

1. This lease is subject to the terms and conditions set forth in this agreement.

- A. Management, using data provided by tenant about income, household composition, and needs; leases to Tenant, the property (called “premises” or “dwelling unit”) described above in this lease agreement, subject to the terms and conditions contained in this lease.
- B. Premises must be used only as a private residence, solely for Tenant and the household members named in this lease.
- C. The tenant’s household is composed of the individuals listed above. (Other than the head or spouse each household member should be listed by age, oldest to youngest.) All adult members of the household shall execute the lease.
- D. Any additions or deletions to resident lease shall be made in accordance with the HACP Admissions and Continued Occupancy Policy, which may be amended from time to time.
- E. If any household member ceases to occupy the unit, the Tenant will give prompt written notice of the change to management. Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to Management in writing, within **10 days** of the occurrence.

2. Term Of Lease and amount of rent

- A. The initial of this lease shall begin on _____ and shall end midnight on the last day of the same calendar month. This lease shall be automatically renewed for successive terms of one month each, unless otherwise terminated. The regulations imposed on the Housing Authority of the City of Passaic by the Department of Housing and Urban Development require that rent be re-adjusted annually, and this will be done with your lease.
- B. Management shall determine the amount of the Tenant rent in accordance with HUD regulations and requirements, and Management admission and occupancy policy. The initial monthly rental, or Tenant rent, is \$_____.
- C. The amount of Tenant rent is subject to change as determined by Management. The Tenant shall pay the initial Tenant rent and any rent changes determined by Management. This rent will remain in effect unless and until it is changed by Management in accordance with Section 6.
- D. Management shall notify the Tenant of any change in rent and such notice shall specify the date the change becomes effective.
- E. The Tenant rent is payable in advance on the 1st day of each month at the main office located at 52 Aspen Street, Passaic, New Jersey, upon presentation of the authority rent statement; or such other location as Management may designate.
- F. The Tenant shall pay a late charge according to the schedule of late charges established by management. If the rent is not paid on or before the 5th calendar day of the month, Management shall notify the Tenant of any late charges which are due. The late charge shall be \$25.00 and be imposed on the 5th calendar day if rent has not been paid.
- G. When Management makes any change in the amount of total Tenant payment or Tenant rent, Management shall give written notice to the 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 management. If Tenant asks for an explanation, Management shall respond in a reasonable time.

3. Security Deposit:

- A. The Tenant shall pay the sum of one (1) month's rent as a security deposit, upon signing this lease. Security Deposit will be maintained in an interest bearing account at:
- PNC BANK**
- Or such other bank as may be designated upon notice to the tenant
- B. Management 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 the termination of the lease.
 - (2) To reimburse the cost of repairing any accidental, intentional or negligent damages to the dwelling unit caused by tenant, household members or guests.
 - (3) To reimburse for the cost of removal or storage of household possessions and personal belongings.
- 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 Management.

The return of a Security Deposit shall occur within 30 days after Tenant moves out. Management agrees to return the Security Deposit with interest earned, if any, less any deductions for any costs indicated above. If any deductions are made, Finance Department will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

4. Utilities

Management agrees to furnish the following utilities in accordance with the current Schedule of Utilities posted in the Project Office: Gas, Electric and Water. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Management agrees to furnish heat as specified by local law: 68°degrees from 6:00am to 11:00pm and 65°degrees from 11:00pm to 6:00am, from October 1st to May 1st. In accordance with the provisions of the Admissions and Continued Occupancy Policy, the Tenant agrees to pay for excess use of utilities that result from the use of Tenant- Owned heavy duty appliances, i.e.; air-conditioners, freezers, etc. Assessment will be in accordance with current kilowatt schedule issued annually by the Public Service Electric and Gas Company.

- A. At Chestnut Gardens complex and Miller Apartments, the HACP agrees to furnish sewerage and cold water at no charge to the resident. The resident agrees to pay all other utilities including: heat, hot water, cooking gas and electric.
- B. Residents of Chestnut Gardens and Miller Apartments will receive a utility allowance in the form of a rent reduction, in accordance with utility allowance schedule developed annually by outside consultants.

5. Additional Charges

In accordance with the Admissions and Continued Occupancy Policy, The Tenant will also be required to pay reasonable charges for the following:

- A. Tenant will pay reasonable charges for damages beyond ordinary wear and tear caused by the tenant, members of the household, or guests.
- B. **Late Rent Charges-** Tenant will pay reasonable charges for late rent payments of rent beyond the 5th calendar day of the month in accordance with the Schedule of Late Charges in effect at the time. Such schedule is available for examination in the Management office.

- C. **Court Costs-** Court Costs will be assessed in any instance that Management is required to use legal assistance for eviction purposes in accordance with established State Law for same.
- D. If it becomes necessary for Management to employ an attorney and bring court proceedings against the Tenant to terminate this lease and evict the Tenant from the premises. The Tenant shall be obliged to pay reasonable attorney's fees. The court costs are fixed by the court.

6. Redetermination of Rent, Dwelling Size, and Eligibility

The rent amount as fixed in Section 2 of the lease Agreement is due each month until changed as described below.

- A. The status of each household is to be re-examined at least once a year.
- B. Tenant promises to supply Management, when requested, with accurate information about: household composition; age of household members, income and source of income of all household members, assets, and related information necessary to determine eligibility, annual income, adjusted income, rent, and declaration of citizenship.
 - (1) Failure to supply such information when requested is a serious violation of the terms of the lease and Management may terminate the lease or impose a flat rent.
 - (2) All information must be verified. Tenant agrees to comply with Management requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.
 - (3) Management shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by Management 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 Continued Occupancy Policy, which is publicly posted in the Management Office. A copy of the policies can be furnished on request at the expense of the person making the request, and at a cost of \$0.25 cents per page.

- C. Rent will not change during the period between regular examinations, UNLESS during such period:
 - (1) A person with income joins the household.
 - (2) Tenant can verify a change in his/her circumstances (such as decline in loss of income) that would justify a reduction in rent.
 - (3) If a reduction is granted, Tenant must report **subsequent increases** in income within **10 days of the occurrence**. (Failure to report within the 10 days will result in a retroactive rent charge.)
 - (4) 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 then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred and/or repossession of apartment unit.
 - (5) Rent formulas or procedures are changed by Federal law or regulation.
 - (6) An error is found in the rent calculation.

- D. All changes in household composition must be reported to the Housing Manager within **10 days** of the occurrence. Failure to report within the **10 days** will result in a retroactive rent charge and/or legal action to recover possession of the apartment unit.
- E. Rent Adjustments: Tenant will be given 30 day written notice of any rent increase. All notices will state the effective date of the rent adjustment. Such notification is deemed given when the rent notice is mailed.
 - (1) 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, 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 on the first of the month following 30 days' notice to the family.
 - (3) 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 misrepresentation occurred.

7. Tenant's Right to Occupy and Use

- A. The Tenant shall have the right to exclusive use of the dwelling unit, and shall occupy it as the tenant's sole residence. The Tenant shall not assign this Lease, nor sublet the dwelling unit, nor take in any borders or lodgers. A boarder or lodger need not make payments to the Tenant for the Tenant to violate the lease in this way.
- B. The Tenant shall not use or permit the use of the dwelling unit for any purpose other than as a private dwelling solely for Tenant and the Tenant's Household, as identified above.
- C. Written permission must be obtained from Management if guests will remain in apartment for more than 5 days. Under no circumstances can guest remain in an apartment for over **14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.**

8. Transfers

- A. In accordance with the Admissions and Continued Occupancy Policy, Tenant agrees that if Management determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs. Management shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- B. Management may move a Tenant into another unit, if it is determined necessary to rehabilitate Tenant's unit. Management will be responsible for moving fees and disconnection/reconnection fees.
- C. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, Management shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested. Nothing in this section shall require Management to provide the Tenant with any special unit features.
- D. A Tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features in the event a Tenant with disabilities requires a unit with special features.
- E. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by Management. Tenant shall be given **10 days** time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

- F. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until (1) the time to request a Grievance has expired or (2) the grievance process has been completed.
- G. Management will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy and the Transfer Policy.
- H. Transfer Policy: Transfers shall be made in accordance with the HACP policies as they may be amended from time to time.

9. Obligations of Management

Management shall be obligated:

- A. To maintain the premises and the development in decent, safe and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the dwelling unit.
- D. To keep buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Tenants household) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant. Trash separation for municipal/county recycling programs is the Tenant's responsibility and any fines for non-compliance are the sole responsibility of Tenant.
- G. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local ordinances; except where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- H. To notify Tenant of the specific grounds for any proposed adverse action by management. (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 Management is required to afford Tenant the opportunity for a hearing under the Grievance Procedure for a grievance concerning a proposed adverse action:
 - (1) 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 24CFR 966.4 (1) (3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

10. Obligations of Tenant

The Tenant shall be obligated:

- A. Not to assign the lease, nor sublease the dwelling unit.
- B. Not to provide accommodations for boarders or lodgers, in violation of Section 7C of this lease.
- C. To use the dwelling place solely as a private dwelling for the Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of Foster children or live-in aides of Tenant's family provided the accommodation of such persons conforms to Management's occupancy standards.
- D. To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing development and the Tenant's which regulations shall be posted in the Management office and incorporated by reference in the Lease. Violation of such regulations constitutes a violation of the Lease.
- E. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety.
- F. To keep the dwelling unit and such other areas as may be assigned to the Tenant's exclusive use in a clean and safe condition..
- G. To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner- Speer Village, Murphy and Hecht sites:
 - (1) Place only non-recyclable household garbage in plastic bags and place into the compactor chute located on each floor.**
 - (2) Vreeland Village, Chestnut gardens and Maurice Miller sites, will use dumpsters provided at those sites.**
 - (3) Glass bottles, aluminum and steel cans and plastic and plastic bottles will be recycled daily.**
 - (4) Elderly/Disabled residents who need assistance should call the Management office to make arrangements for their recyclables to be picked up from their apartments.**
 - (5) Mattresses, old furniture, clothing, large items shall not be placed in compactor or stairwells. Management should be contacted for pick up or disposal.**
- H. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators.
- I. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development.
- J. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by tenant, household members or guests.
- K. To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations and be conducive to maintaining all Housing Authority developments in a decent, safe and sanitary condition.**

- L. Not to display or use, or allow members of the Tenant's household, visitors or guests to display or use any firearms, BB guns, pellet guns, sling shots, (operable or inoperable) or other prohibited weapons as defined by the laws and courts of the State of New Jersey anywhere on the property of the Authority.
- M. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- N. To avoid obstructing sidewalks, areaways, galleries, passages, or stairs nor use these for purposes other than entry to the premises or exit therefrom.
- O. To 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 Management.
- P. To keep pets in accordance with the Senior Pet Policy and Family Sites Dog Policy, which may be amended from time to time.
- Q. To remove from authority property or streets abutting HACP property any vehicles without current registration, license plates, valid inspection stickers and Management parking permits. To refrain from parking vehicles in any right-of-way or fire lanes designated and, marked by Management. Automobile repairs are not permitted on HACP sites. Any inoperable or unregistered vehicle as described above will be removed by the Housing Authority at Tenant's expense.
- R. To comply with the HACP parking policy.
- S. To adhere to rent collection policy which may be amended from time to time.
- T. To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for themselves, his/her household, and his/her neighbors.
TENANT SHALL NOTIFY MANAGEMENT PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the sites.
- U. Except for normal wear and tear, to pay reasonable charges as posted in site offices for repair of damage to the leased premises and/or to the sites caused by Tenant, his/her family, household members or guests.
- V. Not to commit any fraud in connection with any federal Housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of lease.
- W. (1) To ensure that no tenant, member of the tenant's household, or guest engages in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - b. Any drug-related criminal activity on or off the premises;(2) To assure that no other person under the tenant's control engages in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - b. Any drug-related criminal activity on the premises

- (3) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents
- X. For the upkeep and maintenance of all personally owned appliances including but not limited to refrigerator, stove, and fire extinguisher.
- Y. **Rules & Regulations**
- (1) Any unpaid charges for rent or maintenance repairs are subject to court action and eviction.
 - (2) Keep a clean and orderly house free of insects and vermin.
 - (3) Bicycles, carriages, toys, etc., not to be left in halls, stairways or public places.
 - (4) Local noise ordinances must be obeyed. Noise should be kept to a minimum especially during the hours of 10 p.m. and 7 a.m.
 - (5) Home inspections will be made to check the physical conditions and housekeeping habits in the units at least annually.
 - (6) Tenants are cautioned when leaving units to have latch off the door as a charge will be made for reopening doors.
 - (7) The Housing Authority reserves the right to enter any apartment for the purpose of making emergency repairs or inspections during the tenant's absence.
 - (8) No washing machines permitted.
 - (9) Parents will be held responsible for any acts or vandalism committed by their children.
 - (10) Children are to be instructed to play in play areas—not halls, elevators or seeded areas.
 - (11) Paved areas are to be used when walking through Project instead of seeded areas.
 - (12) Tenants shall not install any type of carpeting, or inlaid type linoleum that requires gluing, nailing or tacking onto the floor or wooden carpet tack strips that require nailing into apartment floors.
 - (13) Chain locking devices on the inside of a Tenant's door may not be used when the Tenant is not home.
 - (14) The Authority will assist locked out Tenants to gain entrance to their apartments provided (1) the Tenant signs an authorization slip to open their door, (2) Tenant shows proper identification. The lock out fee is \$50.00. Lock out assistance will only be available up to 11:00 PM.

11. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

A. Management Responsibilities

- (1) Management shall be responsible for repair of 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.
- (2) Management shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
- (3) Tenant shall accept any replacement unit of adequate size as determined by occupancy standards noted in Admission and Occupancy Policy offered by the HACP.
- (4) If Management determines that the dwelling unit is unlivable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this lease shall be terminated, and will be refunded to Tenant, upon his/her vacating the unit.

12. Move-in and Move-out Inspections

- A. Move-in Inspection: Management and Tenant or Tenant's representative shall inspect the dwelling unit prior to occupancy by Tenant. Management 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 management and Tenant and a copy of the statement shall be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by management, at no charge to Tenant.
- B. Move-out Inspection: Management will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or tenant's representative may join in such inspection, unless Tenant vacates without notice to Management.

13. Entry of Premises During Tenancy

A. Tenants Responsibilities

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of Management will be permitted to enter Tenant's dwelling during reasonable hours (8:00am to 4:30pm.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- (2) If Tenant is absent from the dwelling unit when Management comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter. In such case, maintenance will leave notice of the visit.

B. Management Responsibilities:

- (1) Management shall give Tenant at least 24 hours written notice that Management intends to enter the unit whenever Management, its agents employees or contractors wishes to do a routine dwelling unit inspection, maintenance, make contractual repairs, or for extermination. Management may enter only at reasonable times.
- (2) Management may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Management shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
- (4) Management shall make at least one inspection of Tenant's dwelling each year. Upon notification of date and time, Management may conduct additional inspections as needed for health and safety conditions of the unit.

14. Notice Procedures

- A. Tenant Responsibility: Any notice to Management must be in writing, delivered to the Management office or to the Authority's central office, or sent by prepaid first-class mail, properly addressed.
- B. Management Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant as otherwise provide by law. In cases of inspection, maintenance, etc., when no household member is present, notice may be left in the unit or posted on the door.

15. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by Management and Tenant:

- A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as;
 - (1) **The failure to pay rent or other payments when due;**
 - (2) **Habitual late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 19th calendar day of the month for more than two months during a calendar year.**
 - (3) **Misrepresentation of household income, assets or composition;**

- (4) Failure to supply in a timely fashion (within 30 days of notification), any certification, release, information, or documentation on Household income or composition needed to process annual re-examinations or interim redeterminations.**
- (5) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site;**
- (6) 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 HACP's premises by other residents, or any drug-related criminal activity on or off the Housing Authority's properties.**
- (7) Prohibited weapons or illegal drugs seized on or off the Housing Authority's properties by a law enforcement officer;**
- (8) Any fire on Housing Authority premises caused by carelessness, failure to supervise children.**
- (9) Any other ground for termination under the state law.**
- (10) Failure to comply with reasonable housekeeping standards as determined by management.**
- (11) Failure to comply with "Obligation of Tenant" as discussed in Section 10 of this lease.**
- (12) Alcohol abuse as provided in 24 CFR 966.4.1.2.iii.a**
- (13) Failure of a family member to comply with service requirement provisions of 24 CFR 960F as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve month lease term.**

B. Management shall give written notice of the proposed termination of the Lease:

- (1) In the case of failure to pay rent 14 days notice is given on the fifth calendar day of the month;**
- (2) A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or Housing Authority staff is threatened;**
- (3) 30 days in any other case.**

C. The notice of termination will comply with all applicable State and Federal laws and regulations.

- (1) 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 of Tenant's right to examine Management documents directly relevant to the termination or eviction.**

- (2) When Management 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 the Housing Authority's Grievance Procedures.
 - (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. 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 him/her, and he/she may be required to pay the costs of court and attorney's fees.
 - (4) When Management is required to offer Tenant the opportunity for a grievance hearing under the Housing Authority's grievance procedure for a grievance concerning the lease termination, 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.
 - (5) When Management is not required to offer Tenant the opportunity for a hearing under the grievance procedure and Management has decided to exclude such grievance for the Management grievance procedure, the notice of lease termination shall:
 - a. State that Tenant is not entitled to a grievance hearing on the termination;
 - b. Specify the judicial eviction procedure to be used by Management 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
 - c. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity
 - (6) Management may evict Tenant from the unit only by bringing a court action.
- D. Tenant may terminate this Lease at any time by giving thirty (30) days written notice.
- E. In deciding to evict for criminal activity, Management 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 household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, Management 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. Management may require a household 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.

16. Waiver

No delay or failure by Management 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 provide herein.

17. Grievance Procedure

The Tenant acknowledges that a written description of the key features of the Housing Authority's Tenant Grievance Procedure, including a description of when Management is required to provide the opportunity for an informal hearing, and how to request a hearing, shall be provided to the Tenant. The grievance procedure is incorporated into this lease. This procedure, which provides for administrative resolution of covered grievances, may be revised by Management from time to time. A copy of the procedure is available for inspection by the Tenant in the Management office.

18. Criminal Activity Procedures

PHA termination of tenancy for criminal activity or alcohol abuse—

A. Evicting drug criminals

- (1) *Methamphetamine conviction.* The PHA will immediately terminate the tenancy if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- (2) *Drug crime on or off the premises.* The lease must provide that drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the PHA to terminate tenancy. In addition the lease must provide that a PHA may evict a family when the PHA determines that a household member is illegally using a drug or when the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Evicting other criminals.

- (1) *Threat to other residents.* The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
- (2) *Fugitive felon or parole violator.* The PHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

C. Eviction for criminal activity

(1) *Evidence.* The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

19. Execution:

By Tenant’s signature below, Tenant and household agree to the Terms and Conditions of this lease and all additional documents made a part of the lease by reference. The following documents are referred to in this Lease:

- A. Re-possession of Unit Policy
- B. Rent Collection Procedure
- C. Transfer Policies for Families Under/Over-Occupied and Seniors
- D. Dog Policy for Family Sites and the Senior Pet policy
- E. HACP Parking Policy
- F. Child Guard Policy
- G. Additions/Deletions to the Lease Policy. (PENDING APPROVAL)
- H. Fines policy (PENDING APPROVAL)
- I. Truth in Renting Statement

20. Signature and Date:

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

HEAD OF HOUSEHOLD

DATED:

CITY OF PASSAIC HOUSING AUTHORITY

BY: _____

TITLE: _____

SPOUSE

DATED:

ADULT MEMBER: _____

ADULT MEMBER: _____

ADULT MEMBER: _____

ADULT MEMBER: _____

21. 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 HACP before execution of the lease, or before the HACP approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by me or other Household members to the HACP 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