

LACKAWANNA HOUSING
RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

— **Part I establishes the Terms and Conditions of the lease.** These apply to all residents.

— **Part II is the lease contract.** This is executed by the resident and Lackawanna Housing (hereinafter “Agency”), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident's household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth;
- Unit address, occupancy date, development name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the Agency with the unit;
- All pamphlets or informational materials provided to the Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for the Resident to use if maintenance problems arise with the unit outside of normal Agency business hours.

HUD Approved July 2003

LACKAWANNA HOUSING
RESIDENTIAL LEASE AGREEMENT

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PART II of the Lease:

Part II of the Lease consists of three (3) pages and contains specific information pertaining to the leaseholder and household members (i.e., - unit location, household composition, amount of rent and security deposit, etc.). Page 3 is the signature page for Part II of the Lease, and also serves as the Resident's acknowledging explanation of the lease, receipt of any attachments to the lease, fraud certification, etc.

ATTACHMENTS TO THE LEASE:

Reasonable Accommodations for Residents with Disabilities.

Lease Addendum for Drug-Free Housing.

Lease Rider–Non-Disabled Resident Residing in Accessible Unit.

Lease Addendum – Pet Policy

SIGNATURE PAGE FOR PART I OF THE LEASE (To be used only at the time of recertification or unit transfer.)

Non Smoking policy and Addendum to Lease

Smoke Alarm non removal policy

One Strike and You're Out Policy and signature page

LACKAWANNA HOUSING

504 Equal Access Statement

All Residents receive a copy of the lease. If you are disabled and do not have a copy of your lease or need help understanding the lease the Agency will provide assistance. **You must phone to arrange for assistance. Please call (570) 342-7629.**

For the mobility-impaired persons -- A copy of this lease is kept at our main office located at 2019 West Pine Street, Dunmore, PA and at public housing developments located in Lackawanna County. The lease can be examined by individuals with mobility impairments Monday through Friday between the hours of 10:00 AM and 3:00 PM. You **must phone** to arrange to examine the lease. Please call (570) 342-7629. All offices are accessible but we ask that you call first so that a staff person is available to assist you. You may also call the Manager and a copy of the lease will be mailed to your unit.

For vision impaired persons - the Agency will provide a staff person to assist a vision impaired person in reviewing this lease. Assistance may include: describing the contents of the lease, reading the lease or sections of the lease, providing a large type version of this lease or providing other appropriate assistance. Please call 570-342-7629.

For the hearing impaired -- If any individual with a hearing impairment is interested in examining this lease or has questions concerning this lease please call **TDD 1-800-545-1833** between the hours of 8:30 AM and 4:00 PM or come to any of our offices to make an appointment. The Agency will provide assistance to the hearing impaired that may include the provision of a sign language interpreter at a time convenient to both the Agency and the hearing impaired individual.

Assistance to insure equal access to this document will be provided in a confidential manner and setting. The disabled individual is responsible for providing his/her own transportation to and from the location where this document is kept.

If a disabled individual is involved, all hearings or meetings required by this Lease or the Grievance Procedure will be conducted in an accessible location with appropriate assistance provided. The disabled individual is responsible for providing his/her own transportation to and from the hearing or meeting location.

UNIT NO. _____

OCCUPANCY DATE _____

LEASE NO. _____

LACKAWANNA HOUSING

PART I - RESIDENTIAL LEASE AGREEMENT TERMS AND Conditions

THIS AGREEMENT is between Lackawanna Housing, hereinafter called the "Agency," and the Residents named in Part II of this lease, hereinafter called the "Resident." Where applicable, the terms and conditions of this lease will be listed according to the responsibilities of each party.

I. DESCRIPTIONS OF PARTIES AND PREMISES

- A. The Agency, relying upon the representations of the Resident as to Residents' income, family composition, and needs, hereby leases to the Resident, upon the terms and conditions hereinafter set forth, the property (hereinafter called "premises" or "dwelling unit) described in Part H of the Lease Agreement, subject to the terms and conditions of this lease.
- B. Said premise is to be occupied exclusively as a private residence, solely for the Resident and the family members named on Part II of the Lease Agreement.
- C. Additions to the Household members named on the lease including Live-In Aides and foster children, but excluding natural births, require the advance written approval of the Agency. Such approval will be granted only if the new household members pass the Agency's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Resident further agrees to await the Agency's approval prior to allowing additional persons to move into the leased premises. Failure on the part of the Resident to comply with this provision will allow the Agency to terminate the lease in accordance with Section XVI herein.

- D. Deletions from the household members named on the lease, due any reason whatsoever, shall be reported by the Resident to the Agency. The Resident must report the deletion in writing, within 10 days of the occurrence

II. LEASE TERM AND AMOUNT OF RENT

- A. Unless otherwise modified or terminated in accordance with Section XVI of the Lease, this Lease shall automatically be renewed for successive terms of one year.

The rent amount and period are stated in Part H of this Lease. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Agency in compliance with HUD regulations and requirements and in accordance with the Agency's Admissions and Occupancy Policy. Rent shall remain in effect unless adjusted by the Agency in accordance with Section IX herein.

- B. Rent is DUE and shall be PAYABLE in advance on the first day of each month and shall be considered late after the close of business on the fifth (5th) day of the month. Rent may include utilities as described in Section VI below, and includes all maintenance services or repairs due to normal wear and tear.
- C. The payment of any monies due and owing the Agency will be accepted at the development office during regular business hours for that particular location.
- D. When the Agency makes any change in the amount of T Tenant Payment or Tenant Rent, the Agency shall give advance written notice to the Resident The notice shall state the new amount, and the date from which

the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that the Resident may ask for an explanation of how the amount is computed by the Agency. If the Resident asks for an explanation, the Agency shall respond in a reasonable time.

III. OTHER CHARGES

In addition to rent, the RESIDENT is responsible for the payment of certain other charges specified in this lease. The type(s) and amount of other charges are specified in Part ii of This Lease Agreement Other charges can include:

- A. Maintenance Costs —labor and materials, 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 the Resident, household members or by guests. When the Agency determines that maintenance service is NOT due, to normal wear and tear, the Resident shall be charged for the cost of such service labor plus materials) in accordance with the Schedule of Maintenance Charges posted by the Agency. For work not listed on the Schedule of Maintenance Charges, Resident charges shall be based on the actual cost to the Agency for labor and materials needed to complete the job. If overtime work is required, overtime rates shall be charged.
- B. Excess Utility Charges - Where utilities are provided the Agency shall assess. A charge for excess utility consumption due to the operation of major Resident supplied appliances. (Also see Section VI of this Lease.) This charge does not apply to Residents who pay their utilities directly to a utility supplier.
- C. Late Charge - The Agency shall assess a late charge in the amount of \$25.00. The Resident will incur a late charge if the rent is not paid by the close of business on the fifth (5th) of each month. Should the 5th fall on a holiday or weekend, the Resident will have until the close of business on the next business day to pay the rent before incurring a late charge.
- D. Returned Check Policy — The Agency shall assess a bad check charge of \$25.00 for checks returned for non-sufficient funds. Further any Resident who has a check returned will be prohibited from making future rental payments by check. Only certified checks or money orders shall be accepted.

The Agency shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent will be due no sooner than two weeks after Resident receives the Agency's written notice of the charged.

IV. PAYMENT LOCATION

- A. Rent and other charges may be paid at the development office where the Resident resides during regular business hours.
- B. Payments made at any location must be by check or money order. CASH PAYMENTS WILL NOT BE ACCEPTED.
- C. Rents will also be accepted via U.S. Mail, with the postmark being the determining factor as to timely payment.
- D. In no event will any rent received after the last day of the month, regardless of postmark, be considered as paid in the previous month.

V. SECURITY DEPOSIT

- A. Resident Responsibilities: Resident agrees to pay an amount equal to \$99.00. The dollar amount of the security deposit is noted on Part II of this Residential Lease. The full amount of the security deposit is due at the time of admission.

Upon termination of this lease, Resident agrees to notify the Agency of his/her new address for refund of the security deposit.

- B. Agency's Responsibilities: Use of the Security Deposit. The Agency will use the Security Deposit at the termination of this Lease:
- 1) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident and/or Resident's household members, or Resident's guests.
 - 2) To pay the cost of any rent or other charges owed by the Resident at the termination of this lease.

The Security Deposit MAY NOT be used to pay rent or other charges while the Resident occupies the dwelling unit.

No refund of the Security Deposit will be made unless the Resident has submitted a written 30-day notice of intent to vacate the unit. (In the event that the vacate is a result of death, only fifteen (15) days written notice is required from a surviving family member). No refund of the Security Deposit will be made unit after the Resident has vacated, and the dwelling unit has been inspected by the Site Manager or his/her designee on behalf of the Agency, as well as Maintenance staff members.

The return of a security deposit shall occur within 60 days of the dwelling unit becoming vacant. The Agency agrees to return the Security Deposit to the Resident when he/she vacates, less any deductions for any costs indicated above, provided the Resident has furnished the Agency with a forwarding address. If such deductions are made, the Agency will furnish the Resident with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

- A. Agency's Responsibilities: As part of the rent the Agency will supply water and sewerage for household use at all public housing developments, if indicated by an (X) on Part II Section 4 of this residential lease, the Agency will also provide the additional indicated utility: electricity, natural gas, and heat. The Agency will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Agency will provide a cooking range and refrigerator; Major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the prior written approval of the Agency. A monthly service charge will be payable by the Resident for the electricity used 'in the operation of such appliances, per the Schedule posted in the Development Office which is available for inspection and copying by the Resident.

Whenever a Resident, household member or guest has installed (whether before or after the execution of this lease) any major appliance as described above in his/her premises, he/she shall be charged the monthly sum specified in the approval letter sent by the Agency.

- B. Resident-Paid Utilities: If Resident resides in a development where the Agency does not supply the electricity, natural gas or heat, an Allowance for Utilities shall be established (appropriate for the size and type of dwelling unit) for utilities the Resident pays directly to the utility supplier. The Resident's rent to the Agency shall be reduced by the established Allowance for Utilities. Paying for the utilities is the Resident's obligation under the Agency's lease. Failure to pay the utilities is grounds for eviction. If Residents actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is less than the Allowance for Utilities, Resident shall receive the benefit of such savings.

The Agency may change the Allowance at any time during the term of the lease, and shall give Resident 30 day's written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

- C. Resident Responsibilities: Resident agrees not to waste the utilities provided by the Agency, to use the utility only for household purposes, and to comply with any applicable law, regulation, or guideline of any governmental authority or rules set by the Agency for the regulation or conservation of utilities or fuels. For example, washing vehicles or having swimming pools is considered wasting utilities. Resident will be charged an excess utility consumption charge if it is determined that Resident is wasting utilities.

Resident also agrees to abide by any Agency or local ordinance restricting or prohibiting the use of space heaters in apartments.

Resident agrees to notify the Agency prior to the installation of major appliance as described in VI (A) above. If the resident fails to do so, the charge involved will be applied retroactively.

VII. OCCUPANCY

The following terms and conditions of occupancy are made a part of the Lease:

- A. Use and Occupancy of Dwelling: Resident shall use and occupy the premises exclusively as a private dwelling for the Resident and other household members listed on the lease.

This provision does not exclude reasonable accommodations to Residents guests or visitors. Resident must report any guests or visitors staying for more than three (3) days. Permission may be given for accommodations to Residents guests or visitors for a period not exceeding (14) fourteen days. Upon prior written request to the Administrative Office, permission may be granted for an extension of this provision. Said permission from the Administrative Office must be in writing.

- B. Roomers and Lodgers shall not be permitted to occupy the premises, nor shall they be permitted to move in with any family occupying a dwelling unit. If any Resident provides overnight accommodations to any individual(s) for more than three nights in a one week period without obtaining the permission of the Agency, the Resident will be considered to be taking in roomers or boarders and be held in violation of the lease.
- C. Resident will not be given permission to allow a former Resident of the Housing Authority who has been evicted to occupy the unit for any period of time.
- D. Mail shall be delivered to the dwelling unit only for persons listed as occupants on this Residential Lease Agreement.
- E. The Resident shall comply with all laws affecting the use or occupancy of the premises and with all Federal regulations now or hereafter established or modified.

VIII. ABILITY TO COMPLY WITH THE TERMS OF THE LEASE

If, during the term of this Lease, any Resident is no longer able to comply with the material provisions of the lease by reasons of physical or mental impairment, (e.g. failure to maintain the premises in a clean, safe and livable condition; being disruptive, abusive, or otherwise interfering with the quiet enjoyment of other Residents);

AND Resident cannot make arrangement for someone to aid him/her in complying with the lease, and the Agency cannot make any reasonable accommodation that would enable the Resident to comply with the lease;

THEN, the Agency will refer the Resident, or third party designated by the Resident, to the appropriate Social Service agency in an effort to find more suitable housing and move the Resident from the dwelling unit. If there are no family members unwilling or able to take responsibility for moving the Resident, the Agency will attempt to work with the appropriate Social Service agencies to secure suitable housing and will terminate the Lease in accordance with Section XVI of this Lease.

At the time of admission, all Residents must identify the family members or third party to be contacted if they become unable to comply with the terms of this lease.

IX. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. Regular Re-examinations and Interim Re-examinations

Rent is due and owing for the premises in the amount as fixed in Part II of the Lease Agreement until amended as described below. Each Resident household occupying a public housing unit must annually (at the time of the regular recertification) elect whether the Resident rent will be calculated as a flat rent or an income-based rent, as also described below.

Once the Resident at the Annual Reexamination selects the rent calculation method, the selected rent calculation method shall remain in effect until the effective date of the next annual review, unless the Resident elects to change from the Flat Rent calculation method to the Income-Based method.

As a material provision of the Lease, Resident agrees and promises to supply the Agency, upon request, with accurate information as to: family composition, age of family members, amount 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 this information when requested is a serious violation of the terms of the lease and the Agency will terminate the lease.

The Agency requires that this information be validated. The Resident agrees to comply with Agency requests for the verification of information by signing information releases for third party sources, presenting documents for review by the Agency, or providing other suitable forms of verification.

The Agency shall give Resident reasonable notice of what actions Resident 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 Agency in determining whether the amount of the rent should be changed and whether the dwelling size is still appropriate for the Residents needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in a conspicuous manner in the Development Office¹ and incorporated by reference and made a part of this Lease. A copy of the policy can be furnished to applicants and Residents for review on request.

If any resident receives a letter or notice from HUD concerning the amount or verification of all income, the communication shall be brought to the Site Manager within 30 days.

1. Income-Based Rents:

The status of each Resident household is to be re-examined and rent redetermined at least once a year in accordance with an established re-examination schedule. Each year, by the date specified by the Agency, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition.

The Agency shall verify the information supplied by the Resident and use the verified information to establish the amount of the Residents rent for the next year. At the time of the annual review, the Agency shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option (income-based rent), the Agency will schedule special rent reviews every sixty (60) days.

For Residents paying Income-Based Rent, rent will remain in effect for the period between regular rent redeterminations UNLESS during such period;

- a) There is any increase in Residents household income. All increases must be reported within 10 calendar days of the occurrence.
- b) Resident can verify a change in his/her circumstances (such as decline or loss of income) which would justify a reduction in rent. If a reduction is granted, the Resident must report all subsequent changes in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge).
- c) If it is found that the Resident has misrepresented the facts upon which the rent is based so that the Resident is paying less than the rent that he/she should have been charged the Agency may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- d) Rent formulas or procedures are changed by Federal law or regulation.
- e) An interim review and change is warranted.

All changes in household income and family composition must be reported in writing to the Manager within 10 calendar days of the occurrence. Failure to report within the 10 days will result in a retroactive rent charge.

With any of the above circumstances, an Interim Reexamination will be scheduled and rent adjustments will be made accordingly.

2. Flat Rents:

For each public housing unit, the Agency has established a flat rent based on the market rental value of the unit, as determined in accordance with HUD guidelines. Income reviews will be conducted every year for Residents who select the flat rent option Residents who have selected this option will be notified at the appropriate time for their recertification.

The Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical expenses, etc.; or other circumstances create a hardship on the family such that the income based - method would be more financially feasible for the family.

For Residents paying based on a Flat Rent, rent will remain in effect for the period between regular rent redeterminations UNLESS during such period:

1. Rent formulas or procedures are changed by Federal law or regulation.
2. Resident elects to change from the Flat Rent calculation method to the Income-Based Rent method.

With any of the above circumstances, an Interim Reexamination will be scheduled and rent adjustments will be made accordingly.

All changes in family composition must be reported in writing to the Manager within 10 calendar days of the occurrence.

3. Additions to Resident Household:

Persons may not be added to the Resident's household until they meet the Agency's eligibility and screening criteria as defined in the Admissions and Occupancy Policy. New household members must be suitable Residents, and will be screened by the Agency to determine suitability. The Resident must understand that the approval of additions to the household is not automatic. This provision does not apply to new born family members.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children (18 years and older) to move back into the unit unless it is determined that the move is essential for the mental or physical health of the Resident AND it does not disqualify the family from the size unit it is currently occupying.

B. Rent Adjustments Due to Rent Determinations

The Resident will be notified in writing of any resultant rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

In the case of a rent decrease — the adjustment will become effective on the first day of the month following the reported change in circumstances, provided the Resident reported the change in a timely manner, as specified above.

In the case of a rent increase, the adjustment will become effective on the regular reexamination effective date (for regular reexaminations) or the first day of the second month following the month in which the change was reported, provided the Resident reported the change in a timely manner as described above (for interim reexaminations).

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 Agency notifies the Resident of the law or regulatory change.

In the case of a rent increase due to misrepresentation, failure to report for reexamination, failure to report a change in family composition, or failure to report an increase in income at recertification time, the Agency will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred.

Resident will not be required to pay retroactive rent charges caused by miscalculations on the part of the Agency.

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

In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

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

In all circumstances, the Agency shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

C. Transfers

1. Resident agrees that if the Agency determines that the size or design of the premises is no longer appropriate to Resident's needs, or does not conform to the Occupancy Standards as described in the Admissions and Occupancy Policies, the Agency may send the Resident a 15 day Notice of Transfer. Resident further agrees to accept a new Lease for a dwelling unit of the appropriate size or design.

2. The Authority, if it deems appropriate. May move a Resident into another unit if it is determined necessary to rehabilitate the Residents unit or to provide proper facilities for disabled persons.

In the event that a resident is relocated due to unit rehabilitation, the Agency is obligated only to place the resident in a unit at the same development, of an appropriate size based upon the household's current composition, and with like amenities.

3. If a Resident makes a written request for special unit features in support of a documented disability, the Agency shall have the choice to modify Resident's existing unit or transfer Resident to another unit with the features requested.
4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit This provision shall be covered by a Lease Rider executed by the Resident and the Agency at the time of occupancy.
5. Resident is required to move into the dwelling unit made available by the Agency and has 15 days time in which to move following the execution of the new lease. If Resident refuses to move, the Agency may terminate the Lease in accordance with Section XVI.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
7. The Agency will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

X. AGENCY'S OBLIGATIONS

The Agency shall be obligated:

- A. To maintain the dwelling unit and the development in a 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 premises.
- D. To keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied by the Agency.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by the Resident as required in Section XI, paragraph N of this Lease, and to provide disposal service for garbage, rubbish and solid waste.
- 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 to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- H. To notify Resident in writing of the specific grounds for any proposed adverse action by the Agency. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Agency is - required to afford Resident the opportunity for a hearing under the Agency's Grievance Procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a Notice of Lease Termination that complies with Section XVI (B) and (C) of this lease and/or a Notice to Quit under Pennsylvania Law shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, the Agency 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. To provide reasonable accommodations for persons with disabilities as described in this Lease.

XI. RESIDENT'S OBLIGATIONS

Resident shall be obligated to the following, which are deemed to be material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the premises under any circumstances.
- B. Not to give accommodation to boarders or lodgers (as defined in this Lease) under any circumstances.
- C. Not to give accommodations to guests in excess of three (3) days without advance written consent of the Agency.
- D. To use the premises solely as a private dwelling for Resident and Resident's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose unless expressly permitted by the Agency.

This provision does not exclude the care of foster children or live-in care of a member of Resident's family provided the accommodation of such persons conforms to the Agency Occupancy standards, and written approval has been received from the Agency.

- E. To assure that only those persons listed on the most recent Lease or certification form are permitted to occupy the dwelling unit, and to immediately notify the Agency of all changes in household composition.
- F. To insure that the Resident, members of his or her household, guests, or other persons who are on the premises with Resident's consent, conduct themselves in a manner which will:
 1. Not disturb Resident's neighbors' peaceful enjoyment of their accommodations; and,
 2. Be conducive to maintaining the development in a decent, safe, and sanitary condition.

- G. To assure that the Resident, any member of the Resident's household, any guest, or any other person under the Resident's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Agency's public housing premises by other residents or employees of the Agency, or
 2. Any violent or drug-related criminal activity whether on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal 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)
- H. Not to allow any former Resident of the Agency who has been evicted to occupy the unit for any period of time under any circumstances.

- I. To abide by necessary and reasonable regulations as declared by the Agency to the Residents from time to time for the benefit, and well being of the housing development and the Residents. These regulations are incorporated by reference in this Lease, and shall be posted in a conspicuous manner in the development office. Violation of

such regulations constitutes a violation of the Lease.

- J. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- K. To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Failure to pay utility bills is grounds for eviction.
- L. To pay reasonable charges (as posted in the Development Office) for repair of damages, other than normal wear and tear, to the leased premises, development buildings, facilities or common areas caused by the Resident, his/her household or guests, or by Residents' failure to report needed repairs in a timely manner. Charges will be in accordance with the Schedule of Maintenance Charges as posted in the Development Offices. Any damage to the premises which is not described in the written report of inspection signed or initialed by the Resident prior to Resident's occupancy will be presumed to have been caused by Resident.

The Resident is required to report any incident of vandalism or damage to the premises to the Agency or police department. The Resident must notify the Agency/Police immediately and, if possible, identify the person(s) involved. Failure to notify the Agency or the police concerning damage to their premises will result in Resident liability for the cost of the repairs.

- M. To keep the dwelling unit and such other areas as may be assigned to the Resident for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways directly in front of your unit free from hazards, trash, snow, and ice, and keeping the yard free from debris and litter. Exemptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability.
- N. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner only in containers approved or provided by the Agency. To refrain from, and cause members of the Resident's household or guest to refrain from, littering or throwing trash and debris in common areas.
- O. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- P. To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety.
- Q. To make no alterations or repairs or redecoration to the interior or exterior of the premises or to the equipment, nor to install additional equipment or major appliances without written consent of the Agency.

To use no adhesive picture hangers, or fasteners in or on any part of the premises. In addition, Resident shall not:

1. Apply contact paper, cork tiles, or mirror tiles to any interior surface area, fixture, or appliance in the premises;
 2. Install any floor coverings, such as carpet, tile, linoleum, or sheet vinyl that require glue, nails, or adhesives to be applied to the existing floor of the premises. The Resident is permitted to lay loose carpeting over existing floor surfaces; or
 3. Deface the exterior or interior surfaces of any appliance provided by the Agency.
- R. To give prompt prior notice to the Agency of Residents leaving premises unoccupied for any period exceeding one calendar week. Said notice shall not render the Agency responsible for any personal property of any nature or description left in or on the leased premises during the Resident's absence.
 - S. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and Agency staff.
 - T. Weapons

1. Not to display or use, or allow members of the Residents household or guests to display or use any firearms, BB guns, pellet guns, sling shots, other offensive weapons, or paraphernalia as defined by the laws and courts of the State of Pennsylvania in a manner that endangers life or property.
 2. All firearms stored on the premises must be secured in a locked gun cabinet or locked storage container. Key type trigger locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when stored.
 3. To provide the Agency with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises, and to register with the Agency any weapons or firearms kept on the premises.
- U. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- V. To avoid obstructing sidewalks, areaways, galleries, passages, elevators or stairs, nor use these for purposes other than entry to the premises or exit there from.
- W. To refrain from erecting or hanging satellite dishes, radio antenna or television antenna on or from any exterior part of the premises, including but not limited to grounds, yards, and areas common to the development site.

If a resident wants a satellite dish, radio antenna or television antenna, it must be installed within the dwelling unit.

All residents should be aware of the fact that under the Pennsylvania Landlord Tenant Statutes, they are renting the interior of the premises only.

- X. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Agency.
- Y. Pets: Resident may only keep pets in accordance with the Agency's Pet Policy. Resident must obtain the PRIOR written approval of the Agency.

If indicated by an (X) on Part II of this lease, any Residents who have pets acknowledge that they have received and read the Agency's Pet Policy, and are obligated to comply with all terms therein. Violation of the Pet Policy shall be construed as a violation of the Lease.

- Z. To remove from Agency property any vehicles without current license tags and valid inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Agency. Automobile repairs are not permitted on the development site.

Inoperable or unlicensed vehicles, vehicles without valid inspection stickers or tags, or any vehicles parked in unauthorized areas as described above will be removed by the Agency at the Resident's expense.

- A.A To remove any personal property left on Agency property when Resident leaves, abandons or surrenders the premises. Property left in the unit shall be considered abandoned and will be disposed of by the Agency. Costs for disposal of property left in the unit shall be assessed against the Resident. The Agency assumes no responsibility or liability for any personal property remaining on the premises.
- A.B To use reasonable care to keep the premises in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. RESIDENT SHALL PROMPTLY NOTIFY THE AUTHORITY OF KNOWN NEED FOR REPAIRS TO THE PREMISES, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

The Resident shall cooperate fully in any Agency pest control efforts.

- A.C To comply with the provision of any rider attached to and incorporated in this Lease; such rider may include provisions requiring the Resident to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building, provisions requiring non-disabled

persons living in accessible units to move to a non-accessible unit, etc.

- A.D Not to commit any fraud in connection with any Federal housing assistance program; and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- A.E To perform HUD required Community Service work unless determined as exempt by the Agency.

XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants

Agency Responsibilities:

- A. The Agency shall be responsible for repair of the unit within a reasonable period of time of receiving notice from the Resident, provided, if the damage was caused by the Resident, Resident's household, or guests, the reasonable cost of the repairs shall be charged to the Resident
- B. The Agency shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time. The Agency is not required to offer Resident a replacement unit if Resident caused the hazardous condition.
- C. Resident shall accept any replacement unit offered by the Agency.
- D. In the event the Agency cannot make repairs as described above and alternative accommodations are unavailable, 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 Resident rejects alternative accommodations or if the damage was caused by Resident, Resident's household members, or guests.
- E. If the Agency determines that the premises are untenantable such that there is imminent danger to the life, health, and safety of the Resident, and alternative accommodations are unavailable or refused by the Resident, this Lease shall terminate and any rent paid during this period will be refunded to the Resident.

Resident Responsibilities:

- A. The Resident shall immediately notify the Executive Director or Manager in writing, of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that the Resident believes he/she is justified in abating rent. Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Agency, during the time in which the defect remains uncorrected.
- B. Rent shall be paid monthly into an account naming both the Resident and the Agency as account holders. Passbook must be shown to the Agency by the fifth (5th) of every month to document payment. Deposits may be made freely by the Resident. Withdrawals will require written authorization of both parties.
- C. In the event Resident must be relocated due to hazardous situations. **Resident shall accept any replacement unit offered by the Agency.**

XIII. INSPECTIONS

- A. *Pre-Occupancy Inspection:* The Agency and the Resident or his/her representative will be obligated to inspect the dwelling unit prior to occupancy by the Resident. The Agency will give the Resident a written statement of the condition of the premises, interior and exterior as applicable, and any equipment provided with the unit. The statement shall be signed by the Agency and Resident and a copy of the statement retained in the Resident's folder. Any deficiencies noted on the inspection report will be corrected by the Agency, at no charge to

the Resident.

- B. *Pre-Termination Inspection:* The Agency will inspect the unit at the time Resident vacates the unit. Resident and/or his representative may join in such inspection, unless the Resident vacates without notice to the Agency. If there are any charges for which the Resident is responsible, the Agency will give the Resident a written statement of such charges after the work is completed in the unit.
- C. *Other Inspections:* The Resident shall comply with other inspections deemed necessary by the Agency (for example, Annual Inspections, Special Inspections, etc.). These inspections are detailed in the Agency's Admissions & Occupancy Policy.

XIV. ENTRY OF PREMISES DURING TENANCY

A. Resident Responsibilities

1. Resident agrees that any duly authorized agent, employee, or representative of the Agency will be permitted to enter Resident's dwelling unit during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, or showing the unit for releasing, upon notice as required below.
2. When Resident calls to request maintenance on the unit, the Agency shall attempt to provide such maintenance at a time convenient to the Resident. If Resident is absent from the premises when the Agency comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

B. Agency Responsibilities:

1. The Agency is permitted to enter a dwelling unit during reasonable hours only upon two (2) days advance written notice to the Resident for the purposes specified in A (1) above. Response to requests by Residents for repairs and services would NOT require two days notice.
2. The Agency may enter the Residents' dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that the Resident and all adult members of his or her household are absent from the dwelling unit at the time of entry, the Agency shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XV. NOTICE PROCEDURES

- A. Resident Responsibility: My notice to the Agency must be in writing, delivered to the Development Office or sent by prepaid first-class mail, property addressed to the Agency's central office.
- B. Agency Responsibility: Notice to the Resident must be in writing. At the Agency's discretion the Notice can be: (i) hand delivered to the Resident or to an adult member of the Residents household residing in the dwelling unit (ii) sent by prepaid first-class mail; (iii) posted upon the premises as provided by State Law; or any combination of the three.
- C. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.
- D. Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.

- E. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- F. If Resident is visually impaired, all notices must be in an accessible format it will be the resident's responsibility to notify the Agency of such need.

XVI. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Agency and the Resident

- A. This Lease may be terminated by the Agency 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 the Resident obligations set forth in Section XI above or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

1. The failure to pay rent or other payments when due.
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the close of business on the 5th of the month. Four such late payments in any 12 month period shall constitute repeated late payment.
3. Failure to comply with the housekeeping standards established by the Agency in Section XX of this Lease.
4. Failure to pay gas and/or electric bills which result in shut-off when the Resident is responsible for paying such bills directly to the supplier of utilities.
5. Serious or repeated interference with the rights of staff or other Residents.
6. Misrepresentation of family income, assets, or composition, or failure to report changes in family income, assets, or composition as required by this Lease.
7. Failure to appear at the re-examination interview or failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations.
8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the development site.
9. Any arrest for or conviction of criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Agency's public housing premises by other residents, or any violent or drug related criminal activity, whether on or off Agency property. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use any controlled substance.
10. Evidence that any family member and/or guests have been involved in drug activity.
11. Illegal weapons or drugs seized in an Agency unit by a law enforcement officer.

12. More than one fire on Agency premises caused by carelessness or unattended cooking by any family member and/or guest(s) or any other person under residents' control.
13. Excessive Alcohol use or abuse that the Agency determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
14. Failure to perform required community service unless determined exempt by the Agency.
15. Determination or discovery that a resident is a registered sex offender.
16. Failure to allow inspection of the unit at the time scheduled by the Agency
17. Any assignment or subletting of the premises
18. Non-compliance with Non-Citizen Rule requirements
19. Permitting persons not on the lease to reside in the unit more than three (3) consecutive days without the prior written approval of the Agency
20. Any other good cause.

B. *NOTICE OF LEASE TERMINATION (NOTICE TO QUIT)*: The Agency shall give written notice of termination of the Lease of:

1. Ten (10) days in the case of failure to pay rent
2. A reasonable time commensurate with the seriousness of the situation when the health or safety of other Residents or Agency staff s threatened
3. Thirty (30) days in all other cases.

C. *THE NOTICE OF TERMINATION (NOTICE OF BREACH)*:

When appropriate:

1. The Notice of Termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and of Resident's right to examine Agency documents directly relevant to the termination or eviction.
2. When the Agency is required to offer Resident the opportunity for a grievance hearing, the Notice shall also inform Resident of the right to request such a hearing in accordance with the Agency's Grievance Procedure.
3. Any Notice to Quit 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 Quit must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against him, and he may be required to pay the costs of court and attorney's fees if the Resident loses the case.
4. When the Agency is required to offer Resident the opportunity for a grievance hearing under the Agency's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Quit 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. The Housing Agency has determined that it is not necessary to offer the Resident the opportunity for a hearing under the Grievance Procedure when the Resident is being evicted for criminal activity which threatens other Residents or Agency employees, or any violent or drug-related criminal activity. Under these circumstances, the Notice of Lease Termination shall:

- a) state that Resident is not entitled to a grievance hearing on the-termination;
- b) specify the judicial eviction procedure to be used by the Agency for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
- c) State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for violent or drug-related criminal activity.

6. The Agency may evict the Resident from the unit only by bringing a court action.

D. The Tenant acknowledges by the execution of this lease that, in any eviction proceeding brought under or pursuant to Pennsylvania's Expedited Eviction of Drug Traffickers Act, 1995, Oct. 11, P.L. 1066, No.23 (Spec. Sess. No. 1), § 1, effective in 60 days. Amended 1998, March 24, P.L. 203, No.35, § 1, imd. Effective. (35 P.S. §780 — 151 et seq.), *"it shall not be necessary to provide notice to the tenant to vacate the premises prior to filing the complaint initiating a civil action under this act"* (35 P.S. § 780—165).

Attorney, Court and Eviction Costs — Resident will be charged for court costs including reasonable attorney's fees the court may award whenever the Agency incurs costs and attorney fees in connection with legal proceedings in which the Resident does not prevail in the court action. In the event of an eviction, the Resident gives the Agency permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Resident will be responsible for the actual costs for removing any personal property from the unit, and any other reasonable costs directly associated with the eviction.

E. In deciding to evict for criminal activity, the Agency 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 Agency 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 or any Agency property. The Agency may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. Credible evidence would include certification from a state licensed drug treatment facility the past 30 days

F. When the Agency evicts a Resident from a dwelling unit for criminal activity, including any violent or drug-related criminal activity, the Agency shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the post office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

G. Resident may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XV, above. In the event that the vacate is a result of death, only fifteen (15) days written notice is required from family members.

H. *Lease Termination and the Grievance Process*

1. The Agency shall exclude from the Grievance Procedure any grievance concerning criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Agency or any violent or drug-related criminal activity on or off any of the Agency's premises.
2. The Grievance Procedure is not applicable to disputes between Residents not involving the Agency or to class grievances. The Grievance Procedure is not a forum for initiating or negotiating policy changes between a group or groups of Residents and the Agency's Board of Commissioners. A copy of the Grievance Procedure is provided with this Lease at initial occupancy.
3. If a Resident has requested a Grievance Hearing on a complaint involving a notice of proposed termination of the lease, and the hearing officer or hearing panel upholds the Agency's action to terminate the tenancy, the Agency shall not commence an eviction action until it has complied with state law and served a Notice to Quit on the Resident as described in H below.
4. In no event shall the Notice to Quit be issued prior to the decision of the hearing officer, or the hearing panel decision having been mailed or delivered to the Resident.

I. The Notice to Quit

If the Resident does not request a Grievance Hearing, the Resident is still entitled to a written Notice to Quit as required by the State of Pennsylvania Landlord Tenant Statutes. The Notice to Quit will be delivered/sent to the Resident along with the Notice of Lease Termination required in paragraph XLV B above. The Notice to Quit and the Notice to Vacate shall run concurrently at the discretion of the Agency as evidenced by the date of said documents.

The Notice to Quit will specify that:

1. The Resident has the following number of days to remove him/herself from the premises:
 - a) Ten (10) days in the case of failure to pay rent;
 - b) A reasonable time commensurate with the seriousness of the situation when the health or safety of other Residents or Agency staff is threatened;
 - c) Thirty (30) days in all other cases.
2. If the Resident fails to quit the premises within the period specified in H 1. Above, appropriate legal action will be brought in accordance with the State Landlord Tenant Law; and;
3. The Resident may be required to pay the costs of court and attorney's fees incurred by the Agency in order to bring such action.

Should the Resident fail to vacate in the time specified in the Notice to Quit, the Agency will file a Landlord and Tenant Complaint to regain possession of the unit. If the judgment is entered in favor of the Agency, Resident agrees to pay court costs and reasonable attorney's fees.

- J. In addition to the Agency's rights to terminate a lease and initiate an eviction proceeding as set forth above, the Agency may in its discretion initiate and prosecute an Expedited Eviction Under Pennsylvania's Expedited Eviction of Drug Traffickers Act, 1995, Oct. 11, P.L. 1066, No. 23 (Spec. Sess. No. 1), § 1, effective in 60 days. Amended 1998, March 24, P.L. 203, No.35, § 1, imd. effective. (35 P.S. §780 — 151 et seq.).

XVII. WAIVER

- A. Waiver by the Agency of a breach of this Lease or the, requirements of any section of the Lease or requirements made a part of this Lease by amendment shall not be construed as a waiver of the section or condition itself.

- B. A waiver of Lease requirements, based on the individual circumstances of the Resident family, does not mean that
 - 1. Any subsequent breach of the Lease by the Resident is waived; or
 - 2. That any other covenant, agreement or condition established between the Agency and the Resident, or other Residents, is waived.
- C. If the Resident violates the terms and conditions of this Lease and such violations are not brought immediately to the attention of the Agency, the Agency upon learning of such violations may take the appropriate action provided for in the Lease.
- D. Past Resident violations, which are not acted upon by the Agency, shall not constitute a waiver of subsequent similar violations.

XVIII. CHANGES AND NEW LEASES

THIS LEASE, together with the rules, regulations and policies promulgated and approved by the Agency, inclusions cited herein, Resident's application for admission, Resident's statements of income and of family composition, and notices of future rent adjustments evidence the entire agreement between the Agency and Resident

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Agency reserves the right to change this Lease from time to time, at its option.
- B. The Agency shall provide at least 30 days written notice to the Resident setting forth any proposed changes in the Lease. Resident shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the Agency.

XIX. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Resident or appeals arising under this Lease shall be resolved in accordance with the Agency's Grievance Procedure in effect at the time such dispute or appeal arises. The procedures are posted in all Development Offices and incorporated herein by reference. A copy is provided at initial occupancy.

XX. HOUSEKEEPING STANDARDS

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

- A. **Agency Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. The Agency will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the Agency will notify the Resident in writing if he/she fails to comply with the standards. The Agency will advise the Resident of the correction(s) required to establish compliance. Within seventy-two (72) hours, the Agency will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- B. **Resident Responsibility:** The Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards 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, and free of hazards.
3. Ceilings: should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades, where permitted, should be intact
5. Woodwork: should be clean and free of heavy dust accumulation.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units, duct work and vents: should be dusted, free of debris, and access uncluttered.
8. Trash: shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.
10. The entire unit shall be kept clean and odor free.

Kitchen:

1. Stove: should be clean and free of food and grease.
2. Refrigerator should be clean. Freezer door should close properly and freezer should have no more than one half 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.
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 too
7. Trash/garbage: Small quantities of trash and garbage shall be kept in a covered kitchen wastebasket 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 must be in place, must be of adequate length, and must be inside the tub fixture at all times.
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 flammable materials shall be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Apartment

1. Yards: should be free of debris, trash, and abandoned cars. 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. Storm doors: should be clean.
6. Parking lot should be free of abandoned cars. There shall be no car repairs in the development parking lots, without permission of the Agency.
7. Hallways: should be clean and free of hazards.

8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts, and flammable materials. The utility room is for the exclusive use of the Agency.

(SEE SIGNATURE PAGE FOR PART I OF LEASE)