
Part I of the Residential Lease Agreement: Terms and Conditions
Housing Authority of Northumberland County

THIS LEASE AGREEMENT (called the “Lease,” which includes Parts I and II) is between the Housing Authority of Northumberland County, (called “HANC” or the “Authority”) and the Tenant named in Part II of this lease (called “Tenant”). [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

- A.** HANC, using data provided by Tenant about income, household composition, and needs, leases to Tenant, the property (called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- B.** Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The HANC may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to the HANC’s policy on such activities. [966.4 (d)(1&2)]
- C.** Any additions to the household members named on the lease, including live-in aides and foster children, except for natural births, adoptions, and court awarded custody requires the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority’s screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. [966.4 (a)(2)&(d)(3)(I)] Tenant agrees to wait for the Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]
- D.** Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to HANC in writing, within 10 days of the occurrence. [966.4 (c)(1)& (2) & (f)(3)]

II. Lease Term and Amount of Rent:

- A.** The rent amount is stated in Part II of this Lease, for any initial partial month and successive full months.
- B.** Unless otherwise modified in accordance with Section VII, or terminated in accordance with Section XIV, or terminated for noncompliance of community service requirement, this lease shall automatically be renewed for successive terms of one year. [966.4 (a)(1)]
- C.** Rent stated in Part II of this lease shall remain in effect unless adjusted by HANC in accordance with Section VII herein. [966.4 (c)]
- D.** The amount of the Total Tenant Payment and Tenant Rent shall be determined by HANC in compliance with HUD regulations and requirements and in accordance with HANC’s Admissions and Occupancy Policy. [966.4 (c)]

- E.** Rent is **DUE** and **PAYABLE** in **ONE INSTALLMENT** in advance on the **first** day of each month and shall be considered delinquent after the tenth calendar day of the month. Tenant agrees to pay a late charge of \$15.00 if Tenant does not pay rent by the 10th day of the month. Rent may include utilities as described in Section VI below, and includes all maintenance service costs due to normal wear and tear. [966.4 (e)(1) & (30)] Payments made are applied: first, to any outstanding rent and/or charge balance and second, to current rent and/or charge balance. When HANC makes any change in the amount of Total Tenant Payment or Tenant Rent, HANC shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by HANC. If Tenant asks for an explanation, HANC shall respond in a reasonable time. [966.4 (c)(4)]

III. OTHER CHARGES:

- A.** In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]
- 1. Late Payment Charges:** As described in Paragraph II (E) above.
 - 2. Maintenance Charges:** The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, buildings or grounds beyond normal wear and tear, caused by Tenant, household members or guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Services and Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Services and Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. [966.4 (b)(2)]
 - 3. Lawn and Sidewalk Charges:** When Tenants are required to maintain lawn and sidewalk conditions and fail to do so, a \$15.00 charge will be assessed. This charge increases by \$5.00 for each subsequent assessment during the season.
 - 4. Excess Utility Charges:** At developments where utilities are provided by HANC, a charge shall be assessed for excess utility consumption. This charges does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
 - 5. Installation charges** for Tenant-supplied air conditioners or clothes dryers.
 - 6. Charge for checks returned** for non-sufficient funds or drawn on closed accounts (\$20.00 charge per incident). Tenant who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

7. Cleaning Charges: Tenants are required to maintain certain cleanliness standards within the dwelling units. When the Authority determines that a Tenant's dwelling does not meet these standards, HANC may employ the services of a janitorial company to clean the unit, and charge the Tenant for the services provided.

8. Collection of other charges: Upon any such charges becoming **DUE AND PAYABLE** as aforesaid, such charges shall be **COLLECTIBLE** the same as rent in any proceeding before any court.

- B.** The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives Authority written notice of the charge. [966.4 (b) (4)]

IV. PAYMENT LOCATIONS

- A.** Rent and other charges are payable by check or money order only. Payments may be paid at the Development Office or the Applications Office as posted. After the tenth day of the month, all rent and charges due for that month or, past due **MUST** be paid at the Applications Office, at 50 Mahoning Street, by mail or by the Tenant.
- B.** Prepayments of rent will be accepted at any Development Office.

V. SECURITY DEPOSIT:

- A. Tenant Responsibilities:** Tenant agrees to pay an amount equal to \$99.00. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)] Tenant understands that unpaid balances of security deposits shall be collectible the same as rent or other charges, including proceedings before any court.
- B. HANC's Responsibilities:** The Authority will use the Security Deposit at the termination of this Lease:
 - 1.** To pay to cost of any rent or any other charges owed by Tenant.
 - 2.** To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 - 3.** To pay the cost for the replacement of the lock(s) if all assigned keys are not returned.
- C.** 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 after Tenant has vacated, and the dwelling unit has been inspected by the Manager or designee on behalf of the HANC.
- D.** The return of a security deposit shall occur within 30 days after Tenant moves out. The Authority agrees to return the Security Deposit (after the Tenant vacates), less any deductions for costs indicated, so long as Tenant furnishes Authority with a forwarding address in writing. If any deductions are made, the Authority will furnish Tenant with a written statement of costs for damages and/or other charges deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES [966.4 (b)(1)]

- A. HANC Supplied Utilities:** If indicated by a (X) on Part II, the Authority will supply the indicated utility. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a range and refrigerator. Other major electrical appliances (such as air conditioners, freezers, extra refrigerators, washer, dryers, second TV or second stereo, etc.) may be installed and operated only with the written approval of the Authority. A monthly service charge may be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted at the Development Office. [966.4 (b)(2)]
- B. Tenant-Paid Utilities:** If Tenant resides in a development where the Authority does not supply electricity and/or natural gas, heating fuel, water, sewer service, trash collection, an Allowance for Utilities is established, appropriate for the size and type of dwelling unit. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant and the utility supplier of the Tenant's choice each month. [913.102] HANC may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the **ACTUAL** bill to the supplier. If Tenant's actual utility bill is **LESS** than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- C. Tenant Responsibilities:** Tenant agrees to pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection for such utility. The Tenant agrees to authorize the utility company or companies to provide the Authority with Third Party Notification of disconnection of utility service. Tenant agrees not to misuse or waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any government body regulating utilities or fuels. [966.4(f)(8)] The use of space heaters is prohibited.

VII. TERMS AND CONDITIONS:

- A.** The following terms and conditions of occupancy are made a part of this Lease:
- 1. Use and Occupancy:** Tenant shall use and occupy the premises exclusively as a private dwelling for Tenant and other household members listed on lease and for no other purpose and only during such time as Tenant may be eligible; however, with prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit [966.4 (d) (1) and (2)]
This provision permits reasonable accommodation to Tenant's guest or visitors for a period not in excess of forty-eight (48) hours. **TENANT MUST REGISTER ALL GUESTS WITH THE DEVELOPMENT OFFICE WHO VISIT MORE THAN FORTY-EIGHT (48) HOURS. WITH NOTICE TO THE DEVELOPMENT OFFICE AND**

APPROVAL BY THE HOUSING COORDINATOR, VISITORS MAY STAY UP TO 14 DAYS PER YEAR PER VISITOR.

2. Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the HANC cannot make any reasonable accommodation that would enable Tenant to comply with the lease **THEN**; the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's lease. If there are no family members who can or will take responsibility for moving Tenant, the HANC will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3] At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

3. 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:

a. The status of each household is to be recertified at least once a year. [960.209] Tenants paying FLAT RENT shall have their incomes reexamined every three years. At the annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

b. Tenant promises to supply the Authority, when requested, accurate information about: household composition, age of household members, income and source of income of all household members, assets, community service activities, the need for Reasonable Accommodations, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)] Failure to supply such information when requested may result in an automatic increase in the Tenant's rent to an amount equal to the Fair Market Rent designated by HUD for the Authority's jurisdiction for the appropriated size unit. and/or termination of lease All information must be verified. Tenant agrees to comply with Authority requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [966.4 (c)(2)] The HANC shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Occupancy Policy, publicly posted in each

Development Office. A copy of the policies can be furnished on request (at the expense of the person making the request).

B. Rent will not change during the period between regular recertification, UNLESS during such period: [960.209 (b)]

1. A person with income joins or leaves the household.
2. Tenant can verify a change in his/her circumstances (such as an increase or decrease of income) that would justify a reduction in rent. [913.107], EXCEPT, that rent shall not be reduced if a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. When a reduction is granted, Tenant must report **subsequent increases** in income within 10 days of the occurrence, until the next scheduled recertification. **(Failure to report within the 10 days may result in a retroactive rent charge and is considered a serious Lease violation.)**
3. It is found 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, the Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
4. Tenants with sporadic income may be considered as misrepresenting facts **if** termination with "good cause" cannot be verified and/or documented or inactivity with temporary employment due to the tenant's refusal or non-acceptance of available assignment.
5. Rent formulas or procedures are changed by Federal law and regulation.

C. TENANT AGREES TO REPORT AND SUBMIT TO DEVELOPMENT OFFICE A SIGNED STATEMENT REGARDING ANY AND ALL CHANGES IN FAMILY COMPOSITION OR INCOME WITHIN TEN (10) DAYS OF SUCH CHANGE. FAILURE TO REPORT WITHIN THE 10 DAYS MAY RESULT IN A RETROACTIVE RENT CHARGE [966.4 (c (2))]

1. The obligation of Tenant and Tenant's family to report such change is deemed a material term and condition of this Lease. Changes must be reported on the form provided by HANC, copies of which are available at the Development Office. Tenant further agrees to execute any and all necessary forms, releases or authorizations to be used by the Authority in obtaining verifications from all sources of income, assets, expenses, or other data as required by applicable HUD rules.
2. This Lease will not be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the household for size unit it is currently occupying.

D. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported and verified change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.
3. In case of an increase in earned income (including wages, pension benefits, and social security), the Authority shall adjust the rental increase at the time of the annual recertification if properly reported by the Tenant.
4. In the case of a rent increase due to misrepresentation, failure to report a change in household 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.
5. Rent will not be adjusted for decrease in income caused by the Tenant's willful non-compliance of an Agreement of Mutual Responsibility (AMR), failure to participate in economic self-sufficiency program, failure to comply with a welfare work activities program, welfare fraud, or for other income decreases caused by Tenant's own actions.
6. Tenants that take work to obtain the deferral of income and have patterns of employment termination without "good cause" to avoid being employed at the time of the next regular recertification will be considered as misrepresenting the facts and subject to retroactive increases as described in B 3 and 4 above.

E. Transfers [966.4 (c)(3)]

1. Tenant agrees that if the Authority determines the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the HANC shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. The Authority may move a Tenant into another unit if it is determined necessary during rehabilitation of any Tenant's unit.
3. If Tenant makes a written request for special unit features in support of a documented disability or handicap, the HANC shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A Tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 5 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease. [966.4

(c)(3)] Costs associated with involuntary transfers may be paid by the Authority. 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. [966.4 (c)(4)]

6. Tenants may request transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

VIII. THE AUTHORITY'S OBLIGATIONS: [966.4 (e)]

A. The HANC shall be obligated to:

1. Maintain the dwelling unit and the site in decent, safe and sanitary condition [966.4 (e)(1)]
2. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [966.4(e)(2)]
3. Make necessary repairs to the dwelling unit [966.4 (e)(3)]
4. Keep site buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [966.4(e)(4)]
5. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority [966.4(e)(5)]
6. Provide and maintain appropriate receptacles and facilities (except container for the exclusive indoor use of an individual Tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease [966.4(e)(6)]
7. 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 to be equipped for that purpose, or where heat, electricity or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection. [966.4(e)(7)]
8. Notify Tenant of the specific grounds for any proposed adverse action by the HANC. (Such adverse action includes, but is not limited to, a 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 the HANC grievance procedure for a grievance concerning a proposed adverse action:
 - a. The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - b. 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 hearing was a timely request) the grievance process has been completed. [966.4(e)(8)]

IX. TENANT'S OBLIGATIONS:

A. Tenant shall be obligated to:

1. Tenant shall not assign this Lease, sublet or transfer possession of the premises [966.4 (f) (1)]
2. Not to give accommodation to boarders/lodgers [966.4 (f) (1)] whether paying or not, without the written consent of the Authority.
Not to give accommodation to long-term guests (in excess of 48 hours) without the advance written consent of the Authority.
3. To 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 to use or permit its use for any other purpose [966.4 (f) (3)]. This provision does not exclude the care of foster children or live-in care of a member of Tenant family, provided the accommodation of such person conforms to the Authority's occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d) (3) (i)]
4. Abide by necessary and reasonable regulations set by the Authority for the benefit and well being of the housing site and Tenants. These regulations are posted in a conspicuous manner in each site office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4(f)(4)]
5. Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household [966.4(f)(5)]
6. Keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from snow, ice, and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4(g)] Tenant shall pay reasonable charges for these tasks if not performed by Tenant. Written pre-approval must be obtained from the Authority before this exception is effective.
7. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority [966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas or galleries.
8. Use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenance including elevators. [966.4(f)(8)]
9. Refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or common areas. [966.4(f)(9)]
10. Pay reasonable charges (other than for wear and tear) for the repair of damages or cleaning to the dwelling unit, site building, facilities, or common areas caused by Tenant, household members or guests [966.4(f)(10)]

- 11.** Act and cause household members or guests to act in a manner that will:
 - a.** Not disturb other Tenant' peaceful enjoyment of their accommodations; and
 - b.** Be conducive to maintaining all Authority sites in a decent, safe, and sanitary condition. [966.4(f)(11)]
- 12.** Assure that Tenant, any member of the household, or guest, shall not engage in:
 - a.** Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HANC's public housing premises by other Tenants or employees of the Authority, or;
 - b.** Any drug-related or alcohol-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purpose 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, a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4(f)(12)]
- 13.** Make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment including mini-blinds, or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- 14.** Give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for any period over one week.
- 15.** Act in a cooperative manner with neighbors and Authority 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 and Authority staff.
- 16.** Not to display, use, or allow Resident's household members or guests to display or use any firearms (operable or inoperable) or other offensive weapons (as defined by Pennsylvania at PA C.S.A 18.908) in violation of the laws of the Commonwealth of Pennsylvania anywhere on the property of the Housing Authority.
- 17.** Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- 18.** Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- 19.** Refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the dwelling unit, building or HANC property.
- 20.** Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.

21. Refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animals of any nature, in the dwelling unit except in accordance with the HANC pet policy, unless a verified physical handicap warrants the use of a pet.

22 REGISTER ANY AND ALL MOTORIZED VEHICLES WITH THE AUTHORITY AND OBTAIN A PARKING STICKER WHICH SHALL BE DISPLAYED IN THE REAR WINDOW FOR IDENTIFICATION BY AUTHORITY PERSONNEL. Vehicles that are obviously "junk" unlicensed, or do not possess a valid inspection or registration sticker, shall be removed from within the boundaries of the development by the Tenant. Upon failure to remove such vehicles, after proper written notice is given in accordance with state or local ordinances the vehicle will be removed by Authority at Tenant's expense.

23. Refrain from parking any vehicles in any right-of-way or fire lane, service drives or lawns, or any other areas designated and marked by the Authority. Automobile repairs are not permitted on any HANC site.

24. Remove any personal property left on Authority property when Tenant leaves, abandons, or surrenders the dwelling unit. After 30 days, property left shall be deemed abandoned and will be disposed of by the Authority. All costs for storage and disposal shall be assessed against the Tenant. The Tenant hereby appoints the Authority or its employees as agent to remove all personal property of whatever nature, including furniture, furnishings and equipment left in or on the premises after s/he personally vacates the premises. The Tenant hereby appoints the Authority or its employees as agents to hold the said property for thirty (30) days and if not claimed by Tenant during the thirty (30) days after the Tenant has personally vacated the premises, the Authority is authorized to dispose of or turn over the property to any charitable institution. The Tenant hereby exonerates the Authority, from any liability for loss or damage for removal of said property from the premises and from any liability for disposal of said property after thirty (30) days from the time the Tenant personally vacates the premises. Provisions within this paragraph may be waived at the discretion of the Executive Director.

25. Use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEEDED REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Site. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

26. Not to commit any fraud in connection with any Federal housing or income assistance program, and not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

27. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

28. For each adult in the tenant household, to perform at least 8 hours per month of qualifying community service (as specified by the Authority) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution or participating in some other qualified training program.

29. Tenant agrees to obtain photo identification cards upon signing of lease for all household members aged 5 or older who are named on the lease.

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event the dwelling unit is damaged, through no fault of the Tenant, to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants [966.4(h)]:

A. The Authority shall be responsible to:

1. Repair the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h) (2)].

2. Offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if Tenant household members, or guests caused the hazardous condition. [966.4(h)(3)]. Tenant shall accept any replacement unit offered by the Authority.

3. Abate rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs cannot be made and alternative accommodations are unavailable as described above. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests. [966.4(h)(4)]

4. Terminate the Lease and refund any unearned rent paid to Tenant, if the Authority determines the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant.

B. The Tenant shall be responsible to:

1. Immediately notify Housing Coordinator of damages, which are hazardous to life, health or safety.

2. Pay reasonable costs for repairs if the damage was caused by Tenant, household members or guests. [966.4(h)(2)]

3. Accept a replacement unit offered by the Authority, if repairs cannot be made within a reasonable time.

XI. INSPECTIONS:

A. **Move-in Inspection:** The Authority and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority

and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] Any deficiencies noted will be corrected by the Authority within ten (10) days at no charge to Tenant.

B. Move-out Inspection: The Authority will inspect the unit within thirty (30) days of when Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to Authority. [966.4 (i)]

1. Keys, photo identification cards, and parking stickers must be returned to Authority by the time and date the dwelling unit is vacated.

2. If Tenant vacates without notice to Authority, appropriate damage and cleaning charges together with all due and unpaid rent charges and lock change charges will be made against the security deposit.

C. Housing Standards Inspections: In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

1. Authority responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit AT LEAST ANNUALLY, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. After a second failed inspection, Tenant will be advised of agencies in the area that he/she may contact for housekeeping instruction or free or low cost assistance in house cleaning. Upon failure of a third inspection, the Authority will contract with a janitorial company to clean the apartment, and charge the Tenant the cost of cleaning.

2. Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping 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 and/or maintenance service charges.

a. General

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

2. Floors: should be clean, clear, and free of hazards.

3. Ceilings: should be clean and free of cobwebs.

4. Windows: should be clean and not nailed shut Window shades should be intact. No mini-blinds or additional curtain rods are to be added.

5. Woodwork: should be clean, free of dust, gouges, or scratches.

6. Doors: should be clean, free of grease and fingerprints. Doorstops should be intact. Locks/knobs should work properly.

7. Heating units: should be dusted and access uncluttered.

8. Trash: shall be disposed of properly and not left in the unit.

9. Entire unit should be free of rodent or insect infestation.

10. All living spaces must be free of accumulated clutter, such as excess furniture, newspapers, boxes, etc.

b. Kitchen

1. Stove: should be clean and free of food and grease.
2. Exhaust fan: should be free of grease and dust.
3. Refrigerator/freezer: should be clean and close properly.
4. 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.
5. Sink: should be clean, free of grease and garbage. Dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

c. Bathroom:

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of mildew or mold. Where applicable, shower curtains should be in place and of adequate length.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust
5. Medicine cabinets: should be clean and neat.
6. Floor: should be clean and dry.

d. Storage areas:

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.
4. Closet doors: should be clean, on track, and working properly.

e. Outside the unit:

1. Yards: should be free of debris, trash, and abandoned vehicles. Exterior walls should be free of graffiti.
2. Porches and steps (front and rear): should be clean and free of hazards. Items stored outside shall not block passage.
3. Trash pad areas: should be clean and free of debris. Items stored may include grills, bicycles (operable only), recycling buckets, trash can, and furniture designed for outdoor use (picnic table, lawn chairs, etc.)
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with screens intact.

6. Parking lot: should be free of abandoned cars. No car repairs, washing or waxing vehicles, or keeping unregistered, uninsured, or unlicensed vehicles in bays or lots.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. (Remove lint from dryers after use).
10. Storage room: should be free of debris, motor vehicle parts, and flammable materials.

XII. ENTRY OF PREMISES:

A. Tenant Responsibilities:

1. Tenant agrees the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8 a.m. to 5 p.m.) For the purpose of performing routine maintenance, making improvement or repairs, inspecting the unit, or showing the unit for re-leasing. [966.4(j)(1)]
2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. However, all maintenance work is scheduled at the convenience of, and according to the priorities of, the Authority. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Authority's Responsibilities:

1. Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. [966.4(j)(1)]
2. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe an emergency exists. [966.4(j)(2)]
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a copy of the workorder or other notice specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4(j)(3)]

XIII. NOTICE PROCEDURES

- A. Tenant Responsibility:** Any notice to the Authority must be in writing, delivered to the Site Office or to the Authority's Administrative Office, or sent by prepaid first-class mail, properly addressed. [966.4(k)(1)(ii)]
- B. Authority Responsibility:** Notice to Tenant must be in writing, delivered to Tenant's address, or sent by first-class mail addressed to Tenant. [966.4(k)(1)(I)] Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned or unopened, canceled, first class

mail returned by the Post Office. If Tenant is visually impaired, all notices will be provided in an accessible format or manner. [966.4(k)(2)]

XIV. TERMINATION PROCEDURES:

A. The following procedures must be followed by Authority to terminate the Lease:

1. This Lease may be terminated by the Authority for serious or repeated violations of material terms of the Lease or for other good cause. [966.4(1)(2)] Other serious or repeated violations of terms shall include but are not limited to:

- a.** Failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section IX above.
- b.** Failure to pay rent or other payments when due.
- c.** Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth of the month. Three such late payments within a 12 month period shall constitute repeated late payment; [966.4(1)(2)]
- d.** Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (1)(2)]
- e.** Misrepresentation of household income, assets, or family composition [966.4(c)(2)]
- f.** Giving accommodations to Boarders and Lodgers.
- g.** Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process re-certifications. [966.4(c)(2)]
- h.** Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit (including the disabling of the smoke detector(s)), common areas, grounds, or parking areas of any site; [966.4(1)(2)]
- i.** Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other Tenants, or any drug-related or alcohol-related criminal activity. [966.4(1)(2)]
- j.** Possession or use of any offensive weapon, operable or inoperable, or any possession or use of any illegal drug. [966.4(1)(2)]
- k.** Fire on Authority premises caused by carelessness, failure to supervise children or unattended cooking. [966.4(1)(2)]
- l.** Termination of income from the Department of Welfare for failure to comply with Federal or State income assistance program guidelines.
- m.** Three failed housing standards inspections and/or failure to complete Homemaker Skills Program.
- n.** Noncompliance with community service requirement.

2. Proposed Termination Notice

HANC shall give written notice of the proposed termination of the Lease of:

- a.** 14 days in the case of failure to pay rent;
- b.** reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or Authority staff is threatened;
- c.** 30 days in any other case.[966.4

(1) (l)(3)(i)(A), (B) (C)] (c)

3. The notice of termination:

a. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine HANC documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

b. When HANC 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 HANC's grievance procedures. [966.4 (l)(3)(ii)]

c. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

d. When HANC is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under HANC's grievance procedure, the tenancy shall not terminate

(even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]

e. When HANC is not required to offer Tenant the opportunity for a hearing under the grievance procedure and HANC has decided to exclude such grievance for HANC grievance procedure, the notice of lease termination shall (1) state that Tenant is not entitled to a grievance hearing on the termination; (2) specify the judicial eviction procedure to be used by HANC for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as

defined in HUD regulations; and (3) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (1)(3)(v)]

f. HANC may evict Tenant from the unit only by bringing a court action. [966.4 (1)(4)](d) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.

4. In deciding to evict for criminal activity, The Authority shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effect the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that household members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a household member who has engaged in the illegal use of drugs or criminal use of alcohol, to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (1)(5)]

5. When a Tenant is evicted, the Authority shall notify the post office serving that dwelling unit that such individual or household is no longer residing in the unit and the post office will stop mail delivery.

B. Tenant may terminate this Lease at any time by giving thirty (30) days advance written notice to Authority.

XV. WAIVER

No delay or failure by the HANC 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.

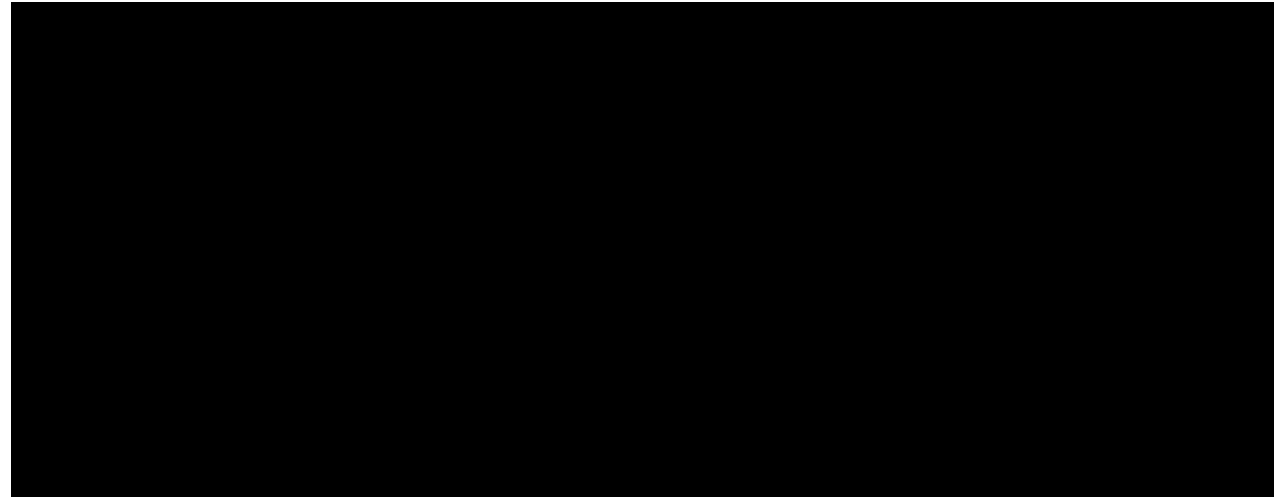
TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE (PARTS I AND II) HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

PART II: SAMPLE RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is executed between the Housing Authority of Northumberland County _____ (herein called "HANC" or the "Authority"), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____ [966.4 (a)]

(1) Unit: That the HANC, 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 I of this Lease agreement) the dwelling unit LOCATED at _____ Milton, PA 17847 (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____ [966.4 (a)]

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.



(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of \$ 0.00 from HANC for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning / / and ending at midnight on / /. Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (10th) day of said month. A utility reimbursement of \$ 0.00 per month (if applicable) shall be paid to the utility supplier by HANC for the Tenant. [966.4 (b)(1)] This is the flat rent for the Premises \$ _____. This rent is based on the income and other information reported by the Resident

(5) Utilities and Appliances: HANC-Supplied Utilities [966.4 (b)(1)]

If indicated by an (X) below, HANC provides the indicated utility as part of the rent for the premises:

() Electricity () Natural Gas () Heating Fuel () Water () Sewerage () Other

HANC shall provide the following appliances for the premises: HANC shall provide a Range and Refrigerator.

(6) Utility Allowances: Tenant-Paid Utilities [5.632] If indicated by an (X) below, HANC shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ for the following utilities paid directly by the Tenant to the Utility supplier:

() Electricity () Gas () Heat () Water () Sewerage () Trash removal ()

Tenant-supplied cooking range () Tenant-supplied refrigerator

(7) Charges for Excess Appliances (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following: [966.4 (b)(2)]

Air Conditioners: An additional charge of \$7.00 per month will be payable for each air conditioner in the premises **for each month of occupancy.**

Other Appliances: If checked below, an additional charge of \$ 9.00 per month for each month of occupancy for each excess appliance on the premises.

- () Freezer, type () Extra Refrigerator
- () Second color TV () Second Stereo
- () Automatic washer () Other:

(8) Security Deposit: Tenant agrees to pay \$99.00 Security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

(9) Lead Safety: The HANC shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

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

TENANT _____
 CO-TENANT _____
 CO-TENANT _____
 MANAGER: _____
 WITNESS: _____

DATE _____
 DATE _____
 DATE _____
 DATE _____
 DATE _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the HANC before execution of the lease, or before the HANC approval for occupancy of the unit by the Household member. I further certify that all

information or documentation submitted by myself or other Household members to HANC in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, HANC has provided the tenant with the following attachments and information:

- Part I of this Lease
- Pet Policy
- Standard Maintenance Charges (May be updated)
- Lead Hazard Information Pamphlet
- Lead Disclosure Addendum Grievance Procedure (May be updated)