



**HOUSING AUTHORITY  
OF THE CITY OF ERIE**

606 Holland Street  
Erie, PA 16501

**RESIDENTIAL LEASE AGREEMENT TERMS AND CONDITIONS**

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is between the Housing Authority of the City of Erie, hereinafter called "HACE," and \_\_\_\_\_ hereinafter called the "Resident(s)". Where applicable, the terms and conditions of this Lease will be listed according to the responsibilities of each party.

**I. DESCRIPTION OF PARTIES AND UNIT**

- A. HACE, relying upon the representations of Resident as to Resident's income, family composition, and needs, hereby Leases to Resident(s), upon the terms and conditions hereinafter set forth, the following dwelling unit (hereinafter called "unit").
- B. The unit is to be occupied exclusively as a private residence, solely for the Resident and the family members named in this Lease.

\_\_\_\_\_  
Name of Resident

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Dwelling

\_\_\_\_\_  
Community Name

\_\_\_\_\_  
Monthly Rental Amount

\_\_\_\_\_  
Security Deposit Amount

\_\_\_\_\_  
Excess Utility Amount

\_\_\_\_\_  
Pet Deposit Amount

**LIST OF HOUSEHOLD MEMBERS**

Family Member (s)

Relationship

## II. LEASE TERM AND AMOUNT OF RENT

Unless otherwise modified or terminated as set forth herein, this Lease shall automatically be renewed for successive terms of one year.

- A. The monthly rent to be paid by the Resident, without demand by Management, shall be \$\_\_\_\_\_ and shall be due and payable on the 1<sup>st</sup> day of each month beginning \_\_\_\_\_. The Lease term shall be from \_\_\_\_\_ to \_\_\_\_\_. The monthly rent shall remain in effect unless Resident's income or family composition changes and the rent is recomputed in accordance with the required re-determination.
- B. The amount of the Resident rent shall be determined by HACE in compliance with HUD regulations and requirements and in accordance with HACE's Admissions and Continued Occupancy Policy.
- C. When HACE makes any change in the amount of rent, HACE shall give advance written notice to Resident (unless Resident did not cooperate with certification). The notice shall state the new amount, and the date from which the new amount is effective. If Resident asks for an explanation, HACE shall respond in a reasonable time. If Resident does not agree with the explanation, the Resident shall have the right to request a hearing under the HACE grievance procedure.

## III. OTHER CHARGES

In addition to rent, the Resident is responsible for the payment of certain other charges. HACE shall provide written notice of the amount of any charge in addition to Rent, and when the charge is due. All charges in addition to Rent set forth in this section, are treated as Rent due and owing. Failure to pay such charges is a violation of the Lease. Other charges can include:

- A. **Maintenance Costs** – labor and materials for services or repairs due to intentional or negligent damage to the unit, common areas or grounds beyond normal wear and tear caused by the Resident, household members or by guests. The Resident shall be charged for the cost of such service (labor plus materials) in accordance with the Schedule of Maintenance Charges posted by HACE. For work not listed on the Schedule of Maintenance Charges, Resident charges shall be based on the actual cost to HACE.
- B. **Excess Utility Charges** – Where utilities are provided, HACE shall assess a charge for excess utility consumption due to the operation of major Resident supplied appliances. For these charges, see the Monthly Excess Utilities Charge Sheet.
- C. **Air Conditioning Units** – Air conditioning is available in all units except for single-family, scattered site homes. If you wish to use the air conditioning, there is a small monthly fee to do so. These fees are listed on the separate schedule of charges list according to property.
- D. **Garbage** – Trash removal is included in the monthly rent. All properties will either have a dumpster/garbage chute or you will be provided with your own garbage can to put out on garbage day. The only time a resident will be charged is if they do not store or dispose of their trash properly and maintenance is required to do it.
- E. **Late Charge** – HACE shall assess a late charge of \$25.00 per month if balance is not paid in full by the 10<sup>th</sup> of the month unless it falls on a weekend or Holiday.

***Exception to Late Charge Policy: The Late charge will be waived for those residents that receive their monthly Social Security Checks after the 15<sup>th</sup> of the month. Any resident that receives this exception must provide their Social Security notification letter to HACE. If the letter is not provided, the exception will not be***

*applied. Other exemptions may be approved at the discretion of the Deputy Director or the Executive Director.*

- F. **Returned Payment Policy** – HACE shall assess a non-sufficient fund (NSF) charge of \$25.00 for returned payments. Further, any Resident who has 3 checks returned will be notified that they are prohibited from making future rental payments by check. Only money orders shall be accepted.

#### IV. PAYMENT LOCATIONS

Rent and other charges shall be paid at one of the banks listed in the resident handbook. Monthly auto payments are also available.

#### V. SECURITY DEPOSIT

- A. **Resident Responsibilities** – Resident agrees to pay \$75.00 as a Security Deposit. The full amount of the security deposit is due at the time of Lease signing. Upon termination of this Lease, Resident agrees to notify HACE of their new address, in writing, for refund of the security deposit, if applicable.
- B. **HACE's Responsibilities** – HACE will use the Security Deposit at the termination of this Lease:
  1. To be applied towards the cost of repairing any intentional or negligent damages to the unit caused by the Resident and/or, household members, and/or guests. Any damage to the unit, which is not included on the move in inspection report will be presumed to have been caused by the Resident.
  2. To pay the cost of any rent or other charges owed by the Resident at the termination of this Lease.

HACE will pay interest on the security deposit at move out, as required by law.

The Security Deposit **MAY NOT** be used to pay rent or other charges while the Resident occupies the unit.

The return of a Security Deposit shall occur within 30 days of the unit keys being returned. HACE agrees to return the Security Deposit to the Resident, less deductions for any costs indicated above, **provided the Resident has furnished HACE with a written forwarding address.** If such deductions are made, HACE will furnish the Resident with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit, or if any balance is due HACE.

#### VI. UTILITIES AND APPLIANCES

- A. The following (checked) utilities are included in the rent:

Gas

Electric

Water

Sewage

Trash

- B. HACE will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- C. Resident agrees to pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities, which could lead to a Lease infraction and eviction.
- D. HACE will provide a stove and refrigerator. Major electrical appliances such as freezers and extra refrigerators, etc., are permitted at an added monthly cost (see the Monthly Excess Utilities Charge Sheet). Window air conditioners may be used in single family homes with prior approval from HACE.

## **VII. OCCUPANCY**

- A. Resident shall use and occupy the unit exclusively as a private dwelling for the Resident and other household members listed on the Lease, including reasonable visits by their guests, not to exceed 14 days.
- B. Resident will not be given permission to allow an individual on the HACE Trespass and Banning List to occupy/visit the unit for any period of time.
- C. The Resident shall comply with all laws affecting the use or occupancy of the unit and with all Federal regulations now or hereafter established or modified.
- D. A resident will be permitted to conduct legal profit-making activities in their residence so long as the activity is incidental to the primary use of the unit as a residence for members of the household. Permission must be obtained from HACE, in writing, prior to undertaking such profit-making activity. Any income derived from profit-making activities must be reported to HACE for purposes of determining rent. Any resident doing business will need to provide HACE with proof of insurance naming HACE as an additional insured.

## **VIII. RECERTIFICATIONS**

The income, assets and family composition of each household shall be reexamined within 12 months of the family's move-in date and no less than once a year thereafter. Recertifications determine the resident's monthly rent, eligibility for continued occupancy and the required unit size. HACE follows all pertinent HUD regulations in its completion of reexaminations. Only those Residents who are in full compliance with the terms and conditions of the Lease will be considered eligible for continued occupancy. If a Resident and/or Household does not certify as required, HACE will place them on flat rent effective on the date of their certification, until they comply. Not cooperating with the certification process can also lead to eviction.

The Resident agrees to transfer to an appropriate size unit based on family composition, upon appropriate notice by HACE that such a unit is available.

- A. **Choice of Rent** – Each year, at the time of the Annual Recertification, the family has the option of selecting HACE's established Flat Rent or having their rent based on the amount of their income (Income-Based Rent). At Recertification, HACE may assist the family in identifying the rent method that would be most advantageous for the family.

Residents who opt for the Flat Rent may request to have an Interim Recertification and return to the Income-Based method once during the Lease year for any of the following reasons:

1. The household's income has decreased.
2. The household's circumstances have changed increasing their expenses for childcare, medical expenses, etc.
3. Other circumstances creating a hardship on the household such that the Income-Based method would be more financially feasible for the resident.

All requests to return to the Income-Based Rent must be submitted in writing.

- B. **Annual Recertifications** – No more than 120 days in advance of the annual recertification, the family shall be notified that HACE is required to verify household composition, income and asset sources. The new rent will be effective the 1<sup>st</sup> (first) of the month set for the certification.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the increase. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the Annual Recertification date, even if retroactive. Any reduction will be effective the first of the month after the rent amount is determined.

All adult members of the household will be required to sign an Authorization for Release of Information, and all other forms required for occupancy. The family shall provide all information regarding income, assets, family composition, and other information deemed necessary.

**C. Interim Recertifications** – During an Interim Recertification, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report changes to HACE between Annual Recertifications. If the family's rent is being determined under the Income-Based method, these changes may trigger an Interim Recertification. The family must report the following changes within twenty (20) days of their occurrence. All changes must be submitted in writing. Change requests may also be submitted via our website.

Changes to report:

1. Any changes in household composition.
2. Increases in income and/or changes in employment status.
3. Decrease in income expected to last at least 30 days.

**D. Failure to Report Accurate Information** - If it is found that the resident has misrepresented or failed to report to HACE facts upon which their rent is based so that the rent being paid is less than what should have been charged, **the resulting increase in rent will be retroactive**. Failure to report accurate information is also grounds for Lease termination.

If the misrepresentation causes the need for a repayment agreement, which is mandatory, any failure to cooperate with the agreement or make timely payments can result in termination of tenancy or assistance or both.

**E. Changes in Household Composition**

1. New household members may be added to the resident's Lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of custody to or by a member of the current household. If a minor child of a household member not already listed on the Lease begins to reside there, the Resident must furnish a Birth Certificate, Social Security card and any proof of income within twenty (20) days to the office.
2. Any adult, age 18 or older, who wishes to be added to the household, will be screened in accordance with the provisions of HACE's Admissions and Continued Occupancy Policy before a determination is made. The Resident agrees to abide by HACE's determination.

Resident further agrees to await HACE's approval prior to allowing additional persons to move into the unit. Failure on the part of the Resident to comply with this provision shall constitute a Lease violation.

3. Live in Aide – If a Live in Aide is required, the Resident must first get permission from HACE to obtain one. Live in Aides will be screened for criminal, sex offender and amounts owed to HACE before being added to the Household.

A Live in Aide is a person who resides with an elderly or disabled person and who:

1. Is determined to be essential to the care and well-being of the person;
  2. Is not obligated for the support of the person; and
  3. Would not be living in the unit except to provide the necessary supportive services.
4. Removal of household members named in the Lease, due to any reason whatsoever, shall be reported by the Resident to HACE. The Resident must report the removal in writing, within 20 days of the occurrence. In the case of Head of Household, Spouse or Co-Head, both adults must sign a statement agreeing to the removal of the Resident. A Live in Aide does not have rights to the unit if the Head of Household leaves.

#### **IX. HACE'S OBLIGATIONS**

- A. To maintain the unit and the property in a 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 unit and property.
- D. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators.
- E. To provide and maintain appropriate receptacles and facilities for the deposit of garbage and other waste removed from the premises by the Resident as required in Section X, paragraph I of this Lease, and to provide disposal service for garbage and solid waste.
- F. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year.
- G. To notify Resident in writing of the specific ground for any proposed adverse action by HACE. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Resident to another unit, change in amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When HACE is required to afford Resident the opportunity for a hearing under HACE's Grievance Procedure for a grievance concerning a proposed adverse action:
  1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with Section XIV of this Lease shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed Lease termination, HACE shall not take the proposed action until time to request such a hearing has expired or, if hearing was requested in a timely manner, the grievance process has been completed.
- H. To provide reasonable accommodations for disabled Residents as described in this Lease.

#### **X. RESIDENT'S OBLIGATIONS**

Resident shall be obligated to the following, which are deemed material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the unit.

- B. Not to give accommodation to boarders or lodgers.
- C. Not to give accommodations to guests in excess of fourteen (14) days within a one-year period without advance written consent of HACE. Resident must report any guests or visitors staying for more than three (3) days in any 30-day period.
- D. To use the unit solely as a private dwelling for Resident and Resident's household as identified in Part I of the Lease.
- E. To ensure that the Resident, members of the household, guests, or other persons who are in the unit with Resident's consent, conduct themselves in a manner which will:
  1. Not disturb other residents' peaceful enjoyment of their accommodations; and,
  2. Be conducive to maintaining all HACE properties in a decent, safe, and sanitary condition.
 And shall not engage in:
  3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of HACE's public housing by other residents or employees of HACE, or the right to peaceful enjoyment of their residences by persons in the immediate vicinity of the premises; or
  4. Any drug-related criminal activity whether on or off the premises. 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 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.)
  5. That no member of the Household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Residents.
- F. To abide by necessary and reasonable regulations as declared by HACE to the Residents from time to time for the benefit, and well-being of the complex and the Residents. These regulations are incorporated by reference in this Lease and shall be posted in a conspicuous manner in HACE's office. Violation of such regulations constitutes a violation of the Lease.
- G. To use, only in a reasonable manner, all electrical, water, sanitary, heating, ventilating, air-conditioning, and other facilities, including elevators.  
 To pay reasonable charges for repair of damages, other than normal wear and tear, to the unit, property buildings, facilities or common areas caused by the Resident, their household members or guests, or by Resident's failure to report needed repairs in a timely manner. **RESIDENT SHALL PROMPTLY NOTIFY HACE OF KNOWN NEED FOR REPAIRS TO THE UNIT and of known unsafe or unsanitary conditions in the unit or in common areas and grounds of the Property.** Charges will be in accordance with the Schedule of Maintenance Charges.  
 The Resident is required to report any incident of vandalism or damage to the unit to HACE and/or the City of Erie Police department. The Resident must notify HACE or Police immediately and, if possible, identify the person(s) involved. Failure to notify HACE or the Police concerning damage to their unit may result in Resident liability for the cost of the repairs.
- H. To keep the unit and such other areas as may be assigned to the Resident for their exclusive use in a clean and safe condition. Exemptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability.
- I. To dispose of all garbage and other waste from the unit in a sanitary and safe manner only in containers approved or provided by HACE. To refrain from, and cause members of the household or guests to refrain from, littering or leaving trash and debris in common areas.
- J. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the unit or premises.

- K. To comply with all obligations imposed upon Residents by applicable state and local building or housing codes materially affecting health and/or safety of Resident and household.
- L. To make no alterations or repairs or redecoration to the interior or exterior of the unit or to the equipment, nor to install additional equipment or major appliances without **written** consent of HACE. To make no changes to locks or install new locks on exterior doors without HACE's written approval.
- M. To refrain from, and cause members of Resident's household or guests to refrain from, acting or speaking in an abusive or threatening manner towards neighbors and/or HACE staff.
- N. Resident and members of Resident's household are permitted to have a pet as described in HACE's Pet Policy.
- O. To use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.  
The Resident shall cooperate fully in any HACE pest control efforts. If infestation occurs and goes unreported, resulting in a more severe problem, resident will be charged the cost of extermination. Residents will not be charged for any bed bug eradication services.
- P. To comply with the provision of any addendum attached to and incorporated in this Lease.
- Q. Not to commit any fraud in connection with any Federal housing assistance program; and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- R. It is the responsibility of the Resident to check smoke detectors in their units regularly to ensure proper working condition and to install batteries as needed. HACE will check detectors and batteries at the time of any Inspection. Defacing or destroying smoke alarms is a fire and safety hazard and shall result in Lease termination.
- S. Community service is a requirement under Congress if you are determined eligible. For those members who are required to perform Community Service, you must perform 8 hours of community service per month you are deemed eligible. Violation of the community service requirement is grounds for non-renewal of the Lease at the end of the twelve-month Lease term, but not for termination of tenancy during the twelve-month Lease term.
- T. To comply with the No Smoking Policy which prohibits smoking or vaping in all HACE properties and within 25 feet of the building.

**XI. DEFECTS WHICH OCCUR CAUSING HAZARDS TO LIFE, HEALTH OR SAFETY**

In the event that the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants (e.g., fire, floods, or other natural disasters.):

**A. HACE Responsibilities**

1. HACE shall be responsible for repair of the unit within a reasonable period of time after receiving notice of the damage.
2. HACE shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period. HACE is not required to offer Resident a replacement Unit or alternative accommodations if Resident caused the hazardous condition.
3. If repairs or defects hazardous to life, health and safety are not made, or temporary alternative accommodations offered to the Resident within a reasonable time of the Resident reporting same to HACE, and if it was within HACE's ability to correct the defect or obtain the correction thereof, then the Resident's rent shall abate during the entire period of the existence of such



defect while the Resident is residing in the unrepaired dwelling. Rent shall not abate if the Resident rejects reasonable alternative temporary accommodations.

## **B. Resident Responsibilities**

1. The Resident shall immediately notify HACE of the damage.
2. **Residents are encouraged to purchase renters' insurance for their personal property. HACE is not responsible for any personal items that are damaged.**
3. If the unit is severely damaged due to the negligence of a Resident, that Resident will be billed for the HACE insurance deductible, or the amount of damages caused, whichever is less.

## **XII. INSPECTIONS**

- A. Move in Inspection** – HACE and the Resident will be obligated to inspect the unit prior to occupancy by the Resident. The move in inspection report will be kept in the Resident's file and a copy will be given to the Resident. Deficiencies noted on the inspection report requiring repair will be corrected by HACE, at no charge to the Resident. If the resident does not participate in pre-occupancy inspection, they are required to provide a written list of any deficiencies within the first 10 days of occupancy.
- B. Move out Inspection** – HACE will inspect the unit at the time Resident vacates the unit and give the Resident a written statement of the charges, if any, for which Resident is responsible. HACE will conduct the move out inspection after Resident has moved out. If the Resident and/or their representative want to be present for the inspection, they must notify the Manager.
- C. Other Inspections** – The Resident shall comply with other inspections deemed necessary by HACE (for example, Regular Inspections, Annual Inspections, Special Inspections, etc.). These inspections are detailed in HACE's Admissions & Continued Occupancy Policy.
- D. Resident Notification** – All residents will be given a 48-hour written notice of any inspection unless it is an emergency situation.

## **XIII. ENTRY OF UNIT DURING TENANCY**

### **A. Resident Responsibilities**

1. Resident agrees that the duly authorized agent, employee, or representative of HACE will be permitted to enter Resident's unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, or inspecting the unit, upon notice by HACE.
2. If Resident is absent from the unit when HACE comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

### **B. HACE Responsibilities**

1. HACE is permitted to enter the unit during reasonable hours upon forty-eight (48) hours advance written notice to the Resident. Response to requests by Residents for repairs and services would NOT require notice.
2. HACE may enter the unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. Emergencies can be fire, flood, gas leak etc.

3. In the event that the Resident and all adult members of the household are absent from the unit at the time of entry, HACE shall leave a written statement specifying the date, time and purpose of entry prior to leaving the unit.

#### **XIV. NOTICE PROCEDURES**

All notices (including eviction notices) to the Resident must be in writing. At HACE's discretion the Notice can be: (i) hand delivered to the Resident or to an adult member of the household residing in the unit; (ii) sent by first-class mail; (iii) posted on the door of the unit as provided by State Law; or any combination of the three. HACE will follow the accepted form of eviction notice delivery as outlined in the Pennsylvania Resident-Landlord Act, as amended.

If the Resident is visually impaired, all notices will be provided in an accessible format. Notice to HACE must be in writing and either delivered to the HACE employee at the HACE office of the Development within which the Resident resides or the Central Office of HACE, or sent to HACE, properly addressed by first class mail.

#### **XV. TERMINATION OF THE LEASE**

Considerations of HACE:

- A. In a manner consistent with such policies, procedures and practices, the PHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by the Resident in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the Resident has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
- B. The PHA may require a resident to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- C. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. For this purpose, HACE may require the resident to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having rehabilitated successfully.
- D. The PHA's eviction actions must be consistent with Fair Housing and Equal Opportunity provisions.

The PHA may terminate tenancy, through a court action, for:

- A. Serious or repeated violation of material terms of the Lease, such as the following:
  1. Failure to pay rent or other charges when due;
  2. Failure to fulfill household obligations, as described in Section X Resident Obligations of this Lease;
- B. Being over the income limit for the program, as provided in 24 CFR 960.261 and the HACE ACOP.
- C. Other good cause which includes, but is not limited to, the following:

1. Criminal activity or alcohol abuse as provided Section X;
2. Discovery after admission of facts that made the resident ineligible;
3. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income;
4. Failure of a family member to comply with the service requirement provisions is grounds only for non-renewal of the Lease and termination of tenancy at the end of the twelve-month Lease; and
5. Failure to accept the PHA's offer of a Lease revision to an existing Lease with written notice of the offer of the revision at least 60 calendar days before the Lease revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family.
6. Discovery that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
7. Determination or discovery that a resident is a current registered lifetime sex offender
8. Discovery that a Resident is fleeing to avoid prosecution, or custody, or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (or, in the case of the State of New Jersey is a high misdemeanor) or violating a condition of probation or parole imposed under Federal or State law.

D. Such serious or repeated violation of material terms shall include but not be limited to:

1. Failure to comply with the housekeeping standards established by HACE.
2. Serious or repeated interference with the rights of staff or other Residents.
3. Misrepresentation of family income, assets, or composition, or failure to report changes in family income, assets, or composition as required by this Lease.
4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process Annual Recertifications or Interim Recertifications.
5. Serious or repeated damage to the unit, or creation of physical hazards in the unit, common areas, grounds, or parking areas of the property.
6. Any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of HACE's public housing unit by other residents, or the right to peaceful enjoyment of their residences by persons in the immediate vicinity of the premises, or any drug related criminal activity, whether on or off HACE property, will be subject to Lease termination. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of any controlled substance. HACE may evict the resident if it is determined that the covered person has engaged in the criminal activity, regardless of whether the person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
7. Illegal weapons or drugs are seized in the unit by a law enforcement officer.
8. Alcohol abuse or pattern of abuse that HACE determines interferes with the health, safety, or right to peaceful enjoyment of the unit by other residents or is interfering with staff ability to complete their job duties.
9. Furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers.

10. Any other good cause, including a determination that Resident's actions have become a threat to the health and safety of themselves, other residents, or staff.
11. Failure to comply with HACE's Pet Policy.
12. Failure to comply with HACE's Smoking Policy.

E. **Notice of Lease Termination** – HACE shall give written Lease Termination Notices for any breach of the Lease. The number of days given for the resident to vacate the unit adhere to the Pennsylvania Resident Landlord Act and HUD guidelines, and are as follows:

1. Fourteen (14) days in the case of failure to pay rent.
2. A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):
  - a. If the health or safety of other residents, HACE employees, or person residing in the immediate vicinity of the premises is threatened; or
  - b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
  - c. If any member of the household has been convicted of a felony.
3. Thirty (30) days in any other case.

The Notice of Lease Termination to the resident shall state specific grounds for termination and shall inform Resident of the Resident's right to make such reply as the Resident may wish. The notice shall also inform the resident of the right to examine HACE documents directly relevant to the termination or eviction. When HACE is required to offer Resident the opportunity for a grievance hearing, the Notice shall also inform Resident of the right to request such a hearing in accordance with HACE's Grievance Procedure. The tenancy shall not terminate (even if any Notice to Quit under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

## **XVI. WAIVER**

No delay or failure by HACE in exercising any right under this Lease, 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.

## **XVII. CHANGES AND NEW LEASES**

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules, regulations, and fee schedules. HACE reserves the right to change this Lease from time to time, at its option.
- B. HACE shall provide at least 60 days written notice to the Resident setting forth any proposed changes in the Lease. Resident shall have an opportunity to present written comments, which, subject to the requirements of law, shall be taken into consideration by HACE. If the new Lease is not accepted and signed by the Resident(s) within a reasonable amount of time, HACE may terminate tenancy for the household.

## **XVIII. GRIEVANCE PROCEDURE AND RIGHT TO EXAMINE DOCUMENTS**

All disputes concerning the obligations of Residents or appeals arising under this Lease, shall be resolved in accordance with HACE's Grievance Procedure in effect at the time such dispute or appeal arises. The Grievance procedure is attached hereto, posted in HACE's office, on the HACE website and is incorporated by reference in this Lease.

HACE will provide the resident a reasonable opportunity to examine, at the resident's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of HACE, and which are directly relevant to the termination of tenancy or eviction. The resident shall be allowed to copy any such document at the resident's expense. A notice of Lease termination shall inform the resident of the resident's right to examine PHA documents concerning the termination of tenancy or eviction. If the PHA does not make documents available for examination upon request by the resident, the PHA may not proceed with eviction.

It is HACE's policy to have the Deputy Director, or their designated representative, hold the grievance hearing.

## **XIX. PROTECTIONS FOR VICTIMS OF ABUSE / VIOLENCE AGAINST WOMEN ACT (VAWA)**

- A. An incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking will not be construed as serious or repeated violations of the Lease or other "good cause" for termination of the tenancy or occupancy rights of the victim.
- B. Criminal activity directly relating to abuse, engaged in by a member of a resident's household, or any guest, or other person under the resident's control, shall not be cause for termination of tenancy or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of domestic violence, sexual assault, dating violence, or stalking.
- C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State, or local law to the contrary, HACE may "bifurcate" a Lease, or otherwise remove a household member from a Lease, without regard to whether a household member is a signatory to the Lease, in order to evict, remove or terminate occupancy rights of any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, or otherwise penalizing the victim of the violence who is also a resident or lawful occupant. Such eviction, removal, or termination of occupancy rights shall be affected in accordance with the procedures prescribed by Federal, State, and local law for the termination of Leases. If HACE chooses to bifurcate a Lease, no assistance will be given for an individual who does not meet public housing eligibility and applies to submission of evidence of citizenship or eligible immigration status.
- D. Nothing in this section may be construed to limit HACE, when notified, to honor court orders addressing rights of access 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 may be construed to limit HACE's ability to evict a resident for any violation of the Lease, not based on the act or acts of violence in question against the resident or a member of the resident's household, provided that HACE does not subject an individual who is or has been a

February 2022

victim of domestic violence, sexual assault, dating violence, or stalking, to a more demanding standard than other residents in determining whether to evict.

- F. Nothing in this section may be construed to limit HACE's ability to evict any resident if HACE can demonstrate an actual and imminent threat to other residents, or to those employed at or providing service to the property, if the resident is not evicted.
- G. Nothing in this 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, sexual assault, dating violence, or stalking.

## **XX. POSTING OF POLICIES, RULES AND REGULATIONS**

HACE's schedules of special charges for services, repairs and utilities, policies, rules and regulations are incorporated by reference in this Lease and are posted in HACE's office, and on HACE's website. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Property Office and shall be furnished to applicants and residents upon request. Such schedules, policies, rules and regulations may be modified from time to time by the PHA provided that the PHA shall give at least a 30-day written notice to each affected resident setting for the proposed modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be:

Delivered directly to or mailed to each resident or posted in at least 3 conspicuous places within each property in which the effected dwelling units are located, as well as in a conspicuous place at the main office.

## **XXI. ACCOMMODATIONS OF PERSONS WITH A DISABILITY**

For all aspects of the Lease and grievance procedures, a disabled person shall be provided reasonable accommodation to the extent necessary to provide that person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person.

HACE shall provide a notice to each resident that the resident may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodations so that the resident can meet Lease requirements or other requirements of tenancy.

## **XXII. PROVIDING OPPORTUNITY TO RECEIVE EMERGENCY RENT RELIEF**

If the Secretary determines that residents must be provided with adequate notice to secure Federal funding that is due to a Presidential declaration of a national emergency:

- A. The notice of Lease termination required for failure to pay rent must provide such information as required by the Secretary; and
- B. Notwithstanding section XV (E) (1) of the Lease, the notice of Lease termination for failure to pay rent must provide for at least 30 days from the date the resident receives the notice.
- C. Upon the Secretary's determination in paragraph (A) above, HACE must provide notice to all residents of the requirements in paragraph (A) taking effect.

IN WITNESS WHEREOF, the parties execute this Residential Dwelling Lease this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
HACE Representative

Date \_\_\_\_\_

Resident(s):

Date:

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_

\_\_\_\_\_  
Spouse / Co-Head / Other Adult Signature

\_\_\_\_\_

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_

\_\_\_\_\_  
Other Adult Signature

\_\_\_\_\_