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Watervliet Housing Authority

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WATERVLIET HOUSING AUTHORITY DWELLING LEASE

1. Identification of Premises & Parties: The WATERVLIET HOUSING AUTHORITY (herein after called *Management*, does hereby lease the premises known as Apt No.?? Michael J. Day Apartments to TENANTS NAME HERE (herein after known as "Tenant") for use solely as a residence by the Tenant and the following members of his/her household:

2. Lease Term: The Term of this Lease shall have a twelve month term and automatically renew for the same period. Except for automatic renewal of a lease, the lease must be executed by the tenant and the WHA. The lease may be modified at any time by written agreement of the tenant and the WHA.

When required by legislation, the WHA may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program.

3. Amount of Rent: The monthly rent of \$ 577 (except as indicated in Appendix 1), shall be due and payable in advance on the first day of each month beginning on September 1, 2005. This rental figure will remain in effect, unless adjusted as a result of Regular Reexamination or an Interim Rental Adjustment. In the event that the date of occupancy is other than the first day of the month the monthly rental shall be prorated at a daily rate.

This rent is based on the Authority-determined flat rent for this unit.

XX This rent is based on the income and other information reported by the Resident.
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship. Tenants reporting income rendering them eligible for minimum rent must complete monthly interim re-examinations and provide current income and asset information, as well as current monthly expenses, such as bills for utility, telephone, groceries, etc.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. Penalties for Late Rental Payment: A penalty in the amount of \$10.00 shall be assessed by the Management upon a Tenant whose rent is not received in the Management Office prior to the close of business on the 5th working day of the month for which payment is due unless Tenant signs a written request as to the reasons for his inability to pay, and a mutual agreement to pay according to a specified plan.

5. Utilities and Equipment Included: Rent paid by the Tenant shall include gas and electric, except as noted in Appendix 1. The Dwelling Unit shall contain a refrigerator and a range.

6. Charges for Maintenance & Repairs: Tenant agrees to pay reasonable charges (other than normal wear and tear) for repair of any damages or breakage unless proven otherwise and up to the discretion of the Executive Director. Management agrees to have posted, conspicuously and in a public area of the Administration Office, a schedule of such charges for extraordinary maintenance and repairs which are subject to revision. When such schedule is revised, the Management shall, post the new charges.

7. Excess Utilities Charges:

(a) Tenant agrees to pay a reasonable amount, in addition to rent, for excess utilities consumption in connection with the use of air conditioners, freezers, dryers, etc. at an annual rate of \$48.00 regardless of the length of time in use and can be paid at a rate of \$4 for each unit per month.

(b) Excess Utilities charges to be assessed under this Lease are as follows:

(c) Charges for Excess Utilities consumption shall be based upon surveys conducted by management on an area-wide basis and are subject to revision from time to time. When such schedule is revised, Management shall notify Tenants and post publicly the new rates.

8. Payment of Charges: The charges assessed under Paragraph 6 shall become due and collectible two weeks after receipt by Tenant of written notice of charges by Watervliet Housing Authority.

9. Security Deposit: A security deposit in the amount of \$ 125.00 or one month's rent whichever is greater, shall be paid to the Authority upon execution of the rent agreement.

SECURITY DEPOSIT: The Resident has paid the amount of \$ 630 to the Landlord as a Security Deposit.

For applicants coming to WHA, receiving Social Services, their security will be one month's rent (according to the Social Services Schedule). The Utility allowance is not a consideration in the determination of the amount of the security in this case.

At the termination of this lease the security deposit will be used toward the cost of repairing any intentional or negligent damages to the dwelling unit caused by the tenant, his family, his dependents, or guests, and any rent or other charges owed by the tenant.

Any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads.

The Authority agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue to tenants' security deposit, with any interest earned returned annually to the tenant. The Authority agrees to return the security deposit, to the tenant when he vacates, less any deductions for any of the costs indicated above within 30 days of vacating the unit. Management will give tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while the tenant occupies the dwelling unit.

10. Regular Rental Redetermination: Once each year as requested by Management, the Tenant agrees to furnish accurate information as to current family income, employment, and compensation for use by management in determining whether the rental should be changed and whether the Dwelling Unit size is still appropriate for Tenant's needs, for public housing. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is

reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

Failure to furnish accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointment will result in Eviction Procedures.

11. Interim Rental Adjustments: The rent as stated in Paragraph 3 or as adjusted following regular determination will remain in effect until the next re-determination unless family income or source of said income, or composition changes during the interim period.

The rent of a tenant family will be reviewed and rent adjustments made as appropriate upon receipt of a written report by the tenant of any changes in family income or source of said income, or composition. Changes must be reported to the Authority within ten (10) days of the occurrence of such changes.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

12. Notice to Tenant Rental Adjustment: In the event of any rental adjustment pursuant to paragraph Nos. 10 and 11, Management will mail or deliver a "Notice of Rent Adjustment" to affected Tenants.

(a) Rent decreases will be effective the first day of month following the reported change, provided the tenant has timely reported such change. All reported decreases are to be verified.

(b) Increased rents will be effective the first of the second month following the date of the actual change.

(c) If the Authority finds that the tenant has misrepresented the facts upon which the rent is based, any increase in rent will be made retroactive to the first of the second month following the date of the actual change. Tenant, shall receive a written explanation of said rental adjustment. If Tenant is dissatisfied with said explanation, Tenant may request a hearing in accordance with the Watervliet Housing Authority grievance procedure.

13. Occupancy Conditions and Transfers: Guests staying overnight for more than 36 hours per week must provide written notification to the Authority and receive express written consent.

Except for additions to the residents family resulting from births, to obtain the Authorities consent in writing before allowing any person, other than a member of the residents family listed on the residents Lease, to take up residence in the residents apartment. **All additional persons must make a normal application for admission and be certified eligible prior to any consideration of the Authority to provide written consent for their addition to the Lease.** The failure to obtain such consent will result in the immediate termination of the Lease and/or refusal for Lease renewal. Unauthorized persons using or giving a Watervliet Housing Authority address without prior approval of the Authority may have their formal applications denied and also result in a termination of lease of the unit in question. If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenants' needs, the management may amend this lease by written notice to the tenant that the tenant will be required to move to another unit of the Authority which is of correct occupancy standards.

The Tenant shall comply with such requirements at Watervliet Housing Authority's expense unless the move is indicated upon Tenant's request of move due to convenient care; the costs of said move shall be borne by Tenant.

14. SIZE OF DWELLING: The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy

Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

15. Watervliet Housing Authority Obligations: The Watervliet Housing Authority's obligations under this lease shall include the following:

- (a) To maintain the premises. And the project in decent, safe and sanitary condition;
- (b) To comply with requirements of applicable building- codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the premises;
- (d) To keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working condition; electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management and be repaired within a reasonable time period;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the tenant in accordance with Paragraph 15(g) of this section; and
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.
- (h) To notify Tenant in writing for any adverse action taken by the Watervliet Housing Authority on behalf of the Tenant.

16. Tenant's Obligations: Under the terms of this Lease, the Tenant shall be obligated as follows:

- (a) Not to assign the lease or to sublease the premises;
- (b) Not to provide accommodations for boarders or lodgers;
- (c) To use the premises solely as a private dwelling for the tenant and the tenants household as identified in the Lease and not to use or permit its use for any other purpose; With the written

permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

(d) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing project and the tenants as set forth herein, included in the tenant handbook and regulations regularly published in 'Resident **Newsletters**', and those posted in the Administration Office.

(e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing code materially affecting health and safety; especially not to tamper or disconnect any smoke alarm and to report defective or non-operational alarms to the office immediately.

(f) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition and remove snow and ice from walks and entrances of the lease premises; with exception of senior and disabled tenants who are not required to remove snow and ice;

(g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner. Tenant failing to properly dispose of trash will be fined.

(h) To abide by all rules and regulations of recycling put forth by the City of Watervliet.

(i) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

(j) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.

(k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by but not limited to the tenant, his household or guests; and in event of default by tenant, to pay reasonable charges for any administrative expenses incurred to enforce the Lease requirements, such as investigative fees, etc.

(l) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

(m) To refrain from, and cause his/her household guest(s) to refrain from engaging in any criminal activity. The WHA has a One Strike or •zero tolerance• policy with respect to violations of these lease terms.

(n) Tenants are permitted to have a pet in accordance to the WHA Pet Policy. No tenant, nor his household guest(s) may keep for any purpose, dog(s), cat(s) or any pet of any nature which management in its sole discretion, determines to be unhealthy, unclean or dangerous except those tenants complying with the WHA Pet Policy. All tenants shall abide by the pet regulations as mandated by the WHA.

(o) Tenant who renovates apartment without authorization from Management will risk forfeiture of their Security Deposit and/or additional charges, these include but not limited to, repainting, additional phone, cable, electrical or plumbing installation.

(p) Where dwelling is individually metered, failure of the tenant to pay utility charges as billed by the utility company shall constitute grounds for termination and eviction proceedings against the tenant due to unit becoming substandard. The Authority shall not be responsible for failure to

furnish utilities by reason of any cause beyond its control.

(q) Only properly registered vehicles are permitted in WHA parking areas and vehicle repairs such as oil changes, motor overhauls and body work) shall not be allowed in the project).

(r) No Tenant, his/her household or guests shall use drugs or engage in any unlawful activity involving drugs. The WHA has a One Strike or • zero tolerance with respect to violations of these lease terms.

(s) Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the WHA are not entitled to any grievance hearing.

(t) WHA may also terminate the tenancy for any tenant if the Authority determines that the person's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or employees. The WHA has a One Strike or • zero tolerance • policy with respect to violations of these lease terms.

(u) Not attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds

(v) Not install or alter carpeting, resurface floors or alter woodwork

(w) Not install washers, dryers, fans, space heaters, or air conditioners in an elderly dwelling unit;

(x) Not install additional or different locks or gates on any doors or windows of the dwelling unit;

(y) To comply with the community service requirement;

(z) To remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels; And to promptly notify management in writing of the presence of the following conditions:

A water leak, excessive moisture, or standing water inside the leased premises;

A water leak, excessive moisture, or standing water in any building or common room;

Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution

A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises

Tenant shall be liable to the Owner for damages sustained to the leased premises or to Tenant's person or property as result of Tenant's failure to comply with the terms of this Rider.

(aa) Smoking is permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco producer shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads. Current tenants will be responsible for any additional costs associated with painting due to smoking. Typically only one coat of paint is required for routine maintenance. If an additional coat of paint or sealer is required the tenant will be charged for both labor and materials.

(bb) Regulations related to the replacement of signs, storage, pools, and satellite dishes have

specific restrictions and so described in the WHA Occupancy Policy.

17. Rights and Obligations of Tenants and Watervliet Housing Authority

In the Event of Damages Which are Hazardous to Life, Health or Safety:

- (a) The Tenant shall notify Management at once:
- (b) Management shall make repairs within a reasonable time frame. If the damages were caused by the Tenant, his household or guest, the reasonable cost of repairs shall be charged to tenant;
- (c) Management shall offer to the Tenant, alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- (d) In the event repairs are not made or alternate accommodations are not provided, there shall be an abatement of rent in proportion to the seriousness of the damage. Except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, the Tenant's household or their guests.
- (e) **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 as deemed by the Executive Director, The Authority shall be responsible for the repair of the unit within a reasonable period of time, not to exceed 7 days, after receiving notice from Tenant, provided the damage was not caused by Tenant, household members, or guests, the reasonable cost of repairs (e.g. labor, parts, materials, replacement, etc.) shall be charged to Tenant. The Authority shall offer Tenant a replacement unit, if available, if necessary repairs cannot be made within a reasonable period of time. The Authority is not required to offer the Tenant a replacement unit if the hazardous condition was caused by the Tenant, a household member, or their guests. If the tenant dwelling is deemed uninhabitable then the tenant will have 7 days to vacate all personal belongings so the Authority can make necessary repairs. If the Tenants do not remove any property than the WHA has the right to remove and store any contents and stabilize the unit and make necessary repairs.

18. Pre-Occupancy and Pre-Termination Inspections:

- (a) Pre-Occupancy Inspection: Prior to commencement of occupancy, a management inspection of the unit will be conducted and a copy of the signed inspection report will be placed in the tenant's folder. The Tenant will receive an inspection sheet and note any deficiencies, however minor, then sign and return the statement within 3 days of occupancy. After such time, tenant will be responsible for any deficiencies found in the apartment.
- (b) Pre-Termination Inspection: Unit will be inspected at time tenant vacates. Tenant will be furnished with a written statement of any charges to be made. If requested in writing, Tenant may participate in this inspection unless he has vacated without prior notice to Management.

19. Entry of Premises during Tenancy:

- (a) Watervliet Housing Authority representatives shall be permitted to enter a unit, during business hours, for routine inspections, repairs or maintenance, making improvement, or to show the apartment for re-leasing. Written notice, including notice by Newsletters specifying reason for entry and delivered to the unit at least 48 hours in advance, constitutes 'reasonable' notification.

(b) Premises may be entered without notice when there is reasonable cause to believe that an emergency exists.

(c) In the event that no adult members of the household are present at the time of emergency entry, a written statement shall be left, specifying the date, time, and purpose of the entry.

20. Notice Procedures:

(a) Except as provided in Paragraph 18, notices to Tenants shall be in writing, delivered to an adult member of the household, or sent by pre-paid first Class mail, properly addressed, accommodations will be made for visually impaired.

(b) Notices to the Watervliet Housing Authority shall be in writing, delivered to the Administration Office, or sent by pre-paid First Class Mail, properly addressed.

21. Termination of Lease: Procedures to be followed by Management and Tenant:

(a) Management shall not terminate, or refuse to renew the Lease, other than for serious or repeated violation of Lease Terms as outlined in Statement of Policies (ACOP), such as, but not limited to the following:

- A. Non-payment of rent or other charges.
- B. A history of late or chronic late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Willful misrepresentation or concealment by tenant of any material fact which would affect eligibility for admission, continued occupancy or rent to be paid.
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of met amphetamine on the premises of the WATERVLIET Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.
- N. Breach of rules and regulation of tenancy.
- O. Non-cooperation.
- P. Under or over occupancy and refuses offer of transfer; would include remaining member(s) of tenant family.
- Q. Assignment or transfer of possession by tenant of record to person(s) with out Authority permission consent, after tenant of record has moved from apartment.
- R. Non-desirability as defined in admission standards.

- S. Contingent liability arising from use of apartment for illegal purposes.
- T. The mere possession of illegal drugs found on the premise resulting in an adverse affect on the projects environment.
- U. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees.
- V. Failure to pay their utility bills with Power Company due to the fact they are receiving a utility allowance.
- W. Failure to allow the WHA to perform needed repairs after receiving a 48 hours notice
- X. Removing or tampering with the operation of a smoke detector, fire extinguisher and or CO detector, if installed and after first receiving a written warning informing tenant of the violation.
- Y. Failure to comply with the community service requirement.
- Z. Tenants shall be responsible for the added cost of apartment painting when apartment has had excessive cigarette smoke.

(b) Management shall give Written Notice of Termination as follows:

1. **14** days, in the case of failure to pay rent, or
2. A reasonable time considering the seriousness of the situation, but not to exceed 15 days, in the case of threats to health and safety of other tenants or Authority's employees, including criminal and drug related activity.
3. Thirty 30 days, in the case of failure to supply accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointments for yearly re-exam.

30 days in all other cases.

(c) Notice of termination shall state the reasons for the action, and advise Tenant of his right to make such reply as he may wish, and advise him of his right to request a hearing in accordance with the Watervliet Housing Authority's grievance procedure. Tenants receiving any notice for eviction for drug related and/or criminal activity that threatens the health or safety of any public housing resident or employee are not entitled to any grievance hearing.

(d) Tenants must give the manager a thirty(30) days written notice prior to his/her intended date of vacating the unit to terminate the lease agreement.

(e) Household members must notify management if all members of the household intend to be absent from the site for more than 30 consecutive days.

(f) Reasonable collection fees shall be added to the delinquent account.

(g) The WHA is required to notify the Post Office that a tenant no longer resides with the Housing Authority when the tenant is evicted for threatening, criminal and/or drug activity.

The U.S. Department of Housing and Urban Development (HUD) having determined that the due process protections afforded in the State of New York satisfy the requirement of a grievance hearing allows the Housing Authority to bypass the grievance procedures in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Housing Authority; or any drug related and/or criminal activity on or off such premises, not just on or near such premises.

22. Grievance Procedures: All disputes shall be resolved in accordance with the Watervliet Housing Authority's grievance procedures. Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the Authority are not entitled to any grievance hearing.

23. Property Abandonment:

The Watervliet Housing Authority will consider a unit to be abandoned when a resident or his /her estate has both fallen behind in rent and is no longer residing on a regular basis in the unit. Basis for a unit being considered abandoned are but not limited to the following:

- a) Power discontinued in the unit.
- b) Change of address notification to post office, or not picked up
- c) Children no longer in Watervliet School District
- d) Rent unpaid
- e) Personal items removed from apartment
- f) Tenant verbal notice of leaving apartment

1. If management does not receive notice from a household of an intended absence, management shall consider the household to have abandoned its unit if:

(a) If the Management believes the unit has been unoccupied for more than 30 consecutive days; and the households rent are past due.

2. If management considers a unit to be abandoned, management will

- (a) Enter the unit to conduct an emergency inspection; and
- (b) Subsequently attempt to notify household members in writing at the household's site address that it considers the unit abandoned.

If household members do not respond to Managements written notice within 15 days of the date of notice, management will consider the apartment abandoned. The apartment may be recovered by the Authority without legal proceedings. Personal property left on the premises after the Tenant vacates, shall be disposed of by Management and the Tenant shall pay the costs connected therein. Management will not be responsible for any damage to such personal property.

24. House Rules: The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord, from time to time, provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Notification is due by providing notice in the monthly newsletter. Existing House Rules, if any, are posted in the property and are attached to this Lease and given to the tenant provided in the Tenant Handbook.

25. Legal Fees Chargeable to Tenant: Tenant agrees to pay attorney's fee and court costs,

including the cost of services of any notice once a court order has been obtained through judicial proceeding.

26. Credit Reports

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

27. Modifications: Management reserves the right to amend this Lease to conform to any changes required by Laws of the United States of America and/or any regulations promulgated by the Department of Housing and Urban Development. Changes in the Lease are to be accomplished by a written Rider, executed by both parties. Exceptions to this provision are those requirements covered in Paragraphs 6, 7, 8, 10 and 11.

28. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

ATTACHMENTS: THE RESIDENT HANDBOOK AND GRIEVANCE POLICY

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this 1st day of September 2005.

Watervliet Housing Authority

BY: _____

Irvine Germain

Charles V. Patricelli, Executive Director

SCHEDULE OF UTILITY ALLOWANCES

Hilton, Quinn and Day		Joslin	Hanratta
Unit Size	Utility Credit	Utility Credit	Utility Credit
1 BR	33.00/mo	NA	\$30/month
2 BR	33.00/mo	\$115/mo	
3 BR	53.00/mo	126.00/mo	
4 BR	49.00/mo	140.00/mo	

