Management is not liable for Tenant's personal property in the event of fire or other disaster.
18. **RULES** - Management may make such reasonable rules governing the premises and the building of which they are part as Management deems necessary. The Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Management may make changes in the rules and shall give written notices of changes to Tenants at least fourteen (14) days before the new rules become effective. The Tenant acknowledges receipt of the attached rules prior to the execution of this lease.
19. **LIABILITY OF MULTIPLE TENANTS** - All Tenants, if more than one, shall be jointly liable for the full amount of payments due under this lease.
20. **CANCELLATION** - This lease may be cancelled by death of the Tenant, by serving fifteen (15) days written notice for medical reasons, and for non-renewal of the lease as described in Section 6. If the Tenant fails to pay rent when due and/or breaches a covenant or condition of this lease, the tenancy is terminated if the Tenant fails to pay rent and/or fails to remedy the breached condition within five (5) days of receiving notice to vacate or remedy the condition or pay rent. If the Tenant receives another notice for failure to pay rent and/or breach of condition within one year, the tenancy is terminated on or before a date of at least fourteen (14) days after the giving of a second notice, without a right to remedy the default.

NOTICE TO TENANT OF DEFENSE TO EVICTION ACTION: VICTIM RIGHTS EXCEPTION

LEASE ADDENDUM: This “*Notice to Tenant of Defense to Eviction Action: Victim Rights Exception,*” is henceforth incorporated into this lease as an addendum. All provisions of the Federal “*Violence Against Women Act,*” (VAWA) are also incorporated into this lease as an addendum.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

Wisconsin Statute Section 106.50(5m)(dm) states: It is not discrimination based on status as a victim of domestic abuse, sexual assault, or stalking for a landlord to bring an action for eviction of a tenant based on a violation of the rental agreement or of a statute that entitles the landlord to possession of the premises, unless subd. 1. or 2. applies. A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:

(1) That the tenant is a victim of domestic abuse, sexual assault, or stalking and that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant. **Also see Wis. Stat. Sec. 704.44(7)(a) & (b); 704.44(9).**

(2) That the tenant is a victim of domestic abuse, sexual assault, or stalking, that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant, and that the tenant has done one of the following:

(a) Sought an injunction under Wis. Stat. Sec. 813.12, 813.122, 813.123, or 813.125 enjoining the person from appearing on the premises.

(b) Upon receiving notice under Wis. Stat. Sec. 704.17 [**Notice Terminating tenancies for failure to pay rent or other breach by tenant**], provided a written statement to the landlord indicating that the person will no longer be an invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.

Wisconsin Statute Section 704.16(1) states: A residential tenant may terminate his or her tenancy and remove from the premises if both of the following apply:

(a) The tenant or child of a tenant faces an imminent threat of serious physical harm from another person if the tenant remains on the premises.

(b) The tenant provides the landlord with notice in the manner provided under Wis. Stat. Sec. 704.21 and with a certified copy of any of the following:

1. An injunction order under Wis. Stat. Sec. 813.12(4) protecting the tenant from the person.
2. An injunction order under Wis. Stat. Sec. 813.122 protecting the child of the tenant from the person.
3. An injunction order under Wis. Stat. Sec. 813.125(4) protecting the tenant or a child of the tenant from the person, based on the person’s engaging in an act that would constitute sexual assault under Wis. Stat. Sec. 940.225, 948.02, or 948.025, or stalking under Wis. Stat. Sec. 940.32, or attempting or threatening to do the same.
4. A condition of release under Ch. 969 ordering the person not to contact the tenant.
5. A criminal complaint alleging that the person sexually assaulted the tenant or a child of the tenant under Wis. Stat. Sec. 940.225, 948.02, or 948.025.
6. A criminal complaint alleging that the person stalked the tenant or child of the tenant under Wis. Stat. Sec. 940.32.
7. A criminal complaint that was filed against the person because of the person being arrested for committing a domestic abuse offense against the tenant under Wis. Stat. Sec. 968.075.

Wisconsin Statute Section 704.16(2) states: If a residential tenant removes from the premises because of a threat of serious physical harm to the tenant or to a child of the tenant from another person and provides the

landlord with a certified copy specified under sub. (1) and with notice that complies with Wis. Stat. Sec. 704.21, the tenant shall not be liable for any rent after the end of the month following the month in which he or she provides the notice or removes from the premises, whichever is later. The tenant's liability for rent under this subsection is subject to the landlord's duty to mitigate damages as provided for in Wis. Stat. Sec. 704.29(2).

NOTE:

If the tenant has safety concerns relating to domestic abuse, sexual assault, or stalking, the tenant should immediately contact a local victim service provider or law enforcement agency.

The tenant is advised that this notice is only a summary of the tenant's rights, and that all provisions of Wisconsin Chapter 704 [**Landlord and Tenant**], as well as other Sections and Chapters of the Wisconsin Statutes also apply.

CRITERIA FOR TENANCY

Carroll Heights is open to person sixty-two years of age or older, or in the case of a married couple, where one person is sixty-two (62) years of age or older. Any vacancies in the building will be filled in the following sequence: First consideration will be given to current tenants and then Hillview residents and/or spouses followed by the waiting list.

Carroll Heights is designed to be an independent living center with policies regarding rental for living within the complex. Please be sure to review the Tenant Handbook and refer to it whenever questions arise. Admission: Applicants and all tenants should be ambulatory, in relatively good physical and mental health and able to attend to their own personal and safety needs; this includes being able to be alone for extended periods of time, maintain good balance and not prone to falls etc...

Due to the number of tenants that require extended hospital or nursing home care; we have put a procedure in place that must be followed before returning to the Independent Apartment Complex. By signing this lease, the tenant agrees to allow the release of medical information to the Carroll Heights Manager. This also allows for discussion and suggestions from the care team at a hospital, assisted living and/or nursing home. Carroll Heights Manager may follow up with the social worker that is following the current tenant. The Carroll Heights Apt Manager will follow the recommendations of the team as to whether the tenant continues to be appropriate for independent living with or without services. Upon return, if tenant deems behaviors/actions or need extended help that may be inappropriate for independent living and/or hinder the enjoyment of independent living of the other tenants, the tenant will be given a 45-day notice. We must continue to look at the best interest of the tenant/residents and ensure they are living in the most appropriate place where they are provided the best quality of life.

It may be unfortunate that a tenant is not appropriate or is not able to return to their apartment. We want all tenants to be safe and ensuring appropriateness is very important. We thank you for your understanding. If for any reason a need should arise where a tenant resides at Carroll Heights and concern has been raised the individual needs either more care services or another living arrangement may be needed; the manager reserves the right to get protective services involved and the manager also will make the final decision on the approval of the applicant, current tenant remaining or a re-admission of a current tenant.



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AUTHORIZATION FOR RELEASE OF INFORMATION POSTED AT FRONT ENTRANCE OF FACILITY.

I hereby authorize Carroll Heights to post my name and apartment number in the vestibule.

I hereby authorize Carroll Heights to add my name, apartment number and phone number to the tenant contact list. This list is periodically distributed to other tenants.

This authorization shall remain valid from the date signed below through the durations of my tenancy.

This agreement may be cancelled at any time by notifying the manager in writing of your wishes.

Signature: _____ **Date:** _____

21. **SIGNATURES**

Tenant name	Date	Management/Carroll Heights	Date
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Spouse	Date
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22. **CHECK LIST:**

- _____ Application
- _____ Tour/Apts. _____
- _____ Lease
- _____ Rent
- _____ Security Deposit-one month's rent
- _____ Keys
- _____ Condition Check List
- _____ Carports
- _____ Entry System -we add you phone # to our list allowing other tenants access _____
- _____ Trash Disposal
- _____ Handbook/Information
- _____ Maintenance Requests
- _____ Emergency Medical Information
- _____ Mail -change of address
- _____ Fire/Evacuation Information

23. **HANDBOOK** - I have, on this date, received and read the Carroll Heights Tenant Handbook and hereby agree to abide by the regulations as stated therein.

Tenant Signature	Date
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