

Plattsburgh Housing Authority
 39 Oak Street
 Plattsburgh, New York 12901

of Bedrooms _____
 Development No. _____
 Housing Unit # _____
 PHA Furnished Utilities
 Resident Paid Utilities

DWELLING LEASE

The Plattsburgh Housing Authority, hereinafter referred to as PHA, whose mailing address is 39 Oak Street, Plattsburgh, New York, 12901 represented by its Executive Director, leases to _____ (referred to as "Resident"), the dwelling unit located at _____ under the terms and conditions as stated below:

1. The premises leased are for the exclusive use and occupancy of resident and resident's household who reside in the dwelling unit. The family must promptly inform the PHA of the birth, adoption or court awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit prior to the individual joining the household.

RESIDENT'S HOUSEHOLD:

Name	Social Security #	Sex	Birth date

1. INITIAL PERIOD OF LEASE & RENEWAL:

The lease shall begin on _____ and end of the same calendar day of the same month one year hence. The lease shall be automatically renewable for a successive term of one (1) year unless the community service requirement is not fulfilled or, unless terminated sooner by PHA or resident as hereinafter provided. At any time, the PHA may terminate the residency in accordance with the terms of the lease.

2. EXECUTION AND MODIFICATION

The lease must be executed by all residents in the household over the age of eighteen (18) years and the PHA, except for automatic renewals of a lease. The lease may be modified at any time by written agreement of the resident and the PHA.

3. PAYMENTS DUE UNDER THE LEASE

- C. The rent for the initial period (prorated for partial month) of this lease shall be \$_____. The monthly rental thereafter shall be a calculated rent of \$_____ less a utility allowance of \$_____ for a monthly rent of \$_____, or a flat/ceiling rent of \$_____, whichever the resident elects, or at such an amount that may be established at time of annual or interim review, in accordance with this lease. Rent is due and collectable on the first (1st) day of each month and is delinquent if not paid on or before the fifth (5th) calendar day of each month. If the fifth (5th) of the month falls on a weekend or holiday, rent will not be due until the following workday. The amount of the resident rent is subject to change in accordance with HUD requirements.
- D. The resident shall be charged for maintenance and repair beyond normal wear and tear and for consumption of excess utilities. A schedule of charges for repair and amounts charged for utility consumption in excess of the allowance stated in the lease shall be posted at the main office of the PHA.
- E. Late payment penalties of \$20 may be assessed to the resident on the sixth (6th) calendar day of the month. The PHA reserves the privilege of waiving any and all late payments. Any exercise of PHA's privilege to waive late payments for a particular resident at any given time shall not be considered a waiver of any of PHA's future rights to collect late payments with respect to that particular resident or any other residents, nor shall it prejudice PHA's right to terminate leases and commence eviction proceedings based upon any resident's late payment of rent at any time in the future.
- F. Charges assessed to resident's account shall be due and collectible two weeks after the PHA gives written notice of the charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action.
- G. A charge of \$20 will be added for any check returned by the bank for any reason.

4. SECURITY DEPOSITS

Resident agrees to pay a security deposit of \$_____. This will be used at lease termination toward partial or total reimbursement for the cost of repairing any intentional or negligent damages as to the aforementioned dwelling unit, ordinary wear and tear excepted, and any unpaid rent or applicable charges owed to PHA by the resident. If such deductions are made, PHA will provide resident with a written statement of any such charges for damages and/or other charges to be deducted from the security deposit. Payment of the security deposit due resident will be refunded within thirty (30) days after resident yields possession, providing resident has given proper required 30 calendar day notice. The security deposit **shall not** be used to pay rent

or other charges while resident occupies the dwelling unit.

5. UTILITIES AND SPECIAL SERVICE CHARGES

- A. Utilities consumed in excess of the authorized amounts provided in the Schedule of Utilities posted in the Management Office and available upon request, will be charged to the resident's account as an additional required payment.
- B. Resident shall be responsible for securing utilities not supplied by management and shall pay directly to the utility provider for any charges necessary to secure and maintain uninterrupted services. Failure of resident to furnish uninterrupted service because of non-payment of utilities or other reasons under resident's control shall be considered a serious violation of the terms and conditions of this lease.
 - i. 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 cooking range and refrigerator in all units. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated with notification to the Authority.
 - ii. Resident paid utilities: If the resident resides in a development where the Authority does not supply electricity, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident payment, the Authority may pay a Utility Reimbursement to the utility supplier or resident each month.
 - iii. The Authority may change the allowance at any time during the term of the lease, and shall give resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.
- C. Resident Responsibilities: Resident agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- D. If resident's actual bill exceeds the allowance for utilities, resident shall be responsible for paying the actual bill to supplier.
- E. Resident also agrees to abide by any local ordinance or house rules, restricting or prohibiting the use of space heaters in multi-dwelling units.
- F. Resident shall be charged for damages resulting from his/her failure to maintain sufficient heat or to notify management, unless caused by a factor beyond his/her control.

6. REDETERMINATION OF RENT AND FAMILY COMPOSITION

- A. Once each year, as requested by PHA, the eligibility status and family income of each resident residing in the household shall be re-examined.
1. Application: Upon written notification from PHA, the PHA shall require a written application for continued occupancy to be signed by one or both heads of household attesting to the accuracy of the information provided by the resident to the PHA. Resident must report to the Management Office any changes in family status, or the source of total family income or between periods of examination within ten days of any such change. Resident agrees to furnish in adequate detail all information and data necessary to enable PHA to determine:
 - a. Rent to be charged;
 - b. Size of the dwelling unit required;
 - c. Retroactive rental charges if applicable;
 - d. A transfer to an appropriate size or type of dwelling unit upon appropriate notice by PHA that a unit is available; and/or
 - e. The resident's exclusive use of lease premises which shall include reasonable accommodation of resident's guests and visitors with consent of PHA which will include foster children or live-in care for a member of the resident's household.
 1. Verification: PHA shall verify all information on the application by methods necessary to assure PHA that the information is complete and true at the time of re-examination.
 2. Certification: As part of application for continued occupancy, PHA shall duly certify to the Department of Housing and Urban Development that an investigation has been made of residents and that on the basis of this investigation it has been determined by PHA that resident is eligible or ineligible for continued occupancy.

Compliance: Each adult member of the household, who has been determined eligible to perform eight (8) hours per month community service or participate in a self-sufficiency program shall provide documentation to that effect.
 4. Non-compliance: If resident fails to provide the information on the date and time prescribed in the aforementioned written notice from PHA, to enable PHA to determine eligibility and rental payments, PHA shall serve a thirty (30) day notice to vacate the premises because resident has failed to provide information or reschedule a reexamination date. PHA reserves the right to initiate eviction proceedings against resident.
 5. Community Service Requirement: If a resident has not complied with the community service requirement, the PHA shall notify the Resident that their lease will not be renewed unless they enter into an agreement to cure the deficiency.

B. Determination will be made of monthly rent to be charged, eligibility and appropriateness of dwelling size in accordance with the approved Admission Policy posted in the Management Office.

1. Rent as adjusted pursuant to the above will remain in effect until:
 - a. Source of income changes; family status changes due to divorce, death, marriage, birth of additional children, assumption of legal custody of any minor children, or any person who, with the consent of PHA is added to the lease as a member of the household;
 - b. All resident changes in income must be reported within ten (10) days of the application; and/or
 - c. If it is found that resident has misrepresented to PHA the facts (upon which rental payments are based) so that the rents being charged are less than what should have been charged, PHA can either terminate the lease immediately and bring criminal charges against resident or the increased rental payment shall be made retroactive to the date of income and/or family status change.
2. In the event of any rent adjustment pursuant to the above, PHA will mail or deliver a notice of Rent Adjustment to the Resident.
 - a. Rent adjustments, which are a result of an annual reexamination, will be effective on a pre-determined date;
 - b. Rent adjustments as a result of an interim review:
 - i. Rent decreases will become effective the first (1st) day of the month after the reexamination was completed; and
 - ii. Rent increases, if appropriate, will become effective the first (1st) day of the second (2nd) month after the reexamination was completed.
 - c. If the PHA determines the size of the assigned dwelling unit is no longer adequate for the resident's needs, PHA may amend the lease by notifying resident that he may be required to move to another unit, giving resident 5 days (which must include a weekend) to move.
 - d. Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, must not have their public housing rent reduced based on the benefit reduction. Rent will be reduced only if the welfare reductions is the result of the following:
 - i. The expiration of a lifetime limit on receiving benefits; or
 - ii. A situation where the family has complied with welfare program requirements, but cannot obtain employment.

Written verification from the welfare agency that the family's benefits have been reduced because of noncompliance with economic self-sufficiency program or work activities requirements or because of fraud must be obtained. The PHA will

notify affected residents that they have the right to administrative review through the PHA's grievance procedure.

- e. Families assisted under the Public Housing Rental Program are required to pay a monthly "minimum rent" of \$50 less a utility allowance. Exceptions to the minimum rent are detailed in the Management Office and incorporated herein by reference.

7. RESIDENT'S RIGHT TO USE AND OCCUPANCY

- B. The resident shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. For purposes of this subpart, the term guest means a person in the leased unit with the consent of a household member.
- C. With the consent of the PHA, members of the household may engage in legal profit making activities in the dwelling unit, where the PHA determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- D. With the consent of the PHA, a foster child or a live-in aide may reside in the unit. The PHA will consider the following:
 - 1. Whether the addition of a new occupancy may necessitate a transfer of the family to another unit, and whether such units are available.
 - 2. The PHA's obligation to make reasonable accommodations for handicapped persons.
 - i. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who is essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary support services.

8. PHA'S OBLIGATIONS:

- A. To maintain the dwelling unit and the project in decent, safe and sanitary conditions.
- 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 dwelling unit;
- D. To keep project building, facilities and common areas, not otherwise assigned to the resident 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 the PHA;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual resident family) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the resident. In the

case of loss, damage or theft of assigned receptacles, the resident must replace the receptacles at their own expense. Replacement of receptacles must take place within five (5) days of the incident of loss, damage or theft;

- G. To supply running water and reasonable amount of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection;
- H. To notify the resident of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities;
- I. Respond to calls by the resident for applicable maintenance services;
- J. Other services:
 - i. Extermination: PHA may provide extermination services on a regularly scheduled basis in the communities or as conditions may require
 - ii. Consultation: PHA may provide instructions to those residents who desire to install, repair or to maintain items that will not permanently or partially deface or destroy the integrity of the dwelling unit. Resident shall secure written permission from the PHA.

9. RESIDENT OBLIGATIONS:

A default on the part of Resident shall exist and be grounds for eviction if resident fails to meet and/or perform any of the specified duties and obligations set forth in this lease. Grounds for eviction shall include, but not be limited to the following:

- A. Not to assign the lease or to sublease the dwelling unit;
- B. Not to provide accommodations for boarders or lodgers. Resident's guests or visitors who remain in the dwelling unit for more than fourteen (14) days in a twelve (12) month period beginning at the date of this lease shall be considered illegal boarder(s) or lodgers(s), which is grounds for termination of residency. Guests(s) or visitor(s) may remain in the dwelling unit longer only upon prior written consent from management;
- C. To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease, and not to use or permit its use for any other purpose, without prior written approval from management;
- D. To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well being of the housing project and the residents which shall be posted in the project office and incorporated by reference in the lease;
- E. To comply with all obligations imposed upon resident by applicable provisions of building and housing codes materially affecting health and safety;
- F. To keep the dwelling unit in a clean and safe condition. This shall include the

maintenance of the premises at reasonable periods and seasons on grounds adjacent to the dwelling unit where appropriate.

1. Housekeeping standards: Inside the housing unit - General:
 - i. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints
 - ii. Floors: should be clean, clear, dry and free of hazards
 - iii. Ceilings: should be clean and free of cobwebs
 - iv. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
 - v. Woodwork: should be clean, free from dust, gouges or scratches
 - vi. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work
 - vii. Heating Units: should be dusted and access uncluttered.
 - viii. Trash: shall be disposed of properly and not left in unit.
 - ix. Interior unit must be free of rodent or insect infestation.
 - x. Heaters: curtains must be at least two (2) inches above heaters.
2. Kitchen
 - ii. Stove: should be clean and free of food & grease
 - iii. Refrigerator: should be clean. Freezer door should close properly.
 - iv. Cabinets: should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - v. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - vi. Food storage areas: should be neat and clean without spilled food.
 - vii. Trash/garbage: should be stored in a covered container until removed to the disposal area.
 - viii. Electric panel box: no item or furniture can be covering the panel box.
3. Bathroom:
 - i. Toilet and tank: should be clean and odor free.
 - ii. Tub and shower: should be clean and free of excessive mildew or mold.
 - iii. Lavatory: should be clean
 - iv. Exhaust fans: should be free of dust
 - v. Floor: should be clean and dry.
4. Storage Areas:
 - i. Linen closet: should be neat and clean.
 - ii. Other closets: should be neat and clean
 - iii. Other storage areas: should be clean, neat and free of hazards.
 - iv. Hot water tanks: no items can be stored on top of hot water tank.

5. Housekeeping Standards: The following standards apply to family and scattered site development only: some standards apply only when the area noted is for the exclusive use of resident. Outside the unit:

- i. Yards: should be free of debris, trash and abandoned cars. Exterior walls should be free of graffiti. No inside items (ie chairs/couches) can be stored or used in front or back yards.
- ii. Porches: front and rear - should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- iii. Steps: front and rear - should be clean and free of hazards.
- iv. Sidewalks: should be clean and free of hazards.
- v. Storm doors: should be clean with glass or screens intact.
- vi. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- vii. Hallways: should be clean and free of hazards.
- viii. Stairwells: should be clean and uncluttered
- ix. Laundry areas: should be clean and neat. Remove lint from dryers after use.
- x. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

6. Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, on any porch of the dwelling unit or in any building auxiliary to the dwelling unit.

7. Resident agrees to immediately and personally report to the PHA all unsafe conditions which are known to or observed by the resident, either in common areas of the public housing premises or in the dwelling unit or premises leased by the resident.

- G. To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner;
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;
- VII. To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;
- J. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project building, facilities or common areas) caused by the resident, a member of the household or guest;
- K. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- L. To assure that the resident, any member of the household, a guest, or another

person under the resident's control, shall not engage in:

1. Any criminal activity regardless of location that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA (criminal activity is described as having one of its elements as the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage, or cause fear of injury or property damage); or
2. Any drug related activity or criminal activity on or off such premises.
 - i. Any criminal activity in violation of the preceding sentence shall be cause for termination of residency, and for eviction from the unit.
 - ii. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section of the Controlled Substances Act (21 U.S. C. 802)).
3. Fugitive felon or parole violator: the lease will be terminated if a resident is:
 - x. 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
 - xi. Violating a condition of probation or parole imposed under Federal or State law.
4. Any alcohol use that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
5. Furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers.

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Compliance with this section is a material condition of this lease for continued occupancy of the premises by resident, household members and guests and any breach of this section by resident, household members or guests shall be cause for termination of this lease. If PHA believes, in good faith, that a breach of this section has occurred, it may terminate residency without regard to the following:

- iv. Whether or not any person, whose conduct is at issue has been arrested, charged or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity or;
 - v. Whether or not resident had knowledge, in fact, of criminal activity engaged in by a member of resident's household or any guest or invitee of resident or of a member of resident's household.
- M. Resident agrees not to place any additional locks upon any doors or windows without prior written approval of the PHA.
- N. Resident agrees to use nails or pushpins when hanging pictures. Tape is not permitted. Hanging heavy objects such as mirrors should be discussed with the

- PHA maintenance department.
- O. Swimming pools or any other miscellaneous structures shall not be constructed on any of the PHA property. Residents may have children's swimming pools. The pool must be placed in the back yard, must be no more than six (6) feet across and to be drained into a drainage ditch and not emptied on the neighbors' lawn after each use.
 - P. Fences shall not be constructed or placed on any of the PHA property.
 - Q. Contact paper or wall paneling shall not be applied to any area of resident's apartment. No painting or varnishing shall be performed by the resident without written consent from the maintenance department.
 - R. Resident agrees before leaving the unit for an extended period of time that doors and windows are closed, thus avoiding possible damage. Any damage resulting from a violation shall be charged to resident.
 - S. Resident agrees to report to PHA changes in total family income and family size of persons residing in the assigned dwelling unit within ten (10) days of such change.
 - T. Resident shall neither place nor permit to be placed any signs, advertisements or notices in or upon any part of the building or grounds. All others may be removed by the PHA at the expense of the resident.
 - U. Resident agrees not to have any repeated violations of parking illegally or possession of "junk vehicles":
 - 1. Resident and members of household, visitors and guests shall use the designated parking areas.
 - 2. Parking on any lawn area within the development site is not permitted, including motorcycles.
 - 3. Loud mufflers, large trucks or other objectionable vehicles shall not be driven or parked in the parking areas.
 - 4. Motorized vehicles of residents and residents guests must be properly tagged and licensed and shall be in running condition with fully inflated tires.
 - 5. Resident agrees to pay towing charges for parked motorized vehicles and vehicles that are not in a running condition as outlined in this section.
 - 6. Resident and members of household agree to move vehicle for snow removal during plowing times. Any failure to remove vehicle will result in towing at resident's expense.
 - V. Resident agrees not to allow any individual that has been banned from the PHA's property to be on any property under resident's responsibility.
 - W. Resident, members of household and guests will not display, discharge or threaten to display or discharge a firearm of any type, including "BB" guns, on PHA property. Resident, members of household and guests further agree not to display, use or threaten to use a knife, club, or any other weapon against any person on PHA property.
 - X. Resident agrees to ensure that the smoke detectors are operating at all times in the unit.

- Y. Resident shall not be continuously delinquent in payment of rent and/or other legal obligations. Continuously delinquent is making late payment on rent three months or more out of a twelve month period.
- Z. Each adult resident, whom is not considered exempt per the QWHRA shall contribute eight (8) hours per month or participate in a self-sufficiency program for eight (8) hours a month.

10. RESIDENT MAINTENANCE

Resident shall immediately notify PHA of any damage or repair needed in the unit by calling in a work order to the maintenance department. Resident further agrees not to make any repairs or changes to the premises, without prior written approval from the PHA.

11. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants the resident shall immediately notify the PHA of the damages. The PHA shall be responsible for the repair of the unit within a reasonable time: provided that if the damage was caused by the resident, residents household or guests, the reasonable cost of the repairs shall be charged to the resident. The PHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section, except that no abatement of rent shall occur if the resident rejects the alternative accommodation or if the damage was caused by the resident, resident's household or guests.

12. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

The PHA and the resident or his/her representative shall be obligated to inspect the dwelling unit prior to commencement of occupancy by resident. The PHA will furnish the resident with a written statement of the condition of the dwelling unit, and the equipment provided with the unit. The PHA and the resident shall sign the statement, and a copy of the statement shall be retained by the PHA in the resident's file. The PHA shall be further obligated to inspect the unit at the time the resident vacates the unit and to furnish the resident with a statement of any charges to be made in accordance with this section, unless the resident vacates without notice to the PHA. PHA reserves the right to pursue collection of any monies owed by resident to PHA upon move out. If resident does not give the PHA a full calendar month prior written notice of the date they intend to vacate the premises, resident will forfeit his/her security deposit. See Section 26 herein regarding an example of proper advance notice.

13. ENTRY OF DWELLING UNIT DURING RESIDENCY

- A. The PHA shall, upon reasonable advance notification to the resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing

to routine inspections and maintenance for making improvements or repairs, or
purpose show the dwelling unit for re-leasing. A written statement specifying the
such entry of the PHA entry delivered to the dwelling unit at least two days before
shall be considered reasonable advance notification.

B. The PHA will enter when resident notifies PHA of any needed repair in
accordance with the established maintenance procedures of PHA. Such
notice(s) shall be deemed an authorization by resident for PHA to enter said
premises, with a passkey, to make necessary repairs.

C. The PHA may enter the dwelling unit at any time without advance notification
when there is reasonable cause to believe that an emergency exists.

D. If the resident and all adult members of the household are absent from the
dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a
leaving written statement specifying the date, time and purpose of entry prior to
the dwelling unit.

14. INSPECTIONS

All dwelling units and the equipment provided by PHA will be inspected on an annual basis or more often if it appears that conditions exist that are detrimental to the integrity of the premises, or if they impair the social environment of the community. Resident's refusal to permit access for inspection is grounds for eviction. Resident shall be given a two (2) day advance notice in writing, specifying purpose, date and approximate time of the inspection.

15. QUIET ENJOYMENT

Resident having performed under the terms and regulations as set forth in this lease, paying the rents and accompanying charges, executing all covenants and premises, will enjoy peaceful and quiet occupancy of the premises during the term hereof without any hindrance, harassment, molestation or eviction by PHA or any of the PHA's representative or agents.

16. NOTICE PROCEDURES

Notice to a resident shall be in writing and delivered to the resident or to an adult member of the resident's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the resident; and notice to the PHA shall be in writing, delivered to the PHA central office or sent by prepaid first-class mail properly addressed, unless otherwise mandated by law.

17. TERMINATION OF RESIDENCY AND EVICTION

A. The PHA will terminate this lease for violations of the material terms of this lease, such as failure to make payments due under the lease, or to fulfill resident obligations, as described in Resident Obligations of this lease.

B. The PHA may terminate the residency if the family fails to accept the PHA's offer of a revision to an existing lease. Such revision must be on a form adopted

by the PHA in accordance with Section 966.3 of the CFR. The PHA must give the family written notice of the offer of a revision at least 30 calendar days before it is scheduled to take effect. The family must accept the new lease within 15 calendar days of said offer.

18. LEASE TERMINATION NOTICE

The PHA shall give written notice of lease termination of:

- a. 14 days in the case of failure to pay rent
- b. 3 days when the health or safety of other residents or PHA employees is threatened; and
- c. 30 days in any other case.

The notice of lease termination to the resident shall state specific grounds for termination, and shall inform the resident of the resident's right to make such reply as the resident may wish. The notice shall also inform the resident of the right to examine PHA documents directly relevant to the termination or eviction. When the PHA is required to afford the resident the opportunity for a grievance hearing, the notice shall also inform the resident of the resident's right to request a hearing in accordance with the PHA's grievance procedure.

When the PHA is required to afford the resident the opportunity for a hearing under the PHA grievance procedure for a grievance concerning the lease termination, the residency shall not terminate until the time for the resident to request a grievance hearing has expired, or if the hearing was timely requested by the resident, when the grievance process has been completed.

When the PHA is not required to afford the resident the opportunity for a hearing under the PHA administrative grievance procedure for a grievance concerning the lease termination, and the PHA has decided to exclude such grievance from the PHA grievance procedure, the notice of lease termination shall:

- a. State that the resident is not entitled to a grievance hearing on the termination.
- b. Specify the judicial eviction procedure to be used by the PHA for eviction of the resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.
- c. State whether the eviction is for a criminal activity as described in Section 966.51(a)(2)(i)(B) of the CFR or for a drug-related criminal activity as described in Section 966.51 (a)(2)(i)(B).

19. NOTICE TO POST OFFICE

When a PHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the PHA shall notify the local post office that such individual or family is no longer residing in the dwelling unit.

20. EVICTION: RIGHT TO EXAMINE PHA DOCUMENTS BEFORE HEARING OR TRIAL

The PHA shall provide the resident a reasonable opportunity to examine, at the resident's request, before a PHA pending grievance hearing or pending court trial concerning a termination of residency or eviction, any documents, including records and regulations, which are in the possession of the PHA, and which are directly relevant to the termination of residency or eviction. The resident shall be allowed to copy any such document at the resident's expense. A notice of lease termination pursuant to Section 966.4(1)(3) CFR shall inform the resident of the resident's right to examine PHA documents concerning the termination of residency or eviction.

21. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of the lease and grievance procedures, a disabled person shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person.

22. ALTERNATIVE HOUSING ACCOMMODATIONS

Resident agrees not to have alternative housing or reside out of the dwelling unit for more than sixty (60) days in a twelve month period, unless prior written approval is received from the PHA. If resident resides out of the dwelling unit for more than sixty (60) days, PHA will consider the dwelling unit to be abandoned and terminate residency.

23. GRIEVANCE PROCEDURES

All disputes concerning the obligations of the resident or the PHA shall be resolved in accordance with the PHA grievance procedures, except for a termination of residency or eviction that involves:

- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA; or
- b. Any drug related criminal activity on or off such premises;
- c. Any alcohol abuse or pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA.

24. COURT COST AND ATTORNEY FEES

If it becomes necessary for the PHA to employ an attorney and bring court proceeding against resident(s) to collect any rent and other charges incurred by the resident, or to enforce the provisions of this lease, or to evict resident from the premises, and if judgment is entered against resident in favor of PHA in such proceedings, resident shall be obliged to pay all court cost and reasonable attorney's fees. If judgment is entered against PHA in favor of resident in such

proceedings, PHA shall be obliged to pay all court cost and reasonable attorney's fees.

25. MODIFICATIONS

The PHA shall provide at least 30 days notice to residents setting forth proposed changes in the lease form used by the PHA to provide an opportunity to present written comments. Comments submitted shall be considered by the PHA before formal adoption of any new lease form.

26. SCHEDULE OF CHARGES

Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the lease by reference shall be posted at the Main Office at 39 Oak Street, Plattsburgh, New York and shall be furnished to applicants and residents on request. Such schedules, rules and regulations may be modified from time to time by the PHA provided that the PHA shall give at least 30 days written notice to each affected resident setting forth the proposed modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident; or posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Main Office.

27. VACATING PREMISES

Resident shall notify PHA a full calendar month prior to the first (example: resident to move out for June 1st, must notify PHA by May 1st of move out) in advance of his/her intention to vacate the assigned dwelling and return the unit in as good a condition as when first accepted. Resident shall yield immediate possession and return to the PHA office all keys (entrance door keys, mailbox keys, etc.) upon termination of this lease.

28. UNENFORCEABLE LEASE PROVISIONS

The provisions of this lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph in this lease be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of this lease, which are enforceable, remain binding and enforceable upon the parties.

I, the undersigned, do hereby acknowledge that I have read this agreement and that I fully and completely understand the provisions contained herein. Further, I agree to abide by these regulations as stated. I also acknowledge the Grievance Procedure as being posted in the PHA management office and I fully understand its contents. If, for any reason, eviction action, or a matter of grievance arises, or if I have any questions concerning my legal rights or status, I should contact an attorney (If you cannot afford an attorney, you should contact Legal Services,

Plattsburgh, New York).

IN WITNESS WHEREOF, the parties have executed this lease agreement this _____ day of _____, 20____, at 39 Oak Street, Plattsburgh, New York 12901.

I HAVE RECEIVED A COPY OF THIS LEASE AND I HEREBY DECLARE THAT THE FACTS GIVEN IN MY APPLICATION FOR HOUSING ARE TRUE AND CORRECT. I UNDERSTAND THAT IF THESE FACTS ARE NOT TRUE, THIS LEASE WILL BE TERMINATED AND I WILL BE REQUIRED TO VACATE.

WITHHOLDING OR GIVING FALSE INFORMATION RELATIVE TO THE DETERMINATION OF ELIGIBILITY, AMOUNT OF RENT OR WHO WILL OCCUPY THE PREMISES, OR TO MAKE A FALSE STATEMENT OR REPRESENTATION TO ANY REPRESENTATIVE OF THE PLATTSBURGH HOUSING AUTHORITY WILL BE CONSIDERED AN INTENT TO DEFRAUD UNDER NEW YORK LAW AND MAY BE PUNISHABLE WITH FINES UP TO \$10,000 AND/OR A PRISON TERM UP TO FIVE YEARS.

Plattsburgh Housing Authority
Representative

Resident

Resident

Resident