

## HOUSING AUTHORITY OF THE COUNTY OF GREENE RESIDENTIAL DWELLING LEASE

This **RESIDENTIAL DWELLING LEASE AGREEMENT** (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **HOUSING AUTHORITY OF THE COUNTY OF GREENE** (the “Landlord”) and \_\_\_\_\_ (the “Resident”). The parties to this Lease, intending to be legally bound, agree to the following:

### 1. PREMISES

A. The Landlord, relying upon representations of Resident as to Resident's income, household composition and housing need, leases to Resident, subject to the terms and conditions of this Lease and in consideration of the rent as defined below, that certain unit located as follows:


COMMUNITY: \_\_\_\_\_ UNIT #: \_\_\_\_\_ UNIT SIZE \_\_\_ BD

STREET ADDRESS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

The foregoing unit shall include any steps, porch, lawn or yard adjacent to or surrounding the unit and/or any common interest therein or in any other common area, collectively the (“unit”).

### B. FAMILY COMPOSITION.

(i) The unit is for the exclusive use and occupancy by the Resident and the household member(s) of the Resident listed below:

Name	Relation	Soc. Sec. Number	Sex	Date of Birth
1.				
2.				
3.				
4.				
5.				

- (ii) No persons other than the Resident and the household member(s) listed above are permitted to be domiciled in the unit unless added to the Lease with the prior written approval of the
- (iii) Landlord. This requirement does not apply to additions by reason of natural birth, court awarded custody, and/or adoptions. The Tenant shall, however, be required to provide the Landlord with prompt written notice of any such addition, whether or not the Landlord's prior written approval is required. Any and all additions to the household member(s) of the Resident including, but not limited to marriage, shall be subject to standard criminal and additional background check procedures. In addition, the Resident must submit such proper documentation as may be required by the Landlord, including but not limited to, certificates and licenses, prior to the Landlord's written approval of an addition to the household member(s) of the Resident, in the event that such approval is required, or promptly after such an addition, in the event that such approval is not required. If Landlord's permission is required, Resident agrees to wait for Landlord approval before allowing additional persons to move into the unit. Failure of the Resident to comply with this provision is a serious violation of the material terms of this Lease for which Landlord may terminate the Lease in accordance with Section 17.

(iii) Household member(s) may include children placed in long-term foster care, and essential live-in care for elderly, disabled or persons with disabilities. However, the Resident is obligated to obtain the prior written approval of the Landlord before moving such individual into the Unit.

## 2. LEASE TERM

The term of the Lease shall be for one (1) year and it shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall terminate at midnight on \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_ provided however, that so long as the Resident is not in default hereunder and in the absence of a notice by the Resident to terminate, the Lease will automatically be renewed for the successive terms of one (1) year each upon payment by the Resident of the rent, as defined herein, for the first month following the yearly anniversary hereof. Although it is for one year, the Lease may be modified at any time by written agreement between the Resident and the Landlord [24CFR§966.4(3)]. Failure of Resident to accept a Lease revision is grounds for termination of tenancy [24CFR§966.4(l)(2)(i)].

## 3. RENT

A. MONTHLY RENT. Resident agrees to pay the initial rent (as prorated for the partial month) of \$\_\_\_\_.00 due at the time of execution of this Lease and monthly rent thereafter in the amount of \$\_\_\_\_.00. RENT SHALL BE PAID WITHOUT DEMAND ON THE FIRST (1<sup>ST</sup>) DAY OF EACH MONTH DIRECTLY TO THE LANDLORD.

B. ADMINISTRATIVE FEE AND OTHER CHARGES. Rent is due and collectible on the first (1<sup>st</sup>) day of each month and is delinquent if not paid by the close of business on the tenth (10<sup>th</sup>) calendar day of each month. **If the Landlord does not receive the rent by the tenth (10<sup>th</sup>) calendar day of the month an \$11.00 administrative fee shall be charged on the eleventh day of each month that the rent is due and not paid. Thereafter a charge of \$1.00 per day will be added to the delinquent account for each day the account remains delinquent up to and including the last day of the delinquent month.**

Resident shall not be in default of the rent payment obligation if, following the administrative fee assessment and prior to the 25<sup>th</sup> day of the month, the Resident enters into a payment agreement (which will include the administrative fee) with the Landlord, and remains current under its terms. Charges for other than rent shall be due and collectable the first day of the second month in which the charge is incurred. A "Schedule of Resident Charges" is posted in the management office and is made a part of this Lease by reference. These charges are reviewed and adjusted, if necessary, on January 1 of each year. Failure to pay charges for other than rent when due shall be considered a serious violation of the terms and conditions of this lease.

#### 4. SECURITY DEPOSITS

- A. DEPOSIT. To secure the Resident's faithful performance of all material terms of this Lease, the Resident shall deposit with the Landlord at the time of execution of the Lease, a security deposit ("deposit") in the amount of **\$99.00**. (Residents who have paid a lesser amount to the Landlord under a previous Lease are considered to have fully met this obligation).
- B. USE OF DEPOSIT. This deposit may be used to cover any unpaid rent owed to the Landlord at the time of Lease termination, or to reimburse the Landlord for the cost of repairing any damages to the unit caused by the willful conduct or negligence of the Resident, the Resident's family or guest, or that is otherwise attributable to the Resident. The deposit may not be used to cover unpaid rent or other charges while the Resident continues to occupy the unit.
- C. RETURN OF DEPOSIT. At the time of termination of this Lease, Landlord shall return the balance of the security deposit to the Resident within thirty (30) days of the unit becoming vacant providing the Resident provides the Landlord with a forwarding address in writing. The Landlord will also send the former Resident a written statement of any costs for damages and/or other such charges for which said deposit was utilized, in accordance with Pennsylvania law, as long as the Resident has provided the Landlord with a forwarding address.

#### 5. UTILITIES

- A. Resident shall be responsible for securing utilities not supplied by management and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted service. **Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this Lease.**

(1) Landlord-Supplied Utilities: The Landlord will supply the following utilities for Waynesburg Housing, Wayne Village and Thompson Gardens: electricity, natural gas, water, and sewage service. For Grandview Drive Apartments the Resident will be credited the appropriate utility allowance per bedroom size for those utilities listed above. The Landlord will supply for Woodside Manor, the following utilities: water and sewage service and the Resident will be credited the appropriate utility allowance for electricity and natural gas. The Authority will not be liable for the failure to supply utility service for any cause which is beyond its control.

The Landlord will provide a cooking range and a refrigerator in all units whether Landlord furnished or resident paid utilities. Other major electrical appliances such as, air conditioners,

freezers, extra refrigerators, etc., may be installed and operated only with the written approval of the Landlord. A monthly service charge will be payable by Resident, along with monthly rent, for the electricity used in the operation of such appliances, as shown on the Schedule of Resident Charges posted in the central office.

- (2) **Non-Landlord-Supplied Utilities:** If Resident resides in a development where the Landlord does not supply electricity, natural gas, water, or sewage service, an allowance for utilities shall be established, appropriate for the size and type of dwelling unit for utilities Resident pays directly to the utility supplier. The total resident payment less the allowance for utilities equals Resident rent. If the allowance for utilities exceeds the total resident payment, the Landlord will pay utility reimbursement to the Resident each month.

If Resident's actual bill exceeds the allowance for utilities, Resident shall be responsible for paying the actual bill to supplier. If Resident's actual utility bill is less than the allowance for utilities, Resident shall receive the benefit of such saving.

The Landlord may change the allowance at any time during the term of the Lease, and shall give Resident 30 days written notice of the revised allowance along with any resultant changes in Resident rent or utility reimbursement.

- (3) **Use:** Resident agrees to use utilities for normal household purposes only, not to waste the utilities provided by the Landlord and to comply with all applicable law, regulation, or guidelines of any government entity regulating utilities or fuels. [966.4(f)(8)].
- (4) **Interruption of Service.** This Lease shall not be affected and there shall be no diminution or abatement of rent or other payments and no constructive eviction shall be claimed or allowed because of interruption or curtailment of any services or utilities in or to the unit from causes beyond the Landlord's control.

## **6. MAINTENANCE AND REPAIRS**

- A. **REQUEST FOR MAINTENANCE AND REPAIRS.** The Resident must request maintenance or repairs by telephone to the Maintenance Department of Landlord. During non-business hours, emergency repairs may be requested by telephoning the Landlord or its designee (touch-tone is required). The Resident should contact the Landlord during regular business hours at (724) 627-6523 extension 27 for the correct telephone number. This number is also available during non-business hours at (724) 627-6523. An emergency recording will indicate beeper number for on-call maintenance personnel.
- B. **LANDLORD/RESIDENT RESPONSIBILITIES.** At Resident's request, the Landlord shall provide normal maintenance and repair of the unit. The Resident shall be responsible for and shall pay, upon demand therefore, reasonable charges for the repair of damage beyond normal wear and tear, which is negligently or intentionally caused by the Resident, household member(s) of the Resident or guests of the Resident.
- C. **REPAIR CHARGES** shall be established by the Landlord in a "Schedule of Resident Charges".

The "Schedule of Resident Charges" is a list of costs of specific repairs and services which is revised on January 1 of each year and posted in the Landlord's central office. A copy is available upon request at the Landlord's central office.

- D. CASUALTY. Charges will also be assessed to the Resident to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Resident, household member(s) of the Resident or guests of the Resident as determined by the fire department or Landlord. Such related charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Resident may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with payment agreement terms shall be considered a breach of, and grounds for termination of, the Lease.

The Resident will do nothing and permit nothing to be done on the unit, which will contravene any fire or other insurance policy covering the same.

## **7. REDETERMINATION OF ELIGIBILITY, RENT OR DWELLING SIZE/APPLICATION FOR CONTINUED OCCUPANCY (ANNUAL RECERTIFICATION)**

The Landlord is required to examine the status and income of each Resident family at least once per year. With attention to a recertification schedule established by the Landlord, the eligibility status shall be recertified according to the following procedures:

Prior to the time of the Resident's annual review, the Landlord will send the Resident an Application For Continued Occupancy or similar form. The Resident is required to return the completed forms to the Landlord within the specified time. The Application For Continued Occupancy is required to be signed by all Resident members age 18 and over attesting to the accuracy of the information provided therein.

Resident agrees to furnish in adequate detail all information and data necessary to enable the Landlord to determine:

- (a) Rent to be charged;
- (b) Correct size of the dwelling unit required;
- (c) Compliance with Community Service requirements.

The Landlord shall verify each household's income in order to determine the appropriate rent. In accordance with these procedures, the Landlord may require the Resident to furnish certain verifications, and/or sign releases for third party verification to be obtained directly by Landlord. Landlord shall verify all information on the application by methods necessary to assure Landlord that the information is complete and true at the time of recertification.

The Resident shall elect to either pay the flat rent for the Resident's unit ("Flat Rent") or income-based rent and will sign a verification to that effect. Any change in rent charged as a result of the annual recertification will take effect on the Resident's annual recertification date. Failure to complete recertification is a serious Lease violation which may result in Resident being charged monthly rent at the current ceiling rent determination. Failure to comply with the recertification request must result in termination of the Lease agreement [24CFR§966.4(c)(2)].

## 8. INTERIM RENT REDETERMINATION

The Resident must promptly and accurately report to the management office, in person, any changes in the source of total family income or family status during the interim period of each annual recertification within ten (10) days of such change, but not later than the 25<sup>th</sup> day of the month prior to the month that the rent is expected to change in order to effectuate the proper adjustments to his/her monthly rent amount. A failure to timely report a change in income is a material breach of this Lease.

Increase in Income. Residents are required to report all income increases within ten (10) days of such change. In the event that the Resident's income increases, the new rent charged will take effect on the first day of the second month following the month in which the change actually occurred. Resident will be notified in writing of any rent adjustment as a result of the increase in income. Failure to report all increases in income within ten (10) days of such increase may result in retroactive rent being charged to the Resident's account and the entire balance being due immediately.

Decrease in Income. In the event of a decrease in income, the Resident must provide all documentation concerning the decrease to the Landlord by the 25<sup>th</sup> day of the month in which the decrease occurred. If the information is submitted on time, the new rent will become effective the first (1<sup>st</sup>) day of the month following the Resident's reporting. If the information is submitted late, the rent will not change until the first (1<sup>st</sup>) day of the second month following the Resident's reporting. Resident will be notified in writing of any rent adjustment as a result of the decrease in income. No retroactive adjustments will be made if a Resident fails to submit a decrease in income on time.

Rent may also be increased in the event that said increases are required by changes in U.S. Department of Housing and Urban Development ("HUD") regulations.

## 9. LANDLORD OBLIGATIONS

In addition to the other obligations under this Lease, the Landlord agrees to perform the following:

- A. MAINTENANCE: Maintain the unit, building facilities, common areas and grounds, not otherwise assigned to Resident for maintenance and upkeep, in a decent, safe and sanitary condition.
- B. REPAIRS: Make needed repairs to the premises promptly by responding in the following manner:
  - Within twenty-four (24) hours of receiving an emergency repair request, abate the emergency, and no later than twenty-five (25) business days for regular repair request.
  - (1) Provide inspection of the unit by the Landlord or qualified maintenance staff.
  - (2) Complete and process all necessary work orders required to initiate the correction of the condition in a timely manner. The Landlord shall complete the remaining repairs and all non-emergency repairs in an adequate, competent and professional manner, as soon as practicable following the inspection date.
  - (3) Adequately complete repairs needed to make safe any hazardous or emergency conditions related to the repair request.
  - (4) Provide extermination services on a regularly scheduled basis for the extermination of roaches and termites.

- (5) Provide instructions to those Residents who desire installation, repair, or maintenance of items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Resident shall secure written permission from Landlord.
- C. COMPLIANCE WITH LAWS: Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- D. MAINTAIN UTILITIES: Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by the Landlord.
- E. PRE-OCCUPANCY INSPECTION: The Landlord and the Resident will inspect the unit prior to occupancy by the Resident. The Landlord will give the Resident a copy of the inspection form showing the condition of the unit, interior and exterior, as applicable, and any equipment provided with the unit. The inspection form shall be signed by the Landlord and the Resident with one copy of the form given to Resident and one copy retained in the Resident's file. Any deficiencies noted on the inspection form will be corrected by the Landlord before the Resident moves in at no charge to the Resident.
- F. POST-OCCUPANCY INSPECTION: The Landlord will inspect the unit at the time Resident vacates the unit and provide the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or the Resident's representative may join in such inspection, unless the Resident vacates without notice to the Landlord.
- G. RULES AND REGULATIONS: Post in the Landlord's office copies of all rules, regulations, schedule of charges, and other documents which are made a part of this lease (by attachment or by reference), and to make these available to Residents.
- H. ENFORCEMENT: Enforce the terms of this Lease agreement fairly, impartially and in good faith.
- I. NOTIFICATION: Notify Resident of the specific grounds for any proposed adverse action including, but not limited to, proposed lease termination, transfer of Resident to a different unit, the imposition of maintenance charges for repair, or excess consumption of utilities.
- J. LEAD HAZARD: The Landlord will provide the Resident, at initial lease execution, with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease.

## **10. RESIDENT OBLIGATIONS**

In addition to the other obligations under this Lease, Resident agrees that failure to comply with the following provisions shall be a material breach of the Lease:

- A. USE: To use the unit solely as a private dwelling for the Resident and household member(s) of the Resident as named in this Lease and not to use or permit the use of the unit for any other purpose. To give prompt prior notice to the Landlord of Resident leaving dwelling unit unoccupied for any period exceeding one calendar week.
- B. ASSIGNMENT/SUBLETTING: Resident shall not sublease or assign this Lease.

- C. **BOARDERS/LODGERS:** Resident shall not provide accommodations for boarders and/or lodgers.
- D. **OVERNIGHT GUESTS:** Resident may reasonably provide accommodations to his/her guests or visitors for a period not to exceed fourteen (14) days per calendar year, provided that the Resident has completed a visitor form at the management office prior to allowing any overnight guests. A guest is someone who is present in the unit with the consent of the Resident or another household member. Permission for a guest to remain in the unit in excess of fourteen (14) days in any calendar year shall not be unreasonably withheld by the Landlord. Requests to allow a guest to remain in the unit beyond fourteen (14) days shall be referred to the Landlord for special consideration (i.e. long- term foster care or medical care of a non-resident member of the Resident's family). This limitation does not apply to any live-in aide for the Resident or a housing member(s) of the Resident.
- E. **RULES AND REGULATIONS:** To abide by such necessary and reasonable rules and/or regulations promulgated by the Landlord for the benefit and well being of the housing community and its' Residents. Any such rules and/or regulations shall be posted in the management office by the Landlord, and shall be incorporated herein by reference.
- F. **COMPLIANCE WITH LAWS:** Resident shall, at his/her sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use, or occupancy of the unit.
- G. **QUIET ENJOYMENT:** To behave and cause household members and guests to act in such a manner which will not disturb other Resident's peaceful enjoyment of their accommodations or community facilities. To refrain from illegal or other activities which would impair the physical or social environment of the community and to act in such a way as to positively contribute to maintaining the development of the community in a decent, safe and sanitary condition. To act in a cooperative manner and to refrain from, and cause members of Resident's household or guests to refrain from, acting or speaking in an abusive or threatening manner toward neighbors and Landlord staff.
- H. **MAINTENANCE:** To maintain the unit and common areas as assigned, and the appliances assigned to the Resident for the Resident's exclusive use in a decent, safe, clean and sanitary condition. To cooperate with the Landlord in maintaining yards assigned to the Resident in a neat and orderly manner. To pick up and remove trash and to dispose of garbage, rubbish and other waste in a sanitary and safe manner. The Resident is also required to remove ice and snow from the area immediately in front of the dwelling unit if Resident occupies a unit with its own entrance to the outside of the building.
- I. **MISUSE OF UTILITIES:** To use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities including elevators in a reasonable manner, and for their intended purpose and to not waste Landlord provided utilities. To pay promptly any utility bills for which the Resident is responsible and to avoid disconnection of utility service for such utilities.
- J. **DAMAGE TO UNIT:** To refrain from and to prevent household member(s) under the Resident's control from destroying, defacing, damaging and/or removing any part of the unit, community buildings, facilities or property located in common areas. To take reasonable precautions to



prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.

- K. ALTERATIONS: To obtain the prior written consent of the Landlord to make repairs, alterations, or install equipment in the unit or common areas. To make no changes to locks or install new locks on exterior doors without the landlord's written permission.
- L. REQUEST FOR MAINTENANCE: To notify the Landlord immediately of the need for repairs to the unit and of any unsafe conditions in the unit or on the grounds which might lead to injury or damage.
- M. PETS: To comply with the Landlord's PET POLICY (copies are available upon request). This policy prohibits the ownership and/or presence of any animal in or near the unit, except as may be set forth in the Pet Policy which shall be made a part of this Lease. **Prior registration and approval are required.** Any violation of this provision shall constitute grounds for Lease termination and costs may be imposed on residents for actions required to remove Resident's pet. Visiting pets are not permitted.
- N. VEHICLES: The Resident shall be entitled to parking for no more than one (1) vehicle, provided that the vehicle is registered with the Landlord. The Landlord reserves the right to assign additional parking spaces to the Resident, subject to available space and/or restrict the type of vehicles permitted at the Community. The Resident is not to keep or maintain any inoperable vehicle, or a vehicle without a valid license plate, inspection sticker or parking permit, in the parking areas. The Landlord will arrange for the removal of all illegally parked vehicles in accordance with state and local statutes. Vehicle repairs are not permitted on Authority property.
- O. LANDLORD ENTRY: The Resident must allow the Landlord to enter the unit for all inspection, maintenance, repair and pest control purposes.
- P. TRANSFER. When a change in family composition justifies the need for transfer under Landlord's occupancy standards, the Resident agrees to transfer to an appropriately sized dwelling unit, which meets the applicable habitability standards. The Landlord will make a good faith effort to transfer the Resident within the same development or scattered site neighborhood. The Resident shall be given fourteen (14) days advance written notice of the availability of a suitably sized unit prior to being required to move. The Resident's response to the transfer offer must be received within five (5) days of receipt of aforementioned notice and must state the Resident's willingness to move to an appropriately sized unit.

Failure to respond to an offer within five (5) days will be considered a rejection and grounds for Lease termination. Residents who reject a transfer to an appropriately sized unit must state specific good cause reason(s). In the event that the reason is sufficient to establish good cause to reject the unit the Resident will still be required to move to another appropriately sized unit after one is assigned.

All costs associated with the move will be the responsibility of the Resident.

The Resident further agrees to accept a new Lease for a dwelling unit of the appropriate size. Failure to accept an appropriately sized unit without demonstrating good cause for rejection within five (5) days of receipt of the offer shall constitute a material breach of this agreement and

grounds for termination of this Lease. Resident shall have four (4) working days to complete the transfer.

If the unit leased is an accessible unit and the Resident family occupying the unit is not a family with individuals with disabilities, the Resident agrees to transfer to a non-accessible unit if and when the unit is needed for a family with individuals with disabilities.

Q. HOUSEKEEPING STANDARDS. Resident agrees to keep the unit in a clean and safe condition. In an effort to improve the livability and conditions of the units owned and managed by the Landlord, uniform standards for resident housekeeping have been developed for all Residents. The "Housekeeping Standards" are found in each "Resident Handbook" which shall be made a part of this Lease.

R. PROHIBITED ACTIVITIES. Resident shall not engage in and shall prevent any household member or guest of the Resident from engaging in any of the following:

- (1) Any drug related criminal activity, including but not limited to, the presence of an illegal controlled substance on or off the premises. The physical presence of the controlled substance rather than actual ownership of the drugs shall constitute a material breach of this Lease and amount to grounds for immediate Lease termination in compliance with Pennsylvania law and the Landlord's 'One Strike and You're Out Policy.'
- (2) Any illegal use (or pattern of illegal use) of a controlled substance, or any abuse (or pattern of abuse) of alcohol, or any criminal activity of any kind that threatens the health, safety, or right to peaceful enjoyment of the Landlord's property by other residents or employees of the Landlord.

In addition, conviction of the following crimes that occur on or off the Landlord's property shall be cause for Lease termination:

(i) a capital offense; (ii) a 1st degree felony involving actual or potential harm to a person; or (iii) possession, manufacture or delivery of a controlled substance as defined in Section 102 of the Controlled Substance Act. For purposes of this Section, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance is defined in Section 102 of the Controlled Substance Act.

S. DEADLY WEAPONS. All firearms in the possession of the Resident must be registered with the Landlord. If a Resident, household member(s) of Resident or guest of Resident do any of the following on the Landlord's property; same shall be cause for Lease termination:

- (1) Utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification;
- (2) Shoot, fire, explode, throw or otherwise discharge a potentially deadly weapon;
- (3) Inflict any injury upon another person through the intentional, reckless or negligent use of a deadly weapon without legal justification;
- (4) Damage any of the Landlord's property through the reckless, careless or negligent use of a deadly weapon.

T. COMMUNITY SERVICE. Each adult resident, who is not considered exempt per the QHWRA shall contribute 8 hours per month or participate in a self-sufficiency program for 8 hours per month to fulfill the Community Service requirement of residency in Landlord's property.

U. REPEATED AND SERIOUS VIOLATIONS. Any serious or repeated violation of material terms such as failure to pay rent or to fulfill Resident Obligations shall constitute a violation of this Lease, place the Resident in default of this Lease, and the Landlord may terminate this Lease by filing for eviction of the Resident from the premises.

## 11. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

A. RESIDENT'S NOTICE. When conditions are created in the unit which create a danger to the life, health and/or safety of the Residents, the Resident shall immediately notify the Landlord of said condition. The Landlord shall be responsible for repair of the unit, as stated in Section 6.B. If the damage was caused by Resident, household member(s) of Resident, or guests of Resident, the reasonable cost of repair shall be charged to the Resident.

B. RELOCATION. If repair cannot be made within a reasonable time, the Landlord shall provide standard alternative accommodations, to the extent that such accommodations are available.

Landlord is not required to offer alternative accommodations if Resident, household member(s) of Resident, or guests of Resident, caused and/or created the hazardous condition.

## 12. ENTRY OF PREMISES DURING TENANCY

A. INSPECTIONS/MAINTENANCE. The Landlord shall have the right to enter the unit upon providing at least forty-eight (48) hours written notice delivered to the unit stating the purpose of the entry, between the hours of 8:00 a.m. and 4:00 p.m. to perform routine inspections, or to make improvements, or for pest control purposes, or to show the unit for releasing, or to determine if the Resident still occupies the unit when reasonable doubt exists. **When the Resident notifies the Landlord of any needed repairs in accordance with Section 10L herein, such notice shall be deemed an authorization by Resident for Landlord to enter said premises, with a passkey, to make necessary repairs.** However, the Landlord may enter the unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.

If Resident or another adult household member is not available at time of entry, the Landlord shall leave a written statement as to the date, time and purpose of such entry.

B. FAILURE TO PERMIT ENTRY. Failure to allow the Landlord or its independent contractors entry into the unit for any of the reasons indicated in Section 12 shall be a material breach of the Lease.

## 13. INSPECTIONS

In addition to all other inspections required or permitted by the Lease, the Landlord shall inspect all dwelling units, equipment provided with the unit, and common areas assigned to the Resident up to twice a year or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community.

## 14. COMMUNITY SERVICE REQUIREMENT

Resident and each adult member of Resident's household as set forth in Section 1B shall perform at least eight (8) hours per month of qualifying community service (as specified by the Landlord) unless

the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working the appropriate number of hours, attending an educational institution, or participating in some other qualified training program. Resident will comply with the Community Service and Self Sufficiency Policy of the Housing Authority of the County of Greene as per 24CFR§966.4(2)(ii) the Landlord may not renew this Lease if the family has violated the requirements to perform Community Service.

## **15. DETERMINATION OF MONTHLY RENT AND UNIT SIZE**

Determination will be made of monthly rent to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission and Continued Occupancy Policy posted in the management office.

## **16. ABANDONMENT OF DWELLING UNIT AND PROPERTY**

In the event Resident removes or attempts to remove any goods or property from the dwelling unit other than in the ordinary and usual course of continuing occupancy, the dwelling unit may, at the option of the Landlord, be considered abandoned. In such event, management shall have the right, provided five (5) days written notice is mailed to the Resident's last known address, to store or otherwise dispose of any property left on or about the dwelling unit by Resident following or pursuant to such abandonment. The Landlord shall also be entitled to store or dispose of any property remaining on or about the dwelling unit after the termination of this Lease. Any property left on or about the dwelling unit shall be considered abandoned and will be disposed of by the Landlord. Costs for storage and disposal shall be assessed against the Resident abandoning the property.

## **17. TERMINATION OF LEASE**

- A. **RESIDENT'S TERMINATION.** Resident may terminate this Lease at any time by giving thirty (30) days written notice to the Landlord. Notice must be in writing, delivered to the Authority office or sent by prepaid first-class mail, properly addressed. Resident shall yield possession upon termination of this Lease and return to the Landlord all keys and/or entrance cards. The Landlord shall provide Resident an itemized statement of account of the vacated unit within a period not to exceed thirty (30) days, providing Resident provides Landlord with a forwarding address. Landlord reserves the right to pursue collection of any monies owed by Resident to Landlord upon move-out through legal process and/or submission of delinquent account to the applicable Credit Bureau.
- B. **LANDLORD'S TERMINATION.** The Landlord shall terminate this Lease for serious or repeated violations of the material terms of this Lease which include, but are not limited to, failure to make payments due under this Lease, failure to fulfill the "Resident Obligations" set forth in Section 10 herein, or for other good cause;

In the event that Landlord terminates this Lease, Resident shall be given a "Lease Termination Notice/Notice To Vacate" as set forth below:

1. Fourteen (14) days in cases of failure to pay rent;
2. Three (3) days in cases of engaging in criminal activity including drug-related criminal activity. The Landlord has a "One Strike and You're Out" Policy with respect to violations of Lease terms regarding drug-related and other criminal and/or violent activities;

3. A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days) if the health or safety of other Residents, Landlord employees, or persons residing in the immediate vicinity of the premises is threatened;
4. Thirty (30) days in all other cases;
5. In deciding to evict for criminal activity, Landlord shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the Resident's neighbors. In appropriate cases, Landlord 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. Landlord may also require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

In 1 & 3 above, the Lease Termination Notice/Notice To Vacate shall state, in addition to all other legal requirements, the specific grounds for the termination, the right of Resident to make a reply, the right of the Resident to a hearing in accordance with the Landlord Grievance Procedure, and the right of Resident to review documents directly relevant to the termination or eviction:

In 2 above, the Lease Termination Notice/Notice To Vacate shall state, in addition to all other legal requirements, the reason(s) for the termination and the right of Resident to examine documents directly relevant to the termination or eviction, and shall contain the following language printed or written in conspicuous manner: "You are being asked to leave the premises. If you do not leave, a legal eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a Resident, it is recommended that you seek legal assistance." The Notice shall also state that the Resident is not entitled to the Grievance Procedure and will state the grounds for lease termination under which the grievance process is denied. The Notice will specify the judicial eviction procedures the Landlord will use, and state that HUD has determined that the judicial procedure complies with the basic elements of due process. The Notice shall state whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for a drug related criminal activity. **In evictions involving criminal and/or drug activity, the Landlord is required to notify the local post office that the subject of the eviction no longer resides in the unit so that the post office will stop mail delivery for such persons and they will have no reason to return to the unit.**

## 18. LEGAL NOTICES

Notices required by the Lease, by law, or otherwise, shall be in writing and shall be delivered in person to the Resident or to any person, who is at least 18 years of age or older residing in the dwelling unit. Notices can be sent by first class mail, certified mail, return receipt requested, or by leaving it at the premises. Unopened, canceled, first class mail returned to the Landlord office by the post office shall be sufficient evidence that notice was given. Notice to the Landlord from the Resident must be in writing and delivered to the Landlord in person or sent by first class mail. If Resident is visually impaired, all notices must be in accessible format.

## 19. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the lease and grievance procedures, an individual with disabilities shall be provided reasonable accommodations to the extent necessary to provide the individual with disabilities with an

opportunity to use and occupy the dwelling unit equal to an individual without disabilities.

The Resident, at any time during the tenancy, may request reasonable accommodation of a household member having disabilities, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy.

## **20. CHANGES TO LEASE**

This Lease, along with any future adjustments of rent or reassignment of dwelling unit(s) is evidence that the Landlord and Resident have entered into an agreement that states the responsibilities of both parties to each other, to other Residents, and to the dwelling units and premises. Failure by a Resident to accept a Lease revision is grounds for Lease termination.

## **21. ALTERNATIVE HOUSING ACCOMMODATIONS**

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days unless prior written approval is received from Landlord. If Resident resides out of the dwelling unit for more than sixty (60) days the Landlord will assume the dwelling unit to be abandoned and take possession in accordance with Section 16.

## **22. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the "Housing Authority of the County of Greene Grievance Procedure" which is in effect at the time such grievance or appeal arises, which Procedure is posted in the management office and incorporated herein by reference.

In the case of evictions excluded from the Grievance Procedure, affected Residents are afforded all the elements of due process by Pennsylvania State law and may seek redress in the State of Pennsylvania Courts.

## **23. COURT COST AND ATTORNEY FEE**

If it becomes necessary for the Landlord to employ an attorney and bring court proceeding against Resident to collect any rent and other charges agreed to be paid, or to enforce the provision of this Lease, or to evict Resident from the premises, and if judgment is entered against Resident in favor of the Landlord in such proceedings, Resident shall be obliged to pay all court costs and reasonable attorney's fees. If Judgment is entered against the Landlord in favor of Resident in such proceedings, the Landlord shall be obliged to pay all court costs and reasonable attorney's fees.

## **24. UNENFORCEABLE LEASE PROVISIONS**

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph in this Lease, be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

## **25. WAIVER**

If the Resident violates the terms and conditions of this Lease and such violations are not brought

immediately to the attention of the Landlord, the Landlord upon learning of such violation may take the appropriate action provided for in the Lease, and no such past violation which has not been acted upon by the Landlord shall constitute a waiver of subsequent similar violations.

**26. EXECUTION**

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by the terms, conditions, and regulations of this lease and all additional documents made a part of this Lease by reference.

**LANDLORD: HOUSING AUTHORITY OF THE COUNTY OF GREENE**

\_\_\_\_\_  
Landlord Representative Date

**RESIDENT**

**RESIDENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

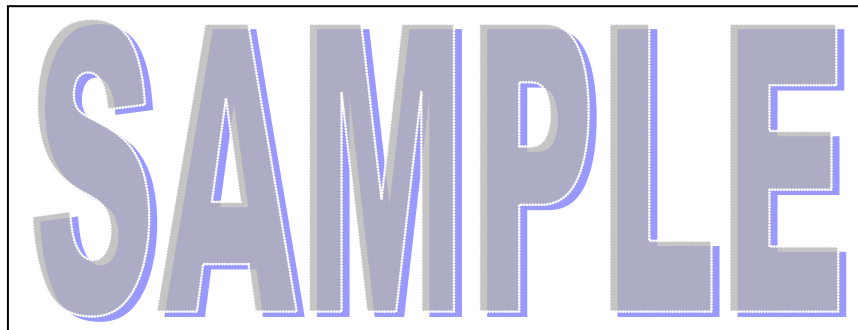
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I have received a copy of this Lease and I hereby declare that the facts given in my application for public housing are true and correct. I understand that if these facts are not true, this Lease will be terminated and I will be required to vacate.

Withholding or giving false information relative to the determination of eligibility, amount of rent or who will occupy the premises, or to make a false statement or representation to any representative of the Housing Authority of the County of Greene will be considered an intent to defraud under Pennsylvania law and may be punishable with fines up to \$10,000.00 and/or a prison term up to five years.



Resident \_\_\_\_\_ Landlord Representative \_\_\_\_\_

***ESTA CARTA CONTIENE INFORMACION IMPORTANTE PARA USTED Y SU FAMILIA. SI NO LA ENTIENDE, POR FAVOR PROCURE ASISTENCIA PARA TRADUCIRLA O PONGASE EN CONTACTO CON NUESTRA OFICINA PARA CONSEGUIR AYUDA.***