

JAMESTOWN HOUSING AUTHORITY
RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

THIS LEASE IS IN TWO PARTS:

PART I – Terms and Conditions

PART II – Lease Contract

PART I

THIS LEASE AGREEMENT (called the "Lease") is between the Jamestown Housing Authority, (called "JHA") and Tenant _____ named in Part II of this lease (called "Tenant").

I. Description of the Parties and Premises:

- (a) JHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. ¹
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The JHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the JHA's policy on such activities. ²
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions,** and court awarded custody require the advance written approval of JHA. Such approval will be granted only if the new family members pass JHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. ³
Tenant agrees to wait for JHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which JHA may terminate the lease in accordance with Section XVI.⁴
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the JHA in writing, within 10 days of the occurrence. ⁵

¹ 24 CFR 966.4 (a)

² 24 CFR 966.4 (d)(1 & 2)

³ 24 CFR 966.4 (a)(2) & (d)(3)(i)

⁴ 24 CFR 966.4 (f)(3)

⁵ 24 CFR 966.4 (c)(1) & (2) & (f)(3)

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year.⁶ The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the JHA in accordance with Section VII herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the JHA in compliance with HUD regulations and requirements and in accordance with JHA's Admissions and Occupancy Policy.⁷

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.⁸

When JHA makes any change in the amount of Total Tenant Payment or Tenant Rent, JHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by JHA. If Tenant asks for an explanation, JHA shall respond in a reasonable time.⁹

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:¹⁰

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When JHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by JHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to JHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges --At developments where utilities are provided by JHA, a charge shall be assessed for excess utility consumption due to the operation of

⁶ 24 CFR 966.4 (a)(1)

⁷ 24 CFR 966.4 (c)

⁸ 24 CFR 966.4 (e)(1) & (3)

⁹ 24 CFR 966.4 (c)(4)

¹⁰ 24 CFR 966.4 (b)(2)

major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.¹¹

- (c) Installation charges for tenant-supplied air conditioners.
- (d) Late Charges -- A charge of \$1.00 per day late for rent or other charges paid after the seventh calendar day of the month.¹² JHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives JHA's written notice of the charge.¹³

IV. **Payment Location:** Rent and other charges can be paid at the JHA Main Office located at 110 W. 3rd Street, Jamestown, NY or at other locations specified in Part II of this Residential Lease. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cash, cashier's check, money order, or credit/debit card.

V. **Security Deposit:**

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to the greater of \$ _____ or one month's Total Tenant Payment. The dollar amount of the security deposit is noted on Part II of this Residential Lease.¹⁴
- (b) JHA's Responsibilities: JHA will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and JHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. JHA agrees to return the Security Deposit, if any, to Tenant when they vacate, less any deductions for any costs indicated above, so long as Tenant furnishes JHA with a forwarding address. If any deductions are made, JHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

¹¹ 24 CFR 966.4 (b)(2)

¹² 24 CFR 966.4 (b)(3)

¹³ 24 CFR 966.4 (b)(4)

¹⁴ 24 CFR 966.4 (b)(5)

VI. Utilities and Appliances :

- (a) **JHA Supplied Utilities:** If indicated by an (X) on Part II, JHA will supply the indicated utility: electricity, heating, water, sewer service, trash collection. JHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, JHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., will not be installed and operated without the written approval of JHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the JHA office.¹⁵

- (b) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by JHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.¹⁶

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of JHA, members of the household may engage in legal profit-making activities in the dwelling unit.¹⁷

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.¹⁸

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and JHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; JHA may assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, JHA will work

¹⁵ 24 CFR 966.4 (b)(2)

¹⁶ 24 CFR 966.4 (f)(8)

¹⁷ 24 CFR 966.4 (d) (1) & (2)

¹⁸ 24 CFR 966.4 (d)(1)

with appropriate agencies to attempt to secure suitable housing and will terminate the Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

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

- (1) The status of each family is to be re-examined at least once a year. Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.¹⁹
- (2) Tenant promises to supply JHA, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent.²⁰

Failure to supply such information when requested is a serious violation of the terms of the lease and JHA may terminate the lease.

All information must be verified. Tenant agrees to comply with JHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.²¹

JHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by JHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the JHA Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.

¹⁹ 24 CFR 960.209

²⁰ 24 CFR 966.4 (c)(2)

²¹ 24 CFR 966.4 (c)(2)

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

- (b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. JHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (c) Rent formulas or procedures are changed by Federal law or regulation.
 - (4) All changes in family composition must be reported to the JHA within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.²²
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.
 - 1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 - 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - 3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), JHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) Transfers ²³
 - 1. Tenant agrees that if JHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, JHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 - 2. JHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - 3. If a Tenant makes a written request for special unit features in support of a documented disability, JHA shall modify Tenant's existing unit. If the cost

²² 24 CFR 966.4 (c) (2)

²³ 24 CFR 966.4 (c)(3)

and extent of the modifications needed are tantamount to those required for a fully accessible unit, JHA may transfer Tenant to another unit with the features requested at when they become available, at JHA's expense.

4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by JHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, JHA may terminate the Lease.²⁴
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.²⁵
7. JHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. JHA Obligations: JHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with JHA;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

²⁴ 24 CFR 966.4 (c)(3)

²⁵ 24 CFR 966.4 (c)(4)

- (h) To notify Tenant of the specific grounds for any proposed adverse action by JHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When JHA is required to afford Tenant the opportunity for a hearing under the JHA grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 24 CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed lease termination, JHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.²⁶

IX. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.²⁷
 - 1. Not to give accommodation to boarders or lodgers
 - 2. Not to give accommodation to long-term guests (in excess of 14 days) without the advance written consent of the JHA.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to JHA's Occupancy standards, and so long as JHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.²⁸
- (c) To abide by necessary and reasonable regulations promulgated by JHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the JHA office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (d) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (e) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping entrances walkways free from hazards, trash, debris and litter.

²⁶ 24 CFR 966.4 (e)(8)

²⁷ 24 CFR A. POLICY:

²⁸ 23 CFR 966.4 (d)(3)(i)

- (f) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by JHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (g) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (h) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.²⁹
- (i) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.³⁰
- (j) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining all JHA projects in a decent, safe, and sanitary condition.³¹
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of JHA's public housing premises by other residents or employees of JHA, or;
 2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)³²
- (m) To give prompt prior notice to JHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (n) To act in a cooperative manner with neighbors and JHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and JHA staff.
- (o) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of New York anywhere on the property of JHA.

²⁹ 24 CFR 966.4 (f)(9)

³⁰ 24 CFR 966.4(f)(10)

³¹ 24 CFR 966.4 (f)(11)

³² 24 CFR 966.4 (f)(12)

- (p) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (q) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (r) To refrain from erecting or hanging satellite dishes, radio or television antennas, or similar devices on or from any part of the dwelling unit.
- (s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of JHA.
- (t) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the JHA's pet policy, unless a verified disability warrants the possession of a service animal, and it is approved by the JHA.
- (u) To remove from JHA property any vehicles without valid registration and/or inspection stickers.
- (v) Not to place nails, bolts, or screws in the walls, floors, doors, or trim of the apartment without prior consent of the JHA. All electrical wiring shall be installed, repaired, and/or supervised by JHA staff members or their contractors.
- (w) To refrain from parking any vehicles in any parking area, right-of-way or firelane designated and marked by JHA. Any inoperable or unlicensed vehicle as described above will be removed from JHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (x) To remove any personal property left on JHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by JHA. Costs for storage and disposal shall be assessed against the former tenant.
- (y) To use reasonable care to keep their dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors.
- (z) Nothing shall be thrown from the windows or swept or thrown from the doors or porches of the dwelling.
- (aa) Tenant shall conduct themselves and cause other persons who are on the premises with their consent, to conduct themselves in a manner which will not disturb a neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition. Tenants shall respect the rights and privileges of other Tenants, and shall not threaten, intimidate, or harass another resident or their guest(s).
- (bb) Tenant will prevent baby carriages, skateboards, bicycles, mobility devices, or similar articles will be allowed to stand in the public halls/lobbies.

(cc) Sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed, nor be used for any purpose other than ingress to or egress from dwellings.

(dd) Tenant will comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(ee) **Tenants and/or their guests are prohibited from smoking tobacco products (cigarettes, cigars, pipe tobacco) or marijuana inside HUD owned JHA buildings.** This includes all common areas as well as individual dwelling units. Smoking is also prohibited within 25 feet of HUD owned JHA buildings.

1. Any Tenant including the members of their household, guest, or visitors, will be considered in violation of the Lease if found smoking in any HUD-owned JHA facility or apartment, or anywhere on the JHA property that has not been designated as a smoking area.

2. Two (2) total smoking violations will be considered as a violation of the material terms of the lease and **will be cause for eviction.**

First violation – Letter of Warning – Cigarette Smoke Detector may be installed in the offending Tenants apartment.

Second violation – Letter of violation, \$100.00 assessment and EVICTION.

1. Not to commit any fraud in connection with any Federal housing assistance program, and;

2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(ff) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the JHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

JHA Responsibilities:

(a) JHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant

(b) JHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. JHA is not required to offer Tenant a

replacement unit if Tenant, household members, or guests caused the hazardous condition. Tenant shall accept any replacement unit offered by JHA.

- (d) In the event JHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If JHA determines that the dwelling unit is untenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by JHA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections:

- (a) Move-in Inspection: JHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. JHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by JHA and Tenant and a copy of the statement retained in Tenant's folder. JHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- JHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to JHA.

XII. Entry of Premises During Tenancy:

- (a) Tenant Responsibilities--
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of JHA will be permitted to enter Tenant's dwelling during reasonable hours (8 A.M. to 5 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.³³
 - 2. When Tenant calls to request maintenance on the unit, JHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent

³³ 24 CFR 966.4 (j)(1)

from the dwelling unit when JHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) JHA's Responsibilities--

1. JHA shall give Tenant at least 48 hours written notice that JHA intends to enter the unit. JHA may enter only at reasonable times.
2. JHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.³⁴
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, JHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures:

- (a) Tenant Responsibility-- Any notice to JHA must be in writing, delivered to the JHA's office, or sent by prepaid first-class mail, properly addressed.
- (b) JHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by JHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

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

1. The failure to pay rent or other payments when due;³⁵
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
3. Misrepresentation of family income, assets, or composition;³⁶
4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations.³⁷

³⁴ 24 CFR 966.4 (j)(2)

³⁵ 24 CFR 966.4 (l)(2)

³⁶ 24 CFR 966.4 (c)(2)

³⁷ 24 CFR 966.4 (c)(2)

5. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
6. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of JHA's public housing premises by other residents, or any drug-related criminal activity.³⁸
7. Offensive weapons or illegal drugs seized in a JHA unit by a law enforcement officer;
8. Any fire on JHA premises caused by carelessness or unattended cooking.

(b) JHA shall give written notice of the proposed termination of the Lease:

1. 14 days in the case of failure to pay rent;
2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or JHA staff is threatened; 30 days in any other case.³⁹

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as they may wish, and Tenant's right to examine JHA documents directly relevant to the termination or eviction.⁴⁰
2. When JHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with JHA's grievance procedures.⁴¹
3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
4. When JHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under JHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
5. When JHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and JHA has decided to exclude such

³⁸ 24 CFR 966.4 (l)(2)

³⁹ 24 CFR 966.4 (l)(3)(i)(A), (B) & (C)] (c)

⁴⁰ 24 CFR 966.4(l)(3)(ii)

⁴¹ 24 CFR 966.4 (l)(3)(ii)

grievance for JHA grievance procedure, the notice of lease termination shall:

- (a) state that Tenant is not entitled to a grievance hearing on the termination;
 - (b) specify the judicial eviction procedure to be used by JHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and;
 - (c) state whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity.⁴²
6. JHA may evict Tenant from the unit only by bringing a court action.
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
 - (e) In deciding to evict for criminal activity, JHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, JHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. JHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.⁴³
 - (f) When JHA evicts a Tenant from a dwelling unit for criminal activity JHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.⁴⁴

xv. **Waiver:** No delay or failure by JHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

⁴² 24 CFR 966.4 (l)(3)(v)

⁴³ 24 CFR 966.4 (l)(5)

⁴⁴ 24 CFR 966.4 (l)(5)(ii)

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

- (a) JHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. JHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection JHA will notify Tenant in writing if he/she fails to comply with the standards. JHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, JHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

(c) Housekeeping Standards: Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly, promptly, and never left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

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

Storage Areas--

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

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

PART II:

Jamestown Housing Authority

PART II: RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Jamestown Housing Authority (herein called "JHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____.

(1) Unit: That the JHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at: _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is:_____.

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

| Name | Relationship | Age & Birthdate | Social Security # |
|------|--------------|-----------------|-------------------|
| 1. | Head | ___ / / | ___-___-___ |
| 2 | | ___ / / | ___-___-___ |
| 3 | | ___ / / | ___-___-___ |

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$ ____.

Thereafter, rent in the amount of \$____. per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. This rent is based on the income and other information reported by the Resident.

(5) Utilities and Appliances: JHA-Supplied Utilities If indicated by an (X) below, JHA provides the indicated utility as part of the rent for the premises:

Electricity Heating Water Sewer Other:_____

If indicated by an (X) below, JHA shall provide the following appliances for the premises:

Cooking Range Refrigerator

(6) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$10 per month will be payable for each air conditioner in the premises **for**. The months of June, July and August of each year.

Other Appliances: If checked below an additional charge of \$_____ per month for each month of occupancy for each excess appliance on the premises.

Extra Freezer Extra Refrigerator Clothing washer Clothing dryer Electric space Heater

(7) **Security Deposit**: Tenant agrees to pay _____ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(8) **Lead Safety**: The JHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(9) **Execution**: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____

DATE _____

CO-TENANT _____

DATE _____

JHA _____
(Jamestown Housing Authority)

DATE _____

WITNESS _____

DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to JHA before execution of the lease, or before JHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to JHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, JHA has provided the tenant with the following attachments and information:

- Part I of this Lease
- Pet Policy
- Standard Maintenance Charges (May be updated)
- Lead Hazard Information Pamphlet
- Lead Disclosure Addendum
- Grievance Procedure (May be updated)
- Housekeeping Standards
- Other: _____