

PUBLIC HOUSING LEASE - PART ONE

1. PARTIES AND DWELLING UNIT

The parties to this Lease are The Housing Authority of the County of Dauphin, referred to as "Authority", and the occupying family, referred to as the "Resident", whose family members are identified in Part Two of this Lease. The Authority, relying on information from Resident as to members of Resident's household, Resident's employment and household income and other information, hereby leases to the Resident the dwelling unit identified in Part Two of the Lease.

The premises leased are for the **exclusive use and occupancy** of the Resident and the members of the Resident's household who are all identified in Part Two of the Lease.

Any additions to the household members listed above require the advance written approval of the Authority. This includes Live-in Aides and foster children or adults, but excludes natural births. The Authority shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Authority within ten (10) days.

This Lease allows the Resident and Resident's household to use the designated dwelling unit as their primary residence. If the Resident can not or does not use the designated dwelling unit as his/her primary residence, e.g. because of incarceration, the Lease will be terminated.

At time of lease signing, Resident must complete and sign an "Emergency Contact Sheet" designating the name, address, and telephone number of person(s) to be contacted in case of an emergency, the person(s) who will handle their affairs in case Resident should become incapable of taking care of himself or herself, and designating the person(s) responsible for removing belongings in case of death.

2. LEASE TERM

This Lease shall begin on the date specified in Part Two of the Lease. The term shall be one year and shall renew automatically in subsequent years, unless terminated as provided by this Lease. The one year term shall always end at the end of a calendar month.

3. RENTAL PAYMENT AND OTHER CHARGES

A. The initial rent payment is stipulated in Part Two of this Lease.

B. Families may change the rent calculation method at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

C. Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. This rental amount shall remain in effect until adjusted in accordance with the provisions of

this lease. Resident will receive written notification of any change in the rental payment. Cash payments are not acceptable.

- D. If Resident fails to make the rent payment by the fifth day of the month, a Notice of Lease Termination will be issued to the Resident.
- E. Rent may include some or all utilities and the Resident may be responsible for the direct payment of some utilities as indicated in Section 7 of this Lease. Utilities to be paid by Resident and the utility allowance(s) for that utility(s) is stated in Section 4 of Part Two of this Lease.
- F. If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.
- G. In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.
- H. Maintenance Charges - In addition to rent, Resident is responsible for the payment of maintenance work performed in the Resident's unit for repairs or damages beyond normal wear and tear caused by negligence or intention of Resident or Resident's household or guests. Maintenance charges are based on the Authority's Schedule of Maintenance Charges or, for work not listed, on the actual cost to the Authority for the labor and materials needed to complete the work. Such charges will ordinarily be billed on the monthly statement sent to the Resident or, for Residents who have already vacated, on the list of charges against the Security Deposit.
- I. Payment Location - Resident will receive a Monthly Statement of Account by mail at the rental unit along with a postage-paid, addressed return mail envelope for payment by mail using a personal check, third-party check, or a money order. If a personal check is returned for non-sufficient funds, Tenant must make a CASH RESTITUTION within ten (10) calendar days. A check returned for non-sufficient funds shall be considered non-payment of rent and a \$10 returned check fee will be charged. Presentation of a check which is returned for non-sufficient funds or for any other reason is a criminal offense which may result in termination of the Lease and/or appropriate legal action. If a Resident presents a second bad check to the Authority within a twelve month period, the Authority may require all future payments to be in the form of a money order.

4. SECURITY DEPOSIT

- A. The actual amount of the security deposit paid by the Resident is stated in Section 6 of Part Two of this Lease. The Authority will hold this security deposit for the period the Resident occupies the dwelling unit. The Authority shall not use the security deposit for rent or other charges while the Resident is living in the dwelling unit.
- B. The Authority agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue to Resident's security deposit.
- C. Within 30 days after the Resident has permanently moved out of the dwelling unit and the keys to the unit have been returned and the Resident has provided the Authority in writing with a forwarding address, the Authority shall return the

Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

1. Unpaid rent;
2. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
3. Other charges due under the Lease.

D. The Authority shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Authority will meet with the Resident to discuss the charges.

5. OCCUPANCY

The Resident shall use the premises as a **private dwelling only for himself or herself and the persons named in this Lease**, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Authority.

The Resident shall:

- A. Not permit any persons, other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days in any 12 month period without obtaining the prior written approval of the Authority;
 1. Exceptions to this rule will not be authorized by the Authority except for medical or other extenuating family care circumstances granted after formal request and review.
 2. Residents may care for foster children in their household and a live-in-aide may care for a household member provided that such a person(s) conforms to the Authority's occupancy standards and that the Authority has granted PRIOR written approval for the foster children or the live-in-aide to reside in the dwelling unit.
- B. Not sublet or assign the unit, or any part of the unit;
- C. Not engage in or permit any unlawful activities in the unit, in the common areas, or on the property grounds;
- D. Not act or allow household members or guests to act in a manner that will disturb the rights or threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- E. Not permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or Authority employees;
- F. Prohibit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises;
- G. Abide by Management Regulations and any House Rules adopted by the Authority for the benefit of the Residents and the housing development. These Management Regulations and House Rules shall be posted in Authority's offices and are hereby incorporated by reference in this Lease. Violations of such Regulations and Rules shall be considered a violation of this Lease;
- H. Provide the Authority notice, orally or in writing, when the premises is to be vacant for two weeks or more. Such notice

shall not render the Authority responsible for any Resident's personal property left in the unit during said absence. The Authority is not responsible for any personal property of a Resident left in any storage area;

- I. Act in a cooperative manner with neighbors and Authority staff and refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff;
- J. Not keep any firearm, BB gun, pellet gun, sling shot or other offensive weapon in the dwelling unit at any time;
- K. Strictly abide by the Authority's Pet Policy which is hereby incorporated in this Lease by reference.
- L. Not to commit fraud or deliberately provide any false information in connection with any Federal housing assistance program;
- M. Not to receive any other housing or rental assistance under any federal housing program during the term of this lease;
- N. To pay promptly any utility bills for utilities supplied to the dwelling unit leased by the Resident and to avoid the disconnection of utility service for such utilities;
- O. Not to allow Resident's children or visiting children to play in any public hallway, stairway, elevator, or other community area not specifically provided for children;
- P. Not to use any community facility or common area, including, but not limited to community rooms and kitchens, for any organized purpose without prior written consent of the Authority and to abide by rules and regulations prescribed by the Authority for the use of such areas.

With the written permission of the Authority, the Resident can incidentally use the premises for legally permissible income-producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

6. CONDITION OF DWELLING

- A. By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and the Authority, is attached to this Lease.
- B. At the time of move out, the Authority shall complete another inspection of the dwelling unit. When the Resident notifies the Authority of his or her intent to vacate, the Authority shall advise the Resident of their opportunity to participate in the move-out inspection.

7. UTILITIES AND APPLIANCES

- A. Those utilities to be provided by the Authority and those to be provided by the Resident are indicated on Part Two of this Lease. The Authority shall not be liable for the failure to provide any utility service if beyond its control.
- B. The Authority will provide a range and refrigerator as indicated on Part Two of this Lease. Tenants may provide their own refrigerators, if they so choose. Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers, and dryers may be installed and operated if there is space and only with written approval of the Authority. A monthly service charge payable by the Resident may be imposed by the Authority for the electricity used in the operation of such appliances in those developments where electricity is provided by the Authority. Any such charge

shall be shown on the Schedule of Charges posted in Authority offices.

- C. Allowance for Utilities: If a Resident resides in a development where the Authority does not supply electricity, natural gas, heating fuel, or the cooking range or refrigerator, an Allowance for Utilities shall be set for each apartment representing the estimated charge by utility suppliers for the **reasonable** use of utilities for the apartment. The Total Tenant Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will issue a check jointly payable to Resident and the applicable utility supplier(s) each month.
- D. The Authority may change the Utility Allowance at any time during the term of the Lease and shall give the Resident 60 days written notice of the revised Allowances and shall allow the Resident an opportunity to submit written comments during a period expiring not less than 30 days prior to the proposed effective date of the new Allowances.
- E. The Resident shall be responsible for paying his or her actual utility bill to the supplier, whether or not the Resident's actual utility bill exceeds the Allowance for Utilities. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.
- F. Resident agrees not to waste utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- G. Resident also agrees to abide by any local ordinance, Management Regulations and House Rules which restrict or prohibit the use of space heaters in multi-dwelling units.

8. RENT RECERTIFICATIONS

- A. Each year, by the date specified by the Authority, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The Authority shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year in accordance with HUD regulations and requirements and the Authority's Admission and Continued Occupancy Policy. Resident shall be advised in writing of the new rent amount at least thirty (30) days before the new rent is to take effect.
- B. At the time of the annual review, the Authority shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) 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.
- C. Resident agrees to cooperate fully by participating in the reexamination meeting and by providing the Authority at this meeting signed verification forms, accurate information about household income, family composition, age of household members, assets, and related information necessary to determine annual income, adjusted income and rent. Resident will be advised of the time and date of the reexamination meeting. Failure to supply such information when requested is a serious violation of the terms of the Lease and the Authority may terminate the Lease.

- D. Full recertifications will be held only every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.
- E. At the time of the recertification, the Resident may elect to change his or her rent choice option.
- F. In cases where annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Authority will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their costs for child care or medical expenses; or other circumstances have created a hardship on the family such that the formula method would be more financially feasible for the family.
- G. Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures. Determination of income based rent is made in accordance with the Admissions and Continued Occupancy Policy.

9. INTERIM RENT ADJUSTMENTS

- A. Residents **must** promptly report in writing to the Authority any of the following changes in household circumstances within ten (10) days of occurrence between Annual Rent Recertifications:
 - 1. A member has been added to the family through birth, adoption, or court-awarded custody;
 - 2. A household member is leaving or has left the family unit;
 - 3. A person with income, other than a minor or full-time student, joins the household.
- B. In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:
 - 1. A decrease in annual income;
 - 2. Child care expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
 - 3. Handicapped assistance expenses, which enable a family member to work;
 - 4. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
 - 5. Other family changes that impact their adjusted income.
- C. 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.

- D. 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.
- E. The Authority shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.
- F. If a rent reduction is granted through an Interim Reexamination, the Resident must report in writing any later increase in income within ten (10) days of the occurrence until the next scheduled reexamination. Failure to report such an increase in income may result in a retroactive rent change.
- G. If Resident's rent is based on income and it is found that the Resident has misrepresented the facts upon which rent is based, and is paying less rent than should be paid, Authority may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

10. EFFECTIVE DATE OF RENT CHANGE

The Authority shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Authority, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- A. Rent Decreases: The Authority shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances.
- B. Rent Increases: The Authority shall process rent increases so that the Resident is given no less than 30 days advance written notice of the new amount due.
 - 1. In the case of a regular reexamination, rental increases will become effective on the Resident's anniversary date.
 - 2. In the case of an interim reexamination or the inclusion of a new household member with income, the rental increase will become effective on the first day of the second month after the month in which the family receives notice of the new rent amount.
 - 3. In the case of a rent increase because of misrepresentation, the Authority shall apply the rent increase retroactive to the first day of the month following the month in which the misrepresentation occurred and no prior thirty (30) day notice is required.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. RESIDENT OBLIGATION TO REPAY

- A. Residents who pay rent based on income shall reimburse the Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
 - 1. Resident does not submit rent review information by the date specified in the Authority's request; or
 - 2. Resident submits false information at admission or at the annual, special or interim review.
- B. Resident is not required to reimburse the Authority for undercharges caused solely by the Authority's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. MAINTENANCE - RESIDENT'S RESPONSIBILITIES

The Resident Agrees To:

- A. Keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways, for the exclusive use of the tenant, free from snow and ice and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability;
- B. Use, in a safe and reasonable manner, all electrical, gas, sanitary, heating, ventilating, air-conditioning systems and all appliances, fixtures and equipment and only for the purposes for which they are intended;
- C. Not litter the grounds or common areas of the property;
- D. Not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- E. Not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- F. Give the Authority prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities including any unsafe or unsanitary conditions in the dwelling unit or common areas and grounds of the development;
- G. Not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- H. Remove garbage and other waste from the dwelling unit in a clean and safe manner and store in containers approved by the Authority until trash pick-up;
- I. Comply with any established recycling program;
- J. Resident is responsible for the disposal of large items such as mattresses and sofas which are not ordinarily handled by regular waste collection services; and
- K. Pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Authority's itemized statement of the repair charges. The Schedule of Charges is posted in the Authority's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Authority incurred;
- L. Not keep or use any flammable liquid, including but not limited to gasoline or kerosene, in the premises or storage areas, not to use any kerosene heater or similar heater, and not to use any cooking appliance for heating;
- M. Avoid obstructing sidewalks, areaways, passages, elevators, or stairs or other common areas and to avoid using these for purposes other than going in and out of the unit;

- N. Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after receiving written permission of the Authority;
- O. Not use waterbeds or any other water-filled furniture;
- P. Not tamper with, disconnect, or remove any batteries from any smoke or heat detector located in any dwelling unit or public space;
- Q. Not tamper with, damage, or cause a discharge in any manner any sprinkler head in any apartment or common area.

13. MAINTENANCE - AUTHORITY'S RESPONSIBILITIES

The Authority Agrees To:

- A. Maintain the premises and the property in decent, safe and sanitary condition;
- B. Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- C. Make necessary repairs to the premises;
- D. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- E. Maintain, in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority;
- F. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident, except where solid waste is picked up at individual residences, and to contract for the disposal of said residential waste materials where waste removal service is not provided by the municipality;
- G. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by equipment within the exclusive control of the Resident and supplied by a direct utility connection.

14. IF DWELLING RENDERED UNINHABITABLE

If the dwelling unit is rendered uninhabitable, regardless of cause:

- A. The Resident shall immediately notify the Authority.
- B. The Authority shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- C. The Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- D. The Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.
- E. Resident agrees to continue to pay full rent if defective condition can be corrected with Resident living there or, if Resident is moved to another comparable Authority-owned rental unit, while repairs are being made.
- F. If the Authority determines that the dwelling unit is uninhabitable because of danger to Resident, and if Resident refuses alternative accommodations, this Lease shall be terminated.

15. RESTRICTION ON ALTERATIONS

The Resident shall not do any of the following without first obtaining the Authority's written permission:

- A. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- B. Paint or install wallpaper or contact paper in the dwelling unit;
- C. Attach awnings or window guards in the dwelling unit;
- D. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- E. Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;

- F. Install or alter carpeting, resurface floors or alter woodwork;
- G. Install air conditioners in an elderly dwelling unit;
- H. Place any aerials, antennas or other electrical connections on the dwelling unit; I. Install additional or different locks or gates on any doors or windows of the dwelling unit; or
- J. May not paint apartment any color other than white, off white or other color specified by the Authority. Paint may be supplied by the Authority according to the Authority's paint schedule.

16. ACCESS BY AUTHORITY

- A. The Authority shall provide two (2) days written advance notice to the Resident of its intent to have an employee of the Authority enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, improvements, repairs, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Authority, his or her agents, or other persons, when accompanied by the Authority, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.
- B. The Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.
- C. If a Resident requests maintenance work and is not at home when the maintenance person arrives to perform the requested work, the Resident's request shall constitute authorization to enter the apartment unless the Resident specifically indicates that a family member must be home when the work is being done and there is no emergency. Authority shall not have to perform any maintenance work in any unit in which a dog is loose and Resident is not at home.

17. TRANSFERS / SIZE OF DWELLING

- A. The Resident understands that the Authority assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit becomes available, the Resident shall be given a reasonable period of time to move by written notice. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. However, once the lease for the new unit is signed, the Resident will have fourteen (14) days to complete the move to the new unit. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Authority, the Authority may terminate this lease.
- B. If the Authority determines that a Resident must transfer to another unit based on family composition, the Authority shall notify the Resident in writing. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Authority's grievance procedures.
- C. The Authority may require that a Resident move to a different rental unit similar to the unit occupied if improvements or major repairs must be made in the unit Resident occupies and such work cannot be carried out with Resident in place.
- D. If a Resident makes a written request for an accommodation for a documented and verified disability and the Authority determines that the request is a reasonable accommodation, the Authority can either modify the rental unit with the Resident in place or transfer Resident to another rental unit with the required features.
- E. A Resident without disabilities who resides in a rental unit with special features for the disabled (an accessible unit), must transfer to another similar unit without such special features should another Resident or an applicant require such an accessible unit.
- F. In the case of involuntary transfers, Resident shall be required to move into the unit made available by the Authority. Resident shall be given 60 days time in which to move following delivery of a transfer notice. If Resident refuses to move, the Authority may terminate the Lease. Such involuntary transfers are subject to the Grievance Procedure.
- G. The Authority will consider a Resident's request for a transfer in accordance with the procedures and criteria established in the Grievance Procedure.

18. LEASE TERMINATION BY AUTHORITY

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Authority shall not terminate or refuse to renew the Lease other than for violation of material terms of the Lease, such as, **but not limited to**, the following:

- A. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- B. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- C. Furnishing false or misleading information during the application or review process;
- D. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- E. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Authority;
- F. Failure to abide by necessary and reasonable rules made by the Authority for the benefit and well being of the housing development and the Residents;
- G. Failure to abide by applicable building and housing codes materially affecting health or safety;
- H. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- I. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- J. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- K. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- L. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- M. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- N. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted therefrom;
- P. Failure to allow inspection of the dwelling unit;
- Q. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- R. Determination or discovery that a resident is a registered sex offender;
- S. Failure to pay utility bills which has resulted in or may result in the termination of utility service when the Resident is responsible for paying for those utilities;
- T. Failure to abide by the Authority's Pet Policy; and
- U. Any other good cause.

19. NOTICE OF LEASE TERMINATION

- A. If the Authority proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
 - 1. For failure to pay rent, at least fourteen (14) days;
 - 2. For creation or maintenance of a threat to health or safety of other Residents or Authority's employees, a reasonable time based on the urgency of the situation; or
 - 3. For all other cases, thirty (30) days, unless State law permits a shorter period.
- B. The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

- C. The Notice of Lease Termination from the Authority shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the unit, or sent to the Resident by First Class Mail or Certified Mail, properly addressed, postage pre-paid. The notice shall:
1. Specify the date the Lease shall be terminated;
 2. State the grounds for termination with enough detail for the Resident to prepare a defense. The Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
 3. Advise the Resident of the right to reply as he or she may wish, to examine the Authority's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to contest the action in court.
- D. The Authority will not carry out the eviction until the steps available to and requested by the Resident through the Grievance Procedure have been exhausted.

20. LEASE TERMINATION BY RESIDENT

- A. The Resident shall give the Authority **at least a 30 day written notice** before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the required 30 day notice period or to the date the dwelling unit is re-rented, whichever date comes first.

21. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents:

- A. The personal representative of the deceased shall fill out a "Notice of Intent to Vacate" form indicating the date by which the deceased's belongings will be removed from the rental unit and the keys returned to the Authority. A thirty (30) day notice is not required in this case, however, rent will be charged to the estate until the deceased's belongings have been removed and the keys returned to the Authority. Furthermore, the estate is responsible for all amounts owed by the decedent prior to death, and all rent and damages which occur after the date of death including cost of preparing the unit for re-occupancy, normal wear and tear excepted.
- B. By signing this Lease, Resident agrees to maintain Leased Rental Unit in accordance with the Authority's Housekeeping Standards, which are incorporated into this Lease by reference, and abide by all other Lease conditions. If Resident is unable to comply with this Lease because of any physical or mental incapacity, and is unable or unwilling to make arrangements with another individual or agency to keep the unit in an acceptable safe and sanitary condition and assure compliance with other Lease conditions, then other arrangements will have to be made to accommodate the Resident. The Authority will assist the Resident or designated member(s) of the Resident's family in making arrangements to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident's moving from the unit and the removal of Resident's belongings. The Resident or the Resident's agent is still responsible for the payment of all amounts owed to the Authority until the date that the Resident has moved and his/her belongings have been removed from the units and the keys have been returned.

22. PROPERTY ABANDONMENT

- A. When a Resident moves from his/her dwelling unit for whatever reason, the Resident has the responsibility of removing all personal property left on Authority property when the Resident, leaves, abandons or surrenders the dwelling unit. The Authority assumes no responsibility or liability for any personal property or belongings of a resident remaining in or around the premises. The Authority will treat such property as abandoned and will dispose of same seven (7) days after termination of occupancy or determination of abandonment without further notice to Resident. Costs for disposal of property left in or around the premises shall be charged to the Resident.

23. VEHICLES/PARKING

- A. Resident may not park or store on any Authority property any vehicle without a valid registration and inspection sticker or any inoperable vehicle. Resident agrees that only emergency or very minor repairs may be performed on Authority property that will take no more than 24 hours and which will cause no danger, stain or damage to any parking area or driveway. No vehicle which has been placed on any jack or stand may be left unattended.

- B. Resident may park in any designated parking area for his/her development. In no event may residents park in any street where parking is not permitted or in any fire lane. Residents agree to remove their vehicles from the parking lot when necessary to remove snow.
- C. Certain parking spaces have been designated for the exclusive use of persons with disabilities. Persons with disabilities are those with a special license plate issued by the Pennsylvania Department of Transportation or those who have been issued an official parking placard issued by a competent governmental agency to persons with true disabilities. Parking in a “handicapped only” space by a non-disabled person is a lease violation which, if it is frequent or habitual, can be cause for Lease Termination.

24. DELIVERY OF NOTICES

- A. Notice by Authority: Any notice from the Authority shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by first-class mail properly addressed, postage pre-paid. A Lease Termination Notice will be sent by certified mail, return receipt requested, or hand-delivered to the Resident or other adult member of the household.
- B. Notice by Resident: Any notice to the Authority shall be in writing, and either personally delivered or sent to Authority by first-class mail, postage pre-paid and addressed to The Housing Authority of the County of Dauphin, 501 Mohn Street, Steelton, PA 17113.
- C. If the Resident is visually impaired, notices shall be in accessible format.

25. GRIEVANCES

- A. Resident may follow the Authority's Grievance Procedure, hereby included in this Lease by reference, to appeal an Authority action or failure to act which adversely affects the individual Resident's rights, duties, welfare or status in accordance with the individual Resident's lease or Authority regulations.
- B. All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Authority employees, shall be processed under the Grievance Policy. This policy is available for review upon request in the Authority's Office.
- C. Before the Authority shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Authority claims is due, the Resident must first bring his or her rent account current by paying to the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Authority's escrow account until the complaint is resolved by the decision of the hearing officer or panel.
- D. When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has

expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

26. HOUSE RULES AND MANAGEMENT REGULATIONS

The Resident agrees to obey any House Rules and Management Regulations which are reasonably related to the safety, care and cleanliness of the building or development and the safety, comfort and convenience of the Residents. Such rules may be modified by the Authority from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rules or Regulations. Existing House Rules, if any, are posted in the property and are attached to this Lease.

27. HOUSEKEEPING

- A. Resident is required to keep his/her apartment neat and clean. This requirement is necessary in order to maintain the building or development in a safe, healthful, and pest-free condition for the well-being of all residents.
- B. Failure to abide by this Lease provision and the Authority's Housekeeping Standards, which are hereby made a part of this Lease by reference, resulting in a creation or maintenance of a threat to health or safety is a violation of the Lease terms and may result in a Lease Termination.
- C. The Authority will inspect each rental unit at least annually and will give a housekeeping score to each unit according to well defined standards. Any Resident who has substandard housekeeping conditions (receives a score of "D" or "F") will receive a "Notice of Lease Violation" and will be given a reasonable period of time, not exceeding 30 days, to bring his/her unit into compliance with the Housekeeping Standards. Failure by Resident to improve living conditions in that period of time may result in the termination of Resident's Lease.

28. DISCRIMINATION PROHIBITED

The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

29. COMMUNITY SERVICE REQUIREMENTS

- A. In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program, unless they are exempt from this requirement.
- B. Exempt adult family members include the following: Those who are 62 years of age or older; who are blind or disabled; who are primary care-givers for someone who is blind or disabled; who are engaged in work activity; who are exempt from work activity under Part A Title IV of Social Security Act or under any other State welfare program, including the welfare to work program; and who are receiving assistance under a state program funded under Part A Title IV of the Social Security Act or under another State welfare program, including welfare to work and who are in compliance with that program.

PUBLIC HOUSING LEASE - PART TWO

1. PARTIES AND DWELLING UNIT

The parties to this Lease are The Housing Authority of the County of Dauphin, referred to as "Authority", and the occupying family, referred to as the "Resident". The Authority, relying on information from Resident as to members of Resident's household, and Resident's employment and household income, hereby leases to the Resident the dwelling unit identified as follows:

Account Number: _____ Number of Bedrooms: _____

Building or Development _____

Address: _____

City _____ PA _____ Zip _____

The premises leased are for the **exclusive use and occupancy** of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Relationship	Date of Birth	Social Security No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. LEASE TERM

This Lease shall begin on _____ The term shall be one year and shall renew automatically in subsequent years, unless terminated as provided by this Lease.

3. RENTAL PAYMENT AND OTHER CHARGES

A. Resident shall pay a monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____ for the period _____ to _____.

B. This rent is based on the following rental calculation as indicated:
____ On the Authority-determined flat rent for this unit.
____ On the income and other information reported by the Resident.

4. UTILITIES AND APPLIANCES

A Authority-Paid Utilities - If indicated by an "X" below, the Authority provides the indicated utility, service, or appliance as part of the rent:

() Electricity () Natural Gas () Trash Removal () Water and Sewage
() Cooking Range () Refrigerator () Other

B. Resident-Paid Utilities - If indicated by an "X" below, Resident is responsible for paying for the utility or service and will receive the monthly utility allowance indicated as a reduction from the rent payable to the Authority:

UTILITY

MONTHLY ALLOWANCE

() Natural Gas..... \$ _____
 () Electricity..... \$ _____
 () Water..... \$ _____
 () Sewer..... \$ _____
 () Trash Removal..... \$ _____
 () Other..... \$ _____
 TOTAL MONTHLY UTILITY ALLOWANCE \$ _____

5. CHARGES FOR EXCESS APPLIANCES

The following additional charges will be made for the items indicated by an "X" below in accordance with the Authority's Schedule of Charges:

() Air Conditioner(s):An additional charge of \$ _____
 per month for June, July, August, and September
 () Other Appliances: _____ An additional charge of \$ _____.

6. SECURITY DEPOSIT

The Resident has paid the amount of \$ _____ to the Authority as a Security Deposit equal to one month's gross rent or \$ 300.00, whichever is less.

7. ACKNOWLEDGMENT OF RECEIPT OF INFORMATION AND ITEMS

If indicated by an "X" below, the Authority has provided and the Resident hereby acknowledges receipt of the following information and items:

() Part I of this Lease (Lease Booklet) () Pet Policy
 () Grievance Procedure () Housekeeping Standards
 () Schedule of Charges () Tenant Guide
 () No Trespassing Policy () "Watch Out for Lead Paint Poisoning" Brochure
 () Door Keys () Mailbox Key
 () PA Electric Choice Pamphlet () Key Card
 () Parking Permit Card () Emergency Maintenance Number Magnet
 () Recycling Information Sheet () Fire Escape Booklet
 () Harassment Notice () Facilities Use Policy
 () Other _____ () Other _____

8. SIGNATURES:

We, the adult members of the Resident household hereby certify that we have received a copy of Parts One of the Lease and the completed and signed Part Two of the Lease and the Attachments to this Lease indicated above in Section 7, and understand that these Attachments are part of this Lease and furthermore acknowledges that we understand the Lease and Attachments and agree to abide by all conditions of the Lease and all Attachments thereto. (Note: ALL adult members of the household 18 years of age and older MUST sign the Lease.)

We, the adult members of the Resident Household, further hereby certify that we have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before the signing of the Lease. We further certify that all information or documentation submitted by us to the Authority in connection with this Lease is true and complete to the best of our knowledge and belief.

RESIDENT: 1) _____

Date

2) _____

		Date
3)	_____	
		Date
4)	_____	
		Date
5)	_____	
		Date
<u>AUTHORITY:</u>	By: _____	
	Title _____	Date

Your Regional Manager is _____ Telephone _____

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PUBLIC HOUSING LEASE - PART TWO

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Account Number: _____ Number of Bedrooms: _____

Building or Development _____

Address: _____

City _____ Pennsylvania Zip _____

The premises leased are for the **exclusive use and occupancy** of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Relationship	Date of Birth	Social Security No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____

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This Lease shall begin on _____ . The term shall be one year and shall renew automatically in subsequent years, unless terminated as provided by this Lease.

3. RENTAL PAYMENT AND OTHER CHARGES

B. This rent is based on the following rental calculation as indicated:

____ On the Authority-determined flat rent for this unit.

____ On the income and other information reported by the Resident.

4. UTILITIES AND APPLIANCES

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- () Electricity () Natural Gas () Trash Removal () Water and Sewage
- () Cooking Range () Refrigerator

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<u>UTILITY</u>	<u>MONTHLY ALLOWANCE</u>
() Natural Gas.....	\$ _____
() Electricity.....	\$ _____
() Water.....	\$ _____
() Sewer.....	\$ _____
() Trash Removal.....	\$ _____
() Other.....	\$ _____
TOTAL MONTHLY UTILITY ALLOWANCE	\$ _____

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| () Schedule of Charges | () Tenant Guide |
| () Recycling Information Sheet | () "Watch Out for Lead Paint Poisoning" Brochure |
| () Door Keys | () Mailbox Key (If applicable) |
| () PA Electric Choice Pamphlet | () Key Card (If applicable) |
| () Parking Permit Card (If applicable) | () Emergency Maintenance Number Magnet |
| () Harassment Notice | () Fire Escape Booklet |
| () No Trespassing Policy | () Facilities Use Policy |
| () Other _____ | () Other _____ |

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We, the adult members of the Resident Household, further hereby certify that we have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before the signing of the Lease. We further certify that all information or documentation submitted by us to the Authority in connection with this Lease is true and complete to the best of our knowledge and belief..

RESIDENT: 1) _____

Date

2) _____

Date

3) _____

Date

4) _____

Date

5) _____

Date