

**THE HOUSING AUTHORITY OF THE CITY OF ERIE**  
**ERIE HEIGHTS DEVELOPMENT**  
**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 the 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 Erie Heights Development, the postal address of which is \_\_\_\_\_ upon the conditions 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 calendar month beginning on the first day of \_\_\_\_\_, and ending at midnight on the last day of said month for the rental or sum of \_\_\_\_\_ for said term payable promptly in advance.

**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 dependents, and any rent or other charges owed by the Tenant. Payment of the security deposit may be a lump sum but not less than a payment of \$10.00 upon occupancy and \$10.00 per month until the security deposit has been paid. 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, within 15 days 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 RENT 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 or charges, and the balance, if any, toward the monthly rental due.

**4. LATE CHARGE**

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.

**5. 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, except that a full month's rent shall be paid in advance at the time the Lease is signed. 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.

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

The Lease shall be automatically renewed for successive terms of one calendar month each at the stipulated monthly rental payable in advance on the first day of each calendar month, unless terminated by either party. The Landlord may terminate this Lease, or any renewal thereof, upon any day during any such term by giving the Tenant 30 days written notice. The Tenant may terminate this Lease or any renewal thereof, at the end of any such term upon not less than 15 days prior notice in writing to the Landlord, or upon such shorter notice as may be acceptable to the Management. Amendments or modifications of this Lease shall be in writing and signed by both parties.

**7. 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 dwelling unit solely for the Tenant and the Tenant's family and/or dependents, 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 Housing Development and the Tenants.

**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 Development 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 Development in a decent, safe, and sanitary condition in conformity with the requirements of local Housing Codes and applicable Regulations or Guidelines of the Department of Housing and Urban Development. The Landlord shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness

at its own cost and expense, 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 Development 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 requested.

## **11. TERMINATION OF THE LEASE**

- (a) This Lease may be terminated by the Tenant at any time by giving 15 days written notice in the manner specified in Section 10.
- (b) 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 when the Tenant vacates.
- (c) This Lease may be terminated for a good cause by the Landlord at any time by the giving of written notice as set forth in Section 6 and Section 10 of this Lease.
- (d) Notice by either party to this Lease may be given on any day of the month.
- (e) Such notice may only be given for a good cause, such as but not limited to nonpayment of rent, serious or repeated interference with the rights of other Tenants, serious or repeated damage to the premises; creation of substantial physical hazards; or, the Tenant's failure to fulfill the Tenant's obligation as set forth in Section 8.

- (f) The notice of termination to the Tenant shall state reasons for the termination, shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish, of the Tenant's right to request a private conference with the Manager or duly authorized representative of the Landlord or Manager.
- (g) Immediately upon vacating the unit, the Tenant shall advise the Manager, in writing, of change of address.

**12. RULES AND REGULATIONS**

- (a) To comply with the conditions of occupancy hereinafter set forth and to follow all rules and regulations prescribed by the Management concerning the use and care of the premises and of any common or community space in the Development, including stairs, halls, walks, drives, playgrounds, laundries, and community room.
- (b) 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 Management, the same shall be deemed to be good cause for termination of this Lease in accordance with terms set forth herein.
- (c) 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 shall be responsible for caring for and maintaining the premises, exterior property and grounds assigned to the Tenant for the Tenant's exclusive use.
- (e) To store all trash and garbage in a **proper**, safe, and sanitary manner and in leak-proof non-absorbent containers properly sealed, and to keep and store all garbage in containers with tight-fitting lids as prescribed by the Erie County Department of Health.
- (f) To dispose of all trash, garbage, and rubbish and other waste from the premises in a sanitary and safe manner.
- (g) 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.
- (h) 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 Development in a decent, safe and sanitary condition.
- (i) To assure that the Tenant, any member of the household, a guest or another person under the Tenant's control shall not engage in:
  - (1) Any criminal activity that threatens the health, safety or the peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or
  - (2) Any drug-related criminal activity on or off such premises.
  - (3) Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (j) Not to alter or make any changes to either the interior or exterior of the premises without the written consent of the Development Manager. Such changes to include but not limited to paneling, wall covering, installation of changes of electrical, plumbing, or heating facilities or systems.

**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.						
3.						
4.						
5.						
6.						

Please Note:

- (a) It is the obligation of the Tenant to notify the Landlord, immediately, of any change in the family composition, as noted above, as such change may occur. Failure to do so shall constitute a violation of this Lease and may result in its termination.
- (b) The 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 and, with the consent of the Housing Authority, may include care of foster children, as assigned by a legal body or agency, and live-in care of a member of the Tenant’s family, provided acceptable documentation is provided to the Housing Authority.
- (c) No Tenant shall permit any other person(s) other than those noted on Lease or as noted in (b) above to occupy Tenant’s unit without the written consent of the Development Manager. Violation of this article shall cause this Lease to be terminated by the Landlord.

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

\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Tenant

By \_\_\_\_\_

\_\_\_\_\_  
Tenant

Title \_\_\_\_\_

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

ADDENDA: Tenant Handbook  
Utility Agreement

Housing Authority of the City of Erie  
Erie Heights Development  
**Utility Agreement**

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby agree to be responsible for the payment of all utilities, including Water, Sewer, Gas and Electric for my unit, effective \_\_\_\_\_.

Signed \_\_\_\_\_  
Tenant

Signed \_\_\_\_\_  
Tenant

Date \_\_\_\_\_