

# RESIDENTIAL LEASE AGREEMENT

## PART I

Cohoes Housing Authority

100 Manor Sites

Cohoes, NY 12047

This Agreement ("Lease") consists of Part I and Part II and is executed between Cohoes Housing Authority ("Authority") as Landlord and **Insert Head of Household**, ("Tenant") and becomes effective as of **Insert Lease Effective Date** and ends **Insert Lease Ending Date**, renewable for subsequent one year terms as provided in Part II of the Lease.

Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant upon Terms and Conditions set forth in Part II of this Lease Agreement the dwelling unit located at **Insert Complete Apartment Address** and herein called the "premises," to be occupied exclusively as a private residence by Tenant and Tenant's household.

**Household Composition:** The Tenant's household is composed of the individuals listed below. All members of the household age 18 and older shall execute this lease.

NAME	RELATIONSHIP	AGE & BIRTHDATE	SOCIAL SECURITY #
1.			
2.			
3.			
4.			
5.			

**Term:** The term of this Lease shall be 12-months, renewable for subsequent one-year terms as stipulated in Part II of the Lease.

**Rent:** Initial Rent shall be \$ \_\_\_\_\_ and, thereafter rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month and shall be delinquent if not paid in full by the close of business on the 5<sup>th</sup> business day of the month in which it is due. A late charge of 5% of the rent amount or \$20.00 maximum, whichever is less, per month will be charged to the Tenant if rent is not paid when due. The monthly rent is subject to change as provided in Part II of this Lease Agreement.

- This rent is based on the Authority-determined flat rent for this unit.  
 This rent is based on the income and other information reported by the Resident.  
(Check one)

**Appliances:** Authority shall provide the Cooking Range and Refrigerator for the premises.

**Utilities:** Unless indicated otherwise below, Tenant shall pay for all Utilities.

Authority shall provide the utilities indicated by an  below:

- Electricity     Natural Gas     Heating Fuel     Other (specify)

**Utility Allowances:** Tenant Paid Utilities

If indicated by an  below, Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities. Tenant shall pay this allowance directly to the utility supplier or Tenant may elect to have Authority pay the allowance directly to the utility supplier:

- Electricity     Gas     Heat     Water

If Authority is providing a utility allowance, Tenant shall supply Authority with Tenant's utility account numbers and shall execute a Request for the utility provider to supply Authority with consumption, cost, and rate information. Authority will keep such information confidential and use it only for program purposes.

**Charges for Excess Appliances:** If Authority provides utilities, Tenant shall pay additional monthly charges for excess appliances as set forth below: (list each item and monthly surcharge): (a full list is posted in each management office along with the annual or monthly charge)

Tenants of the Dr. Jay McDonald Towers requesting to install an air conditioner in their unit shall execute an Air Conditioner Agreement" and pay, in addition to rent, for excess utilities consumption in connection with the use of an air conditioner, the annual amount of \$105.00, regardless of the length of time in use. Such amount, at the election of the Tenant, can be paid at the rate of \$8.75 per month.

**Security Deposit:** Subject to the provisions set forth in Part II of this Lease, Tenant shall pay the greater of \$150.00 or one month's rent as a Security Deposit. Security Deposit paid is \$ \_\_\_\_\_.

**Returned Check Fee:** Tenant shall pay a fee of \$25.00 to Authority for any check given to Authority by Tenant and returned by the financial institution for any reason.

Tenant acknowledges and understands fully that the unit in which Tenant will be residing is or is not (circle one) furnished with a fire sprinkler system. Apartments with sprinklers are serviced and inspected annually. \_\_\_\_\_ (Initial)

**Execution:** By their signatures below, Tenant and household members agree to the terms and conditions of Part I and II of this lease agreement and all additional documents referenced herein.

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

TENANT / HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

## COHOES HOUSING AUTHORITY

### GRIEVANCE PROCEDURE

Any tenant with an individual dispute relative to a Housing Authority act or failure to act in accordance with the Residential Lease Agreement or adopted regulations, shall be given an informal hearing, and if requested, a formal hearing before a selected hearing officer. Excluded from this grievance procedure are those disputes referenced in Paragraph C below

- A. Every grievance must be presented by a tenant personally at the Authority office either orally or in writing within ten (10) days of the date the tenant is aggrieved and shall then be considered informally. Upon completion of the informal hearing, the tenant shall be given a written summary of the discussion including the proposed disposition of the complaint and the procedure by which a hearing may be requested if the tenant is not satisfied. If the tenant desires a formal hearing, he/she shall submit a written request within ten (10) days of receipt of the written summary of discussion and proposed disposition to Authority office and shall state the reason(s) for the grievance and the action or relief sought.
- B. If the grievance involves rent, the complainant shall, before a hearing is set, deposit with the Authority an amount to the rent due the first of the month preceding the month in which the Authority's act or failure to act took place; and thereafter deposit in an escrow account this same amount monthly until a decision by the hearing officer or panel is received. Failure to make these deposits, unless waived in writing by the Authority, shall terminate the grievance procedure.
- C. Excluded from this grievance procedure are all disputes concerning a termination of tenancy or eviction that involves:
1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or
  2. Any drug-related criminal activity on or near such Cohoes Housing Authority's public housing premises.

In such cases, the Cohoes Housing Authority will seek to evict Tenants through judicial eviction procedures without providing the opportunity for a hearing under the PHA's grievance procedures.

- D. The grievance shall be heard by a hearing officer who shall be an impartial, disinterested person selected by the Housing Authority within ten (10) days of the service of request for a formal hearing.
- E. The hearing officer shall schedule the hearing at a time and place convenient both to the complainant and the Authority not more than twenty (20) days after selection of the hearing officer and shall notify each in writing of the time and place, together with the procedures governing the hearing as follows:
1. The hearing officer shall afford the complainant a fair hearing, including:
    - a. The opportunity to examine and, at the complainant's expense, to copy all relevant documents, records and regulations of the Authority.
    - b. The right to be represented by counsel or other chosen representative.
    - c. The right to a private hearing unless the complainant requests otherwise.
    - d. The right to present evidence and arguments to controvert evidence used by the Authority and to confront and cross-examine witness upon whose information the Authority relies.
    - e. A decision based solely on the facts presented at the hearing.
  2. The hearing officer may render a decision without proceeding if the officer or panel determines that the issue has been decided previously in another proceeding.
  3. If the complainant fails to appear at the hearing, the hearing officer or panel may postpone the hearing for not more than ten (10) working days or may determine that the complainant has waived his/her right to the hearing.
  4. The complainant must show an entitlement to the relief sought and the Authority must then justify its act or failure to act.
  5. The hearing shall be conducted informally, but all persons present shall be orderly.

F. The hearing officer shall prepare a written decision with reasons therefor, within five (5) days after the hearing and copies of such decision shall be sent to the complainant and the Authority (who shall put one copy in complainant's file and one copy in a special file with identifying names and addresses obliterated). The decision shall be binding upon both parties unless the Housing Authority Board of Commissioners notifies the complainant within thirty (30) days that:

The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.

G. If the hearing relates to terminations of tenancy and the hearing officer upholds the Authority's action, the Authority shall not issue notice to vacate the premises until after the complainant has been mailed the written decision of the hearing officer.

H. No act or failure to act on the part of the complainant at any point in the grievance procedure shall constitute a waiver of or in any way affect the complainant's rights to a trial de novo or any appropriate judicial review or proceedings which may thereafter be brought in the matter.

I, the undersigned tenant, hereby acknowledge receipt of this procedure on the date specified.

TENANT / HEAD OF HOUSEHOLD: \_\_\_\_\_ DATE: \_\_\_\_\_

MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_