

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
Elmira Housing Authority, Elmira, New York

THIS LEASE AGREEMENT (called the "Lease") is between the Elmira Housing Authority, Elmira, New York (called the "Authority") and the Tenant(s) named in Part II of this lease (collectively called "Tenant").

I. Description of the Parties and Premises:

- (a) The Authority, using verified data about income, family composition, and needs, leases to 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 only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profitmaking activities incidental to the residential use subject to the Authority'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, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add live-in- aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.

- (d) Deletions (for any reason) from the household of members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

II. Term and Amount of Rent

- (a) This lease shall have a term of twelve (12) months from the date set forth in Part II. Unless modified by written agreement of the parties, or terminated in accordance with the terms of this lease, or unless not renewed for noncompliance with a community service requirement or participation in an economic self-sufficiency program, this Lease shall automatically renew for successive terms of twelve (12) months.

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

Tenant has the option, upon admission to public housing and annually thereafter, to pay flat rent (market value) or income-based rent. Annual Recertification dates are predetermined by apartment address.

The current flat rent for the dwelling unit listed above is \$_____.

Per PIH Notice 2014-12 and the Consolidated Appropriations Act of 2014, PHA's are required to set their flat rents no lower than 80% of the fair market rent (FMR) for their area. Therefore the Elmira Housing Authority will review the area's FMR as posted by the Department of Housing on an annual basis and make any necessary increases to the Flat Rent structure at the Resident's next Annual Re Certification. The mandatory 30 day notice to the Rent increase will be made and an updated lease agreement will reflect the changes.

The amount of the income-based rent (Total Tenant Payment and Tenant Rent) shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's most current Admissions and Occupancy Policy.

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth (5) business day of the month.** Income-based rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance, but does include all maintenance services due to normal wear and tear.
- (c) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.
- (d) The PHA's Minimum Rent (Minimum TTP) is **\$50 or the maximum allowed by HUD regulations**. Provision is made for exemption due to financial hardship as defined in the Authority's Admissions and Continued Occupancy Policy.
- (e) The Authority will not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:
 - (1) Fraud; or
 - (2) Failure to participate in an economic self-sufficiency program; or
 - (3) Failure to participate in a work activities requirement.

The Authority will verify the above circumstances with the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

- (1) The expiration of a lifetime limit on receiving welfare benefits; or
- (2) When the family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges may be specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance costs – The cost for services and/ or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, or guests. When the Authority determines that maintenance services and/ or repairs are not due to normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. (After hours calls will be charged at OT rate with a two hour minimum.)
- (b) Excess Utility Charges – At developments where utilities are provided by the Authority, 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. A schedule of charges shall be posted in each Development Office. These charges are for washers, dryers, freezers, air conditioners and other tenant-supplied appliances.
- (c) Installation charges for tenant-supplied air conditioners, In accordance with the EHA schedule of charges.
- (d) Late Charges – A charge of \$25.00 per month for rent or other charges paid after the close of business on the fifth (5) business day of the month. The Authority 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 Tenant receives the Authority's written notice of the charge. Late charges themselves shall not be subject to further late charges.
- (e) Except in the case of a written agreement between the Landlord and the Tenant which may otherwise provide, any charge assessed under the foregoing sub-paragraphs shall become due and collectible on the first day of the month following the two week period after the Tenant receives the Authority's written notice of the charge. This section includes the repayment of retro rents. These payments are due per the written and signed agreement. If the payments in the agreement are not met on time, then the balance of the repayment agreement is due in full along with all other charges.

IV. Payment Location

Rent and other charges can be paid at the Development's Main Office or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. All payments for rent, charges and security deposits must be in the form of a check or money

order. **After the late charges have been added, all payments must be in the form of a money order.**

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay as security deposit an amount equal to the schedule established by the Authority for Tenant's particular unit or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease.
- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
 - (1) To reimburse the cost of repairing any damages to the dwelling unit caused by Tenant, household members or guests beyond normal wear and tear.
 - (2) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease. The Security deposit will only be used for Rent after damages have been deducted.
- (c) The Authority shall not require a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority. The exception to this is the Pet Security Deposit, which may be refunded should the pet no longer be in the household.

The return of a security deposit shall occur within 30 days after Tenant moves out or the date to which the tenant is being held. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address in writing. If any deductions are made, the Authority will furnish Tenant with a written statement describing any such deductions. (The Authority must have possession of the Unit and all of the Tenant's belongings must have been removed from the unit prior to the beginning of the 30 day timetable.)

VI. Utilities and Appliances

- (a) Authority Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility *for Tenants choosing to pay income-based rent*: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used

in the operation of such appliances, as shown on the Schedule posted in the Project Office.

- (b) Tenant paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

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

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multidwelling 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: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the **prior** written consent of the Authority, members of the household may engage in legal profitmaking activities in the dwelling unit incidental to the residential use. Subject to local zoning regulations.

This provision permits accommodation of Tenant's guests or visitors for a period not exceeding 14 days each year, **prior** approval is required. Permission may be granted, upon written request to the Manager, for an extension of this provision.

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

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

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

(1) The family composition is to be reexamined at least once a year. The Authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the Authority shall re-examine the income of the family no less than every three (3) years. If the flat rent changes, a total review of the household's income and expenses will be made at the time of the annual recertification date.

(2) Tenant promises to supply the Authority, 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 the Authority may terminate the lease for such a violation.

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

The Authority shall give Tenant reasonable notice of what actions 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 Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly located at the Development Office. A copy of the policies will be available for review.

(3) Rent will not change during the period between regular reexaminations, UNLESS during such period:

a) For families paying income-based rent:

1. A person with income joins the household.
2. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.
3. Tenant experiences a change in income over \$50 per month. Such changes must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.
4. It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent

retroactive to the first of the month following the month in which the misrepresentation occurred.

5. **Rent formulas or procedures are changed by Federal law or regulation.**

6. There is a change in Tenant's source of income. Such changes must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

b) For families paying flat rent:

1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship.

i. Upon such a determination, the Authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.

ii. Hardship is defined in the Authority's Admissions and Continued Occupancy Policy.

2. If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income-based or flat rent. By HUD Regulations, Flat rents can only be chosen at time of Annual Recertifications. Annual Recertification dates are predetermined by address.

(3) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent *and* for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the verification of the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances). All information for a rent decrease must be verified prior to a decrease taking effect.

(2) In the case of a rent increase due to a change in income which the tenant has reported *within 10 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 a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred.

(e) Transfers:

- (1) If the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice of the Authority's intent to transfer Tenant to an appropriate unit. Tenant agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) The Authority may move a Tenant into another unit if the Authority determines it is necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall take appropriate action to the extent necessary to reasonably accommodate the disability. If the cost and extent of the modifications needed are tantamount to those required to create a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit, at the Authority's expense.
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 7 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (8) All families who are living in an over housed apartment are subject to be transferred to an appropriate sized unit.

VIII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project buildings, facilities, and common areas, not otherwise assigned to 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 by the Authority;

- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant) for the deposit of garbage and to provide disposal service for garbage;
- (g) To supply to the dwelling unit running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local code.
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with Federal Regulations shall constitute adequate notice of the proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
- (i) Reasonable Accommodations for Residents with Disabilities:
 Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the Authority.
- (b) To use the dwelling unit solely as a private dwelling for 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.
- (c) This lease does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in-aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and wellbeing of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

- (e) To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of 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.
- (g) To dispose of all garbage from the dwelling unit in a sanitary and safe manner only in containers approved by the Authority. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (h) To use 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 household members and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act, in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement or are no longer residing in the unit.
 - (1) Community service requires that each non-exempt adult resident shall contribute 8 hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for 8 hours per month.
 - a) Exemption is provided subject to specific requirements as described in the housing authority's Admissions and Continued Occupancy Policy, upon verification.
 - b) Tenant must immediately notify the housing authority of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.
 - (2) Noncompliance: The housing authority shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of the household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.

- (m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
- (1) Any criminal or noncriminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees, agents or contractors of the Authority; 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 unit (For the purposes of this lease, the term drug related criminal activity means the illegal possession, manufacture, sale, distribution, or use with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.); or
 - (3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
- (n) To make no alterations or repairs or redecorations to the exterior or the interior of the dwelling unit or to the equipment or appliances therein, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the Authority.
- (o) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving the dwelling unit unoccupied for any period exceeding one calendar week.
- (p) To act in a cooperative manner with neighbors and the Authority's employees, agents and contractors. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's employees, agents and contractors.
- (q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New York anywhere in the unit or elsewhere on the property of the Authority.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (1) To not disconnect or obstruct any smoke alarm in the dwelling unit. Tenant disconnection or obstruction of any smoke alarm is a health and safety violation and is cause for possible eviction.
 - (2) To notify the housing authority immediately when any smoke alarm is not operable.
- (s) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, doorways or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

- (1) To refrain from erecting or hanging radio or television antennas, satellite dishes on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority and with the prior written approval of the Authority.
- (t) 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 the prior written permission of the Authority.
- (u) To insure that no member of the household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy.
- (v) To remove from Authority property any vehicles without valid NYS and Elmira Housing Authority registration and inspection stickers. Any inoperable or unlicensed vehicle will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on the project site. Parking is allowed only in designated Authority Parking areas or on designated city streets per city laws.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left in the apartment upon vacating or thru abandonment, shall be considered abandoned and will be disposed of by the Authority as they see fit. Costs for storage and disposal shall be assessed against the former Tenant or their estate.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF A KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in the common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to:
 - (1) Commit any fraud in connection with any Federal housing assistance program, or
 - (2) Receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) As of January 1, 2015, the Elmira housing Authority will not allow smoking in any common area, any apartment, or within 25 feet of all doors to and from the buildings.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, 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 Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is untenantable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent prepaid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: The Authority and Tenant or a representative of either shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to Tenant.
- (b) Other Inspections, The Authority will inspect the unit at least annually to check for needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of nonapproved alterations to the unit. **Annual Inspections are mandated by HUD Regulation.**
- (c) Move-out Inspection, The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or the Tenants representative may join in such inspection.

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:00 AM to 8:00 PM) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. The Authority may enter only at reasonable times.
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. In addition, the staff will secure the apartment.

XIII. Notice Procedures

- (a) Tenant Responsibility – Any notice to Authority must be in writing, hand delivered to the Development Office or to Authority's central office, or sent by prepaid first class mail, properly addressed. Elmira Housing Authority 737 D Reservoir Street Elmira, NY 14905
- (b) Authority Responsibility – Notice to Tenant must be in writing, hand delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid firstclass mail addressed to Tenant. Notices inserted into Housing Authority provided mail slots will be considered delivered to the tenant.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease shall terminate 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 above, or for other good cause, or as otherwise set forth herein. A tenant committing serious or repeated violations of material terms of the lease shall be deemed objectionable by the Authority.
- (b) Nonrenewal of lease will arise from continued noncompliance with the community service requirement, on the part of any non-exempt adult resident.

- 1) Continued noncompliance is defined as the 12-month period after the head of household and noncompliant non-exempt adult has signed an agreement that the noncompliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.
 - 2) This continued noncompliance will result in nonrenewal of the lease for the entire family, unless the noncompliant family member is no longer part of the household.
- (c) The Authority shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on premises.
- (1) "Premises" includes all building or complexes in which the Housing Authority has property, including common areas and grounds.
- (d) If Tenant defaults and is in violation of the covenants of this lease, the term of this lease shall expire upon expiration of the applicable notice period set forth below as if the expiration of such notice period were the day herein fixed for the expiration of this lease. The Authority shall give written notice of the proposed termination of the Lease of:
- (1) 14 days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed 15 days, considering the seriousness of the situation, when the health or safety of other tenants, guests, visitors or Authority employees, agents and contractors is threatened; (Any drug related termination will be 15 days.)
 - (3) 30 days in any other case.
- (e) The notice of termination:
- (1) The notice of termination to Tenant shall state specific reasons for the termination, the Housing Authority shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
 - (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.
 - (3) Any notice to vacate (or quit) which is required by State or local law may be combined or run concurrently with the notice of lease termination under this section, when permitted by such State or local law.
- The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court.
- (4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate or expire (even if any Notice to Vacate under State or 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. The

grievance process shall be complete upon transmittal to Tenant of the written decision of the hearing officer, or applicable Board of the Authority.

(5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from the Authority grievance procedure, the notice of lease termination shall:

- a) state that Tenant is not entitled to a grievance hearing on the termination;
- b) specify the judicial eviction procedure to be used by the Authority 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 any person's health or safety or for drug related criminal activity.

(6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the Authority's grievance procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.

- (f) Tenant may terminate this Lease at any time by giving written notice of at least **30 days** from the first or the fifteenth of the month.
- (g) In deciding to evict for criminal activity, except for conviction for manufacturing or producing methamphetamine on the premises, the Authority shall have discretion 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 Authority 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 Authority 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 Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right under this lease agreement, shall constitute a waiver (retrospectively or prospectively) of that or any other right, unless otherwise expressly provided herein.

XVI. General Provisions

- (a) All uses of singular or plural nouns shall be construed to include the other.
- (b) All uses of masculine or feminine terms shall be construed to include the other.
- (c) All references to Tenant shall include collectively and individually each Tenant who executes this lease.

**PART II of the RESIDENTIAL LEASE AGREEMENT:
Elmira Housing Authority of Elmira, New York**

THIS AGREEMENT is made between the Elmira Housing Authority of Elmira, New York (herein called "Authority"), and _____ (herein called the "Tenant"), and becomes effective as of the date set forth below.

- (1) **Unit:** The Authority, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leases to Tenant the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER or Street Address 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 youngest. All members of the household **over** age 18 shall execute the lease.

Name	Relationship	Age & Birthday	Social Security #
1. _____	HEAD	____ // _____	__ - - - - -
2. _____	_____	____ // _____	__ - - - - -
3. _____	_____	____ // _____	__ - - - - -
4. _____	_____	____ // _____	__ - - - - -
5. _____	_____	____ // _____	__ - - - - -
6. _____	_____	____ // _____	__ - - - - -
7. _____	_____	____ // _____	__ - - - - -
8. _____	_____	____ // _____	__ - - - - -

(3) **Term:** The term of this lease shall be twelve (12) months, renewable as set forth in Part I of the Lease, beginning on the first day of _____(month) _____(year). The term shall also include, in addition to the twelve (12) month term, a partial month from ___/___/___ to ___/___/___.

- (4) **Rent:**
- Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$ _____. Thereafter, flat 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 (5) business day of said month. Flat rent does not include a utility allowance or other charges. Flat rents are subject to change with proper notice given to Tenants.
 - Tenant chooses to pay income-based rent. Initial rent (prorated for partial month) shall be \$_____ and, if applicable, the Tenant shall receive the benefit of \$_____ from the Authority for Utility Reimbursement (for partial month) paid

to the utility supplier for the period beginning ___/___/___ and ending at midnight 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 (5) business day of said month. A utility reimbursement of \$_____ per month (if applicable) shall be paid to the utility supplier by the Authority for the Tenant.

(5) **Utilities and Appliances: Authority Supplied Utilities**

If indicated by an (X) below, Authority provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Other: Water & Sewer

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

Cooking Range Refrigerator

(6) **Utilities Allowances: Tenant Paid Utilities**

If indicated by an (X) below, the Authority shall provide Tenants paying income-based rent with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

Electricity Gas Heat Water Sewerage

(7) **Charges for Excess Appliances** (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 (see approved charge list) per year will be payable for each air conditioner in the premises for each year or partial year of occupancy. A maximum of two 2 air conditioners per unit are allowed. Air Conditioner fees cover the months of May – October Only.

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

Freezer, type: _____
 Automatic washer
 Other: _____ Other: _____

(8) **Security Deposit:** 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 Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE IN BOTH PART I AND IN PART II HAVE BEEN READ BY THE TENANT AND ARE UNDERSTOOD AND TENANT FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.) (IN FINAL LEASE COPY—INSERT LEADBASED PAINT WARNING AS REQUIRED BY HUD.)

TENANT: _____ DATE _____

COTENANT: _____ DATE _____

COTENANT: _____ DATE _____

Executive Director: James A. Miranda _____ DATE _____

Elmira Housing Authority: _____ 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 Authority before execution of the lease, or before the Authority's 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 Authority 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 _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

ATTACHMENTS:

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

- (X) Part I of this Lease
- (X) Standard Maintenance Charges (May be updated)
- (X) Grievance Procedure (May be updated)
- () Other: _____
- () Housekeeping Standards
- () Pet Policy
- (X) Watch Out for Lead Paint Poisoning
- () Sprinkler system

STATEMENT ON RECEIPT OF INFORMATION

We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. We understand the possibility the leadbased paint may exist in the unit.

Tenant's Signature _____ Date _____

OFFICE ADDRESS: _____

Hours: 9:00 A.M. to NOON and 1:00 PM to 3:30 PM, Monday through Friday (closed weekends and holidays)

TELEPHONE NUMBER: 607-737-7100 Administration Office

EMERGENCY MAINTENANCE TELEPHONE NUMBER 607-739-1144

(Monday through Friday after: 4:00 p.m., and weekends and holidays.