

**VILLAGE OF CATSKILL HOUSING AUTHORITY - NY32-1
PUBLIC HOUSING LEASE**

REVISED 10/31/2019

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Village of Catskill Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident, _____, the premises located at Unit # _____, Hop-O-Nose Homes, Catskill, NY. 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, only the named persons below are permitted to occupy the dwelling unit with reasonable accommodation of Resident's guests as defined in 24 CFR 5.100.

Name	Date of Birth	Social Security Number
_____	_____	_____
Head of household		
_____	_____	_____
Co-head		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

If the Resident is incapable of complying with this Lease, the Landlord shall contact the following person/s in accordance with the HUD form 92006. **NEED PERSON AND CONTACT INFO**

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall automatically renew (except for non-payment or repeat and/or serious violations of the lease) for successive terms of one (1) year each at the agreed rental, payable in advance on or before the first day of each calendar month. Initial leases can begin on a day other than the first day of the month and the rent for that first month shall be prorated. Despite when the lease began all subsequent yearly automatic renewals shall be on the first day of the month and rent shall be prorated.
3. **AMOUNT OF RENT:** Resident agrees to pay the monthly rental in advance or on the first day of each calendar month, beginning on _____. The agreed upon rental amount of _____.

\$_____ will remain in effect, unless adjusted as a result of a Regular Recertification, an Interim Rental Adjustment or assignment of a vacating rent because of a resident's failure to submit to a reexamination. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____. Non-Payment of rent by Resident shall be sufficient grounds for commencement of eviction proceedings.

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on the income and other information reported by the Resident.

(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-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. However, the flat rent option can only be provided at the time of the resident(s) Annual Recertification.

4. **PENALTIES FOR LATE RENTAL PAYMENTS:** Rent is considered due and payable on or before the first day of each month. Rent **received** after the fifth (5th) business day of the month incurs a late fee. While the late fee is incurred after the fifth (5th) business day of the month, payment does not have to be made until 14 days after the Landlord gives written notice of the charges. Such notice of the late fee incurred shall be subject to Landlord's grievance procedures. **The late fee shall be in the amount of 5% of the rent due which is late or \$50.00 whichever is less.**

A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge, a \$20 returned check fee will be charged and due with the rent.

If a Resident is paying the minimum rent and their circumstances change creating an inability to pay the rent, the Resident may request suspension of the minimum rent because of a recognized hardship.

The Authority Executive Director has final discretion as to rent and charges.

5. **UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:
water, sewage disposal, garbage collection, gas for heating and cooking, and domestic hot water

Electricity for outside areas and functions will be supplied by the Landlord at no cost or expense to the Resident

The Resident agrees to pay for the following utilities:

- a. Electricity for air conditioning, light, refrigeration and small appliances consumed by the Resident's individual apartment will be billed directly to the Resident and be paid directly by the Resident to the utility company of his/her choice, for which the Resident will receive a utility allowance credit toward his/her rent, all as herein before specified.
- b. The Utility Allowance Schedule for Resident Paid Utilities is posted in the Landlord's office. Utility allowance revisions will take place on an annually basis. These revisions are based on changes in annual

consumption and utility rates. Revisions shall become effective at each Resident's next annual reexamination.

A willful failure of the resident pay for said utilities which results in a shut-off of power that poses a threat to the health and/or safety of other members of the household or which may result in damage to the Landlord's Property will be considered a violation of this lease and the resident is responsible to pay for any and all such damages.

6. CHARGES FOR MAINTENANCE & REPAIRS: Resident agrees to pay reasonable charges (other than normal wear and tear) for repair of damages caused by resident, his/her household, invitees or guests. Landlord shall post, conspicuously at the main rental office, a list of such charges for extraordinary maintenance, repairs, labor, and supplies. Such list shall be revised from time to time and the posting updated accordingly.

Charges assessed under this paragraph shall become due and collectable on the first day of the next month after the resident(s) receipt of a notice of such charges. The Landlord's Executive Director may enter into a payment plan with Resident for the repayment of any such charges if the Landlord's Executive Director, in her/his sole discretion, determines such repayment plan is appropriate and in the Landlord's interest.

7. **SECURITY DEPOSIT:** The Resident has paid the amount of \$ _____ to the Landlord as a Security Deposit.

The security deposit shall be the total of the first full month's Rent and said amount will be deposited in an interest bearing account. The interest earned on security deposits may be refunded to the tenant on vacating the dwelling unit or used for tenant services or activities. The security deposit is to be paid prior to Resident taking possession of the unit.

Within 14 days after the Resident has permanently moved out of the dwelling unit, the Landlord 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:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. It is Resident's responsibility to provide a valid address for the return of the security deposit upon vacating.

8. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease. Children born into the household during this tenancy shall be considered named on this lease. Resident shall not permit the premises to be used for any other purpose without written permission of the Landlord.

The Resident **shall not:**

- a. permit any persons other than those named in this lease and children that are born into the household during the tenancy to be in the dwelling unit for more than (1) night per week, or to be present for more than thirty six (36) hours per week, or to be present for fourteen (14) calendar days

cumulatively during any one calendar year without first obtaining the prior written approval of the Landlord. Non-Compliance with this provision is a default under this lease and may result in eviction proceedings against the resident, their household and the visitor(s).

- b. sublet or assign the unit, or any part of the unit;
- c. conduct himself/herself or allow other persons who are on the premises with his or her consent to conduct themselves in a manner that will disturb the peaceful enjoyment of the neighbors or other residents of their own accommodations or which is not conducive to maintaining the entirety of Landlord's premises in a decent, safe and sanitary condition.
- d. Engage in, or to permit his or her household and guests to engage in unlawful or disorderly conduct or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and the Landlord's facilities;
- e. Engage in any illegal or other activity on or near Landlord's premises which impairs the physical or social environment of the entirety of Landlord's premises including, but not limited to, violent criminal activity, drug related criminal activity, the possession, use or sale of illegal drugs, the use or sale of alcoholic beverages on the premises or in the common areas or to allow or to fail to prevent any person or guest in the premises from engaging or participating in any of the foregoing. Further, alcohol abuse or abuse of prescription drugs is grounds for termination of tenancy if Landlord determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Violations of any provision of this subparagraph shall constitute a serious violation of the material terms of this lease. Landlord has a "Zero Tolerance" policy with respect to violations of the lease terms regarding criminal activity, even in the absence of conviction or arrest.

Such criminal activity shall be cause for eviction.

Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in Section 102 of the Controlled Substance Act.

- f. Remove, disable, alter unit smoke detectors. Such action will be a violation of this lease and grounds for termination.
- g. Conduct any business activities on the Landlord's premises without the express written permission of the Landlord.
- h. Be absent from the unit for more than thirty (30) calendar days without receiving the written consent of the Landlord.

9. **CONDITION OF DWELLING:** 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 must be signed by both the Resident and Landlord's Representative at the time of inspection.

At the time of moving out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

10. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding all income, assets, and expenses, and shall confirm all persons to be residing in the premises under this lease. The Landlord 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. At the time of the annual review, the landlord 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.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment, the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord 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 landlord's grievance procedures.

11. **INTERIM RENT ADJUSTMENTS:** Residents must within ten (10) calendar days of their occurrence report to the Landlord any of the following changes when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit; and
- c. All increases in income.

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

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

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

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

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

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

12. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the following month, as long as Resident has reported such change at least Ten (10) calendar days before the end of the month otherwise the change will be effected the second following month.
 - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due, unless the rent increase results from non-reporting or a finding of intentional misrepresentation, in which cases such increase shall become effective retroactive to the date of such change.

Once a 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.

13. **TRANSFERS & SIZE OF DWELLING:** The Resident understands that the Landlord 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 under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident.

14. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord 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:
- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
 - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

MAINTENANCE: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;
- b. use all appliances, fixtures and equipment in a safe manner 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 Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- 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 regular, timely, clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, contents and fixtures, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so by the first day of the next month after the receipt of the Landlord's itemized statement of the repair charges. The Sales and Service Charge Schedule is posted conspicuously at the main rental office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred. The Landlord's Executive Director may enter into a payment plan with Resident for the repayment of any such charges if the Landlord's Executive Director, in her/his sole discretion, determines such repayment plan is appropriate and in the Landlord's interest.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe 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, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- g. supply running water(dependant on Village supply) and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage).

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

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord 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. The Landlord's Executive Director may enter into a payment plan with Resident for the repayment of any such charges if the Landlord's Executive Director, in her/his sole discretion, determines such repayment plan is appropriate and in the Landlord's interest.

- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord 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.

16. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint, 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, fences on the building(s), the common areas, or 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;
- i. place any aerials, antennas or other electrical devices or connections on the exterior of the dwelling unit. All satellite TV dish hook-ups are to be performed by the Landlord's authorized installer and through our central system. All unauthorized dishes will be removed;
- j. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- k. operate a business in or from the dwelling unit.
- l. install washing machines or clothes dryers.

17. **ENTRY OF PREMISES DURING TENANCY:** The Landlord shall be permitted to enter a unit, during reasonable hours, for the purpose of performing routine inspections, preventive maintenance, extermination or to show the dwelling unit for re- renting. The Resident will be provided a two (2) day written advance notice to the Landlords intent to enter the dwelling unit.

The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, 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 Landlord shall leave a note stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

When the resident requests a work order to be completed, this will be preauthorization for the Landlord, or his or her agents to enter the unit to perform the requested work.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

18. **MOVE-IN INSPECTION & MOVE-OUT INSPECTION:** (a) Move-In Inspection- Tenant and Landlord shall conduct a Move-In inspection within 72 hours prior to taking possession of the unit. Immediately after the Move-In inspection Resident and Landlord will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the Resident and the original will be placed in the Landlord's file for the unit.

(b) Landlord Move-Out Inspection- Landlord will conduct a move-out inspection after the resident has vacated the unit to assess the conditions and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit

(c) Tenant Move-Out Inspection- Tenant may request a move-out inspection 1-2 weeks prior to moving out for issues/defects to be identified so tenant may have an opportunity to correct/cure the issues/defects noted before moving out.

19. **LEASE TERMINATION BY LANDLORD:** 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 Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated 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, repairs, expenses, charges or late fees), or repeated chronic late payment of rent;
- 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 Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord 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 regular, timely, safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment 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, employees of Landlord, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any Resident, member of the Resident's household or guest, and any such activity engaged in on the premises by any other person under the resident's control or present as Resident's guest or invitee;
- n. alcohol or prescription drug abuse that the Landlord 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 reside in their public housing unit;
- r. determination or discovery that a resident or member of the household is or has become a registered sex offender;
- s. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;

- t. determination that a household member is illegally using a drug or when the Landlord determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- u. if a resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony;
- v. failure to abide by the provisions of the pet policy; or
- w. any other good cause.

20. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
- a. Fourteen (14) days in the case of non-payment of rent;
 - b. Notice of Terminations will be effective immediately, in the case of illegal drug activity, or a threat to the health or safety of other Resident(s) or Landlord's agents or employees.
 - c. For all other cases, thirty (30) days, unless State law permits a shorter period.

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.

The Notice of Lease Termination from the Landlord shall be 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. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

21. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days 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 notice period or to the date the dwelling unit is re-rented, whichever date comes first. The unit must be left in good clean condition and keys must be returned.

22. **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, the Landlord will terminate the lease effective immediately. The Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted. The estate will be given ten (10) business day during normal business hours upon the death to collect all remaining contents of the said apartment on this lease.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident

to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

23. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property for 30 days after which time the property may be disposed of by Landlord in the landlord's sole discretion, without recourse or any liability to the Resident. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 30 days after the Landlord receives actual notice of abandonment or 30 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

24. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord 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 Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Catskill Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

25. **GRIEVANCES:** All disputes shall be resolved in accordance with the Landlord's Grievance Procedures (except as provided in 24 CFR §966.51(a)(2)). The Grievance Hearing Officer shall be an impartial person appointed by the Village of Catskill Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

26. **LEGAL FEES CHARGEABLE TO RESIDENT:** Resident agrees to reimburse the Landlord reasonable legal fees, costs and disbursements including but not limited to, attorney's fees, court fees, and the cost of services of any notices in regards to any action to enforce any terms of the lease or for the recovery of the said premises.

27. **ADA AND 504 REGULATIONS:** Landlord shall provide reasonable accommodations (those that will not unduly burden or create a financial hardship to Landlord) to a Resident with a handicapped or disables status. Any modifications to the Lease resulting from complying with this language shall be incorporated into a lease addendum, or rider.

28. **CRIMINAL ACTIVITY:** It is the resident's responsibility to control activities of household members, invitees, and guests. Therefore, the resident, any household member, invitee, or guest shall not engage in

crime-related activity, on or off the public housing premises, while the resident resides in public housing, and such criminal activity shall be cause for termination of tenancy.

29 VIOLENCE AGAINST WOMEN ACT PROTECTIONS: The Violence Against Women Act provides the following protections to public housing residents.

- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
- c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- d. Nothing in this section shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member provided that the Landlord does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.

30. **HOUSE RULES:** The Resident agrees to obey any of Landlord's "House Rules", which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of all of the Residents at Landlord's premises. Such rules may be modified by the Landlord 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 "House Rules". Existing House Rules, are posted in Landlord's Office at the property and are attached to this Lease. The "House Rules" are hereby incorporated into this lease by reference.

31. **DISCRIMINATION PROHIBITED:** The Landlord 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.

32. **OTHER CONDITIONS:**

When residents must perform Community Service Activities or Self-Efficiency Work Activities:

- a. Service requirements. Except for any family member who is an exempt individual, each adult resident of public housing must:
 - i. Contribute 8 hours per month of community service (not including political activity); or
 - ii. Participate in an economic self-efficiency program for 8 hours per month; or
 - iii. Perform 8 hours per month of combined activities as described in paragraph (a)(i) and (a)(ii) of this section.

- b. Family violation of service requirement. While this lease specifies that it shall be renewed automatically, such automatic renewal is voided if the Resident fails to meet the service requirement. Failure to meet the service requirement may be, as stated, grounds for non-renewal of the lease at the end of the twelve month term, however failure to meet the service requirement may not be the basis for termination of tenancy during the course of the twelve month lease term.

33. **MODIFICATION:**

Any modification of this lease must be accomplished by a written rider to the lease executed by both parties, except for Redetermination of rent and family composition and permitted posting of policies, rules and regulations.

Signatures: RESIDENT:

1. _____
date

2. _____
date

3. _____
date

4. _____
date

CATSKILL HOUSING AUTHORITY

By: _____
Title: Executive Director/Secretary

date

Witness: _____

date