

# RENSSELAER HOUSING AUTHORITY LEASE AGREEMENT

## 1. PARTIES AND PREMISES

The Rensselaer Housing Authority (RHA) does hereby lease the Premises known as Mayor John H. Warden Apts. located at 85 Aiken Avenue, Apt. No. \_\_, Rensselaer, New York, 12144 for use solely as a Resident by \_\_ (Resident), and the following member of his/her household under the terms and conditions stated herein.

Wherever the following terms appear in this Lease, they shall have the following meaning:

- a. Family - the Resident and persons listed in Paragraph 1 of the Lease.
- b. Family Income – income of Resident(s) and (his) (her) (their) family.
- c. Drug related criminal activity - the illegal sale, distribution, use or possession with intent to manufacture, sells, distribute, or use a controlled substance with defined in the Controlled Substance Act.

All Residents signing into a Lease Agreement will serve a 6 month probationary period to assure the RHA that you are in compliance with the rules and regulations set forth in this Lease.

- a. All persons who reside on the Premise must be registered with RHA and must be accepted by RHA as a Resident in accordance with its published criteria. If RHA does not accept the person residing on the Premises as a Resident, that person **MUST** leave. If he or she does not leave, the RHA shall consider such failure to leave a material breach of the lease entitling RHA to terminate it. In like manner, if Resident fails to register a guest or Resident with RHA or a Resident refuses to join with Resident as a co-Resident on the Lease after being determined to be eligible as a Resident by RHA, then RHA may terminate this Lease.
- b. If the Head of Household chooses to remove someone from the Lease, you must either:
  - (i) Have the Resident being removed write a statement that they agree to leave the premises and have the statement notarized, or
  - (ii) The Leaseholder must serve the resident being removed a 30 day notice to vacate. Once this is done, the RHA office will supply you with a Notice of Service which you must fill out and have notarized. A copy of both must be given to the office.
  - (iii) RHA may only remove residents for violations of the lease or in the case of a VAWA situation.
- c. The RHA as a government entity committed to provide good housing to persons of low income and has both a right and an obligation to closely monitor any additions to the roles of occupants of the development. Therefore, guests staying in the Premises **must provide written notice to RHA and receive written consent.**
- d. **NO SMOKING** – The Rensselaer Housing Authority is a smoke free facility. There is to be no smoking in apartments or on the premises. RHA residents may smoke in the shelter at the bottom of the main driveway.

## 2. LEASE TERM

The Term of this Lease shall have a twelve (12) month term and automatically renew for the same period. Except for automatic renewal of the lease the lease must be executed by the tenant and the RHA. The Lease may be modified at any time by written agreement of the tenant and the RHA. The lease shall begin on \_\_ for a period of year at the rent determined as provided below in paragraph 3 subject to the right of either party to terminate upon thirty(30) days written notice to the other, and subject further to the right of RHA to terminate the Lease if the Resident violates it.

- a. When required by legislation, the RHA may not renew the lease if the family has violated the requirement for Resident performance of community service or participation in an economic self-sufficiency program.
- b. For a Head of Household to move and turn the apartment over to another person that resides in the apartment, they must first give a 30 day notice of their intention to vacate to the RHA office. See Section 9.

### 3. RENT

The monthly rent is based on total family income of Resident as provided in the United States Housing Act of 1937, as amended [42 usc 1437 (a) (1)]. For the purpose of determining rent due for this Lease, family income includes income of Resident and persons shown in paragraph 1 of this Lease. On that basis, the monthly rent shall be \$\_\_ due and payable on the 1<sup>st</sup> day of each month, beginning on \_\_. This rental shall remain in effect unless and until adjusted as a result of a change in the total family income of the Resident. In the event that the date of occupancy is other than the first day of the month, the monthly rental shall be prorated at a daily rate. (*Check one below*):

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

Payment agreements are available to all Residents. Residents may sign into a Payment Agreement either temporarily or on an annual basis. When signed into a Payment Agreement, the first half of the rent MUST be paid by the 5<sup>th</sup> of any month with the balance due no later than the 15<sup>th</sup> of said month, without \$25.00 penalty. Any Payment Agreement not met by the 15<sup>th</sup> of the month will be considered null and void and the \$25.00 penalty will be applied to the rent.

Families may change rent calculation methods at any **annual recertification**. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has been decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that we alleviated by a change. However, they may not re-enter into a flat rent until their next annual recertification.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship. Tenants reporting income rendering them eligible for minimum rent must complete **monthly** interim reexaminations and provide current income and asset information, as well as current monthly expenses, such as bills for utility, telephone, groceries, etc. Failure to comply with monthly reporting is a violation of your Lease and grounds for termination.

The RHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption. If the RHA determines that a qualifying financial hardship is temporary, the RHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The RHA must offer the family a reasonable repayment agreement, on terms and conditions established by RHA, for the amount of back minimum rent owed by the family.

**If a Resident's adjusted income exceeds the low income criteria they may continue to live at Rensselaer Housing Authority for a maximum of two consecutive years.**

Monthly Rent to Rensselaer Housing Authority may be paid:

- In person at the 85 Aiken Avenue office
  - *Mon. - Thur. 8 a.m. – 4:00 p.m. and Fri. 8 a.m. – 3:30 p.m.*
- Check or money order by Mail
- Cash, check or money order in our drop box located by the side door in RHA's main driveway on Aiken Avenue.

### 4. SECURITY DEPOSIT

Upon acceptance of the Premises, the Resident must pay a Security Deposit of one (1) month's rent, without deduction for any utility allowance which is given by RHA to Resident pursuant to regulations of the U.S. Department of Housing and Urban Development (HUD) or One Hundred Fifty Dollars (\$150.00), whichever is greater. Such Security Deposit will be deposited by RHA into a savings account as required by law. The Security Deposit shall earn interest according to the current banking rate of interest standards.

**A Security Deposit payment in the amount of \$\_\_ has been paid to RHA by the Resident.**

Upon the termination of the lease, the amount of the security deposit, plus accrued interest will be returned within thirty (30) days of his departure, providing the following terms are met:

- a. The Premises are in good condition (allowing for normal wear and tear). Any cost of repairs due to intentional or negligent damages to the dwelling unit caused by the Resident, his family, his dependents, or guests will be deducted.
- b. There is no unpaid balance due RHA.
- c. The cost of repairing the Premises which have been damaged through neglect and any unpaid rent will be deducted from the security deposit before any refund to the Resident is made.
- d. For applicants coming to RHA, receiving Social Services, their security will be one month's rent (according to the Social Services Schedule). The Utility allowance is not a consideration in the determination of the amount of the security in this case.
- e. Security Deposits received on behalf of an RHA resident from the Department of Social Services will be returned to DSS at the time of the move out, less the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, their family, their dependents, or guests. Security deposits paid by the Department of Social Services **cannot** be used for any back charges, owed rent or for cleaning charges in excess of normal wear and tear.
- f. At the termination of this lease, the security deposit will be used toward the cost of repairing any intention or negligent damages to the dwelling unit caused by the Resident, his family, his dependents, or guests, and any rent or other charges owed by the Resident.
- g. Any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing tiles, etc.
- h. The RHA agrees to deposit such security deposit into an interest bearing account, crediting such interest as may accrue to Resident's security deposit, with any interest earned returned annually to the Resident. The RHA agrees to return the security deposit to the Resident when he vacates, less any deductions for any of the costs indicated above with thirty (30) days of vacating the unit. Management will give Resident a written statement of any such costs for damages and/or other charges to be deducted from the security deposit.
- i. The security deposit **MAY NOT** be used to pay rent or other charges while the Resident occupies the dwelling unit.
- j. Security deposits being paid during the transfer of Heads of Household see Section 9 of this Lease.

## 5. PENALTIES FOR LATE RENTAL PAYMENT

A penalty of Twenty Five Dollars (\$25.00) shall be assessed against a Resident whose rent is more than five (5) days past due. In the event that the Resident signs a written request as to the reasons for his inability to pay prior to close of business on the fifth day, and a mutual signed agreement to pay according to a specific plan, the penalty fee will be waived.

Residents not paying by the 5<sup>th</sup> of the month will receive a 14 day notice to vacate. **Only two 14 day notices are allowed for any Resident within each calendar year.** Should a third occasion arise of non-payment of rent by the 5<sup>th</sup> of the month, and without a Payment Agreement in place, RHA will proceed with eviction proceedings.

*In the event that legal proceedings are required by RHA to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.*

## 6. RE-EXAMINATION

- a. Once each year, as requested by the RHA, the Resident agrees to furnish accurate information regarding family income/source, employment and compensation for use by management in determining whether the rental should be changed and whether the dwelling unit size is still appropriate for the resident's needs. Such information will be used to make required rent adjustments in accordance with procedures set forth herein.
- b. Rent adjusted pursuant to the above will remain in effect for the period between regular re-examinations unless there is a change in family composition, number of Residents on the lease or source of income that would require a change in rent.

- c. If there is a change in family composition, their income and employment, or source of family income, Resident agrees to advise the RHA of such change within 10 days of its occurrence. Based on the monthly rental charge, the adjustment will be made by a “rider” to the lease. The forms should be signed by an authorized RHA representative and then sent to the Resident.
- d. In the case of a rent decrease, the adjustment will become effective the first of the following month. In cases of rent increases, the adjustment will have effect the first of the second following month, **unless the rent increase results from Resident’s misrepresentation.**
- e. Rent may be made retroactive if it is found that:
  - (i) Resident has failed to report any change in family income affecting rent determination;
  - (ii) Resident has misrepresented the facts upon which rent is based.
- f. If the result of re-examination determines that the size of the dwelling unit is no longer appropriate to the Resident’s needs, Resident agrees to transfer to an appropriate size unit within the Development. The RHA shall advise the Resident of such requirements in writing giving him a reasonable time in which to move.
- g. Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. At the time of the review, the Resident may elect to change his or her rent choice option.
- h. In cases where annual income cannot be projected for a twelve month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the RHA will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc., or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.
- i. Residents paying rent based on income may meet with the RHA to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the RHA’s grievance procedures.

## 7. INTERIM RENTAL ADJUSTMENTS

The rent as stated in Paragraph 3 or as adjusted following regular determination will remain in effect until the next re-determination unless family income or source of said income, or composition changes during the interim period.

The rent of a Resident Family will be reviewed and rent adjustments made as appropriate upon receipt of a written report by the Resident of any changes in family income or source of said income, or composition. Changes must be reported to the RHA within ten (10) days of the occurrence of such changes.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go back to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident’s rent shall not be reduced if the decrease in the family’s annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident’s failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family’s annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be

attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

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

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

## **8. NOTICE TO RESIDENT OF RENTAL ADJUSTMENT**

In the event of any rental adjustment, RHA will mail or deliver a notice of rent adjustment to the affected Residents.

- a. Rent decreases will be effective the first day of the month following the reported change, provided that the Resident has timely reported the change. All reported decreases are to be verified.
- b. Increased rents will be effective the first of the second month following the date of the actual change.
- c. If the Authority finds that the Resident has misrepresented the facts upon which the rent is based, any increase in rent will be made retroactive to the first of the second month following the date of the actual change. Resident shall receive a written explanation of said rental adjustment. If Resident is dissatisfied with said explanation, Resident may request a hearing in accordance with the Rensselaer Housing Authority Grievance Procedure.

## **9. OCCUPANCY CONDITIONS AND TRANSFERS**

Except for additions to the Residents family resulting from births, Resident must obtain the Authority's consent in writing before allowing any person, other than a member of the Residents family listed on the Residents Lease, to take up residence in the Resident's apartment. **All additional persons must make a normal application for admission and be certified eligible prior to any consideration of the Authority to provide written consent for their addition to the Lease.**

Failure to obtain such consent will result in the immediate termination of the Lease and/or refusal for Lease renewal. Unauthorized persons using or giving a Rensselaer Housing Authority address without prior approval of the Authority may have their formal applications denied and also result in a termination of the lease of the unit in question.

## **TRANSFERS**

- a. **TRANSFER OF APARTMENT** - If the Authority determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the Management may amend this lease by written notice to the Resident that the Resident will be required to move to another unit of the Authority which is of correct occupancy standards. Upon availability of appropriate unit size, Resident must move to appropriate unit offered or face possible termination of Lease.
- b. **TRANSFER OF HEAD OF HOUSEHOLD/LEASEHOLDER** - When a Head of Household chooses to move and have a member of the household take over as the Leaseholder, they must first give RHA a 30 notice to vacate the unit.
  - (i.) A transfer of unit form must be signed by both the old and the new Head of Household.
  - (ii.) The original leaseholder will be responsible for any damages found at their move-out inspection and any charges will be deducted from their Security Deposit.
  - (iii.) A move in inspection will be done for the new Leaseholder.
  - (iv.) The new Leaseholder will be responsible for their own Security Deposit based on their income.
  - (v.) The original Security Deposit will not be returned to the first Leaseholder until the new Security Deposit has been paid in full by the new Leaseholder.

## **10. RHA EQUIPMENT CHARGES**

The premises shall contain range, refrigerator and heat/carbon/smoke detectors.

- a. Any Resident supplying appliances (stove/refrigerator) for use in their apartment **must have renters insurance with a clause covering damage to RHA property.**

- b. Woks are NOT ALLOWED to be used on electric stoves. If you have a gas stove, you must use a wok rack. No exceptions.
- c. Any Resident using woks or other non-standard cookware on stoves belonging to the RHA will be responsible for any damages caused by using such cookware, up to and including the replacement cost of the stove.
- d. Residents will be fined Twenty Five Dollars (\$25.00) per detector for any smoke and/or carbon monoxide detectors found disconnected or without working batteries that has not been reported. Smoke detectors/carbon monoxide detectors **must be in working order at all times**. If your detector is in need of batteries, contact the office IMMEDIATELY. RHA will replace non-working batteries free of charge, upon request.
- e. The charge for lock outs during normal business hours is Ten Dollars (\$10.00); after hours the charge is Thirty Seven Dollars and Fifty Cents (\$37.50). To have a key made is Five Dollars (\$5.00). Lock changes are Ten Dollars (\$10.00) **per door**.
- f. RHA enforces the “Three Strike You’re Out” Policy. **Anyone having three smoke detectors (either on separate occasions or at one time) inoperable due to battery removal or the detector being pulled out will be subject to an automatic eviction.**
- g. Cost to patch holes in walls:
  - (i) Doorknob size and smaller - \$10.00 to repair
  - (ii) Larger than doorknob size - \$25.00 to repair
  - (iii) If sheetrock needs to be replaced - \$25.00 plus cost of materials

## 11. MAINTENANCE REPAIR CHARGES

- a. Except for normal wear and tear, Resident shall pay reasonable charges for the repair of damages to the Premises, Development buildings, facilities or common areas caused by the Resident, Resident’s household occupants of the Premises or guests. Such charges shall be billed to the Resident and shall specify the items of damage involved, corrective action and cost thereof.
- b. Payment for charges shall become due and collectible two (2) weeks after receipt by Resident of written notice of charges from the Rensselaer Housing Authority.
- c. A schedule of charges for repairs will be posted on the Development bulletin board, in the public area by the Administrative Offices. When schedule is revised, the Management shall post the new changes. Replacement, parts and materials used are charged on the basis of their cost. Labor charge is \$25.00 per hour/per person(s) needed for repair. After hour repairs (non-wear and tear), will be at time and half for labor charges.
- d. Light bulbs needing replacement will be free of charge during the first 6 months of occupancy. After that, the Resident will incur the charges.

## 12. UTILITIES

- a. All Residents shall pay for heat, electricity and to heat their water.
- b. Except in Premises where utilities are individually metered, the established monthly rental shall include payment for water.
- c. Where the Premises are individually metered, an appropriate allowance, approved by HUD, will be deducted from the established monthly utility so metered. The approved allowance for individually metered utilities shall be posted in the public area by the Administrative offices.
- d. Where Premises are individually metered, failure of the Resident to pay utility charges as billed by the utility company shall constitute grounds for termination of the Lease and eviction proceedings against the Resident.
- e. Due to safety issues, should a Premises be without electricity for more than 24 hours, RHA will have the power restored in RHA’s name, billing the Resident Seventy Five Dollars (\$75.00) plus the prorated daily usage fee as per National Grid.
- f. The RHA shall not be responsible for failure to furnish utilities by reason of any cause beyond its control.
- g. Maintenance will not be on call after hours to allow the cable or electric/gas companies in to turn service back on for residents. Please make arrangements to have these companies come during normal business hours. There are no exceptions.

## 13. EXCESS UTILITY CHARGES

- a. Charges for excess water consumption shall be based on the schedule, as approved by the Board of Commissioners Resolution No. 3\_091515, which is formulated using the average per person usage within the City of Rensselaer. The average usage amount has 10% added to allow Residents a fair allowance.
- b. Premises that are individually metered will be charged for excess usage according to the Water Usage Schedule posted in the public area by the Administrative offices. These charges will go into effect, January 1, 2016.
- c. All water overage charges shall become due and collectible two (2) weeks after receipt by Resident of written notice of charges from the Rensselaer Housing Authority.

#### **14. RHA OBLIGATIONS**

The RHA obligations under this Lease shall include the following:

- a. To maintain the Premises and the Development in descent, safe and sanitary condition.
- b. To comply with requirements of applicable building codes, housing codes, health codes and HUD regulation materially affecting health and safety of the Residents of the Development and invitees to the Development.
- c. To make necessary repairs to the Premises.
- d. To keep Development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- e. To keep the Laundry Room in a clean and safe condition and to report all non-working machines to the number provided and to avoid overstuffing machines, causing damage and overflowing.
- f. To maintain good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances.
- g. To provide and maintain appropriate receptacles and facilities at Warden Apartments for the deposit of garbage and rubbish and other waste removed from the Premises by the Resident.
- h. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at the building housing the laundry facilities, except where the building that includes the Premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- i. For the safety of the Residents, all Rensselaer Housing Personnel are required to wear picture I.D. badges. Until you get to know the staff, please be sure to verify their identity before allowing anyone to enter your apartment.

#### **15. RESIDENT OBLIGATIONS**

Resident Agrees:

- a. To comply with all of the laws and city and county ordinance affecting the use or occupation of the Premises; including the New York State Public Health Law.
- b. To abide by all of the terms of this lease, the necessary and reasonable RHA regulations as set forth herein, the Conditions of Occupancy as attached to this lease which and made a part of it as well as any/all rules passed by the RHA Board of Commissions, which are posted in the Main Lobby of the Development.
- c. To pay the rent and reasonable charges as set forth in Section 11 above.
- d. Not to engage in criminal activity, which threatens the health, safety, or right of other Residents of the Development to peacefully enjoy their apartment, including drug related criminal activity, on or off public housing Premises. Resident agrees that if (he) (she) (they) violate this provision or if the provision is violated by a member of (his) (her) (their) family or guest of any of them or an occupant of the Premises that the Landlord may terminate this Lease.
- e. Not to assign the Lease or Sublease the Premises.
- f. Not to provide accommodations for boarders or lodgers or to permit guests to stay in the leased Premises in violation of Section 1 of this Lease without the written consent of the RHA.
- g. To use the Premises solely as a private dwelling for the Resident and the Resident's family as identified in the Lease and not to use or permit its use for any other purpose.
- h. Not to neither carry on any business whatsoever nor display signs of any type in or around the Premises. Setting up workshops and doing repair work inside the Development property without the consent of Management is prohibited.
- i. If Resident or a member of his or her family or a guest of any of them or an occupant of the Premises uses alcohol or any controlled substance to the extent that such use interferes with

the Health, safety or right of peaceful enjoyment of other Residents of the Development, the Landlord may terminate the Lease.

- j. **Vehicles** – Resident agrees to abide by the following policies regarding vehicles:
- (i.) **Automobiles:** PDA - one parking space for every apartment in PDA Parking lots. Only NUMBERED parking spots on First Street will be assigned to individual apartments.  
RHA – One parking space for every TWO family members of the Premises who are over 18 years of age.  
RHA – Only **one** car per licensed driver over 18 years of age will be allowed due to limited parking. Maximum two per unit.
  - (ii.) Only automobiles that are operable, properly registered, insured and inspected as required by law are allowed in Developments.
  - (iii.) Car washing and vehicle repair shall not be allowed in the Developments.
  - (iv.) Visitor parking at RHA Development will be allowed as long as there is a space for Resident parking. Visitors are expected to honor reasonable requests by Residents to park elsewhere if parking becomes congested. Uncooperative visitors will be prohibited from parking inside the Developments. Visitor parking at PDA will be on the street parking.
  - (v.) **Trucks:** Trucks larger than a standard 4-Wheel pickup shall not be permitted inside Development property unless written permission is granted by the RHA. Otherwise, the policy indicated in Paragraph 15.j.(i) for automobiles shall apply to all trucks.
  - (vi.) **Bicycles:** Bicycles create a ground maintenance problem if permitted on lawns and a safety hazard to small children if ridden on lawns or sidewalks of the Developments. They are to be walked to and from their usual parking places. Inoperable bicycles are considered a safety hazard. Bicycles are not to be left on front lawns or blocking entrances of any apartment.
  - (vii.) **Tricycles:** Tricycles (or small bicycles with training wheels) are allowed on the sidewalks.
  - (viii.) **Motorcycles:** See Automobiles above.
  - (ix.) **Mini bikes and other Recreational vehicles:** Any vehicle that is motorized and fueled by volatile materials may not be stored, operated, or repaired inside the Development property.
  - (x.) **Development Service Roads:** Development service roads are not designed to accommodate Resident traffic. In most cases they do not connect at both ends to public roads. This requires vehicles entering Development to turn around in order to reenter the public roads adjoin the Development. Turn around space is limited. For this reason, and other reasons related to safety of Residents and RHA employees, access to these roads is limited to emergency vehicles transporting personnel and equipment and servicing the Development.
  - (xi.) **Parking Spots:** At no time is any resident allowed to give exclusive use or to lease out any RHA parking spot to anyone, whether they live in RHA or not. Violation of this is grounds for termination of lease.
  - (xii.) **ALL VEHICLES** parked in violation of this Lease will be towed at the Owner's expense. The Resident hereby gives permission to the RHA to have such vehicles towed for both their vehicles and/or those of their guests, at the owner's expense.
  - (xiii.) **Emergency Driveways on Aiken Avenue:** All residents will also be responsible for any of their visitors or guests that park illegally in the driveways or block any entrances. Other than maintenance trucks and employee parking, the driveways are used specifically for emergency vehicles (i.e. Fire, police, and ambulance). Anyone blocking emergency driveways will be subject to being towed and will be fined as listed below:
    - 1<sup>st</sup> Offense - \$250.00 Fine
    - 2<sup>nd</sup> Offense - \$500.00 Fine
    - 3<sup>rd</sup> Offense – Eviction
  - (xiv.) **Overnight Guest Parking:** Anyone having a guest that will be staying at their apartment during the hours of 11:00 p.m. and 8:00 a.m. MUST have a guest pass tag for their vehicle to prevent being ticketed and towed. RHA will not be responsible for any vehicle in the Development parking lots that does not have a guest tag during these hours.
  - (xv.) **Snow Removal:** When there is an accumulation of 3" or more of snow, cars MUST BE REMOVED FROM PARKING LOTS by the following times.
    - RHA – Remove cars by 9:00 a.m.



- PDA – Remove cars by 10:00 a.m.
  - *Any car not removed will be subject to being towed and/or ticketed at Owner's expense.*
- k. Trash disposal and Use of Toilet and Drain Facilities. Resident agrees:
- (i.) To wrap garbage in plastic bags, tie and place inside containers designated by RHA. Unusable furniture, appliances and toys may not be stored on patios and must be removed from the exterior of the Development. Such items shall not be discarded in trash pickup area.
  - (ii.) To exercise proper care when using toilet and drain facilities. Newspapers, rags, diapers, sanitary napkins, coffee grounds and other foreign matter should be disposed of with other garbage as indicated above.
  - (iii.) No replacement of showerheads except by the Maintenance Department. Low level water showerheads are installed to reduce the cost of water. Anyone found to have changed their showerhead will be charged for any water.
- l. Conduct of Resident Household and Guests. Resident agrees:
- (i.) To refrain from and to cause (his) (her) (their) family and guests to refrain from destroying, damaging or removing any part of the Premises or Development.
  - (ii.) To conduct (himself) (herself) (themselves) and cause other persons who are on the Premises with (his) (her) (their) consent to conduct themselves in a manner which will not disturb other Residents peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe and sanitary condition. To refrain from illegal or other activity which impairs the physical or social environment of the Development.
  - (iii.) To avoid disturbing or loud noise, including profanity, in and around the Premises, as well as keeping the “quiet hours” as hereby established by the Rensselaer Housing Authority, during the hours of 10:00 p.m. until 8:00 a.m.
  - (iv.) To refrain from and to cause (his) (her) (their) family and guests to refrain from acting in a violent manner and/or threatening any resident or RHA employee. Any guest(s) acting in this manner will be banned from Rensselaer Housing Authority properties.
- m. Pets - Not to allow pets of any kind without express written consent from the office. Prior to obtaining a pet, you must FIRST:
- (i.) meet the RHA criteria for allowable pets
  - (ii.) sign into a Pet Policy Contract
  - (iii.) have your Pet Deposit paid IN FULL
  - (iv.) **SERVICE ANIMALS ONLY** do not require a deposit. Assistance animals do require a deposit.
  - (v.) RHA does not allow visiting pets.
- n. Barbeque grills are not allowed on RHA property for insurance purposes.
- o. Not to engage in objectionable conduct and not to permit members of (his) (her) (their) family to engage in objectionable conduct.
- p. Resident Maintenance Responsibilities. The Resident shall:
- (i.) Notify the RHA promptly of known need for repairs to the Premises and of known and unsafe conditions in the common area and grounds of the Development which may lead to damage or injury.
  - (ii.) Keep both the interior and exterior of the Premises in such condition as to prevent health, safety, or sanitation problems from arising.
  - (iii.) Make no alterations, redecoration or repairs to either the interior or exterior of the Premises or equipment without the consent of the RHA. Such alterations include painting (other than off-white from Maintenance office), the use of tacks, nails or other fasteners for hanging pictures or laying carpet, erecting antennas, etc.
  - (iv.) Locks **MUST NOT BE CHANGED EXCEPT BY MAINTENANCE**. There are to be no locks put on interior doors, especially bedroom doors.
  - (v.) Take every precaution to prevent fires. Storage of flammable materials which create a fire hazard are prohibited.
  - (vi.) Maintain the Premises as required in Section 11.
  - (vii.) RHA Residents- To clean the floor of the exterior hallway at the entranceway to your Premises. The RHA does not clean the hallways. It is the shared responsibility of each Resident to participate in the cleaning of the halls on the floor of the building upon which his/her apartment is located. Each Resident is required to clean the hallways on their scheduled week; the duty rotating among the Residents of that building every four weeks. A schedule of rotation will be prepared by RHA and posted in the hallways of each building.

Failure to perform hall duty – if Resident fails to perform his/her hall cleaning duties, the following shall take place:

1<sup>st</sup> Offense – Warning in writing

2<sup>nd</sup> Offense - Twenty Five Dollar (\$25.00) fine

3<sup>rd</sup> Offense – Eviction

Residents unable to do hallway cleaning because of age or disability are exempt from this requirement. If members of Residents' family who reside in the Premises are not so disabled because of age or infirmity, (he) (she) (they) will be required to do hall cleaning.

- (viii.) All air conditioners must not be in windows between October 15<sup>th</sup> and April 15<sup>th</sup>. Any air conditioners found in unit windows during this time will be removed by Maintenance and a fee of \$25.00 per unit will be charged.
- q. Community Room. The Community Room is available to all Residents that meet the following criteria:
- (i.) Rent must be paid in full and there shall be no remaining balance for other items due the RHA.
  - (ii.) A deposit of Twenty Five Dollars (\$25.00) must be paid in order to reserve the room.
  - (iii.) A deposit of Ten Dollars (\$10.00) must be paid as a cleaning deposit. If the Community Room is cleaned and found to be in acceptable condition, this deposit will be refunded.
  - (iv.) No smoking or alcohol is allowed in Community Room at any time.
  - (v.) Other than Thanksgiving, Community Room will not be available on holidays or the week prior to Christmas.
- r. Community Service.
- (i.) Each adult member of the household that does not meet the HUD criteria for exemption, MUST work eight (8) hours of Community Service per month or a total of 96 hours per year.
  - (ii.) A list of Community Service jobs are listed in the office, along with other opportunities that would meet HUD criteria.
  - (iii.) Failure to comply with the HUD Community Service regulation will result in non-renewal of your lease.
- s. Guests. All overnight guests must be reported to the office for a guest pass. If your guests arrive after normal office hours, please call the emergency number to report that you will be having a guest at your apartment.
- t. Maintenance will not be on call after hours to allow the cable or electric/gas companies in to turn service back on for residents. Please make arrangements to have these companies come during normal business hours. **There are no exceptions.**
- u. For the safety of the Residents, all Rensselaer Housing Personnel are required to wear picture I.D. badges. Until you get to know the staff, please be sure to verify their identity before allowing anyone to enter your apartment.

## **16. DEFECTS HAZARDOUS TO LIFE AND DEATH**

In the event that the Premises are damaged to the extent that conditions are created which are hazardous to life, the health or safety of Residents of the Premises or other Residents:

- a. The resident shall immediately notify RHA of the damage.
- b. RHA shall be responsible for repairs of the Premises within a reasonable time provided that, if the damage was caused by the Resident, the Resident's family, or the Resident's household guests, the reasonable cost of the repairs shall be charged to the Resident.
- c. Offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- d. Provide for rent abatement in proportion to the seriousness of the damage and loss in value if defects were caused through no fault of the Resident, repairs were not made within a reasonable time and alternative accommodations were not made available to the Resident.. However, no accommodation if the damage was caused by the Resident, his household or guests.

## **17. INSPECTIONS AND LANDLORDS RIGHT OF ENTRY**

- a. Prior to the commencement of occupancy, the Resident of (his) (her) (their) representative shall inspect the apartment, equipment therein and the Premises in general. On a form provided by the RHA, (he) (she) (they) shall note any deficiencies, however minor, sign and return the statement within one week of occupancy to the RHA office.

The form shall be filed and maintained by the RHA. A similar inspection shall be conducted by the RHA upon vacancy of the apartment so that the Statement of Charges can be prepared and mailed to the Resident if any damages are done to the Premises. The Resident may participate in the latter inspection at (his) (her) (their) option.

- b. Resident agrees that any duly authorized agent, employee, representative of RHA will be permitted to enter the Resident's Premises for the purpose of examining the condition thereof for making improvement or repairs or attending the conditions which affect the health or safety of other Residents. Such entry may be made only during reasonable hours after advance notice in writing to Resident of date, time and purpose, provided, however, that RHA shall have the right to enter Resident's Premises without prior notice if RHA reasonably believes that an emergency exists which requires such entrance.
- c. For work orders called in by Residents and for work needed to be done after a scheduled inspection, Maintenance will be entering the apartment without any further Permission to Enter provided the work is within 24 hours of initial call or inspection. You will be notified if Maintenance will be entering at a later time.
- d. In the event that the Resident and all adult members of (his) (her) (their) household are absent from the Premises at the time of entry, RHA shall leave on the Premises a written statement specifying the date, time and purpose of entry prior to leaving the Premises.

#### **18. RHA AND RESIDENT RESPONSIBILITIES FOR PEST CONTROL**

- a. Resident shall not permit any condition to exist on the Premises which causes them or the Development buildings or common areas to become infested with pests such as cockroaches, bed bugs, lice and other insects or rodents. Resident will notify the RHA upon the first sighting of pests and will permit RHA to enter on the Premises to cure the infestation.
- b. In the event that the Premises or the Development building facilities and common areas become infested with pests, RHA shall take such steps as necessary to cure the infestation and Resident shall cooperate with the RHA in this endeavor.
- c. RHA shall periodically take preventative action to prevent infestation such as spraying Development buildings and common areas. Resident will cooperate with RHA in this endeavor.
- d. (85 Aiken Avenue only). **I.P.M. inspections and treatments are done the first Friday of every month.** Should the office be closed or a holiday fall on the first Friday, the office will notify all residents in advance of the new scheduled day for I.P.M. to enter your apartment. Residents not ready for the I.P.M. will be subject to a \$25.00 fine.
- e. In the event that the Development building in which Resident's unit is located or the Premises become infested as provided in paragraph 18 a. because of the Resident's action or inaction, Resident shall pay the cost of curing the infestation.
- f. "Cooperation with the RHA in this endeavor" means that the Resident must permit RHA to enter the Premises to take appropriate remedial actions. It also means that the Resident shall prepare the Premises for extermination as required by RHA.
- g. In units found to have bed bugs, RHA will pay for the first extermination treatment. Should they reoccur, the Resident will be charged for every treatment thereafter.
- h. Apartments found to be **infested** with bedbugs and not reported to the office, the cost of treatment for the apartment and any surrounding apartments will be the responsibility of the Resident where the infestation was found.

#### **19. NOTICE PROCEDURES**

- a. Notices to the Resident shall be in writing and delivered to the Resident or to an adult member of the Resident's household residing in the Premises in person and also sent by mail "prepaid first class mail", properly addressed to the Resident.
- b. Notices to RHA shall be in writing, delivered to the Development office or sent "prepaid first class mail", properly addressed.

#### **20. TERMINATION OF LEASE**

- a. Resident shall give notice to the RHA of intent to vacate the leased Premises at least 30 days prior to vacating.
- b. Apartment abandoned by Residents may be recovered by the RHA without legal proceedings.
- c. The RHA shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as failure to make payment due under Lease or to fulfill the Resident obligations set forth herein or for other good cause as indicated below:

- (i.) Delinquency in the payment of rent.
  - (ii.) Willful misrepresentation or concealment by the Resident of any material fact which would affect eligibility for admission or rent to be paid. (See Section 6.)
  - (iii.) Failure to provide adequate verification of income when required for a rent adjustment or annual re-examination. (See Section 6.)
  - (iv.) Failure to keep Premises in a decent, safe and sanitary condition.
  - (v.) Failure to comply with the reasonable requests of management to keep the exterior of the building in which the Premises are located, patio or lawns in a condition complimentary to overall Development appearance.
  - (vi.) Refusal to transfer when family composition is over or under occupancy limits.
  - (vii.) Contingent liability arising from the use of the apartment for illegal purposes.
  - (viii.) Non-payment of utility bill.
  - (ix.) Failure to comply with RHA rules and regulation or any term or condition of this Lease not specifically mentioned in this paragraph.
  - (x.) Objectionable conduct on the part of the Resident, (his) (her) (their) guest or occupants of the Premises as determined by the RHA.
  - (xi.) Failure to comply with Community Service Program. This is a HUD regulation which, if Community Service is not done by Resident, RHA is not to renew lease and Annual Recertification.
- d. Resident agrees to leave the Premises in a clean and good condition, reasonable wear and tear expected and to turn in the keys to Management when (he) (she) (they) vacate.
- e. RHA shall give written notice of termination of the lease:
- (i.) 14 days in case of failure to pay rent.
  - (ii.) A reasonable time as extenuating circumstances may require in the case of creation or maintenance of a threat to the health and safety of other Residents or RHA employees.
  - (iii.) 30 days in all other cases.
- f. Personal property left on the Premises after the Resident vacates shall be disposed of by Management and the Resident shall pay the costs connected therewith. Management will not be responsible for any such damage to any personal property.**

This notice of termination to the Resident shall state reasons for the termination to the Resident, shall inform the Resident of his right to make such a reply as he may wish and of his right to request a hearing in accordance with RHA's grievance procedure if the termination is for non-payment of rent or a hearing in Court in accordance with the United States Housing Act of 1937 and Article 7 of the New York State Real Property Act if the termination is for other reasons.

## 21. VIOLENCE AGAINST WOMEN ACT PROTECTIONS:

The Violence Against Women Act provides the following protections to public housing residents.

- a. RHA will not terminate or refuse to renew the Lease and will not evict the Resident or a lawful member of Resident's household or an affiliated individual from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, RHA may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant, or affiliated individual under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. RHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident, a lawful occupant, or affiliated individual under this Lease.
- c. With any notification of eviction or notification of termination of assistance, Residents will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the notice.

- d. RHA may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the HUD Certification of Domestic Violence, Dating Violence or Stalking, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.
- e. Notwithstanding anything to the contrary contained in paragraphs a and b above, RHA may terminate the Lease and evict the Resident if RHA can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- f. **Nothing in this section** shall prohibit RHA from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, sexual assault, or stalking against the Resident or household member provided that the RHA does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.
- g. The VAWA definitions set forth in 24 CFR 5.2003 are hereby incorporated by reference in this lease.

**22. MODIFICATIONS**

Changes in the lease are accomplished by a written Rider, executed by both parties. Exceptions to this provision are those requirement covered in Paragraph 6 (Re-examination.)

IN WITNESS WHEREOF, the parties have executed this LEASE AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RENSELAER HOUSING AUTHORITY

RESIDENT

\_\_\_\_\_  
Laurie Mooney, Occupancy Specialist

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date