

THE HOUSING AUTHORITY OF THE CITY OF ERIE
DWELLING LEASE

Account No.: _____

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. 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 _____ Community, 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 sum of _____ for said term payable promptly in advance.

2. (a) The Tenant agrees to pay the sum of \$ _____ or an amount equal to one month's rent, whichever is less, as it shall be established at the time of entry, 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 \$5.00 per month until the security deposit, as will be determined has been paid. The security deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit.

(b) The security deposit applicable to this Lease is determined to be \$ _____.

(c) 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. 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 cost of charges, and the balance, if any, toward the monthly rent due.

4. 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 10th day of any month.

5. (a) The rental herein reserved includes a charge to the Tenant for a reasonable quantity of water, gas and electricity.

(b) In the event the Tenant's consumption of utilities is measured by individual check meters and the actual monthly quantities of consumption of such utilities by the Tenant are in excess of the permissible for the type of unit occupied, then the Tenant shall pay to the Landlord, when billed therefore, the charges for the excess quantity actually consumed by the Tenant.

(c) In the event the Tenant's monthly consumption of utilities is not measured by individual check meters, the Landlord reserves the right to make a flat service charge for major appliances which are owned and operated by the Tenant, exclusive of one range, one refrigerator, one washer, one dryer, one television, and one freezer per dwelling unit regardless of ownership. The schedule, which identifies the specific appliances and the flat rate charge of each shall be properly posted at each Community.

6. 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 the term of this Lease, if the Tenant wishes to occupy the premises, shall be based upon a pro-rata monthly rental.

7. 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 15 days written notice for serious or repeated violations such as nonpayment of rent, alcohol abuse, drugs or any other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants, Authority employees, or those providing service at the premises, or by persons residing in the immediate vicinity of the premises, or any alcohol abuse or drug-related criminal activity on or near such premises, engaged in by a Tenant of any unit, any member of the Tenant's household, or any guest or other person under the Tenant's control, and 30 days written notice for all other causes. The tenant may terminate this Lease or any renewal thereof, at the end of any such term upon not less than 15 days prior written notice in writing to the Landlord, or upon such shorter notice as may be acceptable to the Management. Amendments or modification of this Lease shall be in writing and signed by both parties.

8. Redetermination of Rent, Dwelling Size and Eligibility –

(a) Whenever requested by the Landlord and immediately upon any change in income, the Tenant agrees to furnish accurate information to the Landlord as to family income, employment, and composition for use by the Landlord in determining whether the rental should be changed and whether the dwelling size is still appropriate for the Tenant's needs. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits as established by the Landlord, and in accordance with all applicable law. Rent, as fixed in Section 1 hereof or as adjusted pursuant to the above, will remain in effect for the period between regular rent determinations, unless during such period:

(1) The Landlord determines that the annual income of the Tenant and of the Tenant's family exceeds the income limits for the rent which the Tenant is paying. The Landlord may require that the Tenant pay the rental established for such income grade, commencing with the due date established in the Landlord's Occupancy Policy.

(2) The Landlord determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs. The Landlord may amend this Lease by giving 15 days notice of such amendment to the Tenant that the Tenant will be required to move to another unit within the development in which the Tenant lives, or another suitable development within the jurisdiction of the Landlord, giving the Tenant a reasonable time thereafter in which to move. Should the Tenant fail to accept the Landlord's transfer, the Landlord may cancel the Lease by giving the Tenant 30 days notice.

(3) The Tenant can show a change in circumstances (such as a decline in income) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation. Such reduction in rent shall become effective on the first day of the following month.

(4) The Tenant is found to have misrepresented the facts to the Landlord upon which the rent is based, or has not immediately reported an increase in income, so that rent the Tenant is paying is less than the Tenant should have been charged. If this is found, the increase in rent shall be made retroactive, and the additional amount shall be due and payable by Tenant. Such changes in the Tenant's rent adjusted in accordance with the above provisions shall be accomplished by issue of the Notice of Rent Adjustment to the Tenant showing the change in monthly rent, including the amount of retroactivity, if any.

9. 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 Community and the Tenants.

10. 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 Community 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 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 Community 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 of the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs or 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.

(d) The Landlord shall provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the tenant in accordance with paragraph 14 (f) of this Lease.

11. 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.

12. Legal Notices - Any notice required hereunder will be sufficient if delivered in writing to the Tenant personally, to an adult member of the Tenant's family residing in the dwelling unit, by conspicuously posting the same on the dwelling unit, or sent by prepaid first-class mail properly addressed to the Tenant. If the Tenant is visually impaired, all notices will be provided in an accessible format. Tenant specifically agrees to accept the service of any notice of lease termination provided pursuant to the authority of the Pennsylvania Landlord Tenant Act by first class mail. Notice to the Landlord must be in writing and either delivered to the Landlord employee at the Landlord office of the Development within which the Tenant resides or the Central Office of the local Housing Authority, or sent to the Landlord, properly

addressed by mail.

13. 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 12.

(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 7 and Section 12 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 not but 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 on Section 10 and 14.

(f) The notice of termination to the Tenant shall state specific grounds for termination, shall inform the Tenant of the Tenant's right to such reply as the Tenant may wish, of Tenant's right to examine any relevant documents, records or regulations directly related to the termination, and the Tenant's right to counsel. The notice will also provide the Tenant of the Tenant's right to request a private conference with the Manager or duly authorized representative of the Landlord or Manager, and of the Tenant's right to request a hearing in accordance with the Public Housing Authority's Grievance Procedure except for violations of paragraph 14 (i) of this lease and other exclusions set forth in the Housing Authority's Grievance Procedure.

(g) Immediately upon vacating the unit, the Tenant shall advise the Manager in writing of change of address.

14. Tenant Further Agrees as Follows -

(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 as allowed under the Pet Policy.

(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. Tenants are exempt from seasonal exterior maintenance if they are unable to perform such tasks because of age or disability.

(e) To store all trash and garbage in 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 act and cause household members or guests to act, in a manner which will not disturb the Tenant's neighbor's 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.

(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 or changes of electrical, plumbing or heating facilities or systems.

(k) To refrain from, and to cause any member of the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development.

15. Accommodation of Persons with Disabilities – The Tenant may, at any time during the Tenancy, request reasonable accommodation of a handicap of a household member, so that the Tenant can meet Lease requirements or other requirements of the Tenancy.

16. Grievance Procedure – All grievances or appeals arising under the Lease shall be processed and resolved pursuant to the grievance procedure of Management which is in effect at the time such grievance or appeal arises. The Grievance Procedure is attached to and made a part of the Lease Agreement.

17. Protections of Victims of Abuse –

(a) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

(b) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant’s family is a victim of that domestic violence, dating violence, or stalking.

(c) Notwithstanding any restrictions on the termination of the tenancy, or any Federal, State, or local law to the contrary, a public housing agency may bifurcate a lease under this section, or remove a household member from a lease under this section, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any, individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing.

(d) Nothing in this section may be construed to limit the authority of a public housing agency, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(e) Nothing in this section limits any otherwise available authority of a public housing agency to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to more demanding standard than other tenants in determining whether or evict or terminate.

(f) Nothing in the section may be construed to limit the authority of a public housing agency to terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenants’ tenancy is not terminated.

(g) Nothing in the section shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

18. Certification of Domestic Violence, Dating Violence or Stalking –

The Authority may request that the Tenant, or a member of the Tenant’s household, certify that the individual is a victim of domestic violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. The certification shall include the name of the perpetrator. The certification shall be provided to the Authority within fourteen (14) business days, and if the individual fails to provide such certification then the provisions within this Lease pertaining to the protections from eviction that victims of domestic violence, dating violence or stalking may enjoy shall not apply and those aforementioned provisions shall not limit the Authority in its authority to evict the Tenant or lawful occupant who has committed a violation of the Lease.

19. 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.						
7.						
8.						
9.						
10.						
11.						
12.						

(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 Lease premises and shall include reasonable accommodations of the Tenant’s guests 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 aide 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 the 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 the Lease to be terminated by the Landlord.

ADDENDA:

- A. Grievance Procedure (all)
- B. Tenant Handbook (all)
- C. Utility Allowance Calculation (if applicable)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this

_____ day of _____,

at _____ Administration Office

Tenant - _____

Tenant

HOUSING AUTHORITY OF THE CITY OF ERIE
606 Holland Street
Erie, Pa 16501 - 1285

By: _____
_____, Public Housing Manager