

# RESIDENTIAL LEASE AGREEMENT

## Part II

### TERMS AND CONDITIONS

Cohoes Housing Authority

100 Manor Sites

Cohoes, NY 12047

THIS LEASE AGREEMENT (“Lease”) is between the Cohoes Housing Authority (“Authority”) and Tenant named in Part I of this Lease (“Tenant”).

#### I. Description of the Parties and Premises:

- a. Authority, in reliance upon verified data on income, family composition, and need, leases to Tenant, the property (“premises” or “dwelling unit”) described in Part I of this Lease Agreement, subject to the terms and conditions contained in this lease.
- b. Premises must be the sole residence and used only as a private residence solely for Tenant and the household named on Part I of the Lease. Authority may, upon prior written approval, consent to Tenant’s use of the unit for legal profit-making activities incidental to the residential use subject to the Authority’s policy on such activities.

All additions to the household members named on the lease, including Live-In Aides and foster children, but excluding natural births, require the advance written approval of Authority. Such approval will be granted only if the new household members pass Authority’s screening criteria and a unit of the appropriate size is available. All additional persons must make a normal application for admission and be certified eligible prior to any consideration of the Authority to provide written consent for their addition to the Lease. The failure to obtain such consent will result in the immediate termination of the Lease and/or refusal for Lease renewal. Unauthorized persons using or giving a Cohoes Housing Authority address without prior approval of the Authority may have their formal application denied. Further, the lease of any tenant who knowingly allows an unauthorized person to use the tenant’s address, including the receipt of mail at the tenant’s address, will be terminated. . Visitors and/or guests at an apartment not having another legal address shall be considered an unauthorized tenant and the tenant shall be subject to the termination of tenant’s lease (Annual plan 6/2012). Permission to add Live-In Aides and foster children shall not be unreasonably denied. Tenant shall not permit additional household members to move into the premises prior to receiving written approval from Authority. Tenant’s failure to comply with this provision shall be considered a serious violation of the material terms of the lease, for which the Authority may terminate the tenancy.

- c. Tenant shall report any change in income or family composition immediately upon the occurrence of such change, Tenant shall submit an application for continued assistance when requested to do so, including at the time of annual reexamination.

#### II. Lease and Amount of Rent

- a. This Lease shall be for a twelve-month term, renewable for subsequent one-year terms, The Lease shall be effective as of the date when this lease is executed. The Lease term will end on the last day of the Twelfth month following the execution of the Lease. During any period of time between the expiration of a twelve month term and the execution of a new Lease, Tenant shall be deemed to hold over on a month to month basis under the terms of this Lease. The lease may be modified at anytime during the lease period by written agreement of the tenant and the Authority. A new lease shall be executed in the event of a transfer to another unit or a change in the basic rent. Failure of a tenant to accept a lease revision is grounds for termination of tenancy.

The “Total Rent” to be paid by Tenant shall be “Tenant Paid Rent”, plus surcharges, if any, assessed the tenant at the time the lease in signed. Changes in “Tenant Paid Rent” resulting from a change in tenant’s income shall be implemented by an amendment to the lease. Changes in “Tenant Paid Rent” resulting from

the addition or deletion of household members shall require execution of a new lease or an amendment to the lease where allowed by program or law.

The Authority shall determine the amount of Total Rent and the amount of Tenant Paid Rent in compliance with New York State and all other applicable regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

- b. Rent is due and payable in advance on the first day of each month and shall be considered late if not paid in full prior to 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, will be charged to the Tenant if rent is not paid when due. Rent may include utilities as described in part I of the Lease. The late charge will be applied to all rent charges assessed to the tenant account.
- c. Rent payments are applied first to the current month and then to past due months in the order in which they accrued.
- d. The Authority shall give prior written notice to the Tenant when the Authority makes any change in the amount of Total Rent or Tenant Paid Rent. Such notice shall state the new amount and the date from which the new amount is applicable. Redeterminations of Rent are subject to the Grievance procedure. Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

### **III. Rent Amounts**

Tenant is responsible for paying monthly rent in the amount stated in Part I of this Lease. Tenant rent may be considered under one of the following classifications:

- a. Income-Based Rent: For Federal Public Housing the monthly rental amount shall not exceed 30% of monthly-adjusted income or 10% of the monthly gross income, whichever is greater.
- b. Welfare Rent: The rental amount paid by the Department of Social Services on behalf of the tenant or to the tenant directly for the payment of rent to the Authority.
- c. Flat Rent: In federal public housing developments, a flat rent may be paid. This is the amount that could be charged if the unit was available on the private rental market. Authority may adjust the flat rent amount at any time for any development(s) based on a market analysis of rent in the jurisdiction. Any new flat rent schedule for a development(s) must undergo a 30-day tenant review and comment period and Board approval.
  - Residents who are currently paying a flat rent will be charged the new flat rent amount only at their next annual reexamination if they choose to continue the flat rent option. Tenants who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstances exist that create a hardship for the family that would be alleviated by a change.
  - All other residents will be offered the option to pay the flat rent at the annual reexamination.
- d. Minimum Rent: The minimum rental amount established by the Cohoes Housing Authority is presently set at \$50.00. Minimum rent minus any tenant-paid utility allowance shall be the actual rent charged. If that amount results in a "negative rent" CHA shall pay that amount to the utility company in the tenant's name.
- e. Other: Residents living in Low Income Tax Credit units will pay an income-based or established LIHTC rent approved by NYSDHCR.

### **IV. Other Charges**

In addition to rent, Tenant is responsible for the payment of certain other charges as specified below

- a. Late Charges – The tenant shall be charged 5% of the rent amount or \$20.00 maximum, whichever is less, per month if full rent payment is not received by the close of business on the 5<sup>th</sup> business day of the month in which it is due. Late charges will be assessed to the tenant's account and applied to rent.
- b. Process Server/Court Charges – CHA will assess to the tenant's account a fee in the amount of \$35.00 for the service of each 30-day non-payment Notice, 30 day-vacate notice or 10-day vacate notice, a fee in the amount of \$35.00 for the service of each Petition and Notice of Petition, and an attorney's fee of \$47.00 for each

Petition and Notice of Petition filed in court. There will also be a \$75.00 charge for the service of a Warrant of Eviction. Tenant shall not be responsible for such fees if the tenant prevails in any action between tenant and CHA.

- c. Returned Check Charge – The tenant will be charged \$25.00 for each check returned by a financial institution for non-payment due to insufficient funds.
- d. Excess Utility Charges – At developments where CHA provides utilities, a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances (freezers, air conditioners, dryers, etc.).
- e. Maintenance Charges – The CHA assumes responsibility, including financial, for the normal upkeep and maintenance of the Housing Authority housing units and property. Additional charges to residents, fees beyond rent, are restricted to situations of damage caused by the tenant or tenant's guest(s) of the housing authority property.
- f. Installation and Removal charges for tenant-supplied air conditioners, where applicable and in accordance with the CHA air conditioner agreement. The agreement and charges are posted in management offices.
- g. Miscellaneous – Authority may assess insurance deductible charges when the insured loss is caused by the tenant or another individual for whom the tenant is responsible (household members, guests, etc.) due to Damages.

Tenant may use the Grievance Procedure to dispute charges assessed under this section. A Grievance must be presented, in accordance with the Grievance Procedure and within 10 days of the date the tenant is notified of the assessment of charges. Charges may be removed upon written consent of Authority officials or upon the mutual written agreement of the parties.

#### **V. Security Deposit**

- a. **Tenant Responsibilities:** Tenant agrees to pay a total Security Deposit equal to \$150.00 or one month's rent, whichever is greater. The Security Deposit must be paid in full prior to move-in. Upon move-out Tenant shall provide the Authority, in writing, with an address to which the Security Deposit due may be mailed.

Tenants receiving public assistance shall submit a security deposit agreement from the Department of Social Services.

- b. **Authority Responsibilities:** Authority will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at termination of this Lease.
  - 2. To reimburse the cost of repairing any damages to the dwelling unit caused by Tenant, household members or guests.

Authority shall not charge a higher Security Deposit for tenants with disabilities who use wheelchairs and/or have service animals necessary as a reasonable accommodation.

The financial institution where security deposits will be kept is M&T Bank.

If the resident wishes to add an additional adult household member to the lease, upon CHA approval, the household/new member will be required to pay an additional \$150.00 security deposit. This additional security deposit will remain in escrow until the entire household vacates the premises. The additional security deposit will not be returned to the new member if he/she vacates the premises prior to the entire household.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and Authority has inspected the dwelling unit.

Authority shall return the Security Deposit within 14 days after Tenant moves out. Authority agrees to return the Security Deposit to Tenant when he/she vacates, less deductions for any costs indicated above. Authority will

furnish Tenant with a written statement of any such deductions and will make reasonable efforts to return any security deposit due.

The security deposit for tenants receiving Social Services will be one month's rent (according to the Social Services Schedule). The Utility allowance is not a consideration in the determination of the amount of the security deposit. Tenants submitting a security deposit agreement from the Department of Social Services shall not have a security deposit returned upon vacating the unit.

## **VI. Utilities and Appliances**

- a. **Authority-Supplied Utilities:** If indicated on part I of the Lease Agreement, the Authority will supply the utilities. The Authority will not be liable for the failure to supply utility service for any cause beyond its control.

Authority will provide each unit with a cooking range and refrigerator. Other major electrical appliances, such as air conditioners, freezers, washers, dryers, etc. may be installed and operated only with the prior written approval of Authority.

- b. **Tenant Responsibilities:** Tenant shall not waste the utilities provided by Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant shall also abide by any local ordinance or Authority rules restricting or prohibiting the use of space heaters in elderly dwelling units.

Tenant must not permit Tenant's utilities to be shut off at any time during Tenant's tenancy unless Tenant is vacating the unit with prior written notice to Authority in accordance with Authority's policy. Where dwelling is individually metered, failure of the tenant to pay utility charges as billed by the utility company shall constitute grounds for termination and eviction proceedings against the tenant. The Authority shall not be responsible for failure to furnish utilities by reason of any cause beyond its control.

## **VII. Terms and Conditions**

The following terms and conditions of occupancy apply to this Lease:

- a. **Use and Occupancy of the Dwelling:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority and in compliance with Authority policy, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use.

Tenant may accommodate guests or visitors for a period not exceed 14 days each year. Guests staying overnight for more than 36 hours per week must provide written notification to the Authority and receive express written consent.

- b. **Redetermination of Rent, Dwelling Size, and Eligibility:** The rent amount as fixed in part II of the Lease Agreement is due each month until changed as described below:

1. The status of the Tenant and Household will be re-examined at least once a year.

a. The Tenant and Household must report for Annual Reexamination and shall certify to Household composition, income and assets.

2. Tenant shall provide Authority, when requested, accurate information about Household composition, age of Household members, income and source of income of all Household members, assets, and related information necessary for Authority to determine eligibility, annual income, adjusted income, and rent.

3. Tenant must report all changes in income and Household composition within 10 days of occurrence at any time during the year.
5. Failure to supply such information when required or requested is a serious violation of the terms of the Lease and Authority may terminate the Lease.
6. Tenant shall comply with Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification as requested by the Authority.
7. Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for Authority to determine the amount of rent and the appropriate dwelling size in compliance with the Admissions and Continued Occupancy Policy (ACOP).
8. The ACOP shall be publicly posted in the Central office and copies will be furnished upon request for a copying fee of twenty –five cents per page.
9. Rent will not change during the period between regular re-examinations, unless during such period:
  - (a) A person with income joins the household. A person may join the Household only with the prior written approval of Authority. Such approval may occur only after the joining person completes an Authority application, provides all required information, passes the screening criteria and pays the additional \$150.00 security deposit. Except for birth of a new member in the household, no additional persons will be considered until the Household has resided in the apartment for twelve months. Extenuating circumstances may be considered.
  - (b) Tenant reports a change in Household circumstances (such as an increase or decrease in income of any Household Member) that would result in a change in the rent. Rent will be recalculated upon a verified decline in income.

**Tenant must report all increases in income within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.**

- (c) Authority determines that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged.
- (d) Federal or State law or regulation changes rent formulas or determination procedures.
- (e) Rent Adjustments: Authority will notify Tenant of the amount and effective date of any rent adjustment.

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in law or regulations, provided Tenant reported the change Prior to the 5<sup>th</sup> business day of the end of the month.

In the case of a rent increase due to a change in law or regulations, the increase will become effective the first day of the month following the month in which the Authority notifies the Tenant of the law or regulatory change.

**In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the change occurred.**

c. Transfers

If Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, Authority shall notify Tenant in writing and Tenant shall accept a new lease for a different dwelling unit of the appropriate size or design.

Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

If Tenant makes a written request for special unit features to accommodate a documented disability, Authority shall make reasonable modifications to Tenant's existing unit. In the event Authority cannot reasonably bear the cost and extent of the requested modifications Authority may accommodate the disability by transferring Tenant to another unit with the features requested at the Authority's expense.

A Tenant without a disability who is housed in an accessible or adaptable unit must transfer to another unit in the event the accessible or adaptable unit is needed to accommodate a tenant with a disability. Authority will bear the cost of such a transfer.

In the case of an involuntary transfer, Tenant shall move into the dwelling unit made available by the Authority within 15 days following delivery of a transfer notice. If Tenant refuses to move, Authority may terminate the Lease.

Involuntary transfers are subject to the Grievance Procedure and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies. Authority retains the right to limit the number of transfers in any one-month period.

**VIII. Authority Obligations**

Authority shall:

- a. Maintain the dwelling unit and the development in decent, safe, and sanitary condition;
- b. Comply with the requirements of applicable building codes, NYS housing codes, and any applicable HUD regulations materially affecting health and safety;
- c. Make necessary repairs to the dwelling unit in a timely manner;
- d. Keep development buildings, facilities, common areas, and grounds not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supply or required to be supplied by Authority and be repaired within a reasonable time period;
- f. Provide and maintain receptacles (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish, and other solid waste;
- g. Supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied directly by a direct utility connection.
- h. Notify Tenant of the specific grounds for any proposed adverse action by Authority. (Such adverse actions include, but are not limited to, proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

When the Authority is required to afford Tenant the opportunity for a hearing under Authority's grievance procedure for a grievance concerning a proposed adverse action the Notice of the proposed adverse action shall inform Tenant of the right to request such hearing and shall comply with applicable Federal, State and local requirements.

In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired, or, if a hearing is timely requested, the grievance process has been completed.

- i. Make reasonable accommodations when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. An accommodation is not reasonable if it requires a fundamental alteration in the nature of the program or imposes undue financial and administrative burden on the housing provider.

## **IX. Tenant Obligations**

Tenant shall:

- a. Not assign the Lease, or sublease the dwelling unit.
- b. Not give accommodation to boarders or lodgers or to long-term guests (in excess of 14 days) without the advance written consent of the Authority.
- c. Must be the tenant's sole residence and use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in part II of the lease and not use or permit its use for any other purpose. This provision does not exclude the care of foster children and live-in Care Givers of a member of tenant's Household, provided the accommodation of such persons conforms to the Authority's Occupancy standards and the Authority has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- d. Abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well being of the housing development and Tenants. These regulations shall be posted in a conspicuous manner in the development office, included in the tenant handbook, regularly published in the Resident Newsletter, on the CHA's website (cohoeshousing.org) and incorporated by reference in this Lease. Violation of such regulations shall constitute a violation of the Lease.
- e. Comply with the requirements of applicable state and local building and housing codes, materially affecting health and/or safety of Tenant and household
- f. Not tamper with any fire, smoke, or heat sensing equipment including, but not limited to taping, disconnecting, disabling in any way any sensor equipment or setting off a false alarm. Such tampering is considered criminal activity which directly threatens the health and safety of other residents and Authority employees.
- g. Keep the dwelling unit and such other areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant free from snow and ice, hazards and trash and keeping the yard free of debris and litter.
- h. Dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner and only in a place designated by the Authority or in containers approved or provided by the Authority. To refrain from and cause members of Tenant's household or guests to refrain from littering or leaving trash and debris in common areas.
- i. Use only in reasonable manner electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators.
- j. Refrain from, and cause household and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
- k. Pay reasonable charges for the repair of damages to the dwelling unit, development buildings, or common areas caused by Tenant, household members, or guests.
- l. Act and cause household members or guests to act in a manner that will:
  - Not disturb other residents' peaceful enjoyment of their accommodations; and
  - Be conducive to maintaining all Authority developments in a decent, safe, and sanitary condition.
- m. Assure that Tenant and all members of the household shall not engage in:
  - Any criminal, violent or drug-related activity on or off the Authority's premises that the Authority determines may interfere with or threatens the health, safety, or right to peaceful enjoyment of the

- Authority's public housing premises by other tenants, or employees of the Authority, or any other person lawfully on the Authority's property, or persons residing in the immediate vicinity of the premises or;
- Any violent, criminal or drug-related activity on or off the premises, or any activity by the Tenant, or household members in which the Authority determines that a Tenant is illegally using a controlled substance, or abuse of alcohol that the Authority determines or has a reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Housing Authority, or persons residing in the immediate vicinity of the premises or persons legally on the premises. Any violent or criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. It is not necessary that a criminal conviction be entered prior to terminating the lease pursuant to this paragraph. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use of possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in NYS Housing Code - Section 102 of the Controlled Substances Act.)
  - Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the CHA are not entitled to any grievance hearing.
- n. Assure that any guest of Tenant or any guest of any member of Tenant's household or any other person under Tenant's control shall not engage in:
- Any criminal, violent or drug-related activity on or off the Authority's premises that the Authority determines may interfere with or threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other tenants, or employees of the Authority, or any other person lawfully on the Authority's property, or persons residing in the immediate vicinity of the premises or;
  - Any violent, criminal or drug-related activity on or off the premises, or any activity by a guest in which the Authority determines that a guest is illegally using a controlled substance, or abuse of alcohol that the Authority determines or has a reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Housing Authority, or persons residing in the immediate vicinity of the premises or persons legally on the premises. Any violent or criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. It is not necessary that a criminal conviction be entered prior banning a guest pursuant to this paragraph. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use of possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in NYS Housing Code - Section 102 of the Controlled Substances Act.)
- o. Make no alterations, repairs or redecoration to the interior of the dwelling unit or to the equipment or to install additional equipment or major appliances without prior written consent of the Authority. Not to install or alter carpeting, resurface floors or alter woodwork. To make no changes to locks nor install new locks on any door or window without the Authority's prior written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (however, a reasonable number of picture hangers are acceptable) without prior authorization by the Authority.
- p. Give prompt prior notice to the Authority, in accordance with CHA policy, of Tenant's intent to leave the dwelling unit unoccupied for any period greater than thirty days. Prompt notice means notice given no more than ten (10) business days after the beginning of the absence.
- q. Act in a cooperative manner with neighbors and the Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, Authority staff and authorized contractors.
- r. Not display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearm (operable or inoperable) or other weapon that is illegal or is used in an illegal manner as defined by the laws and courts of the State of New York anywhere in the unit or elsewhere on the property of the Authority.
- Any firearm or other weapon that is permitted to be possessed under this provision must be kept in a locked and secure manner so that it is not accessible to adults outside of the Tenant's household or to any child under the age of 18 years.



- s. Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- t. Not obstruct sidewalks, areaways, galleries, passages, elevators, or stairs, and to use such areas only for going in and out of the dwelling unit.
- u. Refrain from erecting or hanging antennas, satellite dishes, or any other article on or from any part of the building or dwelling unit or any other structure without prior authorization and approval by the Authority and in accordance with the Satellite Dish Policy. Tenants not receiving authorization or approval by the Authority, the article(s) will be removed at the Tenant's expense. Charges will be assessed to the resident to cover labor and any damage caused to CHA property.
- v. Place no sign in or about the dwelling that violates applicable zoning ordinances. No sign that is visible to the public shall be posted in or around the dwelling without the prior written permission of the Authority.
- w. Assure that Tenant and all members of the household shall not keep, maintain, harbor, or board any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with any established and written Authority pet policy.  
If a person makes a written application to keep a service animal that is needed as a reasonable accommodation for a documented disability, the Authority will permit such animal subject to reasonable health and safety standards.
- x. Remove from Authority property any vehicles belonging to Tenant or to any Member of Tenant's Household or any Guest without valid registration and inspection stickers. Neither Tenant nor any member of Tenant's Household nor any guest shall park any vehicle in any right-of-way, fire lane or no parking area designated and marked by the Authority; or after delivery of an emergency parking notification (such as for snow removal). The Authority may remove from Authority property any inoperable or unlicensed vehicle or any vehicle parked in violation of the above rules without prior notice to Tenant and at Tenant's expense.
- y. Not conduct automobile repairs, including but not limited to fluid changes (oil, transmission, and brake) on Authority property. The cost of remediating any property damage caused environmental contamination caused by vehicles leaking oil or other fluids will be charged to the tenant.
- z. Not park or stand in any designated handicapped parking area unless a valid permit is visible on the vehicle. Vehicles without valid permits that are found in these locations will be towed at the owner's expense.
- aa. Remove all personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 20 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and/or disposal shall be assessed against the former Tenant.
- bb. Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, guests and neighbors. Tenant shall promptly notify the Authority of known need for repairs to the dwelling unit and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damages that result.
- cc. Not accept or receive any Federal, New York State or other housing assistance program benefits or assistance of occupancy of this or any other unit that is not disclosed to the Authority. Such conduct will be considered fraud and subject to any applicable civil or criminal penalty.
- dd. Not allow or invite any individual, who has been barred or banned from the Authority's property to be on any property owned by the Authority, including the Tenant's Leased Premises and any other property owned by the Authority including common areas. Knowingly inviting onto Authority property an individual who has been previously barred or banned from Authority property shall constitute a serious violation of the material terms of the Lease. For the purposes of this provision, a tenant shall be deemed to have knowledge of all persons that have been banned from the Authority's property whose names appear on a list of individuals banned from Authority property which is conspicuously posted in the same locations as the Authority's policies and procedures.
- ee. Report to the Authority or to the police all illegal activity Tenant witnesses on the property of the Authority.
- ff. For Federal housing residents only – The U.S. Department of Housing and Urban Development requires that each resident age 18 or older is required to complete 8 hours of community service each month during the term of the annual lease or lease renewal. Only those who are working 20 or more hours per week (per CHA policy); elderly (age 62 or older); disabled and unable to be gainfully employed; participating in a Welfare to Work Program; receiving TANF and participating in a required economic self-sufficiency program or is a full

time student are exempted. Each person must verify his or her exemption or compliance annually in accordance with the Community Service Policy.

- gg. To remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels; And to promptly notify management in writing of the presence of the following conditions: A water leak, excessive moisture, or standing water inside the leased premises; A water leak, excessive moisture, or standing water in any building or common room; Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution; A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises. Tenant shall be liable to the Owner for damages sustained to the leased premises or to Tenant's person or property as result of Tenant's failure to comply with the terms of this Rider.

**X. Defects Hazardous to Life, Health, or Safety**

In the event that the dwelling unit suffers damage which are hazardous to the life, health, or safety of the occupants;

Authority Responsibilities:

- a. Authority shall be responsible for repair of the unit within a reasonable period of time after receiving knowledge of the condition. Provided, however, that if the damage was caused by Tenant, Household Members, or guests, the reasonable cost of repairs (e.g. labor, parts, materials, replacement, etc.) shall be charged to Tenant and Tenant shall not be eligible to re-occupy the premises until such charges are paid and the Authority consents.
- b. During such time that the leased premises are not habitable by reason of damage or other conditions for which the Tenant is not responsible, The Authority shall offer Tenant alternative accommodations or a replacement dwelling unit, if available. Provided, however, that the Authority is not required to offer Tenant alternative accommodations or a replacement unit if the hazardous condition was caused by Tenant, Household Members, or guests.
- c. Tenant shall accept any reasonable alternative accommodations or replacement unit offered by Authority.
- d. In the event repairs cannot be made by Authority within a reasonable period of time or that alternative accommodations or a replacement unit are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value of the premises as a dwelling.
- e. If Authority determines that the dwelling unit is uninhabitable because of hazard to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, this Lease shall be terminated and any rent paid may be refunded on a prorated basis to Tenant.

Tenant Responsibilities:

- a. Tenant shall immediately notify the Project Manager of any damage to the premises or other condition that is hazardous to the life, safety or health of the occupants of the premises or to neighbors.
- b. In the event the Tenant considers only part of the premises to be uninhabitable but continues to reside in the portion of premises the Tenant considers habitable and believes he / she is justified in abating a portion of the rent, Tenant shall notify the Authority, in writing, prior to abating any portion of the rent and shall deposit the abated portion in a separate account or with a court pending judicial determination as to the justification for abatement.
- c. Tenant shall pay full rent less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.
- d. Tenant shall pay all rent owed if the damages or condition are determined to have been caused by Tenant, household member, or guest.

Inspections:

- a. Move-In Inspection: Prior to commencement of occupancy, a management inspection of the unit will be conducted and a copy of the signed inspection report will be placed in the tenant's file. The tenant will receive an inspection sheet and note any deficiencies, however minor, then sign and return the statement within 3 days of occupancy. After such time, tenant will be responsible for any deficiencies found in the apartment.
- b. 30-Day Inspection: Authority shall conduct a follow-up inspection within thirty days following the move-in inspection.
- c. Other Inspections: Authority may conduct a special inspection for preventive or routine maintenance, tenant housekeeping, unit condition, suspected lease violation, HUD, REAC or Insurance Agency requests and if there is reasonable cause to believe an emergency exists. Tenant will receive a written statement of the charges, if any, for damage.
- d. Move-Out Inspection: Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks notice, the Authority must offer, in writing, the opportunity to be present at an inspection to be made at least one week and not more than two weeks prior to the end of the tenancy. The Authority must provide at least 48 hours notice of the inspection date; must provide the tenant with an itemized statement specifying the repairs or cleaning that are proposed to be the basis for any deduction from the security deposit; and the tenant will have the opportunity to cure any such condition before the end of the tenancy.

## **XI. Entry of Premises During Tenancy**

### Tenant Responsibilities:

- a. Tenant shall permit the authorized agent, employee, or contractor of the Authority to enter Tenant's dwelling unit during business hours for the purpose of performing routine maintenance, making improvement or repairs, inspecting the unit, or showing the unit for releasing.
- b. When Tenant calls to request maintenance at the unit, entry for repairs will not require prior notice.

### Authority's Responsibilities:

- a. Authority shall give Tenant as least 48 hours written notice that Authority intends to enter the unit. Authority may enter only at reasonable times. Written notice will be given in one of the following ways: delivered in person, mail, electronic email or resident newsletter.
- b. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- c. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

## **XII. Notice Procedures**

### **1. Termination by Tenant**

Tenant may terminate this Lease at any time by giving the Authority **30 days advance written notice**.

The Authority will consider an apartment to be abandoned when a tenant has fallen behind in rent and is no longer residing on a regular basis in the apartment. Basis for a unit being considered abandoned are but not limited to the following:

- Power discontinued in the apartment
- Change of address notification to post office or not picked up
- Children no longer in Cohoes School District
- Rent unpaid
- Personal items removed from the apartment
- Tenant verbal notice of vacating apartment

In the event Tenant, in the absence of good cause, does not reside in the premises for 30 consecutive days without written notice to the Authority that such absence is temporary, the premises shall be deemed abandoned. If the Authority considers an apartment to be abandoned, the Authority will enter the apartment to conduct an emergency

inspection and attempt to notify the tenant in writing (delivered either in person, mail or electronic email) at the tenants apartment address that it considers the apartment abandoned. If the tenant does not respond to the Authority's written notice within 15 days of the date of notice, management will consider the apartment abandoned. Such abandonment shall constitute a violation of the lease and the Authority may recover possession of apartments abandoned by tenants through appropriate legal proceedings. Any possessions remaining in such apartment shall be deemed abandoned and the Authority shall be entitled to dispose of such property at its sole discretion.

## 2. Termination by Authority

(a) The Authority may terminate the lease for violations of the material terms of the lease as outlined in the Admissions and Continued Occupancy Policy as such including, but not limited to:

- (1) Non- payment of rent or other charges;
- (2) Willful misrepresentation or concealment by tenant of any material fact which would affect eligibility for admission or continued occupancy or rent to be paid;
- (3) Failure to fulfill Tenant Obligations or responsibilities as set forth in this Lease
- (4) Breach of rules and regulations of tenancy;
- (5) Failure to cooperate with Authority employees in the exercise of their duties.
- (6) Chronic delinquency in payment of rent;
- (7) Failure to provide verification of income when required;
- (8) Refusal of an offer to transfer from premises that are not suitable for the number of occupants in Tenant's Household.
- (9) Assignment or transfer of possession by tenant of record to other person or persons, without prior written consent of the Authority.
- (10) Non-desirability;
- (11) Use of the premises for illegal purposes by the tenant, or by any member of the tenant's household or any guest;
- (12) Any other breach, violation or failure to comply with any portion of the lease or Authority policy. The lease may not be renewed and the family may face eviction if the family has violated the requirements to perform community service or economic self-sufficiency program.

(b) Authority shall give written notice of the proposed termination of the Lease:

- (1) 14 days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened, including criminal and drug related activity, except that if the state or local law provides for a shorter period of time, such shorter period shall apply;
- (3) 30 days in any other case.

(c) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
- (2) When Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with Authority's grievance procedures.
- (4) When Authority is required to offer Tenant the opportunity for a grievance hearing under Authority's grievance procedure for a lease termination, the tenancy shall not terminate until the grievance process has been completed or the period to request a hearing has expired.
- (5) When Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and Authority has decided to exclude such grievance from Authority's grievance procedure, the Notice of Lease Termination shall state that Tenant is not entitled to a grievance hearing on the termination; and state whether the eviction is for a violent or criminal activity that threatens health or safety of residents or staff or for violent or drug-related criminal activity.

## Other Termination Information

In the event that Authority commences a proceeding to evict the tenant based upon non-payment of rent and the Tenant thereafter pays the rent, Authority shall not be precluded from proceeding to evict the tenant for other good cause.

Payment by Tenant of rent after the service of a lease termination notice shall not be deemed a waiver of the Authority's termination of the lease.

In deciding to evict for criminal, violent or drug-related activity, Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

Credit Reports and Credit Reporting - Tenants authorize a review and full disclosure of all consumer credit records concerning Tenants and authorize the Authority to use the information therein for purposes of collecting monies owed after vacating. Tenants further release any credit agent and Authority from any and all liability, which may be incurred as a result of collecting and supplying above listed firm with said information.

When Authority evicts a Tenant from a dwelling unit for criminal, violent or drug-related activity, Authority shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post will stop mail delivery for such persons and they will have no reason to return to the unit.

Authority has a strict policy with respect to violations of lease terms regarding alcohol abuse, illegal drug use, and violent and/or criminal activity. Tenants and/or other guests who engage in violent, drug-related or other criminal activity will face swift terminations and eviction action as outlined in this lease.

### **XIII. Waiver**

No delay or failure by Authority in exercising any right under this Lease agreement 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.

### **XIV. Housekeeping Standards**

In an effort to improve the livability and conditions of the apartments owned and managed by Authority, uniform standards for resident housekeeping have been developed for all Tenants.

#### Authority Responsibility:

The standards that follow will be applied fairly and uniformly to all tenants. Authority will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, Authority will notify Tenant in writing if he/she fails to comply with the standards and will advise Tenant of the specific correction(s) required to establish compliance. Authority will schedule a second inspection within a reasonable period of time. Failure of a second inspection will constitute a violation of the lease terms.

#### Tenant Responsibility:

Tenant is required to abide by the standards set forth below. Failure to abide by the standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

#### Housekeeping Standards – Inside Apartment

##### General

- a. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Floors should be clean, clear, dry, and free of hazards.
- c. Ceiling should be clean and free of cobwebs.
- d. Windows should be clean and not nailed shut. Screens and shades or blinds should be intact.
- e. Woodwork should be clean, free of dust, gouges, or scratches.
- f. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks should work.

- g. Heating and hot water units should be easily accessible and the surrounding area have uncluttered.
- h. Trash shall be disposed of properly and not left in the unit.
- i. Entire unit should be free of rodent or insect infestation.
- j. Units must be equipped with working smoke detectors, fire alarms, and fire sprinklers.

#### Kitchen

- a. Stove should be clean inside and out and free of food and grease (includes containers of grease).
- b. Refrigerator should be clean. Freezer door should close properly and freezer have no more than ½ inch of ice. Underneath and behind refrigerator should be clean and grease free.
- c. Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- d. Exhaust fans should be free of grease and dust.
- e. Sink should be clean, free of grease, and garbage. Dirty dishes should be washed and put away in a timely manner.
- f. Food storage areas should be neat and clean without spilled food.
- g. Trash/garbage should be stored in a covered container until removed to the disposal area.

#### Bathroom

- a. Toilet and tank should be clean and odor free.
- b. Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate size/length.
- c. Lavatory should be clean.
- d. Exhaust fans should be free of dust.
- e. Floor should be clean and dry.

#### Storage Areas

- a. Linen closet should be neat and clean.
- b. Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- c. Other storage areas should be clean, neat, and free of hazards.

#### Housekeeping Standards – Outside the Apartment & Miscellaneous

. Some standards apply only when the area noted is for the exclusive use of Tenant:

- a. Unit grounds and courtyards should be free of debris and trash. Exterior walls and porches should be free of graffiti.
- b. Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit and should not be flammable.
- c. Steps (front and rear) should be clean and free of hazards.
- d. Sidewalks should be clean and free of hazards.
- e. Storm doors should be clean and have all glass or screens intact.
- f. Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
- g. Hallways should be clean and free of hazards.
- h. Stairwells should be clean and uncluttered.
- i. Remove lint from dryers after use in the site laundry room facilities.
- j. Utility rooms should be free of debris and highly flammable materials.
- k. Snow shoveling from main sidewalks to porch (front and rear).
- l. Comply with extermination notices.
- m. Care for personal walkway space.
- n. Must move cars accordance with the Authority's snow removal policy.
- o. Must not use porches, entrances, or fences for hanging clothes.
- p. Christmas and other holiday lights must only be used seasonally and not cause any damage in their use.

#### **XV. Personal Liability**

Authority will not be responsible for any damage or loss to a tenant's personal belongings that are damaged or lost by the neglect, misconduct or indifference by another tenant, household member, or guest or any party over whom Authority has

no control. Authority will make any appropriate repair to the unit if necessary and charges may be applied to Tenant's account as a result.

**XVI. Personal Property**

If this Lease is terminated and Tenant is evicted from the Premises after default of payment of rent, charges or violation of any material terms of the lease, or if Tenant vacates the Premises upon the expiration of this lease or otherwise, and if the Tenant fails to remove any fixtures or other personal property prior to such termination, eviction, removal, or expiration of lease, or prior to the issuance of the final order or execution of a warrant of eviction, Authority shall send written Notice via first class mail to the lessee and to any listed contact person at their last known address. The Notice will give 10 days from the date of said letter for the former occupant to make arrangements with the manager to remove all personal property left on the premises. In the event that following 12 days from the date of said letter, Authority has received no response, all fixtures and other personal property shall be deemed abandoned by Tenant and shall become the property of Authority and shall be disposed of as necessary and in a manner that is in the best interest of Authority.

**TENANT AND TENANT HOUSEHOLD AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.**

**(SIGNATURES ARE REQUIRED ON PART I OF THE LEASE)**