

**THE HOUSING AUTHORITY OF THE CITY OF ERIE  
CURRY/SHELL APARTMENTS  
DWELLING LEASE**

This Lease, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE HOUSING AUTHORITY OF THE CITY OF ERIE (hereinafter called the "Landlord") and \_\_\_\_\_ (hereinafter called the "Tenant").

**WITNESSETH**

**1. APARTMENT LEASE TERM AND RENTAL AMOUNT**

That the Landlord relying on the representations of the Tenant as to Tenant's household composition, aggregate family income, and source of said aggregate income as well as upon other representations of the Tenant, does hereby let to the Tenant and the Tenant hereby hires and takes the premises, being Unit Number \_\_\_\_\_ in the Curry/Schell Apartment Building, the postal address of which is 3909 Schaper Avenue, Erie, Pennsylvania 16508, upon the condition hereinafter provided, to be occupied exclusively as a private residence by the Tenant and the Tenant's family, the names and information relating to persons consisting of the family being attached hereto and made a part of this Lease, for the term of one (1) month beginning on the first day of \_\_\_\_\_, and ending at midnight on the last day of said month for the rental or sum of \_\_\_\_\_, to be paid the first day of every month in advance without set-off or deduction at any of the Landlord's bank depositories. A full month's rent shall be paid in advance at the time the Lease is signed. The rent due under this agreement may be increased if the Landlord's cost of operating increases.

**2. SECURITY DEPOSIT**

- (a) The Tenant agrees to pay the sum of \$ \_\_\_\_\_ as security deposit to be used by the management at the termination of this Lease toward reimbursement of the cost of repairing any damages, excepting normal wear and tear to the dwelling unit caused by the Tenant, the Tenant's family, or guests, and any rent or other charges owed by the Tenant. The security deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit.
- (b) **Return of Security Deposit:** The Tenant shall, after proper notice of vacation, give the Landlord in writing a mailing address, which may be used by the Landlord for the purpose of giving all requisite notices under this Lease. The Landlord shall, within 30 days of the date of the termination of this Lease, or on the Tenant's request immediately prior to termination, inspect the premises and itemize all damages, if any, excepting normal wear and tear, which occurred during tenancy. Together with this list, the Landlord will remit the difference between the total amount of the damages alleged and the total amount of the security deposit, or the Landlord will bill the Tenant for damages in excess of the security deposit. The Landlord will pay interest on the security deposit at a rate of 1% per annum.

**3. INADEQUATE MONTHLY RENTAL PAYMENT**

In the event any monthly rental payment shall be less than the rental and other costs due the Landlord, then such payment shall be applied first toward the Tenant's costs of charges and the balance, if any, toward the monthly rental due. A late charge of Twenty-Five Dollars (\$25.00) per month shall be assessed immediately on all Tenants owing the Landlord a balance after the 10<sup>th</sup> day of any month.

**4. OCCUPANCY BEFORE LEASE COMMENCES**

The Tenant shall have the right to occupy the premises during the period from \_\_\_\_\_ to the commencement of the term as set forth above, subject to the same conditions as are set forth in this Lease. The rent from \_\_\_\_\_ to the commencement of this Lease, if the Tenant wishes to occupy the premises, shall be based upon a pro-rata monthly rental.

**5. AUTOMATIC RENEWAL AND AMENDMENT OF LEASE**

The Lease shall be automatically renewed for successive terms of one (1) additional month at the stipulated monthly rental, payable in advance, unless terminated by either party. Amendments or modifications of this Lease shall be in writing and signed by both parties. The Landlord shall give the Tenant 30 days written notice of rent increase.

**6. EXCLUSIVE OCCUPANCY OF THE DWELLING UNIT**

The Tenant agrees not to assign this Lease, nor to sublet or transfer possession of the premises, nor to give accommodations to boarders or lodgers without the written consent of the Landlord. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private unit solely for the Tenant and the Tenant's family, as noted in this Lease. The Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated by the Landlord for the benefit and well-being of the building and the Tenants.

**7. UTILITIES**

The Tenant agrees to pay all cost for electric, telephone and cable TV directly to the suppliers providing them, and these services are not a part of this Lease Agreement. Landlord agrees to pay all cost of gas service to the premises.

**8. DAMAGE AND REPAIR**

(a) The Tenant shall use reasonable care to keep the dwelling unit in such condition as to prevent health or sanitation problems from arising. The Tenant shall notify the Landlord promptly of known need for repairs to the Tenant's dwelling unit, and of known unsafe conditions in the common areas and grounds of the building which may lead to damage or injury. Except for normal wear and tear, the Tenant agrees that if any damage to the property shall be caused by the act or neglect of the Tenant's family, dependents, or guests, the Tenant shall forthwith repair such damage at the Tenant's own expense, and should the Tenant fail or refuse to make such repairs within a reasonable time, not to exceed ten (10) days, after the occurrence of such damage, the Landlord may, at his option, make such repairs and charge the cost thereof to the Tenant, and the Tenant shall thereupon reimburse the Landlord for the total cost of damages so caused. Such charges shall become due and collectible on the first day of the second month following the month in which the charge is made.

Further, should the Tenant fail to notify the Landlord of any or all damages as they occur, then immediately upon knowledge of any and all damages, the Housing Authority shall cause this Lease to be terminated.

(b) The Landlord shall maintain the buildings and common areas and grounds of the building in a decent, safe, and sanitary condition in conformity with the requirements of the local Housing Code. The Landlord shall make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost, except as otherwise provided in this section. If repairs of defects hazardous to life, health, and safety are not made or temporary alternative accommodations offered to the Tenant within seventy-two (72) hours of the Tenant reporting same to the Landlord, and if it was within the Landlord's ability to correct the defect or obtain the correction thereof, then the Tenant's rent shall abate during the entire period of the existence of such defect while the Tenant is residing in the unrepaired dwelling. Rent shall not abate if the Tenant rejects reasonable alternative temporary accommodations.

- (c) The Landlord shall 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 Housing Authority.

**9. INSPECTIONS**

- (a) When the Tenant moves in, the Landlord shall inspect the dwelling unit and shall give the Tenant a written statement of the condition of the dwelling unit and the equipment in it. The Tenant and/or the Tenant's representative may join in such inspection.
- (b) The Tenant agrees that the duly authorized agent, employee, or representative of the Landlord will be permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours, after 48 hours advance notice in writing to the Tenant of the date, time, and purpose, provided, however, that the Landlord shall have the right to enter the Tenant's dwelling unit without prior notice to the Tenant if the Landlord reasonably believes that an emergency exists which requires entrance. The Landlord must promptly notify the Tenant in writing of the date, time, and purpose of such entry.
- (c) When the Tenant vacates, the Landlord will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or the Tenant's representative may join in such inspection.

**10. LEGAL NOTICES**

Any notice required hereunder will be sufficient if delivered in writing to the Tenant personally, or to an adult member of the Tenant's family residing in the dwelling unit, and by mail (proof of mail requested). Notice to the Landlord must be in writing and either delivered to a Landlord employee at the Landlord Office of the building within which the Tenant resides or the Central Office of the Housing Authority of the City of Erie, or sent to the Landlord, properly addressed by mail (proof of mail request).

**11. TERMINATION OF THE LEASE BY THE LANDLORD AND TENANT**

- (a) **Landlord Termination of the Lease.** This Lease may be terminated by the Landlord for any good cause, including but not limited to non-payment of rent, repeated interference with the rights of other Tenants, repeated damage to the premises, creation of physical hazards to other Tenants, Tenant's failure to fulfill any obligation under this Lease, or for any other violation of this leasehold agreement. Said termination shall be implemented by the giving of 30 days written notice by the Landlord to the Tenant as set forth in Section 10 of this Lease. Said notice of termination to the Tenant shall state reasons for the termination, shall inform the Tenant of said Tenant's right to make such reply as the Tenant may wish, and shall further advise Tenant of his or her right to request a private conference with the manager or a duly authorized representative of the Landlord. The Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to the Landlord after the Tenant vacates. Immediately upon vacating the unit, the Tenant shall advise the manager, in writing, of change of address.
- (b) **Tenant Termination of the Lease.** The Tenant may terminate this Lease or any renewal thereof at any time upon not less than 30 days prior notice in writing to the Landlord. In the event of death or removal of the tenant to a licensed nursing home, prior to giving the required 30-day notice the Landlord will refund up to 15 days of the required 30-day notice period rent if the unit is leased during said 30-day period.

## 12. RULES AND REGULATIONS

- (a) Tenant agrees to comply with the conditions of occupancy hereinafter set forth and to follow all rules and regulations prescribed by the Landlord in the Tenant Handbook concerning the use and care of the premises and of any common or community space in the building, including stairs, halls, walks, drives, laundries, and community rooms. Said Handbook shall be a part of this Lease as Addendum A hereto.
- (b) Tenant agrees not to create nor permit any disturbance or loud unusual noises on the leased premises. Any disturbances or loud noise shall be deemed to constitute a nuisance, and upon failure of the Tenant to discontinue or abate such nuisance upon demand by the Landlord, the same shall be deemed to be good cause for termination of this Lease in accordance with terms set forth herein.
- (c) Tenant agrees to refrain from maintaining, keeping, harboring, or boarding any dog, cat, livestock, or pet of any nature, except canaries, parakeets, and tropical fish.
- (d) Tenant agrees to be responsible for caring for and maintaining the apartment and storage locker assigned to the Tenant for the Tenant's exclusive use.
- (e) Tenant agrees to store all trash and garbage in a proper, safe, and sanitary manner, and in a leak-proof non-absorbent container properly sealed; and to dispose of all trash, garbage and rubbish and other waste from the premises in a sanitary and safe manner.
- (f) Tenant agrees to comply with all obligations imposed upon the Tenants by applicable provisions of building and housing codes, as well as all other applicable codes and laws materially affecting health and safety.
- (g) Tenants agree to conduct themselves and cause other persons who are on the premises with the Tenant's consent, to conduct themselves in a manner which will not disturb the Tenant's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the building in a decent, safe and sanitary condition.
- (h) Tenant agrees to refrain from illegal or other activity, which impairs the physical or social environment of the building.
- (i) Tenant agrees not to alter or make any changes to the interior of the premises without the written consent of the Manager. Such changes to include but not limited to paneling, wall covering, or installation of changes to the electrical, plumbing or heating facilities or systems.
- (j) Tenant agrees it is the obligation of the Tenant to notify the Landlord immediately of any change in the family composition as such change may occur.
- (k) Tenant shall have the right to exclusive use and occupancy of the leased premises and shall include reasonable accommodations of the Tenant's guests or visitors. With the consent of the Housing Authority, other occupants may include live-in care of the Tenant, provided acceptable documentation is provided to the Housing Authority.
- (l) Tenant shall not permit any other person(s) other than those noted on the Lease to occupy Tenant's unit without the written consent of the building Manager.

**13. NAMES OF PERSONS TO BE HOUSED**

Enter below names of persons to be housed

	<u>NAME</u>	<u>BIRTH DATE</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>S.S. NUMBER</u>	<u>SEX</u>
1.						
2.						

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Tenant  
\_\_\_\_\_  
Tenant

By \_\_\_\_\_  
Title \_\_\_\_\_

Housing Authority of the City of Erie  
606 Holland Street  
Erie, PA 16501-1285

ADDENDA:  
A. TENANT HANDBOOK