

Quincy Housing Authority Federal Public Housing

PART 1 of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

This LEASE AGREEMENT (called the "Lease") is between the Quincy Housing Authority and Tenant named in Part II of this lease (called "Tenant").

I. Description of the Parties and Premises:

- (a) The Authority, relying upon Tenant's representations about assets, income of household members, 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.
- (c) Any additions to the household members named on the lease, with the exception of the birth, adoption, or court awarded custody of a child, shall require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and the additions of such persons would not result in an overcrowding of such unit and the Tenant is not then in violation of any term of this lease. Permission to add Live-in Aides, as defined under applicable federal regulations, and foster children shall not be unreasonably refused, but shall be subject to the Authority's screening criteria. If the addition of household members would result in an overcrowding of the unit, conditional approval of such persons may be granted subject to the availability of a unit of the appropriate size and the tenant's agreement to move to said unit at Tenant's expense. Such conditional approval shall not be permission for the additional person to move into the unit until the larger unit is available and Tenant has actually moved to same. Tenant agrees to wait for the Authority's written approval before allowing additional persons to move into the Premises. Tenant shall promptly notify the Authority of the birth, adoption or court-awarded custody of a child.
- (d) Deletions (for any reason) of the household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.
- (e) In the event that Tenant vacates the premises or ceases to occupy the leased premises as its primary residence, one or more remaining members listed on the lease may apply to the Authority for continued occupancy of the leased premises in accordance with the Authority's continued occupancy policy. In the event that such household member(s) is approved by the Authority for continued occupancy, the household member shall enter into a new lease with the Authority for the premises. If the Authority does not approve continued occupancy, the household members shall not have a right to continued occupancy of the premises and shall vacate the leased premises. In the event of a family break-up, divorce or separation between household members, at least one of whom is a Tenant, the Authority shall determine which member(s) shall be entitled to continued occupancy in accordance with the Authority's family break-up continued occupancy policy, unless a Massachusetts court with jurisdiction had issued a determination of who shall be eligible for continued occupancy of the leased premises. If the persons determined to be entitled to continued occupancy do not include the Tenant named in this lease then Tenant shall vacate the premises together with any other household member not approved for continued occupancy. Such persons determined eligible for continued occupancy shall enter into a new lease with the Authority for the leased premises. In the event that the size of the leased premises is no longer appropriate for a household approved for continued occupancy, such household shall transfer to a small unit it and when offered by the Authority.
- (f) Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

II. Lease Term and Amount of Rent

- (a) The term of this lease shall be twelve months. Unless otherwise modified or terminated in accordance with Section XIII, this Lease shall automatically be renewed for the same period, EXCEPT, the lease shall not be renewed if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance with federal regulations. 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 VI herein. The amount of the 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 Admissions and Occupancy Policy.
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month.** Rent may include utilities as described in Section V below, and includes all maintenance services due to normal wear and tear. 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, the date from which the new amount is

applicable, that Tenant may ask for an explanation of how the amount is computed by the Authority and that if the tenant does not agree with the Authority's determination, the tenant shall have the right to request a hearing under the Authority's Administrative Grievance Procedure. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

III. Other Charges

In addition to the timely payment of rent, Tenant shall be responsible for the timely payment of certain other charges as specified in this lease. Other charges can include:

- (a) Maintenance charges -- Charges for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by 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 actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Payment of Maintenance charges shall become due and payable 30 days after notice is given to the Tenant of the amount of such charges.
- (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. Excess utility charges are set forth in Part II of this lease.
- (c) Late Charges -- A charge of \$20.00 shall be paid by the tenant when the monthly rent is unpaid for 30 days after it is due and for each month thereafter that rent is not received in full by the Authority, unless otherwise agreed in writing by the Authority and Tenant.

The Authority shall provide written notice of the amount of any charge assessed in addition to Tenant Rent and in addition to the excess utility charges stated in Part II of this lease. Such charges shall be due and payable as stated in the Authority's notice to Tenant of the charge which shall be no sooner than two weeks after the Authority gives tenant written notice of the charge. The notice shall state the amount of the charge and the date that payment of the charge is due and payable and that if the tenant does not agree with the Authority's determination, the tenant shall have the right to request a hearing under the Authority's Administrative Grievance Procedure.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

IV. Payment Location

Rent and other charges shall be paid by mail or delivery to the Authority's Main office located at 80 Clay St., Quincy, MA 02170, or to the Authority's Finance Department located at 95 Martensen Street, Quincy, MA 02169, or to such other location that may be designated by the Authority in writing. The Authority will not accept cash except when delivered to the Authority's Finance Department at 95 Martensen Street, during the posted hours of operation of the Authority's bookkeeping window. 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 in accordance with Section XIII.

V. 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: 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.

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, second or more refrigerators, washers, dryers, etc., may be installed and operated only with the advance written approval of the Authority. Tenant will be responsible for any installation charges of such appliances and such installation shall be in accordance with applicable municipal or state codes and policies 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 Part II of this Lease.

- (b) **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.

Unless Tenant is otherwise authorized in advance, in writing, by the Authority, Tenant is prohibited from using space heaters in the dwelling unit or on the Authority's premises.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

VI. Miscellaneous Terms and Conditions

The following miscellaneous 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 as a private residence. With the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit incidental to the residential use.

Tenant shall be allowed to have guests or visitors in the unit for a period not to exceed a total of fourteen (14) days each year. The Authority may, in its discretion, grant an extension of this period, in writing, upon advance written request of the Tenant.

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

- (1) The status of each Tenant family is to be re-examined at least once each year and whenever there is a change in family composition or household or family income.

- (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 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.

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

- (a) A person with income joins the household or a person for whom a deduction in income was allowed leaves the household, in which case, such change shall be reported to the Authority in writing by Tenant within 10 days of the occurrence.
(Note: Any additions to the household members named on the lease are subject to Tenant's compliance with Article I of this Lease.)

- (b) The family or household income increases or household circumstances change on which a deduction in rent is based, in which case, the Tenant shall report in writing such changes to the Authority within 10 days of the occurrence.

- (c) Tenant can verify in writing a change in his/her circumstance (such as decline in or loss of income) that would justify a reduction in rent. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination.

- (d) Rent formulas or procedures are changed by Federal law or regulation.

- (4) All changes in family composition, increases in household or family income and changes in household circumstances on which a deduction in rent is based, must be reported in writing to the Authority within 10 days of the occurrence. If Tenant has failed to timely report such changes or has misrepresented the facts upon which the Tenant rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, the Authority may apply an increase in rent retroactive to the first of the month following the month in which such change in family or household circumstances has occurred. Additionally, the Authority may terminate the Tenant's lease for Tenant's failure to timely supply

information relating to a change in family composition or an increase in family income or a change in circumstance upon which a deduction in rent is based or when Tenant has misrepresented facts upon which eligibility or rent is based.

- (c) 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, that the Tenant may ask for an explanation stating the specific grounds of the determination and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the Authority's grievance procedure.
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following:
(i) the change in Federal law or regulations; or (ii) the date the Tenant reported the change in circumstances to the Authority, respectively.
 - (2) In the case of a rent increase which results from a change in family or household composition, circumstances or income which has been reported by the Tenant to the Authority within 10 days of such occurrence, the rent adjustment 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 or failure to report a change in family or household circumstances, composition or income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation, change in family composition, circumstance or income occurred.
- (d) Transfers
- (1) If the Authority determines that the size of the dwelling unit is no longer appropriate to Tenant's needs and the Authority determines that the Tenant should transfer to another appropriate size Authority dwelling unit, the Tenant agrees to transfer to such dwelling unit upon notice from the Authority that such dwelling unit is available. Tenant shall be responsible for moving costs.
 - (2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. The Authority shall be responsible for moving costs.
 - (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall process such request in accordance with applicable law.
 - (4) In the case of an involuntary transfer, Tenant shall move to the dwelling unit made available by the Authority, within 15 days following delivery by the Authority of the transfer notice to Tenant, and Tenant agrees to sign a new lease for that unit. If Tenant refuses to move, the Authority may terminate the Lease.
 - (5) Involuntary transfers are subject to the grievance procedure, and no such transfers shall be enforced until either the time to request the grievance procedure has expired or the grievance procedure has been completed.
 - (6) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
 - (7) If Tenant is housed in a handicap-accessible unit and Tenant's household does not have a handicapped individual requiring the accessibility features of the unit, Tenant agrees to transfer, at Tenant's expense, to a non-accessible available Authority unit in the event that there is an Authority applicant or Tenant who is handicapped and needs the accessibility features of the unit which is the subject of this lease. Tenant agrees to sign a new lease for the unit to which Tenant transfers.
- (e) Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.
- (f) Personal Property : All personal property placed on or in the premises shall be at the risk of the Tenant or owner of such personal property and the Authority shall not be responsible for any damages or loss of such property unless such damage or loss is caused by the negligence or fault of the Authority. It is recommended that Tenant consider obtaining insurance for personal property housed by Tenant on the leased premises.

VII. Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, 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, ventilation, 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 container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by Tenant as required by this Lease and applicable sanitary code or regulation;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (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, involuntary transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or charges for excess consumption of utilities [not including utility charges for major tenant-supplied appliances which are set forth in Part II of this Lease].) 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 Section XIII of this lease shall constitute adequate notice of 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. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations may also include physical modification to units or Authority facilities. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial or administrative burdens on the housing provider. Tenant may at any time during the tenancy request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that Tenant can meet lease requirements or other requirements of tenancy.

VIII. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) Not to give accommodation to long term guests (in excess of 14 days in any year) without the advance written consent of the Authority.
- (c) 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, except as may be otherwise approved by the Authority, in writing, as provided in this lease. Tenant shall not use the premises for any illegality or allow any illegality to occur on the premises. Tenant shall occupy the residence as its primary residence, residing in the unit at least nine months of each year. Tenant, members of Tenant's household, guests and other persons under Tenant's control shall comply with local truancy laws, and all laws and ordinances of the city of Quincy affecting the occupation and use of the leased premises.
- (d) To abide and cause household members and guests to abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and are incorporated herein by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

- (f) (i) 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 snow, hazards and trash and keeping the yard free of debris and litter.
- (ii) Tenants in family units are responsible for maintaining the common areas and grounds of the building in which the Tenant's unit is located, including the pick-up of trash, debris, snow, lawnmowing, etc. according to the following schedule:

<u>Residents of:</u>	<u>Responsible for maintenance during the months of:</u>
Apartment #1	October, February, June
Apartment #2	November, March, July
Apartment #3	December, April, August
Apartment #4	January, May, September

If at any time it is determined that the areas are not being properly cared for, the Authority may perform the necessary clean-up and the Tenant who is responsible for maintenance in that month shall be charged therefor.

- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and cause members of Tenant's household and guests to refrain from, littering or leaving trash and debris in common areas or interfering with, touching, going through, taking or removing trash or rubbish placed in receptacles on Authority property by another tenant or the Authority for trash collection or pick-up.
- (h) To use and cause household members and guests to use only in 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 Authority property or creating any hazards within the dwelling unit or on Authority property.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages or alterations to the dwelling unit or to the project (including damages to project buildings, facilities, or common areas) caused by Tenant, a household member, guest or other person under Tenant's control.
- (k) To act, and cause household members and guests to act in a manner that will:
 - (1) Not disturb or interfere with the health, safety or peaceful enjoyment of other residents, guests or Authority employees, agents or contractors; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any activity, including criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or guests or employees of the Authority; or
 - (2) Any drug-related criminal activity on or off the premises. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment or to the common areas or other property of the Authority, nor to install additional equipment or major appliances without advance written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's advance written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without advance authorization by the Authority. To use no cement or tacks or nails in laying of carpets or rugs, to apply no tile or linoleum, shellac, varnish or polyurethane on the floors and to apply no paint or wallpaper on the walls, except with the prior written consent of the Authority. Tenant shall cause all household members and guests to comply with this provision.
- (n) To give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, guests and the Authority's staff, agents or contractors.
- (p) Not to illegally display, use, or possess or allow members of Tenant's household or guests to illegally display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Massachusetts anywhere in the unit or elsewhere on the property of the Authority. To refrain from discharging a firearm, BB gun or pellet gun on the premises or on any property of the Authority.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping or allowing flammable materials upon the premises, including explosives, fireworks, or gasoline. Barbecue grills are not permitted to be used on balconies.
- (r) To avoid and cause household members and guest to avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit. To not

place, erect or keep any fences, screen houses, swimming pools or other such property on the Authority's premises without the advance written consent of the Authority.

- (s) To refrain from allowing, erecting or hanging radio or television antennas on or from any part of the dwelling unit. To refrain from placing or allowing any waterbed on the premises.
- (t) To refrain from placing or allowing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (u) To ensure that no member of the household or guest has, keeps, maintains, harbors, boards or allows 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. (A person with a disability may request a reasonable accommodation with regard to this provision of the Lease pursuant to the Authority's Reasonable Accommodation Policy.)
- (v) To provide to the Authority the registration (license plate) number of all motor vehicles belonging to Tenant and members of Tenant's household. To park any vehicles of Tenant, Tenant's household members, guests or persons under Tenant's control in such areas as may be designated by the Authority. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by the Authority or in a manner which interferes with fire safety or trash collection. Any improperly parked or unregistered vehicle as described above or any vehicle which does not have displayed thereon a current registration plate (license plate) will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on Authority property. Boat storage is not allowed on Authority property.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (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 KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in 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.
 - (1) Not to commit any fraud in connection with any Federal housing assistance program; and
 - (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.The provisions of this section y (1) and (2) shall also apply to household members.
- (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) Tenant will reimburse the Authority for costs incurred in an eviction proceeding such as, but not limited to, costs of summons, constable fees, entry fees, related court costs and mover's fees.
- (bb) Except for any household member who is an exempt individual, each adult resident of the leased premises shall comply with the community service requirement set fourth in Subpart F of Part 960 of Title 24 of the code of Federal Regulations, as those regulations may be amended from time to time, and shall comply with any policy adopted by the Authority pursuant to such regulations.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

IX. 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 as described above 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, unless otherwise required by law.

- (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 or the Authority is not required to offer alternative accommodations to Tenant as herein provided, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Authority of the damage to the dwelling unit. If the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent, Tenant shall notify the Authority of Tenant's intent to abate rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority which shall be in proportion to the seriousness of the damage and loss in value during the time in which the defect remains uncorrected, if repairs are not made or alternative accommodations are not provided as set forth above, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by tenant, a member of tenant's household or guest, unless otherwise required by law.

Failure on the part of Tenant to comply with these provisions is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIII.

X. Inspections

- (a) Move-in Inspection: The Authority and Tenant or representative 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 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 non-approved alterations to the unit.
- (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 representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XI. 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 (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
 - (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. Tenant's request for maintenance shall constitute permission for maintenance personnel to enter the unit to perform such maintenance.
- (b) Authority's Responsibilities--
 - 1. Unless the Authority has the permission of the Tenant to enter the unit, the 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.

XII. Notice Procedures

- (a) Tenant Responsibility -- Any notice to Authority must be in writing, delivered to the Authority's central office at 80 Clay St., Quincy, MA 02170, or sent by prepaid first-class mail to said address.
- (b) Authority Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant at the premises.

- (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 accessible format. Tenant agrees to notify the Authority if Tenant is visually impaired.

XIII. Termination of the Lease

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

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in this lease, or for other good cause. Such serious or repeated violation of terms **shall include but not be limited to:**
 - (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment of rent or other charges when due. Two such late payments within a 12 month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of or failure to timely report family income, assets, composition or circumstances;
 - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income, assets, composition or circumstances needed to process annual reexaminations or interim redeterminations;
 - (6) Serious or repeated damage to or alterations to or creation of physical hazards in the dwelling unit, common areas, grounds, or parking areas of any project site;
 - (7) Any activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, guests or Authority employees, or any drug-related criminal activity on or off the premises by Tenant, household member, guest, or other person under Tenant's control;
 - (8) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (9) Any fire on Authority premises caused by tenant, household member or guest action or neglect;
 - (10) Illegal weapons seized in the dwelling unit or from an Authority Tenant, household member, guest or person under Tenant control on Authority property by a law enforcement officer; or discharge of a firearm, BB gun or pellet gun by a Tenant, household member, guest or person under Tenant control on Authority property;
 - (11) Serious or repeated interference with the health, safety or rights of another tenant, guest or Authority employee, agent or contractor, by Tenant, household member, guest or person under Tenant's control;
 - (12) Creation or maintenance by Tenant, household member, guest or person under Tenant's control of a serious threat to the health or safety of another tenant, guest or Authority employee, agent or contractor;
 - (13) Having a family or household income in excess of the income limits for continued occupancy or eligibility.
 - (14) Failure of a household member to comply with the community service requirement provisions of this Addendum; however, lease termination resulting from this failure may only be effected at the end of the 12 month lease term and in accordance with the provisions of the Community Service Policy.
 - (15) Failure of a tenant to accept the Authority's offer of a revision to an existing lease, if such revision has been adopted in accordance with applicable federal regulation and if the tenant has been given 60 days written notice of the effective date of such revision.

Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a

signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

(b) 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 considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or Authority staff is threatened;
- (3) 30 days in any other case.

(c) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, 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 with, or run concurrently, with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if 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 and attorney's fees.
- (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 (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.
- (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 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 an activity, including criminal activity, that threatens health or safety of other residents or staff or for drug-related criminal activity.

(d) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XII, above.

- (e) In deciding to evict for criminal activity, 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.
- (f) When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XIV. 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 shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. If any provision of this lease is determined to be unconstitutional, invalid or unenforceable, the remainder thereof shall remain in full force and effect.

XV. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Authority Responsibility: The standards that follow will be applied daily and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Tenant's failure of a second inspection will constitute a violation of the lease terms
- (b) Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.
- (c) Housekeeping Standards: Inside the Apartment
 - General:
 - (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 - (2) Floors: should be clean, clear, dry and free of hazards.
 - (3) Ceilings: should be clean and free of cobwebs.
 - (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
 - (5) Woodwork: should be clean, free of dust, gouges, or scratches.
 - (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
 - (7) Heating units: should be dusted and access uncluttered.
 - (8) Trash: shall be disposed or properly and not left in the unit.
 - (9) Entire unit should be free of rodent or insect infestation.
 - Kitchen:
 - (1) Stove: should be clean and free of food and grease.
 - (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
 - (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - (4) Exhaust Fan: should be free of grease and dust.
 - (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (6) Food storage areas: should be neat and clean without spilled food.
 - (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

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

Storage Areas:

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

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris and trash. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Hallways: should be clean and free of hazards.
- (6) Stairwells: should be clean and uncluttered.
- (7) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (8) Utility and Storage rooms: should be free of debris, motor vehicle parts, and flammable materials.

XVI. Lease Modifications

Modifications to this Lease shall be in writing and signed by both parties, except that modification of Authority rules, regulations and/or schedules of charges, if any, may be modified by the Authority in accordance with the procedure set forth in the applicable federal regulation. A modification of the Authority's lease form may be made by the Authority in accordance with applicable federal regulation and Tenant agrees, in such event, to execute a new lease for the premises utilizing such new lease form.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART I AND II OF THE LEASE.)

TENANT: _____ DATE: _____

AUTHORITY MANAGER: _____ DATE: _____